PALMDALE

a place to call home

CITY COUNCIL
SUCCESSOR AGENCY
HOUSING AUTHORITY
INDUSTRIAL DEVELOPMENT AUTHORITY
PALMDALE AIRPORT AUTHORITY
PALMDALE CIVIC AUTHORITY
PALMDALE FINANCING AUTHORITY
CITY COUNCIL CHAMBER
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
TUESDAY, FEBRUARY 18, 2025
5:00 PM
www.cityofpalmdaleca.gov

WELCOME

1. **CALL MEETING TO ORDER**

Note: All City Council memberships are reflected in their City Council titles.

2. **ROLL CALL**
   MAYOR LOA, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, OHLSEN, ALARCÓN
   COMMISSIONERS FRAGA-SAENZ, BETTS

3. **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

PUBLIC COMMENT RULES

"(California Government Code Section 54954.3).
(a) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2 [section omitted].

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of the subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency."

In furtherance of Section 54954.3 of the Brown Act, the public is allotted to speak a total of two (2) minutes on the entirety of the Consent Calendar, Appointment(s), New Business and Closed Session, with two (2) minutes on each Public Hearing, and, if desired, an additional two (2) minutes on items not on the agenda that are within the subject matter jurisdiction of the City Council. As specified in the Brown Act, a speaker utilizing a translator will receive twice the amount of time specified.

4. **PUBLIC COMMENTS**

CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION: Now is the time for public participation on items listed on the Consent Calendar, Appointment(s), New Business, and Closed Session. Each speaker is allotted two (2) minutes in total for the entirety of the above sections.

5. **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 Consent Calendar and will be considered separately following this portion of the Agenda.

5.1 Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

5.2 Receive and file the monthly and quarterly investment activity report for December 2024.

SR Monthly Investment Reports December 2024.docx
Rpt. Monthly Investment Reports December 2024.pdf

5.3 Approve Agreement with Proslide Technologies Inc., to refurbish DryTown Water Park's Dusty's Mindshaft Racer Slide for the not to exceed amount of $626,000 for a term of 90 days from the Notice to Proceed.

SR Agrmt No. A-9214 with Proslide Technology, Inc.docx
Agrmt No. A-9214 with Proslide Technology, Inc.pdf

5.4 Adopt Resolution No. CC 2025-018, a Resolution of the City Council of the City of Palmdale declaring a Housing Crisis in response to recent fires.
SR Reso. No. CC 2025-018.docx
Reso. No. CC 2025-018.docx

5.5 Approve the Third Amendment to the Legal Services Agreement with Civica Law Group, APC, to increase the agreement amount by $280,000, for Fiscal Year (FY) 2024-25 for a contract term through March 6, 2028.
SR Agrmt No. A-8272 Third Amendment with Civica Law Group APC.docx
Agrmt No. A-8272 Third Amendment with Civica Law Group APC.pdf
Agrmt No. A-8272 Second Amendment with Civica Law Group APC.pdf
Agrmt No. A-8272 First Amendment with Civica Law Group APC.pdf
Agrmt No. A-8272 with Civica Law Group APC.pdf

5.6 Approve Second Amendment to Agreement with SiFi Networks Palmdale, LLC for adjustments to construction methods for the installation of fiber optic in the public right-of-way and for increase to service costs.
SR Agrmt No. A-7258 Second Amendment with SiFi Networks Palmdale LLC.docx
Agrmt No. A-7258 Second Amendment with SiFi Networks Palmdale LLC.pdf
Agrmt No. A-7258 First Amendment with SiFi Networks Palmdale LLC.pdf
Agrmt No. A-7258 with SiFi Networks Palmdale LLC.pdf

5.7 Adopt Resolution No. CC 2025-009, a Resolution of the City Council of the City of Palmdale declaring its intention to conduct a public hearing to consider the vacation of portions of 8th Street East south of Rancho Vista Boulevard and north of East Avenue P-8.
SR Reso. No. CC 2025-009.docx
Reso. No. CC 2025-009.docx
Exh A and B Reso. No. CC 2025-009.pdf

5.8 Receive and file the Sanitary Sewer Management Plan (SSMP) Audit.
SR Palmdale SSMP Audit.docx
Rpt. City of Palmdale SSMP Audit Checklist Report 2024.pdf

5.9 Award and Approve agreement with Golden West Fence for Landscape Maintenance District (LMD) wrought iron fence replacement services in an amount not to exceed $138,820 for a term of 180 working days from the date of the Notice to Proceed.
SR Agrmt No. A-9204 with Golden West Fence.docx
Agrmt No. A-9204 with Golden West Fence.pdf

5.10 Notice of Completion (NOC) - Accept public street, sewer, and, drainage improvements for Tract 54058-04 located at 20th Street West and Avenue P-8.
SR NOC 05-156.docx
NOC 05-156.pdf

Exh A List of Completed Public Improvements 05-156.pdf
Exh B Site Map Location 05-156.pdf
Site Photo.pdf

5.11 Notice of Completion (NOC) - Accept public sewer and drainage improvements for Tract 60732 located at 20th Street West and Quick Street.
SR NOC 21-14.docx
NOC 21-14.pdf
Exh A List of Completed Public Improvements.pdf
Exh B Site Map Location.pdf
Site Map.pdf

5.12 Approve Requisition No. 250823 with Plumber's Depot, Inc. for the purchase of one WM350 Compact Steerable Pipe Transporter and one MZ350 OZ3 CCTV Camera for a total not to exceed amount of $236,202.
SR Req. No. 250823 with Plumbers Depot Inc.docx
Req. No. 250823 with Plumbers Depot Inc.pdf
HGACBuy Contract No. SC06-24.pdf

5.13 Approve the minutes from the previous meeting.
Mins 01 22 2025.pdf

6. JOINT CONSENT CALENDAR CC/SA/HA/IDA/PAA/PCA/PFA

6.1 Review and Approve the Fiscal Year 2024-25 Mid-Year Budget Adjustments, and Adopt Resolution No. CC 2025-021, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Plan for general positions.
SR Mid-Year Budget FY 2024-25.docx
Atch Mid-Year Budget FY 2024-25.pdf
Reso. No. CC 2025-021.docx
Exh 1 General Classification and Pay Plan.docx

6.2 Approve the minutes from the previous Housing Authority meeting.
Mins 01 08 2025 HA.pdf
Mins 12 18 2024 HA.pdf

7. PUBLIC HEARING

7.1 Public Hearing to review the Substantial Amendment to the 2024-2025 Annual Action Plan, the proposed Section 108 Application and the Expenditure of Community Development Block Grant (CDBG) Funds; Receive public comment in compliance with the requirements of the U.S. Department of Housing and Urban Development (HUD) and the City's Citizen Participation Plan; Approve the Substantial Amendment to the 2024-2025 Action Plan; and Adopt Resolution No. CC 2025-007, a Resolution of the City Council of the City of Palmdale Authorizing

the City Manager or her designee to submit the Section 108 Loan Guarantee Application to HUD for a $7,134,000 Loan for South Antelope Valley Emergency Services (SAVES) Facility Improvements

SR CC Section 108 App.docx
Reso. No. CC 2025-007.docx
Atch 1 Section 108 Application.pdf

7.2 Introduction and Adoption of Ordinance No. 1652, an Ordinance of the City Council of the City of Palmdale approving General Plan Amendment 23-0003, Zone Change 23-0003, Tentative Parcel Map 84001, Conditional Use Permit 22-006 and Site Plan Review 22-007 to modify the General Plan Land Use designation and zone from Mixed Use 2 to Neighborhood Commercial; subdivide 5.69 acres into two lots to facilitate the construction of a ten-island fueling station, a 7,258-square-foot grocery store, and a 2,127-square-foot drive-through carwash located on the northwest corner of East Avenue R and 25th Street East.

SR Ord. No. 1652 and Reso. No. CC 2025-011.docx
Ord. No. 1652.docx
Reso. No. CC 2025-011.docx
Exh F Reso. No. CC 2025-011 MND.pdf
Exh F Reso. No. CC 2025-011 MMRP.pdf

7.3 Introduction and Adoption of Ordinance No. 1653, an Ordinance of the City Council of the City of Palmdale approving Comprehensive Development 23-0002, and Adopt Resolution No. CC 2025-012 approving Conditional Use Permit 23-0018, and Vesting Tentative Tract Maps 23-0003 (VTTM 51508-3) and 23-0004 (VTTM 63145) to facilitate the development of approximately 75 acres for the purpose of constructing 627 single-family residences within Phase 1B of the Ritter Ranch Specific Plan generally located to the east and west of Westland Drive /Ranch Center Drive and south of City Ranch Road.

SR CDEV 23-0002.docx
Ord. No. 1653.docx
Exh E Ord. No. 1653 CDEV23-0002.pdf
Reso. No. CC 2025-012.docx
Exh H Reso. No. CC 2025-012 (VTTM 51508-03 COA's).docx
Exh I Reso. No. CC 2025-012 (VTTM 63145 COA's).docx
Exh J Reso. No. CC 2025-012 Addendum.pdf

8. APPOINTMENT

8.1 Appoint a member of the Council to serve as the delegate on the Southern California Association of Governments (SCAG) Regional Council District 43 for a two-year term.

SR SCAG.docx

9. NEW BUSINESS

9.1 Review the Fair Political Practices Commission ("FPPC") biannual Election Local Contribution Limitation; City Council consideration of removal of campaign contribution limitations for City of Palmdale Elections.

SR FPPC City Council Report.docx
FPPC Guidelines.pdf
Reso. No. CC 2025-022.docx

10. **CITY MANAGER'S REPORT**

11. **SHERIFF'S REPORT**

12. **NON-AGENDA PUBLIC COMMENTS*:***
Now is the time for public participation on items not listed on the agenda. Each speaker is allotted two (2) minutes total.

13. **COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS**

14. **PRESENTATION BY CITY ATTORNEY**

14.1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
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).

14.2 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:
Stoneham v. City of Palmdale et al, Claim Nos. L22-075, 076 and 0155

15. **ANNOUNCEMENT BY CITY ATTORNEY**

16. **ADJOURN** meeting to March 4, 2025, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

Americans with Disabilities Act (ADA) Accommodations
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 48 hours prior to the meeting. If you require oral translation, please contact the City Clerk's Office at (661) 267-5151 at least 48 hours prior to the meeting.

City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **RECEIVE AND FILE THE MONTHLY AND QUARTERLY INVESTMENT ACTIVITY REPORTS FOR DECEMBER 2024**

RECOMMENDATION

Staff recommends that the City Council:

Receive and file the monthly and quarterly investment activity reports for the City and Successor Agency for December 2024.

BACKGROUND

Pursuant to Section 16 of the City 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, issuer's name, purchase date, maturity date, amount of deposit, and interest rate. This information shall be provided for all City and Successor Agency pooled investments and for Certificates of Participation, Revenue Bonds, Tax Allocation Bonds, Assessment Districts, and Community Facilities District accounts managed by outside Fiscal Agents.

The monthly investment reports provide a synopsis of the City and Successor Agency's investment activity. They 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 sources of market prices.

DISCUSSION

Compliance with Investment Policy

For December, the City's invested portfolio totaled $323,444,696, an increase of $712,844 from the previous month and an increase of $17,039,556 compared to the prior year. The monthly increase resulted from the difference in maturities, new purchases, and interest earned during this period.

The par value of Successor Agency's portfolio as of December was $4,530,812. The balance decreased by $951,201 from the prior month due to debt service payments.

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, US 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 entities' investment policies: 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

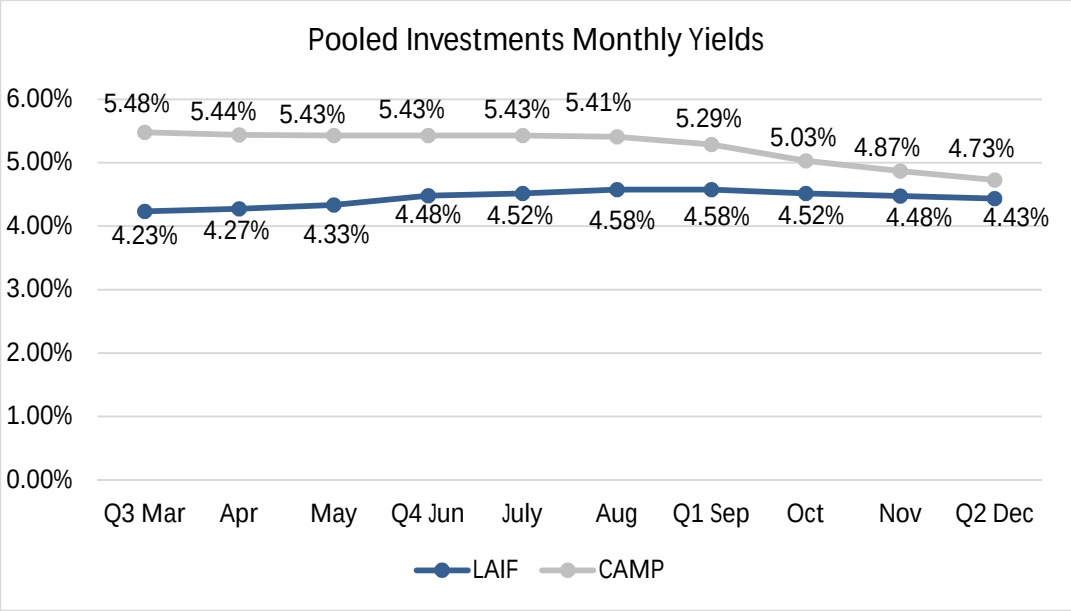
One core approach the Finance Division focuses on is providing liquidity to meet the City and Successor Agency's operational requirements. Thus, the City invests in two pooled funds, Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). These are intended for daily operational activities and can be used during economic uncertainties for ongoing operating and maintenance needs. The pooled funds provide a higher liquidity ratio to ensure the City and Successor Agency meet cash flow requirements.

The City's LAIF balance at the end of December was $111,810,289, an increase of $11,450,000 due to the transfer of funds between the City's General fund and LAIF for the current month.

The Successor Agency's LAIF balance at the end of December was $3,813,014, there were no changes from the prior month.

The City's CAMP balance at the end of December was $51,788,998 compared to $53,580,131 in November. The decrease is due to a withdrawal made during the month to cover operating expenses.

The interest rates presented are the most current rates available as of the date of this report. As of December 31, 2024, the interest rates for LAIF and CAMP investments were at 4.434 percent and 4.73 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of November were 4.48 percent and 4.87 percent. This time last year, LAIF and CAMP rates were at 3.929 percent and 5.55, respectively.



The chart above shows the LAIF and CAMP average monthly yields from March 2024 through December 2024. The difference between the two funds' performance is primarily due to their varying pool characteristics. CAMP's portfolio composition is more prone to market volatility, resulting in performance variations.

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.

The City 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 December 31, 2024.

The City and Successor Agency are expected to have sufficient funds to meet its expenditure requirements for the next six months. The Finance Division will continue to monitor current economic conditions and the impact on interest rates.

Attached are summaries of the investments in the City and Successor Agency's books as of December 31, 2024.

FISCAL IMPACT

$0; 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:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Rpt. Monthly and Quarterly Investment Reports December 2024

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
DECEMBER 31, 2024

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
U.S. TREASURY SECURITIES				Yield			
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note	2.63	3,000,000.00	3,260,634.36	2,902,140.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note	0.66	3,000,000.00	3,261,331.50	2,888,310.00
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note	2.63	5,000,000.00	5,451,958.35	4,836,900.00
03-08-23	03-31-26	CITY	9128286L9 U.S. Treasury Note	2.25	3,200,000.00	3,029,330.80	3,064,000.00
01-03-24	12-31-26	CITY	912828YX2 U.S. Treasury Note	0.04	5,000,000.00	4,696,880.23	4,666,600.00
01-03-24	06-30-27	CITY	91282CEW7 U.S. Treasury Note	0.04	5,000,000.00	4,897,630.28	4,825,200.00
01-03-24	09-30-27	CITY	91282CFM8 U.S. Treasury Note	0.04	2,500,000.00	2,523,771.66	2,472,450.00
01-08-24	02-15-26	CITY	91282CGL9 U.S. Treasury Note	0.04	5,000,000.00	4,987,205.23	4,932,250.00
01-08-24	06-15-26	CITY	91282CHH7 U.S. Treasury Note	0.04	5,000,000.00	5,001,760.94	4,942,800.00
12-18-24	09-30-29	CITY	91282CFL0 U.S. Treasury Note	0.39	5,000,000.00	4,977,094.45	4,977,094.45
12-18-24	10-31-29	CITY	91282CFT3 U.S. Treasury Note	0.40	5,000,000.00	4,988,321.47	4,988,321.47
12-18-24	11-30-29	CITY	91282CFY2 U.S. Treasury Note	0.39	5,000,000.00	4,942,086.29	4,942,086.29
			TOTAL U.S. TREASURY SECURITIES		$ 51,700,000.00	$ 52,018,005.56	$ 50,438,152.21
GOVERNMENT AGENCY PAPER							
06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit	0.78	5,000,000.00	5,000,000.00	4,781,500.00
04-01-21	04-01-25	CITY	3133EMUP5 Federal Farm Credit	0.71	5,000,000.00	5,000,000.00	4,826,404.05
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	0.59	1,000,000.00	1,103,275.25	976,880.00
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	0.57	2,000,000.00	2,208,460.00	1,953,760.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae	0.55	3,000,000.00	2,993,675.25	2,826,750.00
06-30-21	12-30-25	CITY	3130AMRQ7 Federal Home Loan Note	0.88	3,000,000.00	3,000,000.00	2,821,947.30
07-29-21	04-29-26	CITY	3130AN5C0 Federal Home Loan Note	1.05	4,000,000.00	4,010,455.13	3,734,320.00
12-17-21	11-12-25	CITY	3134GXBM5 Federal Home Loan Note	1.15	1,150,000.00	1,125,785.50	1,082,265.00
12-17-21	06-23-25	CITY	3133ENHW3 Federal Farm Credit	1.17	10,000,000.00	10,000,000.00	9,595,310.20
12-20-21	07-30-25	CITY	3136G4ZP1 Fannie Mae	0.65	3,500,000.00	3,444,175.00	3,339,331.94
12-20-21	09-24-25	CITY	3134GWUG9 Freddie Mac	0.57	10,000,000.00	9,806,600.00	9,459,892.40
12-21-21	12-22-26	CITY	3133ENJC5 Federal Farm Credit	1.29	5,000,000.00	5,000,000.00	4,589,481.35
01-14-22	01-14-25	CITY	3130AQEA7 Federal Home Loan Note	1.05	7,000,000.00	7,000,000.00	6,839,056.49
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit	3.34	1,810,000.00	1,660,349.20	1,722,111.58
06-29-22	03-28-25	CITY	3130A5DH9 Federal Home Loan Note	3.34	1,950,000.00	1,937,715.00	1,920,301.71
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Note	3.33	5,000,000.00	4,479,000.00	4,533,218.00
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac	0.80	5,000,000.00	4,539,500.00	4,562,202.10
01-06-23	02-25-27	CITY	3130AQRH8 Federal Home Loan Note	4.38	5,000,000.00	4,590,638.89	4,670,265.65
01-06-23	04-19-27	CITY	3130ARHJ3 Federal Home Loan Note	4.38	5,000,000.00	4,801,354.86	4,801,570.80
05-18-23	05-18-27	CITY	3133EPKC8 Federal Farm Credit	5.39	5,000,000.00	5,000,000.00	4,991,602.80
06-05-23	05-30-28	CITY	3133EPLE3 Federal Farm Credit	4.67	2,815,000.00	2,822,746.50	2,790,565.80
05-03-24	05-01-28	CITY	3133ERCX7 Federal Farm Credit	5.17	5,000,000.00	5,000,000.00	5,000,777.50
12-03-24	12-04-29	CITY	3130B3XP3 Federal Home Loan	4.50	1,000,000.00	1,000,000.00	1,000,000.00
12-04-24	12-02-27	CITY	3133ERE23 Federal Farm Credit	4.32	1,000,000.00	1,000,000.00	1,000,000.00
			TOTAL GOVERNMENT AGENCY PAPER		$ 98,225,000.00	$ 96,523,730.58	$ 93,819,514.67

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
DECEMBER 31, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
CERTIFICATES OF DEPOSIT							
01-04-24	06-15-26	CITY	05580A4Y7 BMW Bank of NA NA	4.03	240,000.00	243,434.40	238,848.00
01-04-24	11-30-27	CITY	46656MVH1 JPMorgan Chase Bank	4.76	240,000.00	242,022.91	240,415.20
01-04-24	12-28-28	CITY	09582YAV4 Blue Ridge Bank NA	4.09	240,000.00	240,948.00	234,677.60
06-11-24	06-12-28	CITY	59541KCV7 Mid-Missouri Bank	5.15	245,000.00	245,034.57	243,510.50
06-11-24	06-11-26	CITY	38150VUZ0 Goldman Sachs Bank	5.05	245,000.00	245,033.90	245,615.57
06-13-24	06-13-29	CITY	89235MPP0 Toyota Financial SGS	4.65	245,000.00	245,000.00	246,281.17
06-14-24	06-15-26	CITY	34520LBC6 Forbright Bank	5.05	245,000.00	245,000.00	245,699.42
06-14-24	06-14-28	CITY	307811KA6 Farmers & Merchs Bank	5.00	245,000.00	245,000.00	242,169.22
06-14-24	06-14-29	CITY	69503PAB7 Pacific Valley Bank	5.20	245,000.00	245,000.00	243,313.18
06-17-24	06-17-26	CITY	8562855V9 State Bank of India	5.10	245,000.00	245,000.00	245,875.30
06-18-24	06-18-29	CITY	229083AA8 Evangeline Bank & Trust	5.30	245,000.00	245,000.00	245,000.16
06-20-24	06-22-26	CITY	06051XER9 Bank of America NA	5.05	245,000.00	245,000.00	245,737.44
06-21-24	06-22-26	CITY	35634MAE1 Freedom Bank/Maywood NJ	5.05	245,000.00	245,000.00	245,737.72
06-25-24	06-25-29	CITY	09776DAG9 BOM Bank	5.35	245,000.00	245,000.00	245,000.11
			TOTAL CERTIFICATES OF DEPOSIT		$ 3,415,000.00	$ 3,421,473.78	$ 3,407,880.59
05-17-23	03-01-26	CITY	30231GAT9 Exxon Mobile Corporation	3.04	1,000,000.00	982,084.11	967,125.82
05-17-23	03-02-26	CITY	194162AQ6 Colgate-Palmolive CO Global	4.80	1,000,000.00	1,035,553.33	997,703.43
05-17-23	01-26-26	CITY	742718FY0 Procter & Gamble CO Global	4.10	1,000,000.00	1,018,471.67	987,387.46
01-04-24	07-27-26	CITY	61761J3R8 Morgan Stanley	4.70	500,000.00	481,185.25	478,020.00
01-04-24	06-15-26	CITY	46625HRS1 JPMorgan Chase & CO	4.52	500,000.00	484,840.25	481,325.00
01-04-24	03-02-28	CITY	718172CE7 Philip Morris Intl Inc	4.49	500,000.00	474,395.25	466,815.00
01-04-24	04-01-27	CITY	808513BW4 Charles Schaw Corp	4.68	500,000.00	479,390.25	477,190.00
01-09-24	06-02-26	CITY	11271LAA0 Brookfield Fin Inc	5.13	500,000.00	490,115.25	489,610.00
01-09-24	11-28-28	CITY	05565QDH8 BP Capital Markets PLC	4.48	500,000.00	483,460.25	475,490.00
01-09-24	01-28-26	CITY	06406RAQ0 Bank OF NY Mellon Corp	4.52	500,000.00	463,355.25	466,490.00
01-09-24	07-09-27	CITY	22550L2K6 Crdit Suisse New York	4.92	500,000.00	500,910.25	495,950.00
01-09-24	08-15-28	CITY	797440CE2 San Diego G & E	4.49	500,000.00	509,340.25	497,940.00
01-09-24	07-01-27	CITY	75973QAA5 Reneissance Financial	5.01	500,000.00	475,470.25	473,980.00
01-09-24	01-27-26	CITY	780082AD5 Royal Bank of Canada	4.97	500,000.00	496,930.25	492,915.00
08-27-24	02-01-29	CITY	06406RBN6 Bank of NY Mellon Corp	4.20	656,000.00	$ 663,116.29	$ 663,116.29
			TOTAL CORPORATE BONDS		$9,156,000	$9,038,618	$ 8,911,058.00
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY	98-19-620	0.78	60,741,881.10	60,741,881.10	60,741,881.10
6-23-2008	n/a	PCA	40-19-060	0.78	0.00	0.00	0.00
9-19-2024	n/a	PFA	40-19-078		36,500,000.00	36,500,000.00	26,545,708.74
9-28-2021	n/a	ARPA	19-19-004	0.78	14,568,407.79	14,568,407.79	14,568,407.79
			TOTAL LAIF ACCOUNTS		$ 111,810,288.89	$ 111,810,288.89	$ 101,855,997.63
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY	6080-01	0.30	51,788,998.05	51,788,998.05	51,788,998.05
			TOTAL CAMP ACCOUNTS		$ 51,788,998.05	$ 51,788,998.05	$ 51,788,998.05
UBS FINANCIAL SERVICES							
n/a	n/a	CITY		0.00	3,268,803.81	3,268,803.81	3,268,803.81
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 3,268,803.81	$ 3,268,803.81	$ 3,268,803.81
			TOTAL CITY INVESTMENTS		$ 329,364,090.75	$ 327,869,918.82	$ 313,490,404.96

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
DECEMBER 31, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
			LIBRARY INVESTMENTS				
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
11-20-84	n/a	LIBRARY	16-19-012	0.78			13,469.86
			TOTAL LIBRARY INVESTMENTS				$ 13,469.86
			FISCAL AGENT CASH				
SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
05-10-95	n/a	BOND	95421220	0.35			118.24
05-10-95	n/a	IMPROVEMENT	95421222	0.10			171,844.02
			TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1				$ 171,962.26
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			13.63
04-06-95	n/a	IMPV-ACQUI	95420884	0.01			2,860,351.15
04-06-95	n/a	BOND	95420887	0.15			0.15
			TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1				$ 2,860,364.93
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			101,451.92
08-01-19	n/a	RESERVE	242969003	0.00			1,447,066.24
08-01-19	n/a	SP TAX - REFNDING BOND	242969004	0.01			15,151.25
			TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1				$ 1,563,669.41
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			462,140.49
	n/a	RESERVE FUND	251009001	0.01			648,638.13
			TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021				$ 1,110,778.62

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
DECEMBER 31, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
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			115,442.59
11-08-06	n/a	ADM EXP	106844002	0.01			1,768.30
11-08-06	n/a	RESERVE FUND	106844003	0.01			92,406.18
		TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB					$ 209,617.07
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			2,979,534.29
		TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW					$ 2,979,512.65
2015 HA DEBT SERVICE RESERVE							
Fiscal Agent: Bank of America							
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08			40,526.81
		TOTAL 2015 HA DEBT SERVICE RESERVE					$ 40,526.81
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND							
05-23-18	n/a	CITY	04790895775 Public Agency Retirement Servi	2.60			10,276,186.99
		TOTAL PARS PENSION TRUST FUND					$ 10,276,186.99
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			103,971.17
09-03-15	n/a	INTEREST ACCT	277067001	0.01			5.87
09-03-15	n/a	BOND RESERVE	277067003	0.00			281,016.15
09-03-15	n/a	REPAIR & REPLACE FUND	277067004	0.00			1,325,881.02
		TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS					$ 1,710,874.21

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
DECEMBER 31, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
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			0.98
04-05-17	n/a	REVENUE REFUNDING BON	271128001	n/a			0.03
$42,830	n/a	REVENUE REFUNDING BON	271128002				0.10
		TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS					$ 1.11
BOND PROCEEDS							
2023 A&B SERIES ACQUISITION & CONSTRUCTION REVENUE BOND							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
			248041000				7.49
11-30-23	n/a	INTEREST	248041001				560,547.25
11-30-23	n/a	REVENUE FUND	248041004				13.54
11-30-23	n/a	INTEREST	248041007				0.32
11-30-23	n/a	REVENUE FUND	248041008				4,800,181.03
		TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND					$ 5,360,749.63
		GRAND TOTAL - FISCAL AGENT CASH					$ 26,284,243.69

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand			$ 11,291,041
Pooled Cash Investments			
City:	$	306,804,267	
Insur Fund:		$6,686,138	$ 313,490,405
Library Investments			$13,470
Subtotal			$ 324,794,916
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			$ 26,284,244
Grand total			$ 351,079,160

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 December 31, 2024.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
DECEMBER 31, 2024

CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
December 31, 2024

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - CITY ACCOUNT 98-19-620				
Beginning Balance				$ 49,241,881.10
12-04-24		$ (2,500,000.00)		
12-30-24			$ 14,000,000.00	
Subtotal	$ -	$ (2,500,000.00)	$ 14,000,000.00	$ 60,741,881.10
LAIF - PFA ACCOUNT 40-19-078				
Beginning Balance				$ 26,545,708.74
Subtotal	$ -	$ -	$ -	$ 26,545,708.74
LAIF - LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 13,469.86
Subtotal	$ -	$ -	$ -	$ 13,469.86
LAIF - ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 14,568,407.79
Subtotal	$ -	$ -	$ -	$ 14,568,407.79
CAMP				
Beginning Balance				$ 53,580,131.00
12-10-24		$ (2,000,000.00)		
12-31-24			$ 208,867.05	
Subtotal	$ -	$ (2,000,000.00)	$ 208,867.05	$ 51,788,998.05
UBS Financial Services				
Beginning Balance				$ 49.91
12-31-24			$ 464,745.90	
12-31-24	$ 18,000,000.00			
12-31-24		$ (366,640.31)		
12/31/24		$ (14,829,351.69)		
Subtotal	$ 18,000,000.00	$ (15,195,992.00)	$ 464,745.90	$ 3,268,803.81
Total	$ 18,000,000.00	$ (19,971,317.60)	$ 14,948,938.55	$ 156,927,269.35

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
DECEMBER 31, 2024

CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED

December 31, 2024

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

ISSUER	PURCHASE DATE	MATURITY DATE		FACE VALUE REDEEMED	INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
						$ -		-
91282CDN8 U.S. Treasury Note	12-17-21	12-15-24	TN = US Treasury	10,000,000.00	$ 50,000.00	$ 10,050,000.00	9,807,400.00	192,600.00
91282CDN8 U.S. Treasury Note	12-22-21	12-15-24	TN = US Treasury	$ 5,000,000.00	$ 25,000.00	$ 5,025,000.00	4,903,700.00	96,300.00
9128283P3 U.S. Treasury Note	05-11-21	12-31-24	TN = US Treasury	$ 3,000,000.00	$ 33,750.00	$ 3,033,750.00	2,954,940.00	45,060.00
3130AQDY6 Federal Home Loan Note	12-17-21	12-30-24	FP = Federal Paper	$ 6,750,000.00	$ 33,750.00	$ 6,783,750.00	6,603,527.70	146,472.30
91282CDN8 U.S. Treasury Note	12-20-21	12-15-24	TN = US Treasury	$ 5,000,000.00	$ 25,000.00	$ 5,025,000.00	4,903,710.95	96,289.05
				$ 29,750,000.00	$ 167,500.00	$ 29,917,500.00	$ 29,173,278.65	576,721.35

Total Number of Transactions: 5

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
DECEMBER 31, 2024

POOLED CASH - INVESTMENTS PURCHASED
December 31, 2024

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
91282CFL0 U.S. Treasury Note	12-18-24	TN	09-30-29	$ 5,000,000.00	(22,905.55)	$ 4,977,094.45	$ 42,050.14	$ 5,019,144.59	0.39%
91282CFT3 U.S. Treasury Note	12-18-24	TN	10-31-29	$ 5,000,000.00	(11,678.53)	$ 4,988,321.47	$ 26,519.34	$ 5,014,840.81	0.40%
91282CFY2 U.S. Treasury Note	12-18-24	TN	11-30-29	$ 5,000,000.00	(57,913.71)	$ 4,942,086.29	$ 9,581.04	$ 4,951,667.33	0.39%
3130B3XP3 Federal Home Loan Bank	12-03-24	FP	12-04-29	$ 1,000,000.00	-	$ 1,000,000.00	$ -	$ 1,000,000.00	4.50%
3133ERE23 Federal Farm Credit Bank	12-04-24	FP	12-02-27	$ 1,000,000.00	-	$ 1,000,000.00	$ 120.00	$ 1,000,120.00	4.32%
					-				
				$ 17,000,000.00	$ (34,584.08)	$ 16,907,502.21	$ 78,270.52	$ 16,985,772.73	

Total Number of Transactions: 5

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
December 31, 2024

POOLED CASH - STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
LAIF - SA ACCOUNT 65-19-035						
09-01-84	n/a	SA Account	65-19-035	0.78	3,813,014.43	
						$ 3,813,014.43

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	2.54	529,631.70	
08-20-02	n/a	Interest Acct	94460701	0.04	40,952.19	
08-20-02	n/a	Principal Acct	94460702	0.04	333.62	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 570,917.51
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	5.96	
04-26-16	n/a	Interest Acc	245113001	N/A	0.00	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 5.96
GRAND TOTAL - FISCAL AGENT CASH						$570,923

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$	146,875
Pooled Cash Investments	$	3,813,014
Successor Agency Fiscal Agent Cash	$	570,923
Grand total	$	4,530,812

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available. LAIF interest rates are as of December 31, 2024.

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

POOLED CASH - STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)
December 31, 2024

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - SA ACCOUNT 65-19-035				
Beginning Balance				$ 3,813,014.43
Subtotal	$ -	$ -	$ -	$ 3,813,014.43

PORTFOLIO REVIEW AND ANALYSIS

City of Palmdale

Palmdale, CA

As of Date: 12/31/2024 | Pricing as of: 12/31/2024 | Date of Analysis: 01/10/2025

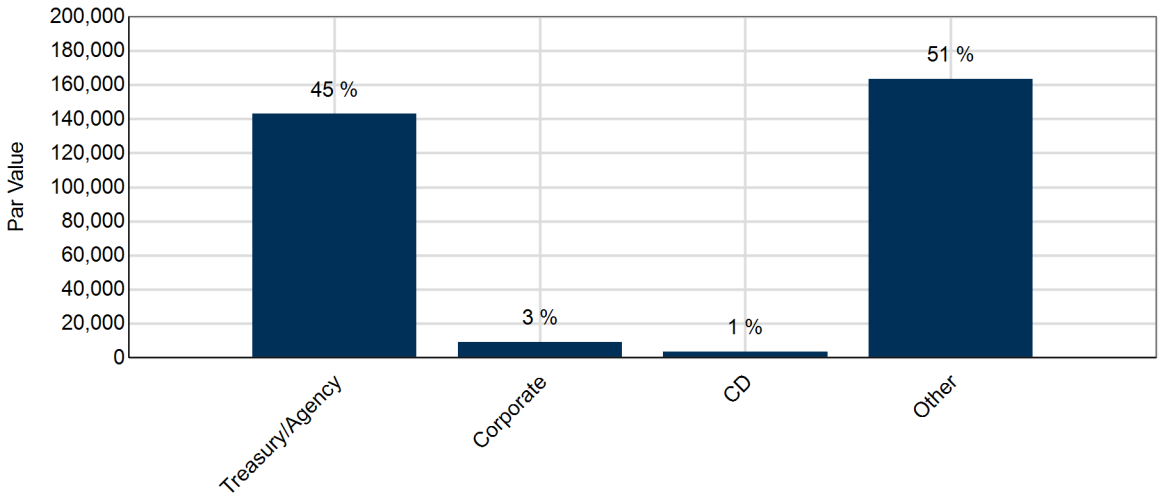
Account Executive: Bill Blackwill



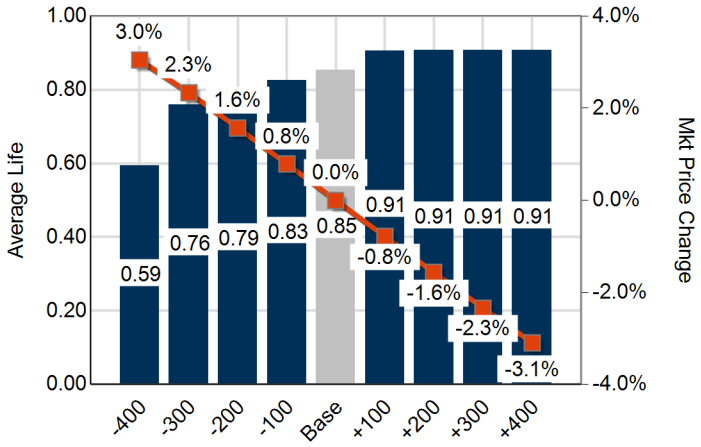
Portfolio Overview

Book Value	319,145
# Securities	67
Average Size (Book)	4,763
Yield at Book	1.46
Market Yield	2.42
$ Gain/Loss	-3,465
% Gain/Loss	-1.1%
Average Life	0.85
Average Life +300bps	0.91
% Price Change +100bps	-0.79
% Price Change +300bps	-2.34
Effective Duration	0.78
Effective Convexity	0.00
AFS / HTM%	100% / 0%
Fixed / Floating	100% / 0%
ESG/Green Par (000's)	$500 / $500

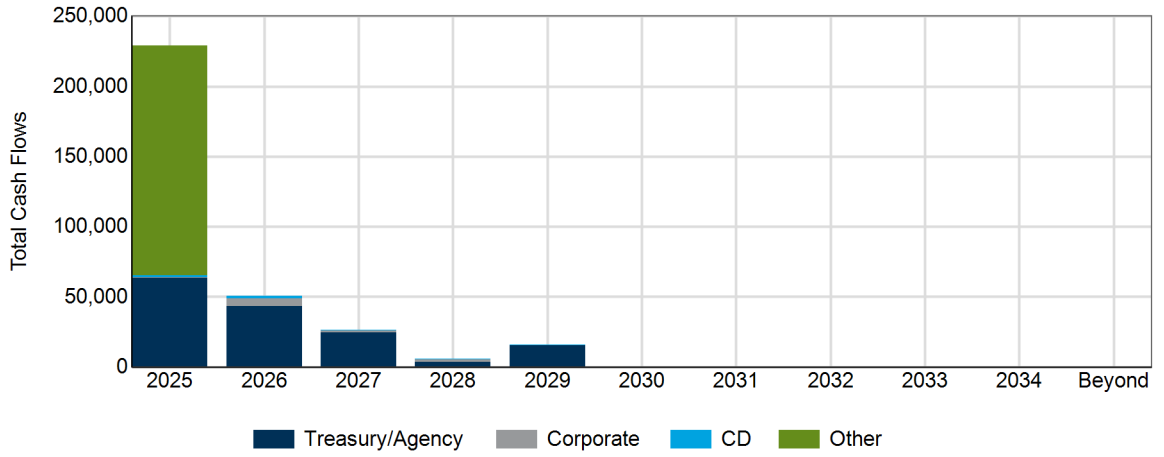
Sector Allocation



Average Life vs Price Sensitivity



Annual Projected Cash Flows By Sector



Historical Portfolio Overview

	12/31/2024	09/30/2024	06/30/2024	03/31/2024
Book Value	319,145	334,816	353,483	331,180
Yield at Book	1.46	1.30	1.40	1.39
Yield at Book (+100)	1.46	1.30	1.40	1.39
Yield at Book (+300)	1.46	1.30	1.40	1.39
Yield at Book (-100)	1.46	1.30	1.40	1.39
WAL	0.85	0.71	0.90	0.98
WAL (+100)	0.91	0.73	0.90	1.00
WAL (+300)	0.91	0.73	0.90	1.00
WAL (-100)	0.83	0.66	0.79	0.92
% Price Change (+100)	-0.8%	-0.6%	-0.8%	-0.9%
% Price Change (+300)	-2.3%	-1.9%	-2.3%	-2.6%
% Price Change (-100)	0.8%	0.6%	0.7%	0.8%
Effective Duration	0.78	0.62	0.74	0.85
Effective Convexity	0.00	-0.01	-0.02	-0.02
$ Gain/Loss	-3,465	-3,212	-6,469	-7,376
% Gain/Loss	-1.1%	-1.0%	-1.8%	-2.2%
$ Gain/Loss (+300)	-10,857	-9,473	-14,399	-15,728
Principal Cash Flow 2 yrs out	86%	87%	83%	83%
Principal Cash Flow 2 yrs out (+100)	83%	86%	83%	82%
Principal Cash Flow 2 yrs out (+300)	83%	86%	83%	82%
Principal Cash Flow 2 yrs out (-100)	87%	89%	88%	85%

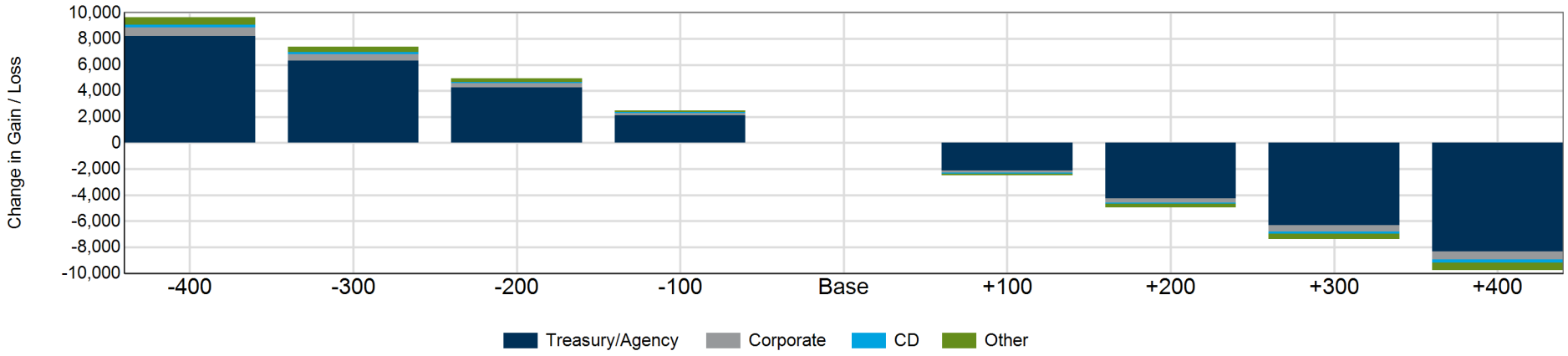
Portfolio Sector Summary

Sector	Portfolio %	Par Value	Cpn	Maturity	Book Value	Yield @Bk	Market Value	Yield	% Price Change -100	% Price Change +100	% Price Change +300	Gain/(Loss) $	Gain/(Loss) %	Effective WAL	Effective Dur	Effective Cvx	AFS %
Treasury (12)	16.2%	51,700	3.30	2.5 yrs	51,700	3.29	50,754	4.28	2.4	-2.3	-6.5	-946	-1.8%	2.52	2.31	0.10	100 %
Agency Bullet (4)	4.1%	13,000	1.38	0.4 yrs	13,000	1.38	12,873	4.08	0.4	-0.4	-1.1	-127	-1.0%	0.37	0.36	0.01	100 %
Callable Agency (18)	24.5%	78,275	1.59	1.5 yrs	78,275	1.59	75,989	4.40	1.2	-1.2	-3.8	-2,286	-2.9%	1.30	1.19	-0.07	100 %
Treasury/Agency (34)	44.8%	142,975	2.19	1.7 yrs	142,975	2.18	139,616	4.33	1.5	-1.5	-4.5	-3,359	-2.3%	1.65	1.52	0.00	100 %
Finance (10)	1.6%	5,156	3.63	2.2 yrs	5,156	3.63	5,054	4.78	2.1	-2.0	-5.9	-102	-2.0%	2.12	2.04	0.04	100 %
Industrial (4)	1.1%	3,500	3.86	1.4 yrs	3,500	3.86	3,460	4.48	1.3	-1.3	-3.9	-40	-1.1%	1.43	1.32	0.03	100 %
Utility (1)	0.2%	500	4.95	3.6 yrs	500	4.95	502	4.84	3.3	-3.2	-9.2	2	0.4%	3.63	3.18	0.11	100 %
Corporate (15)	2.9%	9,156	3.79	2.0 yrs	9,156	3.79	9,016	4.67	1.9	-1.8	-5.3	-140	-1.5%	1.94	1.82	0.04	100 %
NCD (14)	1.1%	3,415	4.99	2.8 yrs	3,415	4.99	3,449	4.09	1.3	-1.4	-5.1	34	1.0%	1.36	1.34	-0.10	100 %
CD (14)	1.1%	3,415	4.99	2.8 yrs	3,415	4.99	3,449	4.09	1.3	-1.4	-5.1	34	1.0%	1.36	1.34	-0.10	100 %
Cash & Other (4)	51.3%	163,599	0.63	0.1 yrs	163,599	0.63	163,599	0.63	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %
Other (4)	51.3%	163,599	0.63	0.1 yrs	163,599	0.63	163,599	0.63	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %
Total (67)	100.0%	319,145	1.46	0.9 yrs	319,145	1.46	315,680	2.42	0.8	-0.8	-2.3	-3,465	-1.1%	0.85	0.78	0.00	100 %

Shocked Analysis

	-300	-200	-100	Base	+100	+200	+300
Par Value	319,145	319,145	319,145	319,145	319,145	319,145	319,145
Book Value	319,145	319,145	319,145	319,145	319,145	319,145	319,145
Market Value	323,064	320,637	318,165	315,680	313,193	310,719	308,288
Gain/(Loss)	3,919	1,492	-981	-3,465	-5,953	-8,426	-10,857
Gain/(Loss) %	1.2%	0.5%	-0.3%	-1.1%	-1.9%	-2.6%	-3.4%
Gain/(Loss) % - Chg from Base	2.3%	1.6%	0.8%	0.0%	-0.8%	-1.6%	-2.3%
Book Price	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Yield at Book	1.46	1.46	1.46	1.46	1.46	1.46	1.46
Market Price	101.23	100.47	99.69	98.91	98.13	97.36	96.60
Market Yield	-0.57	0.42	1.41	2.42	3.42	4.41	5.42
WAL	0.76	0.79	0.83	0.85	0.91	0.91	0.91
Effective Duration	0.00	0.00	0.00	0.78	0.00	0.00	0.00
Effective Convexity	0.00	0.00	0.00	0.00	0.00	0.00	0.00

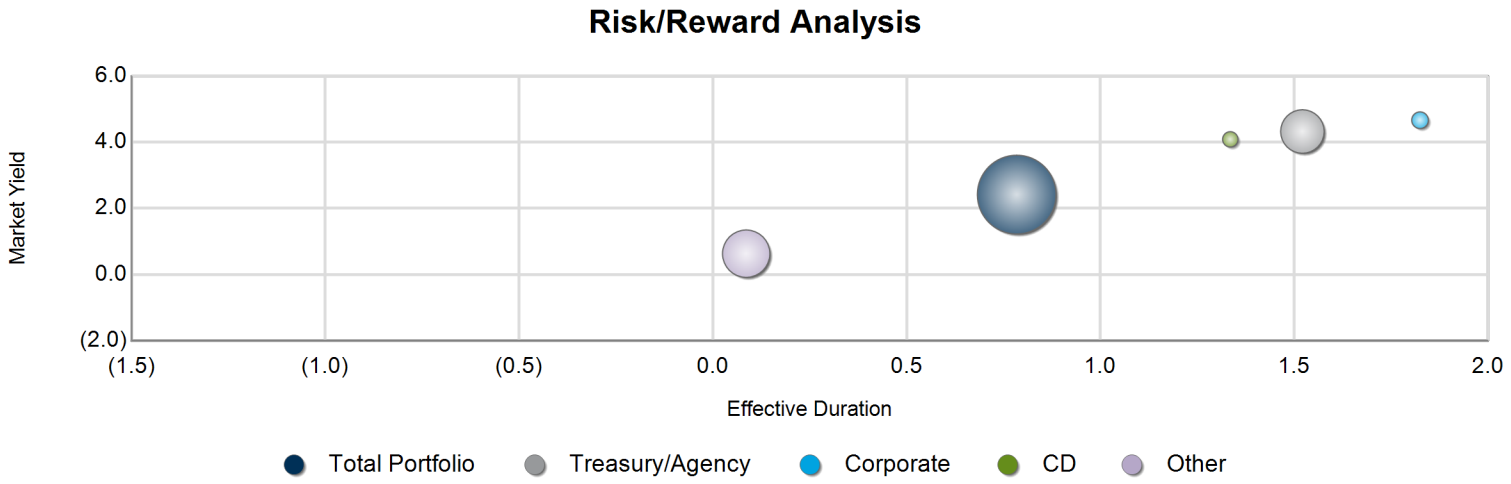
Change in Gain/Loss by Rate Shock Scenario



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
Treasury/Agency	1.5%	139,616	-1.5%	-3.0%	-4.5%	1.5%						
Corporate	1.9%	9,016	-1.8%	-3.6%	-5.3%	1.8%						
CD	1.3%	3,449	-1.5%	-3.2%	-5.1%	1.3%						
Other	0.1%	163,599	-0.1%	-0.2%	-0.3%	0.1%						
Total	0.8%	315,680	-0.8%	-1.6%	-2.3%	0.8%						
Scenario Market Val	318,165	315,680	313,193	310,719	308,288							
Scenario Gain/Loss	-981	-3,465	-5,953	-8,426	-10,857							

Total Portfolio (AFS + HTM):	
% Change in Market Val from Level	
-200 bps	1.6%
-100 bps	0.8%
Level Market Val	315,680
+100 bps	-0.8%
+200 bps	-1.6%
+300 bps	-2.3%
+400 bps	-3.1%
Effective Duration	*0.78*
Effective Convexity	0.00



Peer Group Comparison

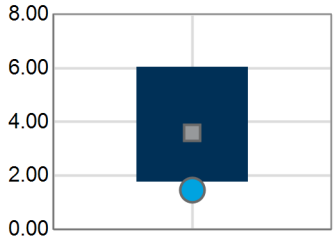
Peer	As of Date	Book Value	G/L %	Yield @Bk	Average Life Base	Average Life -100	Average Life +300	% Price Change -100	% Price Change +100	% Price Change +300	Effective Dur	Effective Cvx	UST Agy	Fix MBS	ARM	Fix CMO	Flt CMO	Agy CMBS	Sm Bus.	Prv Label	Muni	Corp	CD & Oth	% Fixed	% AFS
1	10/24	258,610	-0.9	3.56	2.4	2.4	2.5	2.2	-2.2	-6.4	2.2	0.0	51%	0%	0%	0%	0%	0%	0%	0%	22%	15%	12%	100%	100%
2	11/24	191,434	-2.0	2.97	1.8	1.1	2.5	1.2	-1.5	-5.3	1.3	-0.4	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
3	10/24	181,850	0.7	5.54	5.8	3.6	9.4	2.5	-3.5	-12.8	3.0	-1.1	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
4	12/24	179,040	-6.1	3.11	5.1	5.0	5.1	4.5	-4.2	-12.0	4.3	0.2	34%	1%	0%	0%	0%	29%	0%	0%	23%	12%	0%	100%	100%
5	12/24	165,775	-1.1	4.59	2.9	2.5	3.6	1.9	-2.0	-6.4	1.5	0.0	3%	9%	11%	8%	6%	8%	4%	0%	20%	31%	0%	81%	100%
6	09/24	475,994	-1.2	3.76	1.8	1.7	2.1	1.0	-1.1	-3.4	1.0	0.0	49%	7%	3%	0%	0%	1%	13%	0%	6%	21%	0%	77%	100%
7	10/24	155,226	-0.6	3.51	2.5	2.5	2.7	2.4	-2.3	-6.8	2.3	0.0	72%	0%	0%	0%	0%	0%	0%	0%	0%	1%	27%	100%	100%
8	11/24	146,967	-0.9	3.66	1.2	1.1	1.4	1.0	-1.1	-3.4	1.1	-0.1	21%	0%	0%	0%	0%	2%	0%	0%	38%	2%	37%	100%	100%
9	10/24	130,089	-0.6	3.69	1.8	1.8	2.1	1.7	-1.7	-5.2	1.7	0.0	78%	0%	0%	0%	0%	0%	0%	0%	6%	9%	7%	100%	100%
10	12/24	126,240	0.0	2.30	1.0	0.9	1.3	0.9	-1.0	-3.3	0.9	-0.3	56%	0%	0%	0%	0%	1%	0%	0%	0%	0%	44%	100%	100%
11	09/24	102,469	-0.8	3.54	2.4	2.3	2.6	2.2	-2.2	-6.5	2.2	0.0	63%	0%	0%	1%	0%	4%	0%	3%	0%	17%	12%	99%	100%
12	10/24	96,729	-1.5	2.72	2.2	2.1	2.2	1.9	-1.9	-5.6	1.9	0.0	56%	0%	0%	0%	0%	15%	0%	0%	6%	1%	23%	100%	100%
13	11/24	566,094	-1.4	2.95	2.0	2.0	2.0	1.9	-1.9	-5.4	1.9	0.1	53%	0%	0%	0%	0%	0%	0%	0%	43%	0%	4%	100%	100%
14	11/24	71,232	-0.8	3.30	2.3	2.2	2.3	2.0	-2.0	-6.0	2.0	0.0	77%	0%	0%	0%	0%	0%	0%	0%	20%	0%	3%	100%	100%
15	10/24	573,867	-4.1	2.39	3.2	3.1	3.4	2.8	-2.8	-8.1	2.8	0.0	45%	0%	0%	0%	0%	0%	0%	0%	41%	6%	7%	100%	100%
16	11/24	58,125	0.6	5.43	1.0	1.0	1.1	0.9	-0.9	-2.9	0.9	0.0	22%	0%	0%	0%	0%	0%	0%	0%	30%	0%	49%	99%	100%
17	12/24	54,177	-0.3	4.42	2.0	1.5	2.7	1.6	-1.9	-6.1	1.7	-0.1	55%	0%	0%	0%	0%	9%	0%	0%	0%	0%	36%	100%	100%
18	12/24	49,246	-2.9	2.07	1.4	1.4	1.4	1.3	-1.3	-3.9	1.3	0.0	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%
19	12/24	42,501	1.6	6.04	2.8	2.8	2.8	2.5	-2.5	-7.2	2.5	0.1	12%	0%	0%	0%	0%	70%	0%	0%	1%	0%	17%	100%	100%
20	12/24	39,813	-3.7	1.77	1.8	1.8	1.8	1.7	-1.7	-5.0	1.7	0.0	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%
21	09/24	34,699	-0.8	3.53	1.4	1.4	2.5	1.3	-1.5	-5.0	1.4	-0.2	36%	0%	0%	0%	0%	8%	0%	0%	1%	3%	52%	100%	100%
22	10/24	27,633	-2.7	1.96	1.5	1.5	1.7	1.4	-1.5	-4.4	1.5	0.0	58%	0%	0%	0%	0%	3%	0%	0%	1%	0%	39%	100%	100%
23	09/24	26,787	-1.4	3.13	2.1	2.0	2.4	1.9	-1.9	-5.8	1.9	0.0	31%	0%	0%	0%	0%	9%	0%	0%	18%	6%	37%	100%	100%
24	11/24	24,759	0.0	4.33	4.8	4.6	4.8	4.2	-4.1	-11.6	4.1	0.1	53%	19%	0%	0%	0%	28%	0%	0%	0%	0%	0%	100%	100%
25	11/24	16,006	0.0	5.65	1.1	1.1	1.1	1.0	-1.0	-3.1	1.0	0.0	6%	0%	0%	0%	0%	0%	0%	0%	19%	0%	75%	100%	100%
Avg		151,815	-1.2	3.60	2.3	2.1	2.7	1.9	-2.0	-6.1	1.9	-0.1	49%	5%	1%	0%	0%	8%	1%	0%	12%	5%	19%	98%	100%
Port		319,145	-1.1	1.46	0.9	0.8	0.9	0.8	-0.8	-2.3	0.8	0.0	45%	0%	0%	0%	0%	0%	0%	0%	0%	3%	52%	100%	100%
Diff		167,331	0.2	-2.13	-1.5	-1.3	-1.8	-1.1	1.2	3.7	-1.1	0.1	-4%	-5%	-1%	0%	0%	-8%	-1%	0%	-12%	-2%	33%	2%	0%

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

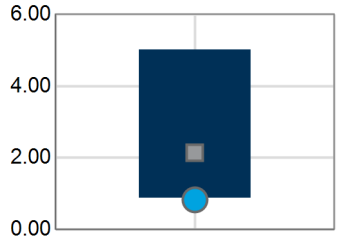
Summary Peer Comparison

Yield and Average Life Peer Comparison

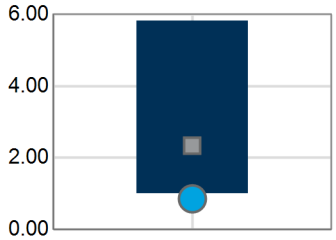
Yield at Book



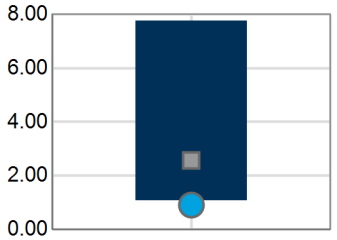
Down 100 Avg Life



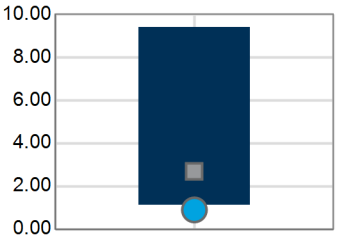
Base Avg Life



Up 100 Avg Life

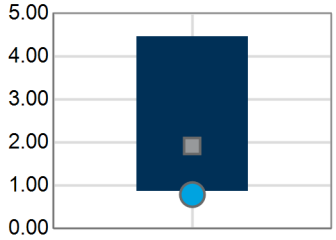


Up 300 Avg Life

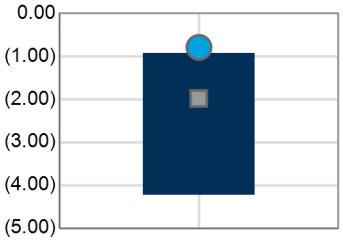


Price Risk Peer Comparison

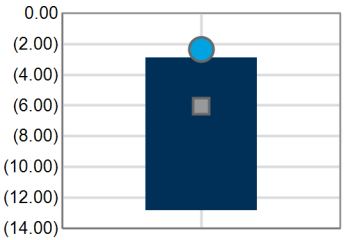
Down 100 Px Chg



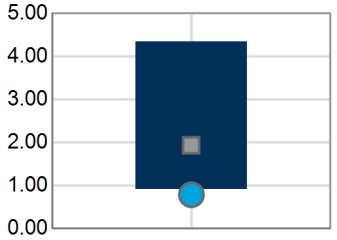
Up 100 Px Chg



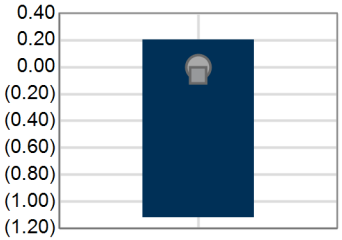
Up 300 Px Chg



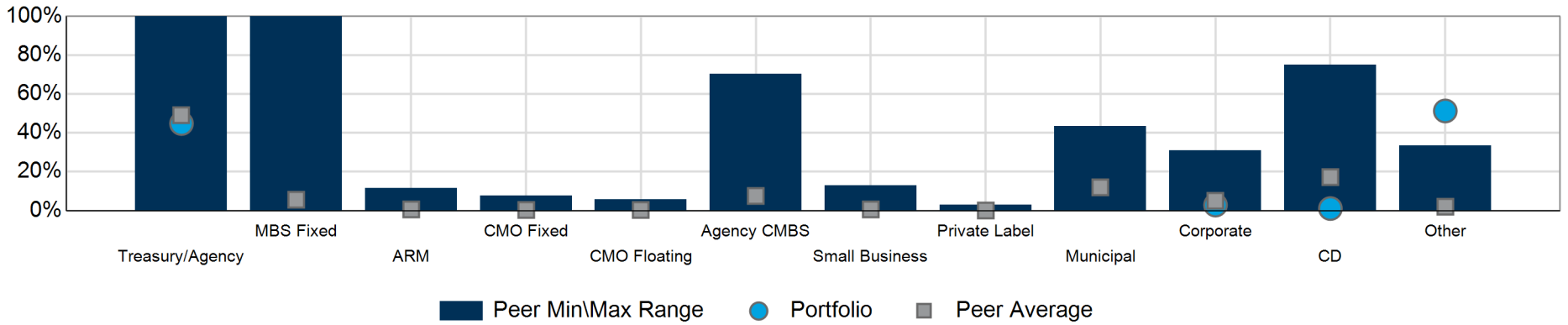
Effective Duration



Effective Convexity



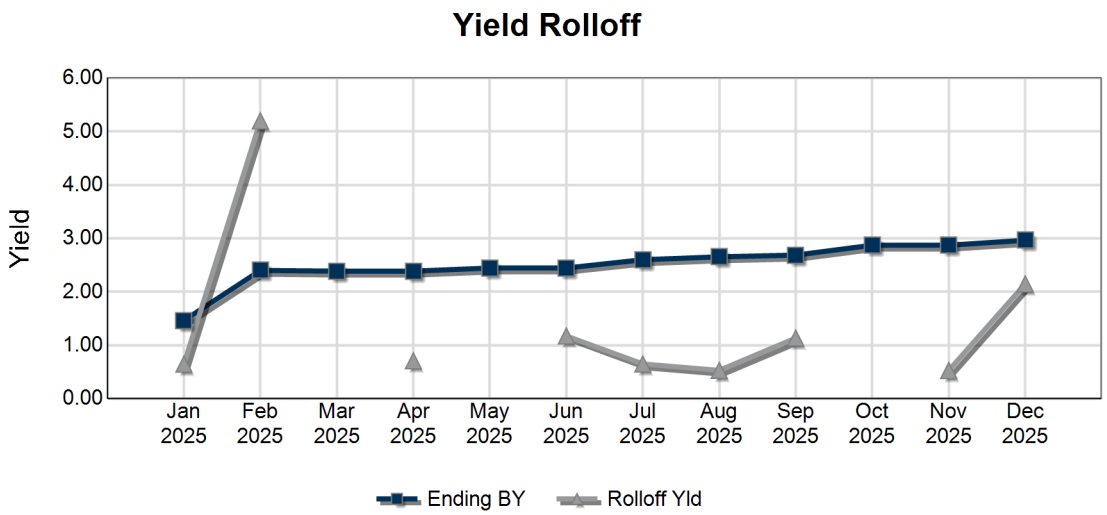
Porfolio vs. Peer Allocations



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 Rolloff Yield - Next 12 Months

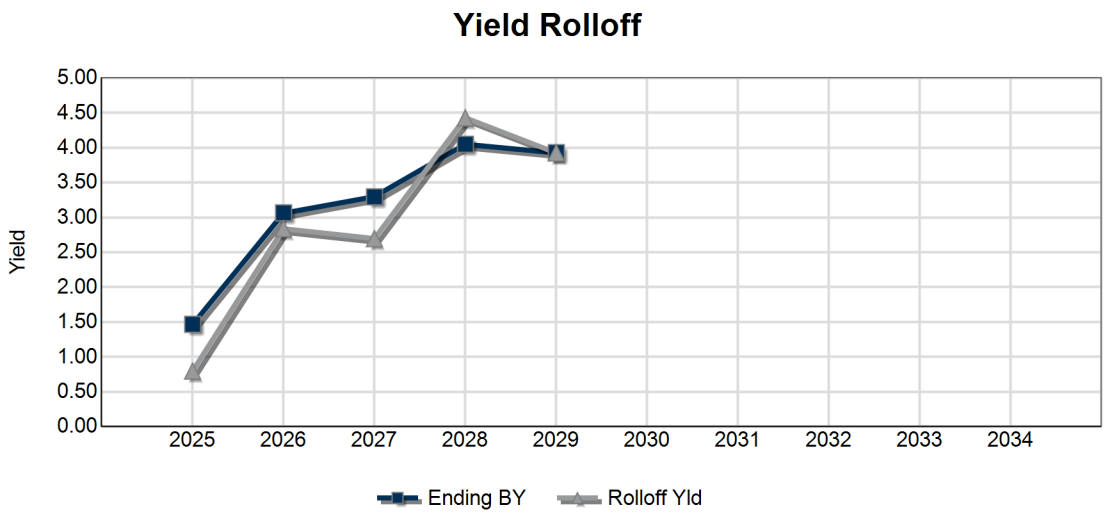
Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Jan 2025	1.46	170,599	0.65	2.40
Feb 2025	2.40	730	5.20	2.39
Mar 2025	2.39	0		2.39
Apr 2025	2.39	5,000	0.71	2.45
May 2025	2.45	0		2.45
Jun 2025	2.45	15,490	1.17	2.60
Jul 2025	2.60	3,500	0.65	2.66
Aug 2025	2.66	1,810	0.53	2.69
Sep 2025	2.69	13,000	1.13	2.87
Oct 2025	2.87	0		2.87
Nov 2025	2.87	4,150	0.53	2.97
Dec 2025	2.97	11,000	2.15	3.06



Shocked Principal and Interest Cash Flow Analysis							
Year	-300	-200	-100	Base	+100	+200	+300
Jan 2025	175,840	170,800	170,800	170,800	170,800	170,800	170,800
Feb 2025	982	6,035	982	982	494	494	494
Mar 2025	307	307	307	307	307	307	307
Apr 2025	5,169	5,169	5,249	5,249	5,249	5,249	5,249
May 2025	5,340	315	315	315	315	315	315
Jun 2025	18,884	18,884	18,884	16,059	15,569	15,569	15,569
Jul 2025	3,575	3,575	3,575	3,575	3,575	3,575	3,575
Aug 2025	2,002	2,052	2,052	2,052	2,052	2,052	2,052
Sep 2025	13,307	13,307	13,307	13,307	13,307	13,307	13,307
Oct 2025	151	151	230	230	230	230	230
Nov 2025	4,398	4,398	4,398	4,463	4,463	4,463	4,463
Dec 2025	12,498	12,498	11,491	11,491	11,491	11,491	11,491

Cash Flow and Rolloff Yield - Next 10 Years

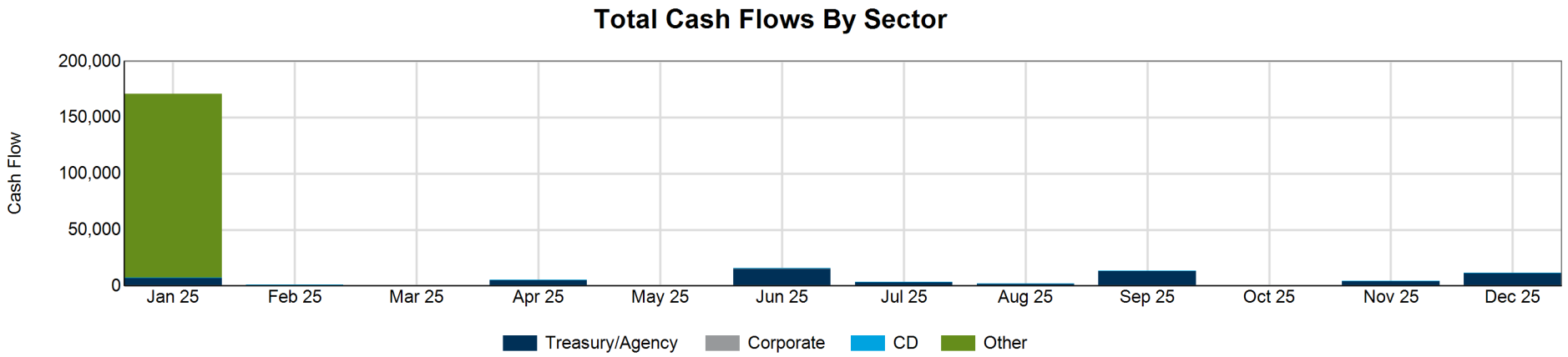
Yield Rolloff				
Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2025	1.46	225,279	0.80	3.06
2026	3.06	48,410	2.84	3.30
2027	3.30	25,240	2.70	4.05
2028	4.05	4,971	4.43	3.93
2029	3.93	15,245	3.93	
2030				
2031				
2032				
2033				
2034				



Shocked Principal and Interest Cash Flow Analysis							
Year	-300	-200	-100	Base	+100	+200	+300
2025	242,454	237,493	231,591	228,831	227,889	227,889	227,889
2026	50,310	50,410	51,594	50,725	44,666	44,666	44,666
2027	15,690	20,236	25,324	26,499	27,105	27,105	27,105
2028	2,307	2,813	2,819	5,702	11,645	11,405	11,405
2029	15,838	15,838	15,838	15,838	17,132	17,386	17,386

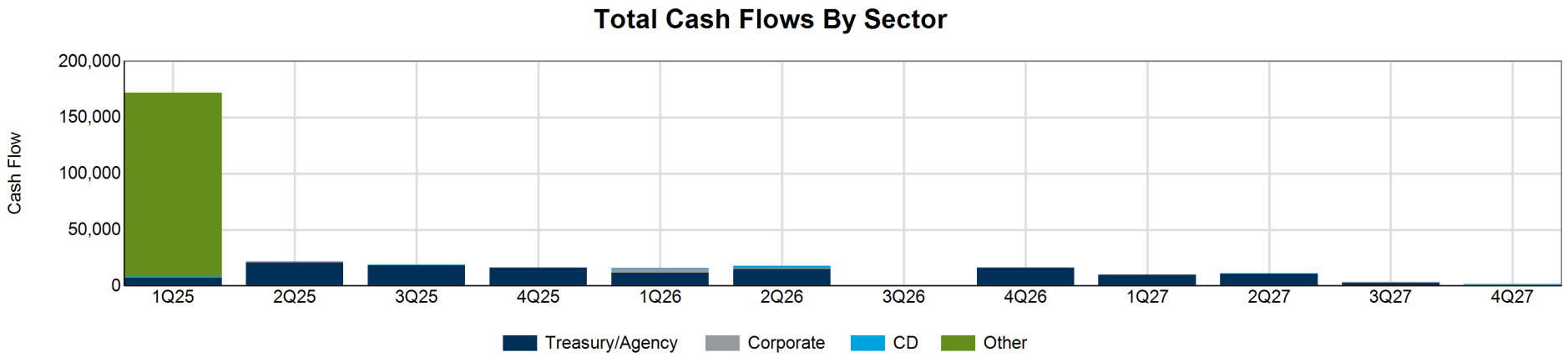
Sector Cash Flow - Next 12 Months

		Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Bk Yld Chg
Treasury/Agency	Cash Flow	7,048	215	257	5,237	302	15,500	3,511	2,024	13,259	221	4,453	11,424	
	End BY	2.24	2.24	2.24	2.30	2.30	2.46	2.52	2.55	2.74	2.74	2.84	2.93	0.69
Corporate	Cash Flow	63	27	47	8	9	19	63	27	47	8	9	19	
	End BY	3.79	3.79	3.79	3.79	3.79	3.79	3.79	3.79	3.79	3.79	3.79	3.79	0.00
CD	Cash Flow	4	739	3	3	3	540	1	1	1	1	1	48	
	End BY	4.99	4.94	4.94	4.94	4.94	4.86	4.86	4.86	4.86	4.86	4.86	4.86	-0.13
Other	Cash Flow	163,685												
	End BY													
Total	Cash Flow	170,800	982	307	5,249	315	16,059	3,575	2,052	13,307	230	4,463	11,491	
	End BY	2.40	2.39	2.39	2.45	2.45	2.60	2.66	2.69	2.87	2.87	2.97	3.06	0.66



Sector Cash Flow - Next 3 Years

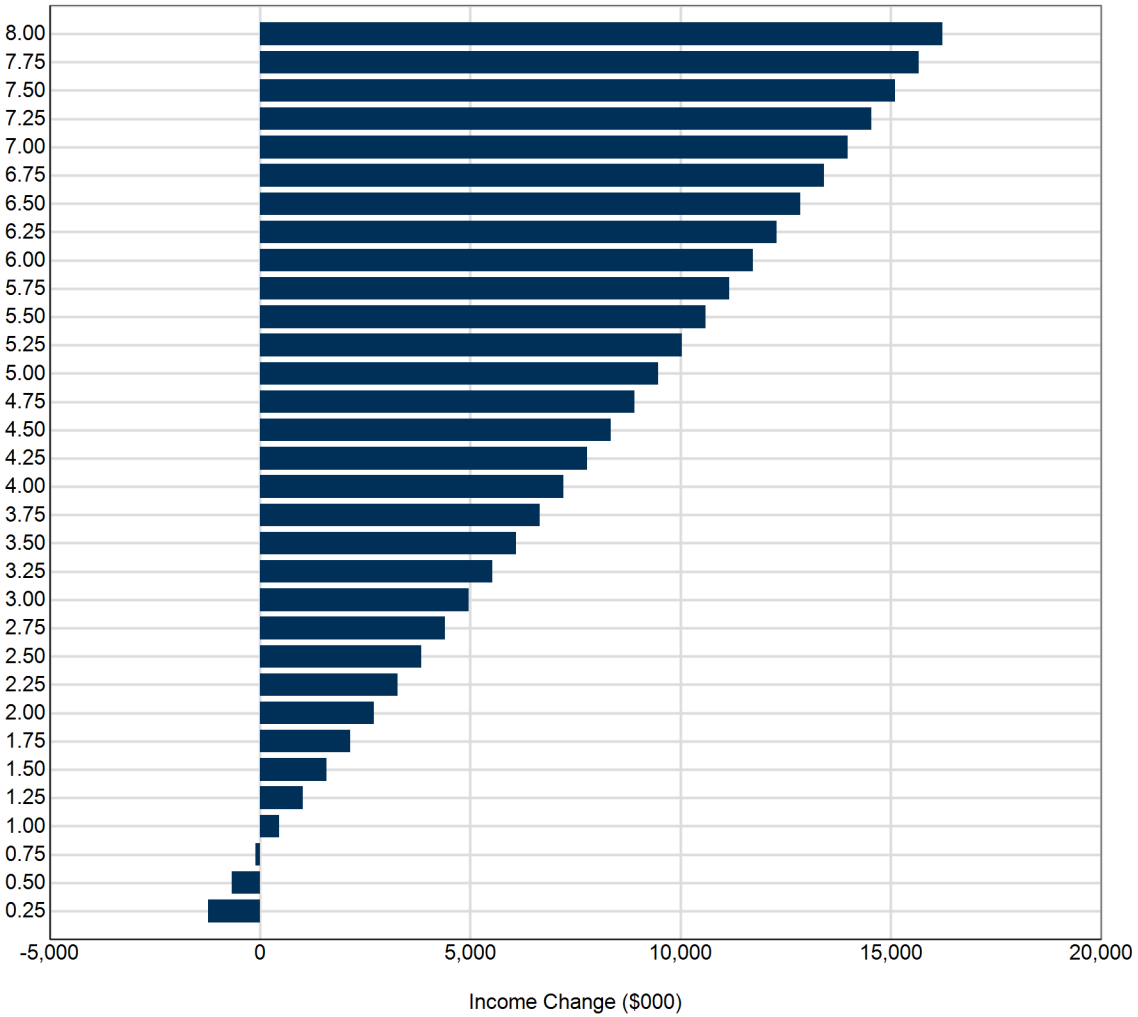
		1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	1Q27	2Q27	3Q27	4Q27	Bk Yld Chg
Treasury/Agency	Cash Flow	7,521	21,039	18,794	16,098	11,595	14,815	221	16,565	10,221	10,443	2,649	1,285	
	End BY	2.24	2.46	2.74	2.93	2.91	2.74	2.74	3.22	3.79	4.06	4.05	4.03	1.79
Corporate	Cash Flow	137	36	137	36	4,137	1,036	564	18	56	518	1,056	9	
	End BY	3.79	3.79	3.79	3.79	3.89	3.93	4.03	4.03	4.03	4.15	4.12	4.12	0.33
CD	Cash Flow	747	547	3	50	3	1,760	0	11	0	11	0	251	
	End BY	4.94	4.86	4.86	4.86	4.86	4.42	4.42	4.42	4.42	4.42	4.42	4.65	-0.29
Other	Cash Flow	163,685												
	End BY													
Total	Cash Flow	172,090	21,622	18,934	16,184	15,735	17,611	785	16,593	10,277	10,971	3,705	1,545	
	End BY	2.39	2.60	2.87	3.06	3.03	2.83	2.83	3.30	3.82	4.08	4.06	4.05	1.66



Gap Analysis - Potential Income Impact of Principal Reinvestment

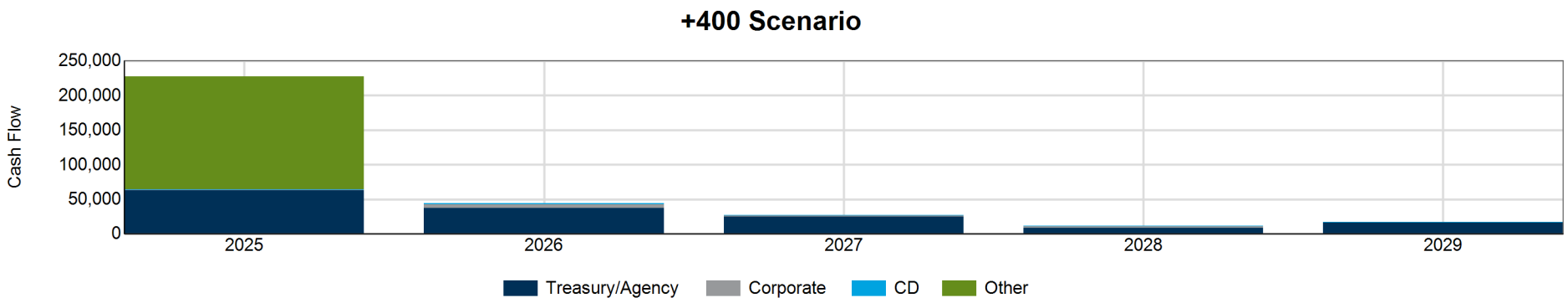
Principal Maturing(12 Mo.Horizon): $225,279
Current Yield at Book of Principal Maturing: 0.80%
Est. Annual Income at Current Yield at Book: $1,795

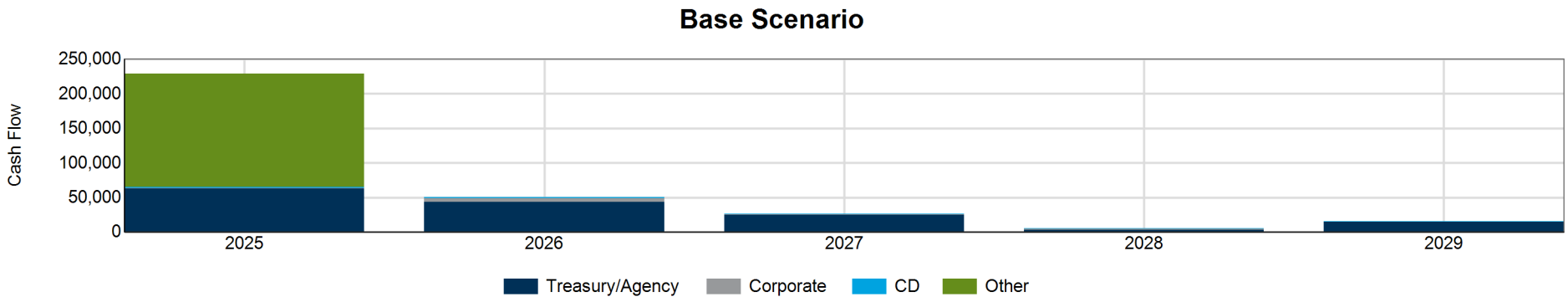
Estimated Impact on Income at Various Reinvestment Yields

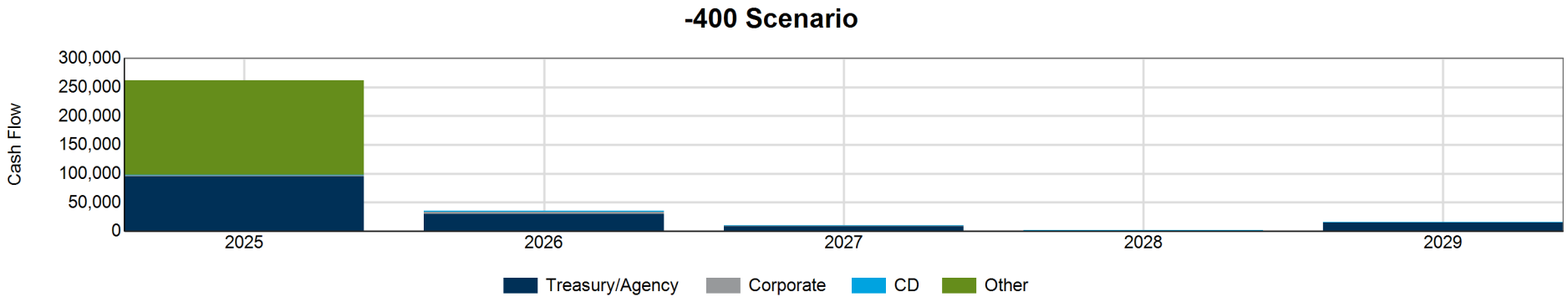


Assumed Reinvestment Yield	Estimated Annualized Income	Income Difference from Current Book	Resulting Yield at Book
0.25	563	-1,232	1.08
0.50	1,126	-669	1.25
0.75	1,690	-106	1.43
1.00	2,253	457	1.61
1.25	2,816	1,021	1.78
1.50	3,379	1,584	1.96
1.75	3,942	2,147	2.14
2.00	4,506	2,710	2.31
2.25	5,069	3,273	2.49
2.50	5,632	3,837	2.67
2.75	6,195	4,400	2.84
3.00	6,758	4,963	3.02
3.25	7,322	5,526	3.19
3.50	7,885	6,089	3.37
3.75	8,448	6,652	3.55
4.00	9,011	7,216	3.72
4.25	9,574	7,779	3.90
4.50	10,138	8,342	4.08
4.75	10,701	8,905	4.25
5.00	11,264	9,468	4.43
5.25	11,827	10,032	4.61
5.50	12,390	10,595	4.78
5.75	12,954	11,158	4.96
6.00	13,517	11,721	5.14
6.25	14,080	12,284	5.31
6.50	14,643	12,848	5.49
6.75	15,206	13,411	5.67
7.00	15,770	13,974	5.84
7.25	16,333	14,537	6.02
7.50	16,896	15,100	6.19
7.75	17,459	15,664	6.37
8.00	18,022	16,227	6.55

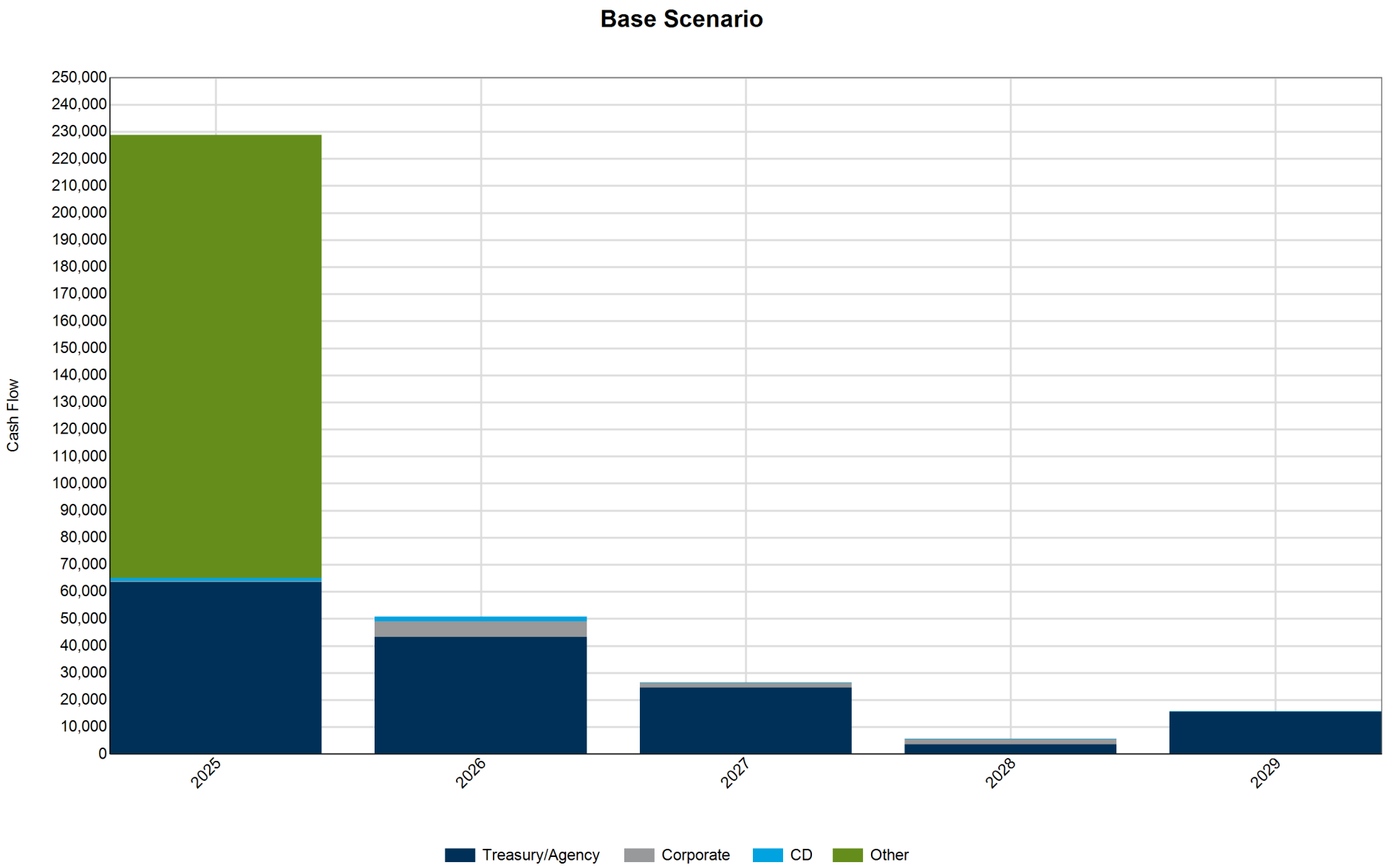
Shocked Cash Flows By Sector - Next 10 Years



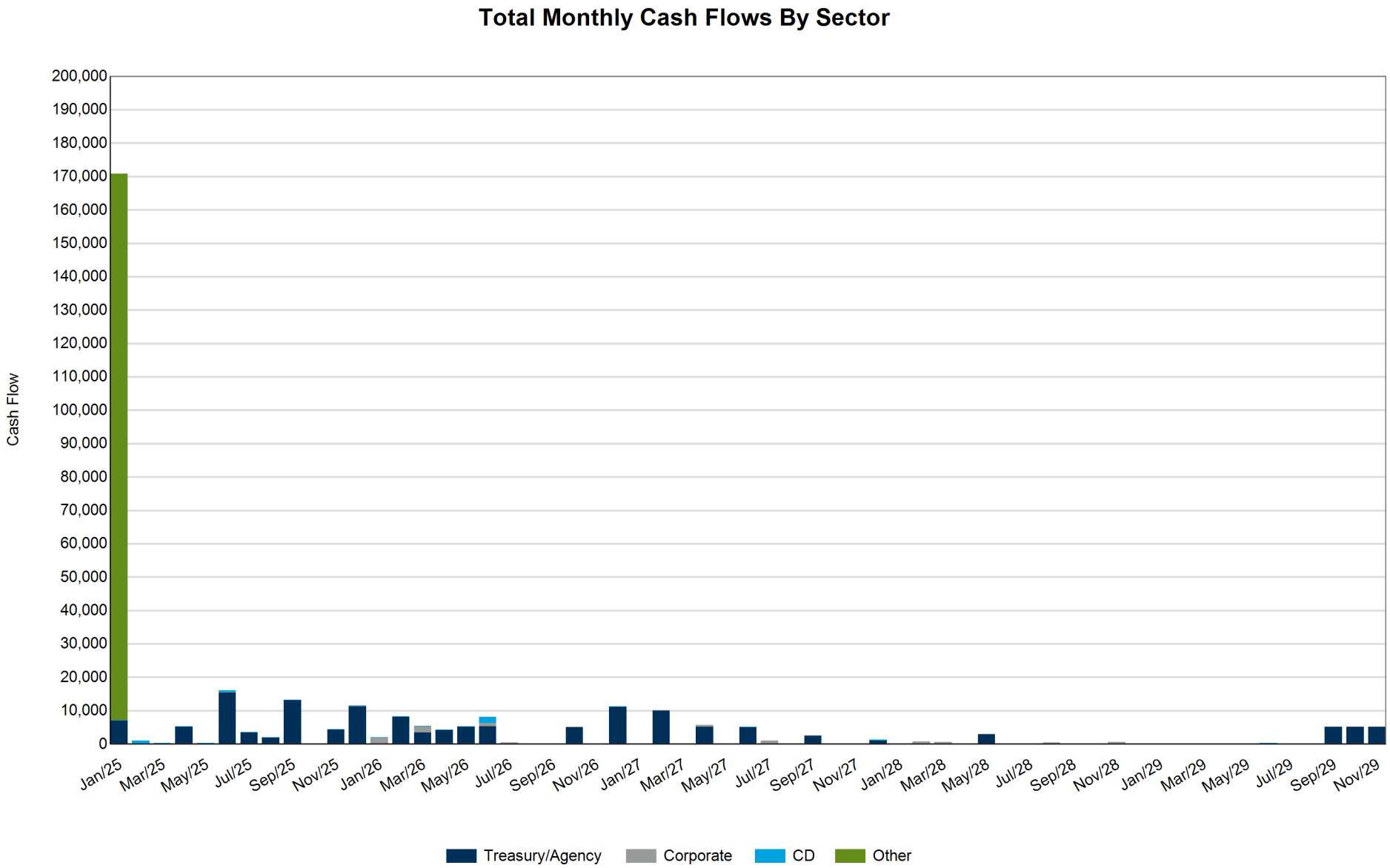




Cash Flows By Sector - Next 30 Years

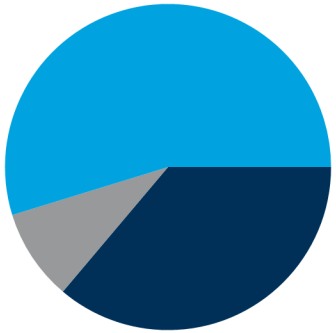


Cash Flow Projection By Month - Next 5 Years



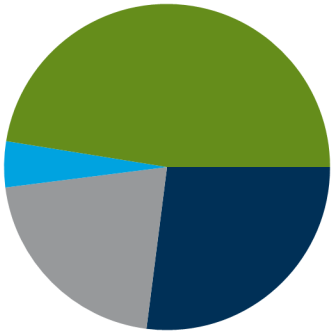
Agency - Summary

Subsector



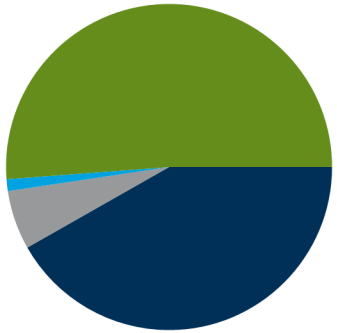
Treasury (36%)
Callable Agency (55%)
Agency Bullet (9%)

Issuer



FFCB (27%)
FNMA (5%)
Other (47%)
FHLB (21%)

Call Type



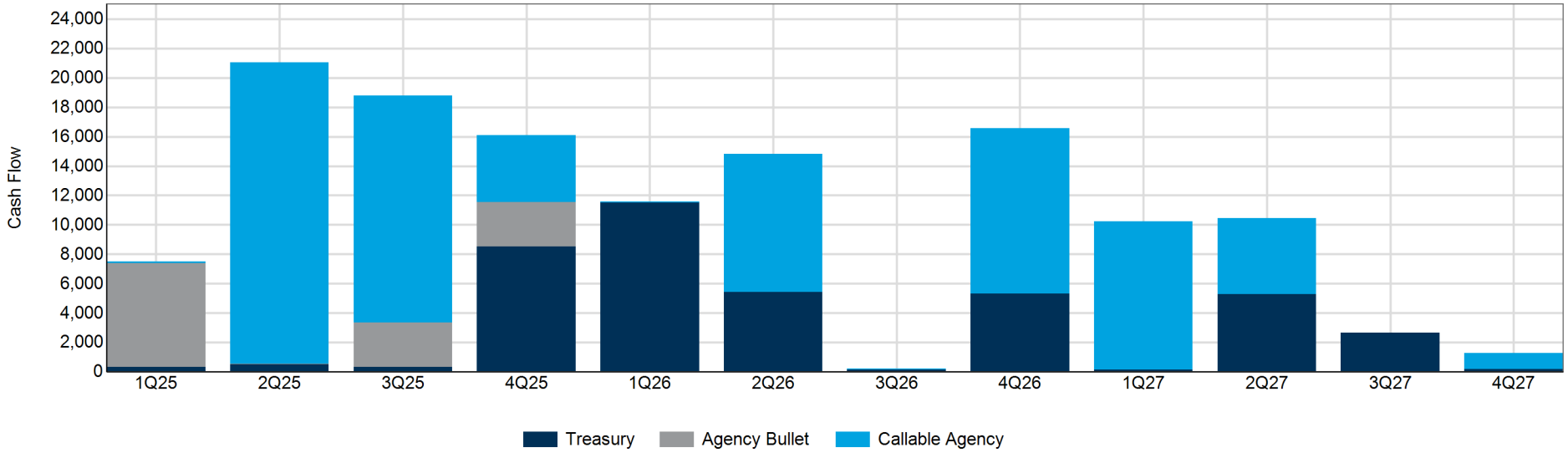
Anytime (42%)
One time (1%)
Monthly (6%)
Quarterly (51%)

Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	% Px Δ -100 +300	Dur Base + 300	Cvx Base + 300	AFS %
				2.5 yrs	100.00		98.17		-946	-1.8%	2.52	2.4	2.31	0.10	
Treasury (12)	36.2%	51,700	3.30		51,700	3.29	50,754	4.28	-4,266	-8.3%	2.52	-6.5	0.00	0.00	100.0%
				0.4 yrs	100.00		99.02		-127	-1.0%	0.37	0.4	0.36	0.01	
Agency Bullet (4)	9.1%	13,000	1.38		13,000	1.38	12,873	4.08	-265	-2.0%	0.37	-1.1	0.00	0.00	100.0%
				1.5 yrs	100.00		97.08		-2,286	-2.9%	1.30	1.2	1.19	-0.07	
Callable Agency (18)	54.7%	78,275	1.59	0.2 yrs	78,275	1.59	75,989	4.40	-5,144	-6.6%	1.46	-3.8	0.00	0.00	100.0%
				1.7 yrs	100.00		97.65		-3,359	-2.3%	1.65	1.5	1.52	0.00	
Total (34)	100.0%	142,975	2.19	0.2 yrs	142,975	2.18	139,616	4.33	-9,675	-6.8%	1.75	-4.5	0.00	0.00	100.0%

Agency - Sector Cash Flow and Yield Rolloff - Next 3 Years

	1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	1Q27	2Q27	3Q27	4Q27	Bk Yld Chg
Cash Flow	7,521	21,039	18,794	16,098	11,595	14,815	221	16,565	10,221	10,443	2,649	1,285	
End BY	2.24	2.46	2.74	2.93	2.91	2.74	2.74	3.22	3.79	4.06	4.05	4.03	1.79
Cash Flow	7,521	21,039	18,794	16,098	11,595	14,815	221	16,565	10,221	10,443	2,649	1,285	
End BY	2.24	2.46	2.74	2.93	2.91	2.74	2.74	3.22	3.79	4.06	4.05	4.03	1.79

Total Cash Flows By Subsector



Shocked Agency Projected Call Schedule

	Callable Agency Rate Shock Analysis – Projected Par Value Redeemed at NEXT Call Date – Monthly								
	-100	-75	-50	-25	0	25	50	75	100
Dec 24	-	-	-	-	-	-	-	-	-
Jan 25	-	-	-	-	-	-	-	-	-
Feb 25	-	-	-	-	-	-	-	-	-
Mar 25	-	-	-	-	-	-	-	-	-
Apr 25	-	-	-	-	-	-	-	-	-
May 25	2,815	2,815	2,815	-	-	-	-	-	-
Jun 25	-	-	-	-	-	-	-	-	-
Jul 25	-	-	-	-	-	-	-	-	-
Aug 25	-	-	-	-	-	-	-	-	-
Sep 25	-	-	-	-	-	-	-	-	-
Oct 25	-	-	-	-	-	-	-	-	-
Nov 25	-	-	-	-	-	-	-	-	-

	Callable Agency Rate Shock Analysis – Projected Par Value Redeemed at NEXT Call Date – Quarterly								
	-100	-75	-50	-25	0	25	50	75	100
4Q24	-	-	-	-	-	-	-	-	-
1Q25	-	-	-	-	-	-	-	-	-
2Q25	2,815	2,815	2,815	-	-	-	-	-	-
3Q25	-	-	-	-	-	-	-	-	-
4Q25	-	-	-	-	-	-	-	-	-
1Q26	-	-	-	-	-	-	-	-	-
2Q26	5,000	5,000	5,000	5,000	5,000	5,000	-	-	-
3Q26	-	-	-	-	-	-	-	-	-
4Q26	2,000	2,000	2,000	1,000	-	-	-	-	-
1Q27	-	-	-	-	-	-	-	-	-
2Q27	-	-	-	-	-	-	-	-	-
3Q27	-	-	-	-	-	-	-	-	-
4Q27	-	-	-	-	-	-	-	-	-
1Q28	-	-	-	-	-	-	-	-	-
2Q28	-	-	-	-	-	-	-	-	-
3Q28	-	-	-	-	-	-	-	-	-

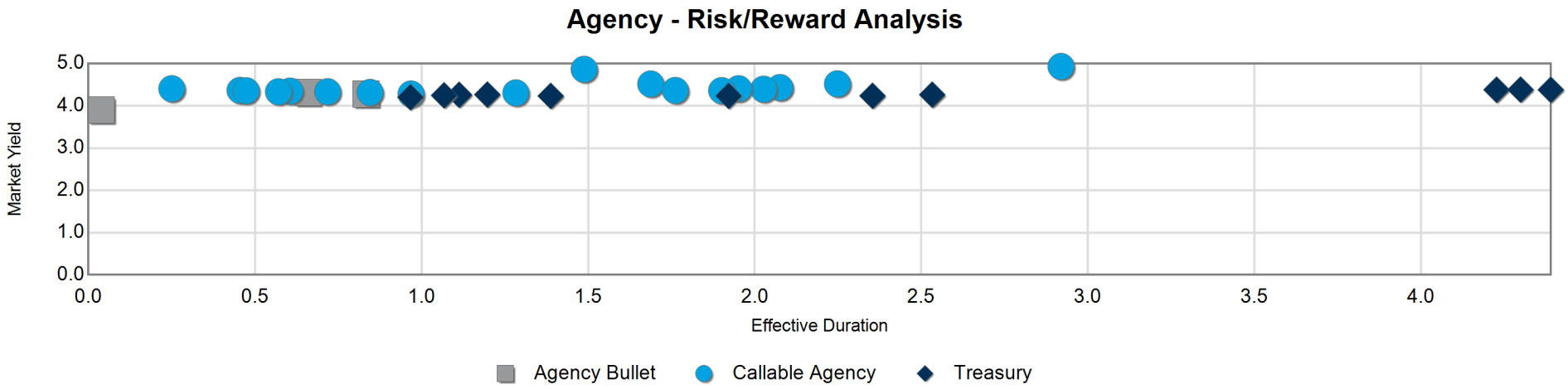
Shocked Agency Projected Call Schedule - Next 12 Months

	-300	-200	-100	Base	+100	+200	+300
Dec 24	-	-	-	-	-	-	-
Jan 25	5,000	-	-	-	-	-	-
Feb 25	-	5,000	-	-	-	-	-
Mar 25	-	-	-	-	-	-	-
Apr 25	5,000	5,000	5,000	5,000	5,000	5,000	5,000
May 25	5,000	-	-	-	-	-	-
Jun 25	17,815	17,815	17,815	15,000	15,000	15,000	15,000
Jul 25	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Aug 25	1,810	1,810	1,810	1,810	1,810	1,810	1,810
Sep 25	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Oct 25	-	-	-	-	-	-	-
Nov 25	1,150	1,150	1,150	1,150	1,150	1,150	1,150

Agency Projected Call Report - CUSIP Level

Sec No.	CUSIP	Issuer	Cpn	Cpn Type	Maturity	Par Value	Next Call	Call Type	Mkt Price	Gain/ Loss	Projected Shocked Call Dates						
											-300	-200	-100	Base	+100	+200	+300
8	3133EMUP5	FFCB	0.71	Fixed	04/01/25	5,000	01/17/25	Anytime	99.080	-46	04/25	04/25	04/25	04/25	04/25	04/25	04/25
10	3133ELK37	FFCB	0.78	Fixed	06/16/25	5,000	01/17/25	Anytime	98.380	-81	06/25	06/25	06/25	06/25	06/25	06/25	06/25
11	3133ENHW3	FFCB	1.17	Fixed	06/23/25	10,000	01/17/25	Anytime	98.500	-150	06/25	06/25	06/25	06/25	06/25	06/25	06/25
43	3133EPLE3	FFCB	4.67	Fixed	05/30/28	2,815	05/30/25	Anytime	99.390	-17	06/25	06/25	06/25	05/28	05/28	05/28	05/28
12	3136G4ZP1	FNMA	0.65	Fixed	07/30/25	3,500	01/30/25	Quarterly	97.900	-74	07/25	07/25	07/25	07/25	07/25	07/25	07/25
14	3133EL3P7	FFCB	0.53	Fixed	08/12/25	1,810	01/17/25	Anytime	97.700	-42	08/25	08/25	08/25	08/25	08/25	08/25	08/25
18	3134GWUG9	FHLMC	0.57	Fixed	09/24/25	10,000	03/24/25	Quarterly	97.310	-269	09/25	09/25	09/25	09/25	09/25	09/25	09/25
20	3134GXBM5	FHLMC	0.60	Fixed	11/12/25	1,150	02/12/25	Quarterly	96.870	-36	11/25	11/25	11/25	11/25	11/25	11/25	11/25
23	3130AMRQ7	FHLB	0.88	Fixed	12/30/25	3,000	03/30/25	Quarterly	96.700	-99	12/25	12/25	12/25	12/25	12/25	12/25	12/25
32	3130AN5C0	FHLB	1.05	Fixed	04/29/26	4,000	01/29/25	Quarterly	95.830	-167	04/26	04/26	04/26	04/26	04/26	04/26	04/26
44	3133ERCX7	FFCB	5.17	Fixed	05/01/28	5,000	05/01/26	Anytime	100.830	42	05/26	05/26	05/26	05/26	05/28	05/28	05/28
46	3134GW4C7	FHLMC	0.80	Fixed	10/27/26	5,000	01/27/25	Quarterly	93.810	-310	10/26	10/26	10/26	10/26	10/26	10/26	10/26
47	3133ENJC5	FFCB	1.29	Fixed	12/22/26	5,000	01/17/25	Anytime	94.240	-288	12/26	12/26	12/26	12/26	12/26	12/26	12/26
53	3133ERE23	FFCB	4.32	Fixed	12/02/27	1,000	12/02/26	Anytime	99.450	-6	12/26	12/26	12/26	12/27	12/27	12/27	12/27
60	3130B3XP3	FHLB	4.50	Fixed	12/04/29	1,000	12/04/26	One time	99.210	-8	12/26	12/26	12/26	12/26	12/29	12/29	12/29
50	3130AQRH8	FHLB	2.00	Fixed	02/25/27	5,000	02/25/25	Quarterly	95.130	-244	05/25	02/27	02/27	02/27	02/27	02/27	02/27
52	3130AL5A8	FHLB	0.90	Fixed	02/26/27	5,000	02/26/25	Quarterly	92.810	-360	02/27	02/27	02/27	02/27	02/27	02/27	02/27
49	3130ARHJ3	FHLB	3.18	Fixed	04/19/27	5,000	01/19/25	Monthly	97.330	-134	01/25	02/25	04/27	04/27	04/27	04/27	04/27
			1.59			78,275			97.080	-2,286							

Agency - Risk/Reward Analysis



Top 5 Market Yields

CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ Up 300
3130B3XP3	FHLB 4 1/2 12/04/29	Callable Agency	992	4.93%	2.92	-10.6
3133EPLE3	FFCB 4.67 05/30/28	Callable Agency	2,798	4.86%	1.49	-7.2
3133ERE23	FFCB 4.32 12/02/27	Callable Agency	995	4.52%	2.25	-7.2
3133ERCX7	FFCB 5.17 05/01/28	Callable Agency	5,042	4.52%	1.69	-6.8
3130AL5A8	FHLB 0.9 02/26/27	Callable Agency	4,641	4.43%	2.08	-6.0

Bottom 5 Market Yields

CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ Up 300
3130AQEA7	FHLB 1.05 01/14/25	Agency Bullet	6,992	3.90%	0.04	-0.1
9128285T3	T 2 5/8 12/31/25	Treasury	2,954	4.20%	0.97	-2.8
9128285T3	T 2 5/8 12/31/25	Treasury	4,924	4.20%	0.97	-2.8
91282CHH7	T 4 1/8 06/15/26	Treasury	4,992	4.23%	1.39	-4.0
912828YX2	T 1 3/4 12/31/26	Treasury	4,764	4.24%	1.92	-5.5

Top 5 Price Volatility (% price change +300)

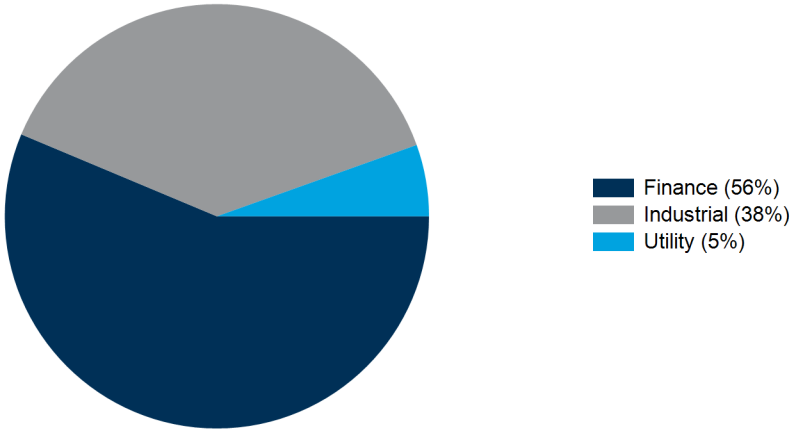
CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ Up 300
91282CFY2	T 3 7/8 11/30/29	Treasury	4,889	4.38%	4.39	-12.2
91282CFT3	T 4 10/31/29	Treasury	4,917	4.38%	4.30	-12.0
91282CFL0	T 3 7/8 09/30/29	Treasury	4,892	4.38%	4.23	-11.8
3130B3XP3	FHLB 4 1/2 12/04/29	Callable Agency	992	4.93%	2.92	-10.6
91282CFM8	T 4 1/8 09/30/27	Treasury	2,491	4.26%	2.53	-7.3

Next 5 Projected Redemptions

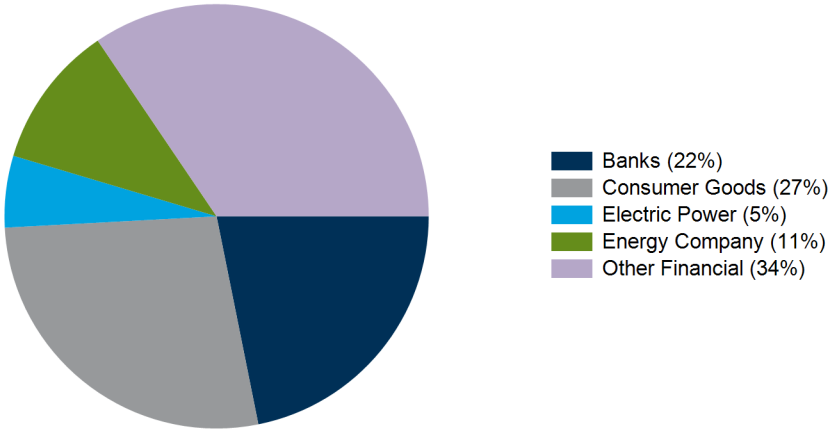
CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	Mat/Call
3130AQEA7	FHLB 1.05 01/14/25	Agency Bullet	6,992	3.90%	0.04	01/01/25
3133EMUP5	FFCB 0.71 04/01/25	Callable Agency	4,954	4.41%	0.25	04/01/25
3133ELK37	FFCB 0.78 06/16/25	Callable Agency	4,919	4.37%	0.45	06/01/25
3133ENHW3	FFCB 1.17 06/23/25	Callable Agency	9,850	4.36%	0.47	06/01/25
3136G4ZP1	FNMA 0.65 07/30/25	Callable Agency	3,427	4.33%	0.57	07/01/25

Corporate - Summary

Sector Allocation



Industry Allocation



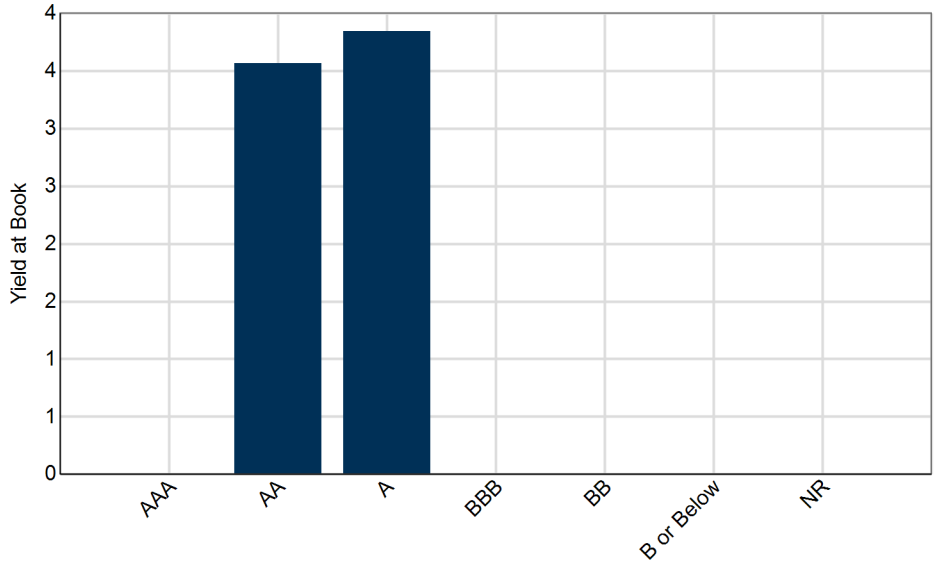
Subsector	Sector %	Par Value	Cpn	Maturity	Moody's S&P	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	% Px Δ -100 +300	Dur Base + 300	Cvx Base + 300	AFS %
					A1	100.00		98.02		-102	-2.0%	2.12	2.1	2.04	0.04	
Finance (10)	56.3%	5,156	3.63	2.2 yrs	A	5,156	3.63	5,054	4.78	-402	-7.8%	2.12	-5.9	0.00	0.00	100.0%
					Aa2	100.00		98.87		-40	-1.1%	1.43	1.3	1.32	0.03	
Industrial (4)	38.2%	3,500	3.86	1.4 yrs	AA-	3,500	3.86	3,460	4.48	-174	-5.0%	1.43	-3.9	0.00	0.00	100.0%
					A1	100.00		100.37		2	0.4%	3.63	3.3	3.18	0.11	
Utility (1)	5.5%	500	4.95	3.6 yrs	A	500	4.95	502	4.84	-44	-8.8%	3.63	-9.2	0.00	0.00	100.0%
					Aa3	100.00		98.47		-140	-1.5%	1.94	1.9	1.82	0.04	
Total (15)	100.0%	9,156	3.79	2.0 yrs	A+	9,156	3.79	9,016	4.67	-620	-6.8%	1.94	-5.3	0.00	0.00	100.0%

Corporate - Rating Summary

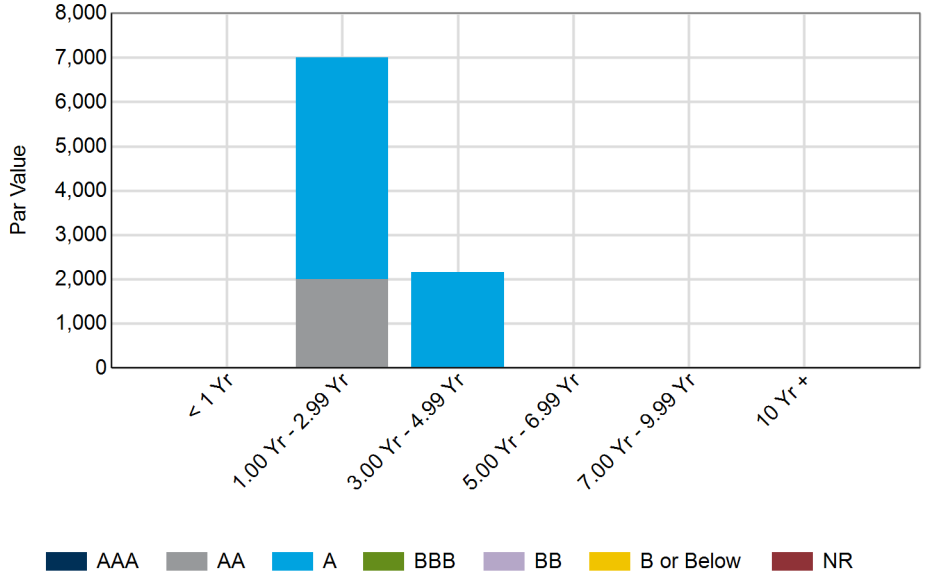
Combined Rating Summary				
Combined Rating	% Balance	Par Value	Yield at Book	Eff. Duration
AAA	-	-	-	-
AA	21.8%	2,000	3.57	1.05
A	78.2%	7,156	3.85	2.04
BBB	-	-	-	-
BB	-	-	-	-
B or Below	-	-	-	-
NR	-	-	-	-

Maturity Summary				
Maturity Range	% Balance	Par Value	Yield at Book	Combined Rating
< 1 Yr	-	-	-	-
1.00 Yr - 2.99 Yr	76.5%	7,000	3.68	A+
3.00 Yr - 4.99 Yr	23.5%	2,156	4.12	A+
5.00 Yr - 6.99 Yr	-	-	-	-
7.00 Yr - 9.99 Yr	-	-	-	-
10 Yr +	-	-	-	-

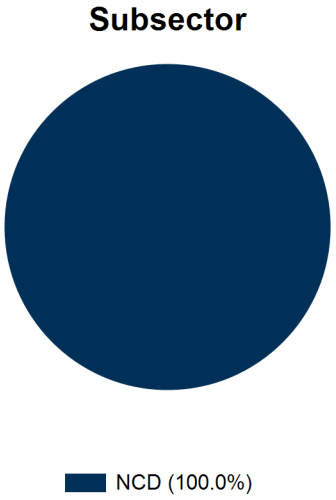
Yield at Book by Combined Rating

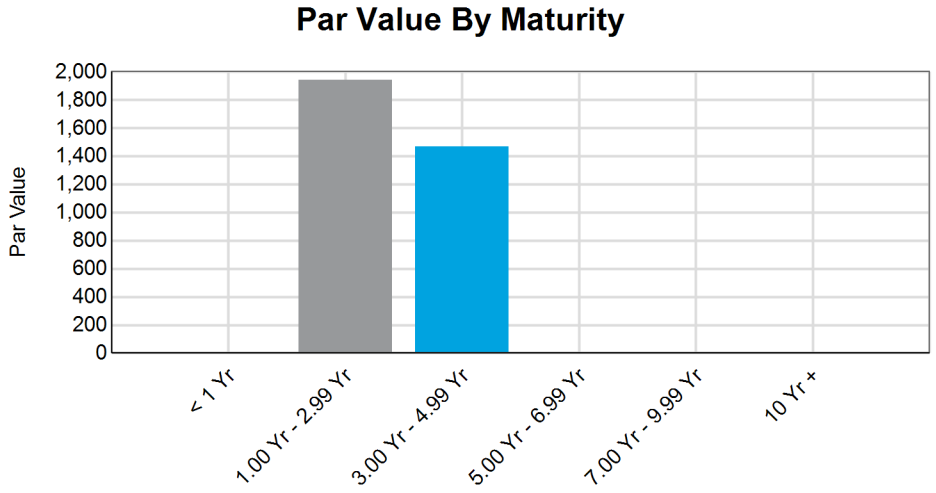


Combined Rating Distribution By Maturity



CD - Summary

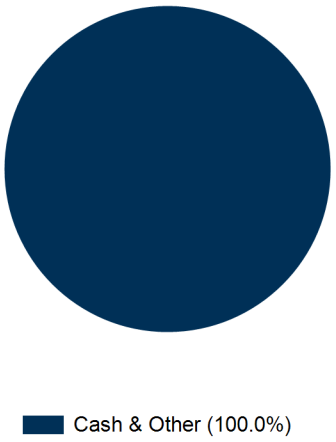




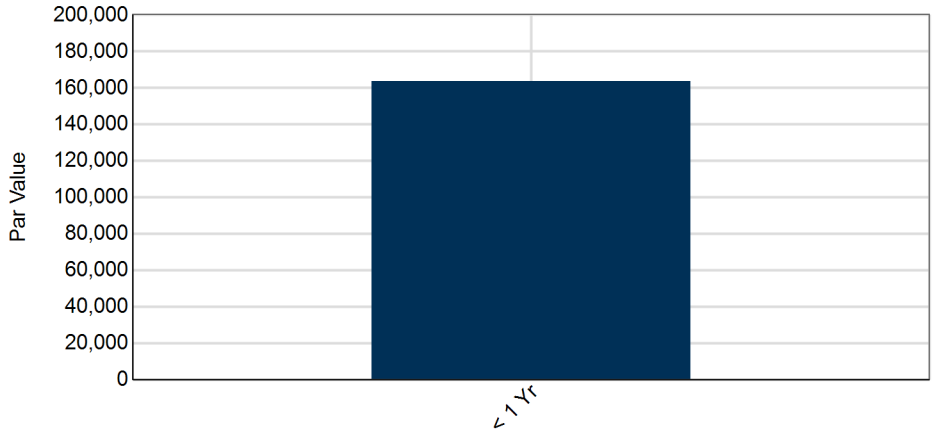
Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	Px Chg -100 +300	Dur Base + 300	Cvx Base + 300	AFS %
				2.8 yrs	100.00		100.99		34	1.0%	1.36	1.3	1.34	-0.10	
NCD (14)	100.0%	3,415	4.99	0.5 yrs	3,415	4.99	3,449	4.09	-143	-4.2%	2.51	-5.1	0.00	0.00	100.0%
				2.8 yrs	100.00		100.99		34	1.0%	1.36	1.3	1.34	-0.10	
Total (14)	100.0%	3,415	4.99	0.5 yrs	3,415	4.99	3,449	4.09	-143	-4.2%	2.51	-5.1	0.00	0.00	100.0%

Other - Summary

Subsector



Par Value By Maturity



Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	Px Chg -100 +300	Dur Base + 300	Cvx Base + 300	AFS %
				0.1 yrs	100.00		100.00		0	0.0%	0.08	0.1	0.09	0.00	
Cash & Other (4)	100.0%	163,599	0.63		163,599	0.63	163,599	0.63	-420	-0.3%	0.08	-0.3	0.00	0.00	100.0%
				0.1 yrs	100.00		100.00		0	0.0%	0.08	0.1	0.09	0.00	
Total (4)	100.0%	163,599	0.63		163,599	0.63	163,599	0.63	-420	-0.3%	0.08	-0.3	0.00	0.00	100.0%

Portfolio Considerations

Sector	Cnt	Cpn	Maturity	Par Value	Book Price	Market Price	Gain/ (Loss)	Yield @ Book	WAL	Eff. Dur	Historical CPR 1 Mo.	Historical CPR 3 Mo.	Historical CPR Life	Proj. CPR Life	Loan Count
Yield at Book < 2%	21	0.75	0.4 yrs	242,559	100.00	98.96	-2,521	0.75	0.4	0.37					
Treasury	1	1.75	2.0 yrs	5,000	100.00	95.28	-236	1.75	2.0	1.92					
Agency Bullet	2	0.89	0.3 yrs	10,000	100.00	98.98	-102	0.88	0.3	0.27					
Callable Agency	13	0.95	1.1 yrs	63,460	100.00	96.59	-2,163	0.95	1.1	1.03					
Finance	1	0.75	1.1 yrs	500	100.00	96.07	-20	0.75	1.1	1.04					
Cash & Other	4	0.63	0.1 yrs	163,599	100.00	100.00	0	0.63	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	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
91282CFY2	Treasury	T 3 7/8 11/30/29	3.88	11/30/29	5,000	100.00	97.78	-111	3.873	4.92	-12.17	-595	-706	4.39	AFS
91282CFT3	Treasury	T 4 10/31/29	4.00	10/31/29	5,000	100.00	98.34	-83	3.998	4.83	-11.97	-589	-672	4.30	AFS
91282CFL0	Treasury	T 3 7/8 09/30/29	3.88	09/30/29	5,000	100.00	97.84	-108	3.872	4.75	-11.82	-578	-686	4.23	AFS
89235MPP0	NCD	TOYFBN 4.65 06/13/29	4.65	06/13/29	245	100.00	102.82	7	4.648	4.45	-11.05	-28	-21	3.97	AFS
3130B3XP3	Callable Agency	FHLB 4 1/2 12/04/29	4.50	12/04/29	1,000	100.00	99.21	-8	4.498	1.93	-10.55	-105	-113	2.92	AFS
06406RBN6	Finance	BK 4.543 02/01/29	4.54	02/01/29	656	100.00	98.98	-7	4.542	3.09	-10.26	-67	-73	3.57	AFS
05565QDH8	Finance	BPLN 3.723 11/28/28	3.72	11/28/28	500	100.00	96.16	-19	3.722	3.91	-9.96	-48	-67	3.51	AFS
797440CE2	Utility	SRE 4.95 08/15/28	4.95	08/15/28	500	100.00	100.37	2	4.948	3.63	-9.17	-46	-44	3.18	AFS
718172CE7	Industrial	PM 3 1/8 03/02/28	3.13	03/02/28	500	100.00	95.09	-25	3.124	3.17	-8.34	-40	-64	2.89	AFS
09582YAV4	NCD	RICBVA 4.2 12/28/27	4.20	12/28/27	240	100.00	100.76	2	4.196	2.99	-7.85	-19	-17	2.77	AFS
			3.98		18,641	100.00	98.12	-350	3.982	4.49	-11.56	-2,114	-2,464	4.09	

Top 10 Up 300 Market Value Changes ($)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
91282CFY2	Treasury	T 3 7/8 11/30/29	3.88	11/30/29	5,000	100.00	97.78	-111	3.873	4.92	-12.17	-595	-706	4.39	AFS
91282CFT3	Treasury	T 4 10/31/29	4.00	10/31/29	5,000	100.00	98.34	-83	3.998	4.83	-11.97	-589	-672	4.30	AFS
91282CFL0	Treasury	T 3 7/8 09/30/29	3.88	09/30/29	5,000	100.00	97.84	-108	3.872	4.75	-11.82	-578	-686	4.23	AFS
3133ERCX7	Callable Agency	FFCB 5.17 05/01/28	5.17	05/01/28	5,000	100.00	100.83	42	5.164	1.34	-6.76	-341	-299	1.69	AFS
91282CEW7	Treasury	T 3 1/4 06/30/27	3.25	06/30/27	5,000	100.00	97.67	-117	3.245	2.50	-6.72	-328	-445	2.35	AFS
3130ARHJ3	Callable Agency	FHLB 3.175 04/19/27	3.18	04/19/27	5,000	100.00	97.33	-134	3.174	2.30	-6.10	-297	-430	1.95	AFS
3130AQRH8	Callable Agency	FHLB 2 02/25/27	2.00	02/25/27	5,000	100.00	95.13	-244	1.999	2.15	-5.91	-281	-524	2.03	AFS
3130AL5A8	Callable Agency	FHLB 0.9 02/26/27	0.90	02/26/27	5,000	100.00	92.81	-360	0.900	2.16	-5.97	-277	-637	2.08	AFS
912828YX2	Treasury	T 1 3/4 12/31/26	1.75	12/31/26	5,000	100.00	95.28	-236	1.750	2.00	-5.52	-263	-499	1.92	AFS
3133ENJC5	Callable Agency	FFCB 1.29 12/22/26	1.29	12/22/26	5,000	100.00	94.24	-288	1.290	1.98	-5.47	-258	-546	1.90	AFS
			2.93		50,000	100.00	96.73	-1,638	2.927	2.89	-7.87	-3,807	-5,445	2.69	

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	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
91282CFY2	Treasury	T 3 7/8 11/30/29	3.88	11/30/29	5,000	100.00	97.78	-111	3.873	4.92	-12.17	-595	-706	4.39	AFS
91282CFL0	Treasury	T 3 7/8 09/30/29	3.88	09/30/29	5,000	100.00	97.84	-108	3.872	4.75	-11.82	-578	-686	4.23	AFS
91282CFT3	Treasury	T 4 10/31/29	4.00	10/31/29	5,000	100.00	98.34	-83	3.998	4.83	-11.97	-589	-672	4.30	AFS
3130AL5A8	Callable Agency	FHLB 0.9 02/26/27	0.90	02/26/27	5,000	100.00	92.81	-360	0.900	2.16	-5.97	-277	-637	2.08	AFS
3134GW4C7	Callable Agency	FHLMC 0.8 10/27/26	0.80	10/27/26	5,000	100.00	93.81	-310	0.800	1.83	-5.08	-238	-548	1.76	AFS
3133ENJC5	Callable Agency	FFCB 1.29 12/22/26	1.29	12/22/26	5,000	100.00	94.24	-288	1.290	1.98	-5.47	-258	-546	1.90	AFS
3130AQRH8	Callable Agency	FHLB 2 02/25/27	2.00	02/25/27	5,000	100.00	95.13	-244	1.999	2.15	-5.91	-281	-524	2.03	AFS
912828YX2	Treasury	T 1 3/4 12/31/26	1.75	12/31/26	5,000	100.00	95.28	-236	1.750	2.00	-5.52	-263	-499	1.92	AFS
3134GWUG9	Callable Agency	FHLMC 0.57 09/24/25	0.57	09/24/25	10,000	100.00	97.31	-269	0.570	0.73	-2.11	-205	-474	0.72	AFS
91282CEW7	Treasury	T 3 1/4 06/30/27	3.25	06/30/27	5,000	100.00	97.67	-117	3.245	2.50	-6.72	-328	-445	2.35	AFS
			2.08		55,000	100.00	96.14	-2,124	2.079	2.60	-6.83	-3,613	-5,737	2.41	

Top 10 Average Life Extension Up 300bps

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	% Px Δ +300	Eff. Dur	WAL	WAL +300	Chg in WAL	INT
229083AA8	NCD	EVANBT 5.35 06/18/29	5.35	06/18/29	245	100.00	100.15	0	5.445	-5.72	0.22	0.13	4.47	4.33	AFS
09776DAG9	NCD	BOMBNK 5.35 06/25/29	5.35	06/25/29	245	100.00	100.63	2	5.365	-5.79	0.62	0.49	4.49	4.00	AFS
59541KCV7	NCD	MIDMIB 5.15 06/12/28	5.15	06/12/28	245	100.00	100.47	1	5.165	-5.15	0.59	0.45	3.45	3.00	AFS
3130B3XP3	Callable Agency	FHLB 4 1/2 12/04/29	4.50	12/04/29	1,000	100.00	99.21	-8	4.498	-10.55	2.92	1.93	4.93	3.00	AFS
46656MVH1	NCD	JPM 5 11/30/27	5.00	11/30/27	240	100.00	100.13	0	4.868	-4.63	0.29	0.17	2.92	2.75	AFS
307811KA6	NCD	FMBKWI 5 06/14/28	5.00	06/14/28	245	100.00	101.28	3	5.040	-6.74	1.72	1.46	3.46	2.00	AFS
3133ERCX7	Callable Agency	FFCB 5.17 05/01/28	5.17	05/01/28	5,000	100.00	100.83	42	5.164	-6.76	1.69	1.34	3.34	2.00	AFS
3133ENHW3	Callable Agency	FFCB 1.17 06/23/25	1.17	06/23/25	10,000	100.00	98.50	-150	1.170	-1.40	0.47	0.48	0.48	0.00	AFS
3133EPLE3	Callable Agency	FFCB 4.67 05/30/28	4.67	05/30/28	2,815	100.00	99.39	-17	4.669	-7.20	1.49	3.42	3.42	0.00	AFS
9128285T3	Treasury	T 2 5/8 12/31/25	2.63	12/31/25	5,000	100.00	98.47	-77	2.625	-2.82	0.97	1.00	1.00	0.00	AFS
			2.98		25,035	100.00	99.19	-204	2.980	-4.00	1.04	1.15	1.82	0.68	

Agency - CUSIP Detail

CUSIP / Security Description	Ticker	Par	Cpn Type / Coupon	Next Call Dt / Call Type	Step Date / Step Cpn	Maturity Proj. / Final	Book Price / Value	Book Yield	Market Price / Value	Market bp⟶call / Yield	Gain/(Loss) % / $	% Px Δ -100 / +300	Eff. Dur / Cvx	ESG/Gr Intent
91282CGL9			Fixed			02/26	100.00		99.73		-0.3%	1.1	1.07	
T 4 02/15/26	T	5,000	4.000			02/15/26	5,000	4.00	4,987	4.25	-14	-3.2	0.02	AFS
9128286F2			Fixed			02/26	100.00		98.02		-2.0%	1.1	1.11	
T 2 1/2 02/28/26	T	3,000	2.500			02/28/26	3,000	2.50	2,941	4.26	-59	-3.3	0.02	AFS
9128286L9			Fixed			03/26	100.00		97.56		-2.4%	1.2	1.20	
T 2 1/4 03/31/26	T	3,200	2.250			03/31/26	3,200	2.24	3,122	4.27	-78	-3.5	0.03	AFS
91282CHH7			Fixed			06/26	100.00		99.83		-0.2%	1.4	1.39	
T 4 1/8 06/15/26	T	5,000	4.125			06/15/26	5,000	4.11	4,992	4.23	-9	-4.0	0.03	AFS
912828YX2			Fixed			12/26	100.00		95.28		-4.7%	1.9	1.92	
T 1 3/4 12/31/26	T	5,000	1.750			12/31/26	5,000	1.75	4,764	4.24	-236	-5.5	0.06	AFS
9128285T3			Fixed			12/25	100.00		98.47		-1.5%	1.0	0.97	
T 2 5/8 12/31/25	T	5,000	2.625			12/31/25	5,000	2.62	4,924	4.20	-77	-2.8	0.02	AFS
9128285T3			Fixed			12/25	100.00		98.47		-1.5%	1.0	0.97	
T 2 5/8 12/31/25	T	3,000	2.625			12/31/25	3,000	2.62	2,954	4.20	-46	-2.8	0.02	AFS
91282CEW7			Fixed			06/27	100.00		97.67		-2.3%	2.4	2.35	
T 3 1/4 06/30/27	T	5,000	3.250			06/30/27	5,000	3.24	4,884	4.24	-117	-6.7	0.08	AFS
91282CFM8			Fixed			09/27	100.00		99.63		-0.4%	2.6	2.53	
T 4 1/8 09/30/27	T	2,500	4.125			09/30/27	2,500	4.12	2,491	4.26	-9	-7.3	0.09	AFS
91282CFL0			Fixed			09/29	100.00		97.84		-2.2%	4.4	4.23	
T 3 7/8 09/30/29	T	5,000	3.875			09/30/29	5,000	3.87	4,892	4.38	-108	-11.8	0.23	AFS
91282CFT3			Fixed			10/29	100.00		98.34		-1.7%	4.5	4.30	
T 4 10/31/29	T	5,000	4.000			10/31/29	5,000	4.00	4,917	4.38	-83	-12.0	0.24	AFS
91282CFY2			Fixed			11/29	100.00		97.78		-2.2%	4.5	4.39	
T 3 7/8 11/30/29	T	5,000	3.875			11/30/29	5,000	3.87	4,889	4.38	-111	-12.2	0.25	AFS
Treasury							100.00		98.17		-1.8%	2.4	2.31	
		51,700	3.296				51,700	3.29	50,754	4.28	-946	-6.5	0.10	
3130AQEA7			Fixed			01/25	100.00		99.89		-0.1%	0.0	0.04	
FHLB 1.05 01/14/25	FHLB	7,000	1.050	Quarterly		01/14/25	7,000	1.05	6,992	3.90	-8	-0.1	0.00	AFS
3133EJYM5			Fixed			09/25	100.00		99.14		-0.9%	0.7	0.66	
FFCB 3.02 09/04/25	FFCB	1,000	3.020			09/04/25	1,000	3.02	991	4.32	-9	-2.0	0.01	AFS
3133EJYM5			Fixed			09/25	100.00		99.14		-0.9%	0.7	0.66	
FFCB 3.02 09/04/25	FFCB	2,000	3.020			09/04/25	2,000	3.02	1,983	4.32	-17	-2.0	0.01	AFS
3135G06G3			Fixed			11/25	100.00		96.87		-3.1%	0.8	0.83	
FNMA 0 1/2 11/07/25	FNMA	3,000	0.500			11/07/25	3,000	0.50	2,906	4.28	-94	-2.4	0.01	AFS
Agency Bullet							100.00		99.02		-1.0%	0.4	0.36	
		13,000	1.378				13,000	1.38	12,873	4.08	-127	-1.1	0.01	
3130B3XP3			Fixed	12/04/26		12/26	100.00		99.21	-27	-0.8%	2.6	2.92	
FHLB 4 1/2 12/04/29	FHLB	1,000	4.500	One time		12/04/29	1,000	4.50	992	4.93	-8	-10.6	-0.06	AFS
3130AMRQ7			Fixed	03/30/25		12/25	100.00		96.70	-379	-3.3%	1.0	0.97	
FHLB 0 7/8 12/30/25	FHLB	3,000	0.875	Quarterly		12/30/25	3,000	0.88	2,901	4.28	-99	-2.8	0.02	AFS

Agency - CUSIP Detail

CUSIP Security Description	Ticker	Par	Cpn Type Coupon	Next Call Dt Call Type	Step Date Step Cpn	Maturity Proj. Final	Book Price Value	 Yield	Market Price Value	bp⟶ call Yield	Gain/(Loss) % $	% Px Δ -100 +300	Eff. Dur Cvx	ESG/Gr Intent
3130ARHJ3			Fixed	01/19/25		04/27	100.00		97.33	-197	-2.7%	1.8	1.95	
FHLB 3.175 04/19/27	FHLB	5,000	3.175	Monthly		04/19/27	5,000	3.17	4,867	4.41	-134	-6.1	-0.29	AFS
3130AQRH8			Fixed	02/25/25		02/27	100.00		95.13	-312	-4.9%	2.0	2.03	
FHLB 2 02/25/27	FHLB	5,000	2.000	Quarterly		02/25/27	5,000	2.00	4,757	4.39	-244	-5.9	0.02	AFS
3130AL5A8			Fixed	02/26/25		02/27	100.00		92.81	-426	-7.2%	2.1	2.08	
FHLB 0.9 02/26/27	FHLB	5,000	0.900	Quarterly		02/26/27	5,000	0.90	4,641	4.43	-360	-6.0	0.06	AFS
3133ERE23			Fixed	12/02/26		12/27	100.00		99.45	-25	-0.6%	2.2	2.25	
FFCB 4.32 12/02/27	FFCB	1,000	4.320	Anytime		12/02/27	1,000	4.32	995	4.52	-6	-7.2	-0.08	AFS
3134GXBM5			Fixed	02/12/25		11/25	100.00		96.87	-419	-3.1%	0.9	0.85	
FHLMC 0.6 11/12/25	FHLMC	1,150	0.600	Quarterly		11/12/25	1,150	0.60	1,114	4.32	-36	-2.5	0.01	AFS
3134GWUG9			Fixed	03/24/25		09/25	100.00		97.31	-404	-2.7%	0.7	0.72	
FHLMC 0.57 09/24/25	FHLMC	10,000	0.570	Quarterly		09/24/25	10,000	0.57	9,731	4.34	-269	-2.1	0.01	AFS
3133EMUP5			Fixed	01/17/25		04/25	100.00		99.08	-398	-0.9%	0.3	0.25	
FFCB 0.71 04/01/25	FFCB	5,000	0.710	Anytime		04/01/25	5,000	0.71	4,954	4.41	-46	-0.7	0.00	AFS
3133ELK37			Fixed	01/17/25		06/25	100.00		98.38	-386	-1.6%	0.5	0.45	
FFCB 0.78 06/16/25	FFCB	5,000	0.780	Anytime		06/16/25	5,000	0.78	4,919	4.37	-81	-1.3	0.00	AFS
3133ENHW3			Fixed	01/17/25		06/25	100.00		98.50	-344	-1.5%	0.5	0.47	
FFCB 1.17 06/23/25	FFCB	10,000	1.170	Anytime		06/23/25	10,000	1.17	9,850	4.36	-150	-1.4	0.00	AFS
3136G4ZP1			Fixed	01/30/25		07/25	100.00		97.90	-408	-2.1%	0.6	0.57	
FNMA 0.65 07/30/25	FNMA	3,500	0.650	Quarterly		07/30/25	3,500	0.65	3,427	4.33	-74	-1.7	0.01	AFS
3133EL3P7			Fixed	01/17/25		08/25	100.00		97.70	-424	-2.3%	0.6	0.60	
FFCB 0.53 08/12/25	FFCB	1,810	0.530	Anytime		08/12/25	1,810	0.53	1,768	4.35	-42	-1.8	0.01	AFS
3133EPLE3			Fixed	05/30/25		05/28	100.00		99.39	-49	-0.6%	1.0	1.49	
FFCB 4.67 05/30/28	FFCB	2,815	4.670	Anytime		05/30/28	2,815	4.67	2,798	4.86	-17	-7.2	-1.12	AFS
3133ERCX7			Fixed	05/01/26		05/26	100.00		100.83	46	0.8%	1.5	1.69	
FFCB 5.17 05/01/28	FFCB	5,000	5.170	Anytime		05/01/28	5,000	5.16	5,042	4.52	42	-6.8	-0.31	AFS
3134GW4C7			Fixed	01/27/25		10/26	100.00		93.81	-414	-6.2%	1.8	1.76	
FHLMC 0.8 10/27/26	FHLMC	5,000	0.800	Quarterly		10/27/26	5,000	0.80	4,691	4.36	-310	-5.1	0.05	AFS
3133ENJC5			Fixed	01/17/25		12/26	100.00		94.24	-377	-5.8%	1.9	1.90	
FFCB 1.29 12/22/26	FFCB	5,000	1.290	Anytime		12/22/26	5,000	1.29	4,712	4.36	-288	-5.5	0.05	AFS
3130AN5C0			Fixed	01/29/25		04/26	100.00		95.83	-371	-4.2%	1.3	1.28	
FHLB 1.05 04/29/26	FHLB	4,000	1.050	Quarterly		04/29/26	4,000	1.05	3,833	4.31	-167	-3.7	0.03	AFS
Callable Agency							100.00		97.08		-2.9%	1.2	1.19	
		78,275	1.587				78,275	1.59	75,989	4.40	-2,286	-3.8	-0.07	
Total							100.00		97.65		-2.3%	1.5	1.52	
		142,975	2.186				142,975	2.18	139,616	4.33	-3,359	-4.5	0.00	

Corporate - CUSIP Detail

CUSIP Security Description	Sector Subsector	Par Value	Cpn	Maturity	Index Margin	Moody's S&P	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	Gain/(Loss) % $	% Px Δ -100 +300	Eff. Dur Cvx	ESG/Gr Intent
11271LAA0	Finance					A-	100.00		98.67		-1.3%	1.3	1.30	
BNCN 4 1/4 06/02/26	Other Financial	500	4.250	06/02/26		A3	500	4.25	493	5.23	-7	-3.9	-0.06	AFS
46625HRS1	Finance					A	100.00		98.10		-1.9%	1.4	1.36	
JPM 3.2 06/15/26	Banks	500	3.200	06/15/26		A1	500	3.20	491	4.56	-10	-4.0	0.00	AFS
61761J3R8	Finance					A-	100.00		97.75		-2.3%	1.5	1.48	
MS 3 1/8 07/27/26	Banks	500	3.125	07/27/26		A1	500	3.12	489	4.62	-11	-4.3	0.04	AFS
808513BW4	Finance					A-	100.00		97.17		-2.8%	2.1	2.07	
SCHW 3.3 04/01/27	Other Financial	500	3.300	04/01/27		A2	500	3.30	486	4.64	-14	-6.1	0.02	AFS
75973QAA5	Finance					A-	100.00		96.61		-3.4%	2.3	2.27	
RNR 3.45 07/01/27	Other Financial	500	3.450	07/01/27		A3	500	3.45	483	4.91	-17	-6.7	0.02	AFS
22550L2K6	Finance					A+	100.00		100.50		0.5%	2.4	2.28	
UBS 5 07/09/27	Banks	500	5.000	07/09/27		Aa2	500	5.00	503	4.79	3	-6.7	0.08	AFS
780082AD5	Finance					A-	100.00		99.88		-0.1%	1.0	1.01	
RY 4.65 01/27/26	Banks	500	4.650	01/27/26		A3	500	4.65	499	4.76	-1	-3.0	0.02	AFS
06406RAQ0	Finance					A	100.00		96.07		-3.9%	1.1	1.04	
BK 0 3/4 01/28/26	Other Financial	500	0.750	01/28/26		Aa3	500	0.75	480	4.53	-20	-3.0	0.02	AFS
05565QDH8	Finance					A-	100.00		96.16		-3.8%	3.6	3.51	
BPLN 3.723 11/28/28	Other Financial	500	3.723	11/28/28		A1	500	3.72	481	4.81	-19	-10.0	0.14	AFS
06406RBN6	Finance				SOFR	A	100.00		98.98		-1.0%	3.7	3.57	
BK 4.543 02/01/29	Other Financial	656	4.543	02/01/29		Aa3	656	4.54	649	4.90	-7	-10.3	0.11	AFS
Finance						A	100.00		98.02		-2.0%	2.1	2.04	
		5,156	3.628			A1	5,156	3.63	5,054	4.78	-102	-5.9	0.04	
30231GAT9	Industrial					AA-	100.00		98.50		-1.5%	1.1	1.08	
XOM 3.043 03/01/26	Energy Company	1,000	3.043	03/01/26		Aa2	1,000	3.04	985	4.37	-15	-3.3	0.00	AFS
194162AQ6	Industrial					A+	100.00		100.33		0.3%	1.1	1.10	
CL 4.8 03/02/26	Consumer Goods	1,000	4.800	03/02/26		Aa3	1,000	4.79	1,003	4.50	3	-3.3	0.02	AFS
742718FY0	Industrial					AA-	100.00		99.66		-0.3%	1.0	1.01	
PG 4.1 01/26/26	Consumer Goods	1,000	4.100	01/26/26		Aa3	1,000	4.10	997	4.43	-3	-3.0	0.02	AFS
718172CE7	Industrial					A-	100.00		95.09		-4.9%	3.0	2.89	
PM 3 1/8 03/02/28	Consumer Goods	500	3.125	03/02/28		A2	500	3.12	475	4.81	-25	-8.3	0.10	AFS
Industrial						AA-	100.00		98.87		-1.1%	1.3	1.32	
		3,500	3.859			Aa2	3,500	3.86	3,460	4.48	-40	-3.9	0.03	
797440CE2	Utility					A	100.00		100.37		0.4%	3.3	3.18	Y/Y
SRE 4.95 08/15/28	Electric Power	500	4.950	08/15/28		A1	500	4.95	502	4.84	2	-9.2	0.11	AFS

Corporate - CUSIP Detail

CUSIP Security Description	Sector Subsector	Par Value	Cpn	Maturity	Index Margin	Moody's S&P	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	Gain/(Loss) % $	% Px Δ -100 +300	Eff. Dur Cvx	ESG/Gr Intent
Utility						A	100.00		100.37		0.4%	3.3	3.18	
		500	4.950			A1	500	4.95	502	4.84	2	-9.2	0.11	
Total						A+	100.00		98.47		-1.5%	1.9	1.82	
		9,156	3.788			Aa3	9,156	3.79	9,016	4.67	-140	-5.3	0.04	

CD - CUSIP Detail

CUSIP / Security Description	Ticker	Par Value	Coupon Type / Rate	Step Date / Rate	Maturity Proj. / Final	Bk Price / Bk Value	Yield @Bk	Mkt Price / Mkt Value	Mkt Yield	Gain/(Loss) % / $	% Px Δ -100 / +300	Effective Dur / Cvx	ESG/Gr Intent
69503PAB7			Fixed		02/25	100.00		100.13		0.1%	0.1	0.12	
PACVYB 5.2 06/14/29	PACVYB	245	5.200		06/14/29	245	5.28	245	4.20	0	-0.4	0.00	AFS
229083AA8			Fixed		02/25	100.00		100.15		0.2%	0.1	0.22	
EVANBT 5.35 06/18/29	EVANBT	245	5.350		06/18/29	245	5.45	245	4.29	0	-5.7	-0.42	AFS
46656MVH1			Fixed		02/25	100.00		100.13		0.1%	0.2	0.29	
JPM 5 11/30/27	JPM	240	5.000		11/30/27	240	4.87	240	4.07	0	-4.6	-0.60	AFS
59541KCV7			Fixed		06/25	100.00		100.47		0.5%	0.5	0.59	
MIDMIB 5.15 06/12/28	MIDMIB	245	5.150		06/12/28	245	5.16	246	4.08	1	-5.2	-0.21	AFS
09776DAG9			Fixed		06/25	100.00		100.63		0.6%	0.5	0.62	
BOMBNK 5.35 06/25/29	BOMBNK	245	5.350		06/25/29	245	5.37	247	4.03	2	-5.8	-0.19	AFS
38150VUZ0			Fixed		06/26	100.00		101.33		1.3%	1.4	1.37	
GS 5.05 06/11/26	GS	245	5.050		06/11/26	245	5.04	248	4.08	3	-4.0	0.03	AFS
34520LBC6			Fixed		06/26	100.00		101.34		1.3%	1.4	1.38	
FORBBK 5.05 06/15/26	FORBBK	245	5.050		06/15/26	245	5.04	248	4.08	3	-4.0	0.03	AFS
05580A4Y7			Fixed		06/26	100.00		100.64		0.6%	1.4	1.38	
BMW 4.65 06/15/26	BMW	240	4.650		06/15/26	240	4.64	242	4.18	2	-4.0	0.03	AFS
8562855V9			Fixed		06/26	100.00		101.41		1.4%	1.4	1.39	
SBIIN 5.1 06/17/26	SBIIN	245	5.100		06/17/26	245	5.09	248	4.08	3	-4.0	0.03	AFS
06051XER9			Fixed		06/26	100.00		101.36		1.4%	1.4	1.40	
BAC 5.05 06/22/26	BAC	245	5.050		06/22/26	245	5.04	248	4.08	3	-4.1	0.03	AFS
35634MAE1			Fixed		06/26	100.00		101.36		1.4%	1.4	1.40	
FREBNJ 5.05 06/22/26	FREBNJ	245	5.050		06/22/26	245	5.04	248	4.08	3	-4.1	0.03	AFS
307811KA6			Fixed		06/26	100.00		101.28		1.3%	1.6	1.72	
FMBKWI 5 06/14/28	FMBKWI	245	5.000		06/14/28	245	5.04	248	4.12	3	-6.7	-0.49	AFS
09582YAV4			Fixed		12/27	100.00		100.76		0.8%	2.8	2.77	
RICBVA 4.2 12/28/27	RICBVA	240	4.200		12/28/27	240	4.20	242	3.92	2	-7.9	0.11	AFS
89235MPP0			Fixed		06/29	100.00		102.82		2.8%	4.1	3.97	
TOYFBN 4.65 06/13/29	TOYFBN	245	4.650		06/13/29	245	4.65	252	3.95	7	-11.1	0.20	AFS
NCD						100.00		100.99		1.0%	1.3	1.34	
		3,415	4.991			3,415	4.99	3,449	4.09	34	-5.1	-0.10	
Total						100.00		100.99		1.0%	1.3	1.34	
		3,415	4.991			3,415	4.99	3,449	4.09	34	-5.1	-0.10	

Other - CUSIP Detail

CUSIP	Ticker	Par Value	Coupon Type Rate	Step Date Rate	Proj.Mat. Final Mat.	Bk Price Bk Value	Yield @ Bk	Mkt Price Mkt Value	Mkt Yield	Gain/(Loss) % $	% Px Δ -100 +300	Effective Dur Cvx	ESG/Gr Intent
			Fixed		01/25	100.00		100.00		0.0%	0.1	0.09	
PLMDLCAMP		51,789	0.300		01/31/25	51,789	0.30	51,789	0.30	0	-0.3	0.00	AFS
			Fixed		01/25	100.00		100.00		0.0%	0.1	0.09	
PLMDLLAIF		14,568	0.780		01/31/25	14,568	0.78	14,568	0.78	0	-0.3	0.00	AFS
			Fixed		01/25	100.00		100.00		0.0%	0.1	0.09	
PLMDLLAIF		60,742	0.780		01/31/25	60,742	0.78	60,742	0.78	0	-0.3	0.00	AFS
			Fixed		01/25	100.00		100.00		0.0%	0.1	0.09	
PLMDLLAIF		36,500	0.780		01/31/25	36,500	0.78	36,500	0.78	0	-0.3	0.00	AFS
						100.00		100.00		0.0%	0.1	0.09	
Cash & Other		163,599	0.628			163,599	0.63	163,599	0.63	0	-0.3	0.00	
						100.00		100.00		0.0%	0.1	0.09	
Total		163,599	0.628			163,599	0.63	163,599	0.63	0	-0.3	0.00	

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ / Mkt Px / Dur	-300 % Px Δ / Mkt Yld / WAL	-200 $ Amt Δ / Mkt Px / Dur	-200 % Px Δ / Mkt Yld / WAL	-100 $ Amt Δ / Mkt Px / Dur	-100 % Px Δ / Mkt Yld / WAL	Base $ Amt Δ / Mkt Px / Dur	Base % Px Δ / Mkt Yld / WAL	+100 $ Amt Δ / Mkt Px / Dur	+100 % Px Δ / Mkt Yld / WAL	+200 $ Amt Δ / Mkt Px / Dur	+200 % Px Δ / Mkt Yld / WAL	+300 $ Amt Δ / Mkt Px / Dur	+300 % Px Δ / Mkt Yld / WAL
	1,810	33	1.84%	22	1.23%	11	0.61%	0	0.00%	-11	-0.60%	-21	-1.20%	-32	-1.79%
3133EL3P7	0.53	99.50	1.35	98.90	2.34	98.30	3.34	97.70	4.35	97.11	5.35	96.53	6.36	95.96	7.36
FFCB 0.53 08/12/25	08/12/2025	0.00	0.62	0.00	0.62	0.00	0.62	0.60	0.62	0.00	0.62	0.00	0.62	0.00	0.62
	5,000	37	0.76%	25	0.50%	12	0.25%	0	0.00%	-12	-0.25%	-25	-0.50%	-37	-0.75%
3133EMUP5	0.71	99.83	1.39	99.58	2.39	99.33	3.40	99.08	4.41	98.83	5.42	98.59	6.43	98.34	7.45
FFCB 0.71 04/01/25	04/01/2025	0.00	0.25	0.00	0.25	0.00	0.25	0.25	0.25	0.00	0.25	0.00	0.25	0.00	0.25
	5,000	68	1.38%	45	0.92%	22	0.46%	0	0.00%	-22	-0.45%	-44	-0.90%	-66	-1.35%
3133ELK37	0.78	99.73	1.36	99.28	2.35	98.83	3.36	98.38	4.37	97.93	5.37	97.49	6.38	97.06	7.39
FFCB 0.78 06/16/25	06/16/2025	0.00	0.46	0.00	0.46	0.00	0.46	0.45	0.46	0.00	0.46	0.00	0.46	0.00	0.46
	10,000	138	1.40%	94	0.96%	47	0.48%	0	0.00%	-46	-0.47%	-92	-0.94%	-138	-1.40%
3133ENHW3	1.17	99.88	1.43	99.44	2.35	98.97	3.35	98.50	4.36	98.04	5.36	97.58	6.37	97.12	7.38
FFCB 1.17 06/23/25	06/23/2025	0.00	0.48	0.00	0.48	0.00	0.48	0.47	0.48	0.00	0.48	0.00	0.48	0.00	0.48
	5,000	260	5.51%	181	3.83%	90	1.92%	0	0.00%	-88	-1.88%	-174	-3.70%	-258	-5.47%
3133ENJC5	1.29	99.43	1.58	97.85	2.41	96.05	3.37	94.24	4.36	92.47	5.35	90.75	6.34	89.08	7.32
FFCB 1.29 12/22/26	12/22/2026	0.00	1.98	0.00	1.98	0.00	1.98	1.90	1.98	0.00	1.98	0.00	1.98	0.00	1.98
	1,000	20	2.04%	13	1.35%	7	0.67%	0	0.00%	-7	-0.66%	-13	-1.31%	-19	-1.96%
3133EJYM5	3.02	101.16	1.29	100.48	2.30	99.80	3.31	99.14	4.32	98.48	5.32	97.84	6.32	97.20	7.32
FFCB 3.02 09/04/25	09/04/2025	0.00	0.68	0.00	0.68	0.00	0.68	0.66	0.68	0.00	0.68	0.00	0.68	0.00	0.68
	2,000	40	2.04%	27	1.35%	13	0.67%	0	0.00%	-13	-0.66%	-26	-1.31%	-39	-1.96%
3133EJYM5	3.02	101.16	1.29	100.48	2.30	99.80	3.31	99.14	4.32	98.48	5.32	97.84	6.32	97.20	7.32
FFCB 3.02 09/04/25	09/04/2025	0.00	0.68	0.00	0.68	0.00	0.68	0.66	0.68	0.00	0.68	0.00	0.68	0.00	0.68
	1,000	62	6.22%	42	4.22%	22	2.18%	0	0.00%	-23	-2.33%	-47	-4.75%	-71	-7.17%
3133ERE23	4.32	105.64	1.34	103.65	2.37	101.62	3.44	99.45	4.52	97.13	5.39	94.73	6.32	92.32	7.28
FFCB 4.32 12/02/27	12/02/2027	0.00	1.92	0.00	1.92	0.00	1.92	2.25	2.92	0.00	2.92	0.00	2.92	0.00	2.92
	2,815	54	1.93%	42	1.51%	29	1.02%	0	0.00%	-55	-1.96%	-126	-4.49%	-202	-7.20%
3133EPLE3	4.67	101.31	2.01	100.89	2.86	100.40	3.84	99.39	4.86	97.44	5.50	94.92	6.34	92.23	7.28
FFCB 4.67 05/30/28	05/30/2028	0.00	0.50	0.00	0.50	0.00	0.50	1.49	3.42	0.00	3.42	0.00	3.42	0.00	3.42
	5,000	215	4.27%	147	2.92%	78	1.54%	0	0.00%	-96	-1.91%	-212	-4.21%	-341	-6.76%
3133ERCX7	5.17	105.14	1.28	103.77	2.28	102.39	3.33	100.83	4.52	98.91	5.53	96.58	6.32	94.01	7.22
FFCB 5.17 05/01/28	05/01/2028	0.00	1.34	0.00	1.34	0.00	1.34	1.69	1.34	0.00	3.34	0.00	3.34	0.00	3.34
	3,000	85	2.92%	57	1.97%	28	0.98%	0	0.00%	-28	-0.96%	-55	-1.90%	-82	-2.82%
3130AMRQ7	0.88	99.52	1.36	98.60	2.29	97.65	3.29	96.70	4.28	95.77	5.27	94.86	6.25	93.97	7.23
FHLB 0 7/8 12/30/25	12/30/2025	0.00	1.00	0.00	1.00	0.00	1.00	0.97	1.00	0.00	1.00	0.00	1.00	0.00	1.00
	5,000	296	6.37%	198	4.27%	98	2.11%	0	0.00%	-95	-2.05%	-188	-4.04%	-277	-5.97%
3130AL5A8	0.90	98.73	1.50	96.77	2.45	94.77	3.44	92.81	4.43	90.91	5.43	89.06	6.42	87.26	7.40
FHLB 0.9 02/26/27	02/26/2027	0.00	2.16	0.00	2.16	0.00	2.16	2.08	2.16	0.00	2.16	0.00	2.16	0.00	2.16

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ / Mkt Px / Dur	-300 % Px Δ / Mkt Yld / WAL	-200 $ Amt Δ / Mkt Px / Dur	-200 % Px Δ / Mkt Yld / WAL	-100 $ Amt Δ / Mkt Px / Dur	-100 % Px Δ / Mkt Yld / WAL	Base $ Amt Δ / Mkt Px / Dur	Base % Px Δ / Mkt Yld / WAL	+100 $ Amt Δ / Mkt Px / Dur	+100 % Px Δ / Mkt Yld / WAL	+200 $ Amt Δ / Mkt Px / Dur	+200 % Px Δ / Mkt Yld / WAL	+300 $ Amt Δ / Mkt Px / Dur	+300 % Px Δ / Mkt Yld / WAL
	7,000	8	0.12%	5	0.08%	3	0.04%	0	0.00%	-3	-0.04%	-5	-0.08%	-8	-0.12%
3130AQEA7	1.05	100.01	0.87	99.97	1.87	99.93	2.88	99.89	3.90	99.85	4.92	99.81	5.94	99.77	6.97
FHLB 1.05 01/14/25	01/14/2025	0.00	0.04	0.00	0.04	0.00	0.04	0.04	0.04	0.00	0.04	0.00	0.04	0.00	0.04
	4,000	147	3.83%	100	2.61%	50	1.30%	0	0.00%	-49	-1.27%	-96	-2.51%	-143	-3.73%
3130AN5C0	1.05	99.50	1.43	98.33	2.33	97.07	3.31	95.83	4.31	94.61	5.30	93.42	6.28	92.26	7.26
FHLB 1.05 04/29/26	04/29/2026	0.00	1.33	0.00	1.33	0.00	1.33	1.28	1.33	0.00	1.33	0.00	1.33	0.00	1.33
	5,000	243	5.11%	186	3.91%	97	2.04%	0	0.00%	-96	-2.02%	-190	-3.99%	-281	-5.91%
3130AQRH8	2.00	100.00	2.01	98.85	2.55	97.07	3.42	95.13	4.39	93.21	5.38	91.33	6.37	89.51	7.35
FHLB 2 02/25/27	02/25/2027	0.00	0.40	0.00	2.15	0.00	2.15	2.03	2.15	0.00	2.15	0.00	2.15	0.00	2.15
	5,000	138	2.83%	135	2.77%	86	1.78%	0	0.00%	-99	-2.03%	-199	-4.09%	-297	-6.10%
3130ARHJ3	3.18	100.08	1.61	100.02	3.00	99.06	3.60	97.33	4.41	95.35	5.35	93.35	6.32	91.39	7.30
FHLB 3.175 04/19/27	04/19/2027	0.00	0.05	0.00	0.14	0.00	2.30	1.95	2.30	0.00	2.30	0.00	2.30	0.00	2.30
	1,000	68	6.86%	48	4.84%	26	2.64%	0	0.00%	-32	-3.21%	-68	-6.83%	-105	-10.55%
3130B3XP3	4.50	106.02	1.33	104.01	2.36	101.83	3.51	99.21	4.93	96.02	5.43	92.44	6.31	88.74	7.26
FHLB 4 1/2 12/04/29	12/04/2029	0.00	1.93	0.00	1.93	0.00	1.93	2.92	1.93	0.00	4.93	0.00	4.93	0.00	4.93
	10,000	213	2.19%	142	1.46%	70	0.72%	0	0.00%	-69	-0.71%	-138	-1.42%	-205	-2.11%
3134GWUG9	0.57	99.44	1.33	98.73	2.33	98.01	3.33	97.31	4.34	96.62	5.34	95.93	6.33	95.26	7.33
FHLMC 0.57 09/24/25	09/24/2025	0.00	0.73	0.00	0.73	0.00	0.73	0.72	0.73	0.00	0.73	0.00	0.73	0.00	0.73
	1,150	29	2.58%	19	1.72%	10	0.85%	0	0.00%	-9	-0.84%	-19	-1.66%	-28	-2.47%
3134GXBM5	0.60	99.37	1.33	98.54	2.32	97.70	3.32	96.87	4.32	96.06	5.31	95.26	6.31	94.47	7.30
FHLMC 0.6 11/12/25	11/12/2025	0.00	0.87	0.00	0.87	0.00	0.87	0.85	0.87	0.00	0.87	0.00	0.87	0.00	0.87
	5,000	253	5.40%	169	3.61%	84	1.79%	0	0.00%	-82	-1.74%	-161	-3.43%	-238	-5.08%
3134GW4C7	0.80	98.88	1.43	97.20	2.38	95.49	3.37	93.81	4.36	92.18	5.36	90.59	6.34	89.04	7.32
FHLMC 0.8 10/27/26	10/27/2026	0.00	1.83	0.00	1.83	0.00	1.83	1.76	1.83	0.00	1.83	0.00	1.83	0.00	1.83
	3,000	75	2.56%	49	1.69%	24	0.84%	0	0.00%	-24	-0.83%	-48	-1.64%	-71	-2.44%
3135G06G3	0.50	99.35	1.26	98.51	2.27	97.68	3.28	96.87	4.28	96.07	5.27	95.28	6.27	94.51	7.26
FNMA 0 1/2 11/07/25	11/07/2025	0.00	0.85	0.00	0.85	0.00	0.85	0.83	0.85	0.00	0.85	0.00	0.85	0.00	0.85
	3,500	60	1.74%	40	1.16%	20	0.58%	0	0.00%	-19	-0.57%	-39	-1.13%	-58	-1.69%
3136G4ZP1	0.65	99.60	1.34	99.03	2.33	98.46	3.33	97.90	4.33	97.34	5.34	96.79	6.34	96.25	7.34
FNMA 0.65 07/30/25	07/30/2025	0.00	0.58	0.00	0.58	0.00	0.58	0.57	0.58	0.00	0.58	0.00	0.58	0.00	0.58
	5,000	287	6.03%	189	3.96%	93	1.95%	0	0.00%	-90	-1.89%	-178	-3.73%	-263	-5.52%
912828YX2	1.75	101.02	1.23	99.05	2.24	97.14	3.24	95.28	4.24	93.48	5.23	91.72	6.22	90.02	7.20
T 1 3/4 12/31/26	12/31/2026	0.00	2.00	0.00	2.00	0.00	2.00	1.92	2.00	0.00	2.00	0.00	2.00	0.00	2.00
	3,000	102	3.48%	67	2.29%	33	1.13%	0	0.00%	-33	-1.11%	-65	-2.20%	-96	-3.26%
9128286F2	2.50	101.43	1.26	100.27	2.26	99.13	3.27	98.02	4.26	96.93	5.25	95.87	6.24	94.82	7.22
T 2 1/2 02/28/26	02/28/2026	0.00	1.17	0.00	1.17	0.00	1.17	1.11	1.17	0.00	1.17	0.00	1.17	0.00	1.17

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ / Mkt Px / Dur	-300 % Px Δ / Mkt Yld / WAL	-200 $ Amt Δ / Mkt Px / Dur	-200 % Px Δ / Mkt Yld / WAL	-100 $ Amt Δ / Mkt Px / Dur	-100 % Px Δ / Mkt Yld / WAL	Base $ Amt Δ / Mkt Px / Dur	Base % Px Δ / Mkt Yld / WAL	+100 $ Amt Δ / Mkt Px / Dur	+100 % Px Δ / Mkt Yld / WAL	+200 $ Amt Δ / Mkt Px / Dur	+200 % Px Δ / Mkt Yld / WAL	+300 $ Amt Δ / Mkt Px / Dur	+300 % Px Δ / Mkt Yld / WAL
	3,200	117	3.73%	77	2.46%	38	1.22%	0	0.00%	-37	-1.19%	-74	-2.36%	-109	-3.50%
9128286L9	2.25	101.20	1.27	99.96	2.27	98.75	3.27	97.56	4.27	96.40	5.26	95.26	6.24	94.15	7.22
T 2 1/4 03/31/26	03/31/2026	0.00	1.25	0.00	1.25	0.00	1.25	1.20	1.25	0.00	1.25	0.00	1.25	0.00	1.25
	3,000	88	2.99%	58	1.97%	29	0.98%	0	0.00%	-28	-0.96%	-56	-1.90%	-83	-2.82%
9128285T3	2.63	101.41	1.20	100.41	2.21	99.43	3.21	98.47	4.20	97.53	5.19	96.60	6.18	95.70	7.16
T 2 5/8 12/31/25	12/31/2025	0.00	1.00	0.00	1.00	0.00	1.00	0.97	1.00	0.00	1.00	0.00	1.00	0.00	1.00
	5,000	147	2.99%	97	1.97%	48	0.98%	0	0.00%	-47	-0.96%	-93	-1.90%	-139	-2.82%
9128285T3	2.63	101.41	1.20	100.41	2.21	99.43	3.21	98.47	4.20	97.53	5.19	96.60	6.18	95.70	7.16
T 2 5/8 12/31/25	12/31/2025	0.00	1.00	0.00	1.00	0.00	1.00	0.97	1.00	0.00	1.00	0.00	1.00	0.00	1.00
	5,000	363	7.43%	238	4.87%	117	2.39%	0	0.00%	-113	-2.31%	-222	-4.55%	-328	-6.72%
91282CEW7	3.25	104.93	1.24	102.43	2.24	100.01	3.24	97.67	4.24	95.41	5.23	93.22	6.21	91.11	7.19
T 3 1/4 06/30/27	06/30/2027	0.00	2.50	0.00	2.50	0.00	2.50	2.35	2.50	0.00	2.50	0.00	2.50	0.00	2.50
	5,000	681	13.93%	441	9.02%	215	4.39%	0	0.00%	-203	-4.15%	-396	-8.09%	-578	-11.82%
91282CFL0	3.88	111.47	1.37	106.67	2.38	102.13	3.38	97.84	4.38	93.77	5.37	89.92	6.36	86.27	7.35
T 3 7/8 09/30/29	09/30/2029	0.00	4.75	0.00	4.75	0.00	4.75	4.23	4.75	0.00	4.75	0.00	4.75	0.00	4.75
	5,000	704	14.40%	456	9.33%	222	4.53%	0	0.00%	-209	-4.28%	-408	-8.34%	-595	-12.17%
91282CFY2	3.88	111.86	1.37	106.90	2.38	102.21	3.38	97.78	4.38	93.59	5.37	89.63	6.36	85.88	7.35
T 3 7/8 11/30/29	11/30/2029	0.00	4.92	0.00	4.92	0.00	4.92	4.39	4.92	0.00	4.92	0.00	4.92	0.00	4.92
	5,000	167	3.35%	110	2.21%	55	1.09%	0	0.00%	-53	-1.07%	-106	-2.12%	-157	-3.15%
91282CGL9	4.00	103.08	1.24	101.94	2.25	100.82	3.25	99.73	4.25	98.66	5.24	97.61	6.23	96.58	7.21
T 4 02/15/26	02/15/2026	0.00	1.13	0.00	1.13	0.00	1.13	1.07	1.13	0.00	1.13	0.00	1.13	0.00	1.13
	5,000	216	4.32%	142	2.85%	70	1.41%	0	0.00%	-69	-1.37%	-136	-2.72%	-201	-4.03%
91282CHH7	4.13	104.15	1.24	102.67	2.24	101.23	3.24	99.83	4.23	98.46	5.22	97.12	6.21	95.81	7.19
T 4 1/8 06/15/26	06/15/2026	0.00	1.46	0.00	1.46	0.00	1.46	1.39	1.46	0.00	1.46	0.00	1.46	0.00	1.46
	2,500	202	8.11%	132	5.31%	65	2.61%	0	0.00%	-63	-2.51%	-123	-4.94%	-181	-7.28%
91282CFM8	4.13	107.71	1.26	104.92	2.27	102.23	3.27	99.63	4.26	97.13	5.26	94.71	6.24	92.38	7.22
T 4 1/8 09/30/27	09/30/2027	0.00	2.75	0.00	2.75	0.00	2.75	2.53	2.75	0.00	2.75	0.00	2.75	0.00	2.75
	5,000	695	14.14%	450	9.16%	219	4.45%	0	0.00%	-207	-4.21%	-403	-8.20%	-589	-11.97%
91282CFT3	4.00	112.24	1.37	107.34	2.38	102.72	3.38	98.34	4.38	94.20	5.38	90.28	6.37	86.57	7.35
T 4 10/31/29	10/31/2029	0.00	4.83	0.00	4.83	0.00	4.83	4.30	4.83	0.00	4.83	0.00	4.83	0.00	4.83
Treasury/Agency	142,975	6,311	4.52%	4,245	3.04%	2,130	1.53%	0	0.00%	-2,133	-1.53%	-4,246	-3.04%	-6,316	-4.52%
	2.19	102.06	1.36	100.62	2.34	99.14	3.32	97.65	4.33	96.16	5.31	94.68	6.29	93.23	7.28
		0.00	1.45	0.00	1.51	0.00	1.59	1.52	1.65	0.00	1.75	0.00	1.75	0.00	1.75
	500	16	3.23%	10	2.13%	5	1.06%	0	0.00%	-5	-1.04%	-10	-2.05%	-15	-3.04%
06406RAQ0	0.75	99.17	1.53	98.12	2.53	97.08	3.53	96.07	4.53	95.08	5.52	94.10	6.51	93.15	7.49
BK 0 3/4 01/28/26	01/28/2026	0.00	1.08	0.00	1.08	0.00	1.08	1.04	1.08	0.00	1.08	0.00	1.08	0.00	1.08

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ / Mkt Px / Dur	-300 % Px Δ / Mkt Yld / WAL	-200 $ Amt Δ / Mkt Px / Dur	-200 % Px Δ / Mkt Yld / WAL	-100 $ Amt Δ / Mkt Px / Dur	-100 % Px Δ / Mkt Yld / WAL	Base $ Amt Δ / Mkt Px / Dur	Base % Px Δ / Mkt Yld / WAL	+100 $ Amt Δ / Mkt Px / Dur	+100 % Px Δ / Mkt Yld / WAL	+200 $ Amt Δ / Mkt Px / Dur	+200 % Px Δ / Mkt Yld / WAL	+300 $ Amt Δ / Mkt Px / Dur	+300 % Px Δ / Mkt Yld / WAL
	656	73	11.28%	49	7.48%	24	3.70%	0	0.00%	-23	-3.57%	-45	-6.99%	-67	-10.26%
06406RBN6	4.54	110.15	1.18	106.39	2.38	102.64	3.63	98.98	4.90	95.45	6.18	92.06	7.47	88.82	8.75
BK 4.543 02/01/29	02/01/2029	0.00	3.09	0.00	3.09	0.00	3.09	3.57	3.09	0.00	3.09	0.00	3.09	0.00	3.09
	500	18	3.71%	12	2.51%	6	1.28%	0	0.00%	-6	-1.32%	-13	-2.62%	-19	-3.90%
11271LAA0	4.25	102.33	2.23	101.15	3.25	99.94	4.29	98.67	5.23	97.37	6.21	96.08	7.19	94.82	8.18
BNCN 4 1/4 06/02/26	06/02/2026	0.00	1.17	0.00	1.17	0.00	1.42	1.30	1.42	0.00	1.42	0.00	1.42	0.00	1.42
	500	53	11.11%	35	7.29%	17	3.58%	0	0.00%	-17	-3.45%	-33	-6.77%	-48	-9.96%
05565QDH8	3.72	106.85	1.78	103.17	2.81	99.60	3.83	96.16	4.81	92.84	5.79	89.65	6.78	86.59	7.76
BPLN 3.723 11/28/28	11/28/2028	0.00	3.66	0.00	3.66	0.00	3.91	3.51	3.91	0.00	3.91	0.00	3.91	0.00	3.91
	1,000	35	3.47%	23	2.29%	11	1.13%	0	0.00%	-11	-1.11%	-22	-2.19%	-33	-3.26%
194162AQ6	4.80	103.81	1.51	102.62	2.51	101.47	3.51	100.33	4.50	99.22	5.49	98.13	6.48	97.06	7.45
CL 4.8 03/02/26	03/02/2026	0.00	1.17	0.00	1.17	0.00	1.17	1.10	1.17	0.00	1.17	0.00	1.17	0.00	1.17
	500	19	3.91%	13	2.65%	7	1.35%	0	0.00%	-7	-1.37%	-13	-2.71%	-20	-4.03%
46625HRS1	3.20	101.93	1.58	100.70	2.61	99.43	3.61	98.10	4.56	96.76	5.54	95.44	6.53	94.15	7.51
JPM 3.2 06/15/26	06/15/2026	0.00	1.21	0.00	1.21	0.00	1.46	1.36	1.46	0.00	1.46	0.00	1.46	0.00	1.46
	500	23	4.69%	15	3.08%	7	1.52%	0	0.00%	-7	-1.49%	-14	-2.93%	-21	-4.35%
61761J3R8	3.13	102.33	1.62	100.76	2.63	99.24	3.63	97.75	4.62	96.30	5.61	94.88	6.60	93.50	7.58
MS 3 1/8 07/27/26	07/27/2026	0.00	1.58	0.00	1.58	0.00	1.58	1.48	1.58	0.00	1.58	0.00	1.58	0.00	1.58
	1,000	32	3.19%	21	2.10%	10	1.04%	0	0.00%	-10	-1.02%	-20	-2.02%	-30	-3.00%
742718FY0	4.10	102.84	1.42	101.76	2.43	100.70	3.43	99.66	4.43	98.64	5.42	97.65	6.40	96.67	7.39
PG 4.1 01/26/26	01/26/2026	0.00	1.07	0.00	1.07	0.00	1.07	1.01	1.07	0.00	1.07	0.00	1.07	0.00	1.07
	500	43	9.11%	29	6.00%	14	2.97%	0	0.00%	-14	-2.88%	-27	-5.66%	-40	-8.34%
718172CE7	3.13	103.75	1.80	100.80	2.85	97.91	3.83	95.09	4.81	92.35	5.80	89.71	6.78	87.16	7.77
PM 3 1/8 03/02/28	03/02/2028	0.00	2.92	0.00	3.09	0.00	3.17	2.89	3.17	0.00	3.17	0.00	3.17	0.00	3.17
	500	34	7.05%	23	4.68%	11	2.33%	0	0.00%	-11	-2.29%	-22	-4.52%	-32	-6.68%
75973QAA5	3.45	103.42	1.89	101.13	2.93	98.86	3.93	96.61	4.91	94.40	5.89	92.25	6.87	90.16	7.86
RNR 3.45 07/01/27	07/01/2027	0.00	2.25	0.00	2.25	0.00	2.50	2.27	2.50	0.00	2.50	0.00	2.50	0.00	2.50
	500	16	3.19%	11	2.11%	5	1.04%	0	0.00%	-5	-1.02%	-10	-2.02%	-15	-3.01%
780082AD5	4.65	103.07	1.75	101.98	2.76	100.92	3.76	99.88	4.76	98.86	5.76	97.86	6.74	96.88	7.73
RY 4.65 01/27/26	01/27/2026	0.00	1.08	0.00	1.08	0.00	1.08	1.01	1.08	0.00	1.08	0.00	1.08	0.00	1.08
	500	31	6.29%	20	4.19%	10	2.09%	0	0.00%	-10	-2.07%	-20	-4.09%	-29	-6.06%
808513BW4	3.30	103.28	1.63	101.24	2.66	99.20	3.67	97.17	4.64	95.16	5.61	93.19	6.60	91.28	7.58
SCHW 3.3 04/01/27	04/01/2027	0.00	2.00	0.00	2.00	0.00	2.25	2.07	2.25	0.00	2.25	0.00	2.25	0.00	2.25
	500	52	10.33%	34	6.75%	17	3.31%	0	0.00%	-16	-3.18%	-31	-6.24%	-46	-9.17%
797440CE2	4.95	110.74	1.81	107.14	2.82	103.69	3.83	100.37	4.84	97.18	5.82	94.11	6.81	91.16	7.79
SRE 4.95 08/15/28	08/15/2028	0.00	3.54	0.00	3.54	0.00	3.54	3.18	3.63	0.00	3.63	0.00	3.63	0.00	3.63

Shocked CUSIP Analysis

		-300		-200		-100		Base		+100		+200		+300	
	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	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL
	500	37	7.38%	24	4.84%	12	2.38%	0	0.00%	-12	-2.30%	-23	-4.52%	-34	-6.67%
22550L2K6	5.00	107.92	1.78	105.36	2.79	102.89	3.79	100.50	4.79	98.19	5.78	95.96	6.77	93.79	7.75
UBS 5 07/09/27	07/09/2027	0.00	2.53	0.00	2.53	0.00	2.53	2.28	2.53	0.00	2.53	0.00	2.53	0.00	2.53
	1,000	30	3.03%	20	2.08%	11	1.07%	0	0.00%	-11	-1.10%	-22	-2.18%	-32	-3.25%
30231GAT9	3.04	101.49	1.41	100.55	2.44	99.56	3.43	98.50	4.37	97.42	5.34	96.35	6.33	95.30	7.30
XOM 3.043 03/01/26	03/01/2026	0.00	0.92	0.00	0.92	0.00	1.17	1.08	1.17	0.00	1.17	0.00	1.17	0.00	1.17
Corporate	9,156	512	5.68%	339	3.76%	168	1.87%	0	0.00%	-165	-1.83%	-325	-3.60%	-480	-5.32%
	3.79	104.06	1.62	102.17	2.65	100.31	3.67	98.47	4.67	96.67	5.67	94.92	6.68	93.23	7.68
		0.00	1.82	0.00	1.83	0.00	1.93	1.82	1.94	0.00	1.94	0.00	1.94	0.00	1.94
	245	11	4.36%	7	2.87%	4	1.42%	0	0.00%	-3	-1.39%	-7	-2.74%	-10	-4.06%
06051XER9	5.05	105.78	1.08	104.27	2.09	102.80	3.08	101.36	4.08	99.96	5.07	98.58	6.05	97.24	7.03
BAC 5.05 06/22/26	06/22/2026	0.00	1.48	0.00	1.48	0.00	1.48	1.40	1.48	0.00	1.48	0.00	1.48	0.00	1.48
	240	10	4.31%	7	2.84%	3	1.40%	0	0.00%	-3	-1.37%	-7	-2.71%	-10	-4.02%
05580A4Y7	4.65	104.98	1.18	103.50	2.19	102.05	3.19	100.64	4.18	99.26	5.17	97.91	6.15	96.60	7.13
BMW 4.65 06/15/26	06/15/2026	0.00	1.46	0.00	1.46	0.00	1.46	1.38	1.46	0.00	1.46	0.00	1.46	0.00	1.46
	245	4	1.49%	2	1.00%	1	0.52%	0	0.00%	-2	-0.97%	-7	-2.97%	-14	-5.79%
09776DAG9	5.35	102.13	0.92	101.64	1.92	101.16	2.93	100.63	4.03	99.66	5.51	97.64	6.02	94.80	6.79
BOMBNK 5.35 06/25/29	06/25/2029	0.00	0.49	0.00	0.49	0.00	0.49	0.62	0.49	0.00	3.82	0.00	4.49	0.00	4.49
	245	1	0.42%	1	0.28%	0	0.14%	0	0.00%	-2	-0.72%	-7	-2.83%	-14	-5.72%
229083AA8	5.35	100.57	1.14	100.43	2.16	100.29	3.19	100.15	4.29	99.42	5.56	97.31	6.11	94.42	6.90
EVANBT 5.35 06/18/29	06/18/2029	0.00	0.13	0.00	0.13	0.00	0.13	0.22	0.13	0.00	4.30	0.00	4.47	0.00	4.47
	245	11	4.51%	8	3.05%	4	1.59%	0	0.00%	-5	-1.90%	-10	-4.19%	-17	-6.74%
307811KA6	5.00	105.85	0.94	104.37	1.95	102.89	2.98	101.28	4.12	99.35	5.26	97.03	6.02	94.45	6.90
FMBKWI 5 06/14/28	06/14/2028	0.00	1.46	0.00	1.46	0.00	1.46	1.72	1.46	0.00	3.46	0.00	3.46	0.00	3.46
	245	11	4.31%	7	2.84%	3	1.40%	0	0.00%	-3	-1.37%	-7	-2.70%	-10	-4.01%
34520LBC6	5.05	105.70	1.08	104.21	2.09	102.76	3.09	101.34	4.08	99.95	5.07	98.60	6.05	97.28	7.03
FORBBK 5.05 06/15/26	06/15/2026	0.00	1.46	0.00	1.46	0.00	1.46	1.38	1.46	0.00	1.46	0.00	1.46	0.00	1.46
	245	11	4.36%	7	2.87%	4	1.42%	0	0.00%	-3	-1.39%	-7	-2.74%	-10	-4.06%
35634MAE1	5.05	105.78	1.08	104.27	2.09	102.80	3.08	101.36	4.08	99.96	5.07	98.58	6.05	97.24	7.03
FREBNJ 5.05 06/22/26	06/22/2026	0.00	1.48	0.00	1.48	0.00	1.48	1.40	1.48	0.00	1.48	0.00	1.48	0.00	1.48
	245	11	4.27%	7	2.82%	3	1.39%	0	0.00%	-3	-1.36%	-7	-2.69%	-10	-3.98%
38150VUZ0	5.05	105.66	1.08	104.18	2.09	102.74	3.09	101.33	4.08	99.95	5.07	98.61	6.05	97.29	7.03
GS 5.05 06/11/26	06/11/2026	0.00	1.45	0.00	1.45	0.00	1.45	1.37	1.45	0.00	1.45	0.00	1.45	0.00	1.45
	240	1	0.51%	1	0.35%	0	0.18%	0	0.00%	-2	-0.71%	-6	-2.42%	-11	-4.63%
46656MVH1	5.00	100.64	0.98	100.48	1.97	100.31	2.96	100.13	4.07	99.42	5.21	97.70	5.86	95.49	6.72
JPM 5 11/30/27	11/30/2027	0.00	0.17	0.00	0.17	0.00	0.17	0.29	0.17	0.00	2.92	0.00	2.92	0.00	2.92

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ / Mkt Px / Dur	-300 % Px Δ / Mkt Yld / WAL	-200 $ Amt Δ / Mkt Px / Dur	-200 % Px Δ / Mkt Yld / WAL	-100 $ Amt Δ / Mkt Px / Dur	-100 % Px Δ / Mkt Yld / WAL	Base $ Amt Δ / Mkt Px / Dur	Base % Px Δ / Mkt Yld / WAL	+100 $ Amt Δ / Mkt Px / Dur	+100 % Px Δ / Mkt Yld / WAL	+200 $ Amt Δ / Mkt Px / Dur	+200 % Px Δ / Mkt Yld / WAL	+300 $ Amt Δ / Mkt Px / Dur	+300 % Px Δ / Mkt Yld / WAL
	245	3	1.39%	2	0.94%	1	0.49%	0	0.00%	-2	-0.92%	-7	-2.73%	-13	-5.15%
59541KCV7	5.15	101.86	0.94	101.41	1.95	100.96	2.96	100.47	4.08	99.55	5.36	97.73	5.95	95.29	6.77
MIDMIB 5.15 06/12/28	06/12/2028	0.00	0.45	0.00	0.45	0.00	0.45	0.59	0.45	0.00	3.20	0.00	3.45	0.00	3.45
	245	1	0.38%	1	0.25%	0	0.12%	0	0.00%	0	-0.12%	-1	-0.25%	-1	-0.37%
69503PAB7	5.20	100.51	1.10	100.38	2.13	100.25	3.16	100.13	4.20	100.01	5.24	99.88	6.28	99.76	7.33
PACVYB 5.2 06/14/29	06/14/2029	0.00	0.12	0.00	0.12	0.00	0.12	0.12	0.12	0.00	0.12	0.00	0.12	0.00	0.12
	240	21	8.81%	14	5.76%	7	2.82%	0	0.00%	-7	-2.72%	-13	-5.33%	-19	-7.85%
09582YAV4	4.20	109.64	0.93	106.56	1.93	103.61	2.93	100.76	3.92	98.02	4.91	95.39	5.90	92.85	6.88
RICBVA 4.2 12/28/27	12/28/2027	0.00	2.99	0.00	2.99	0.00	2.99	2.77	2.99	0.00	2.99	0.00	2.99	0.00	2.99
	245	11	4.32%	7	2.85%	3	1.41%	0	0.00%	-3	-1.37%	-7	-2.71%	-10	-4.02%
8562855V9	5.10	105.79	1.09	104.30	2.09	102.84	3.09	101.41	4.08	100.02	5.07	98.66	6.06	97.33	7.04
SBIIN 5.1 06/17/26	06/17/2026	0.00	1.46	0.00	1.46	0.00	1.46	1.39	1.46	0.00	1.46	0.00	1.46	0.00	1.46
	245	33	12.91%	21	8.38%	10	4.08%	0	0.00%	-10	-3.87%	-19	-7.56%	-28	-11.05%
89235MPP0	4.65	116.09	0.95	111.43	1.96	107.01	2.96	102.82	3.95	98.84	4.94	95.05	5.93	91.45	6.91
TOYFBN 4.65 06/13/29	06/13/2029	0.00	4.45	0.00	4.45	0.00	4.45	3.97	4.45	0.00	4.45	0.00	4.45	0.00	4.45
CD	3,415	139	4.04%	92	2.66%	45	1.32%	0	0.00%	-50	-1.45%	-110	-3.19%	-176	-5.11%
	4.99	105.07	1.03	103.67	2.04	102.32	3.05	100.99	4.09	99.53	5.18	97.77	6.04	95.83	6.97
		0.00	1.36	0.00	1.36	0.00	1.36	1.34	1.36	0.00	2.43	0.00	2.51	0.00	2.51
	14,568	38	0.26%	25	0.17%	13	0.09%	0	0.00%	-12	-0.09%	-25	-0.17%	-37	-0.26%
PLMDLLAIF	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
LAIF	01/31/2025	0.00	0.08	0.00	0.08	0.00	0.08	0.09	0.08	0.00	0.08	0.00	0.08	0.00	0.08
	60,742	157	0.26%	104	0.17%	52	0.09%	0	0.00%	-52	-0.09%	-104	-0.17%	-156	-0.26%
PLMDLLAIF	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
LAIF	01/31/2025	0.00	0.08	0.00	0.08	0.00	0.08	0.09	0.08	0.00	0.08	0.00	0.08	0.00	0.08
	36,500	94	0.26%	63	0.17%	31	0.09%	0	0.00%	-31	-0.09%	-63	-0.17%	-94	-0.26%
PLMDLLAIF	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
LAIF	01/31/2025	0.00	0.08	0.00	0.08	0.00	0.08	0.09	0.08	0.00	0.08	0.00	0.08	0.00	0.08
	51,789	134	0.26%	89	0.17%	44	0.09%	0	0.00%	-44	-0.09%	-89	-0.17%	-133	-0.26%
PLMDLCAMP	0.30	100.26	-2.77	100.17	-1.75	100.09	-0.73	100.00	0.30	99.91	1.33	99.83	2.37	99.74	3.41
LAIF CAMP	01/31/2025	0.00	0.08	0.00	0.08	0.00	0.08	0.09	0.08	0.00	0.08	0.00	0.08	0.00	0.08
Other	163,599	422	0.26%	281	0.17%	140	0.09%	0	0.00%	-140	-0.09%	-280	-0.17%	-420	-0.26%
	0.63	100.26	-2.45	100.17	-1.43	100.09	-0.40	100.00	0.63	99.91	1.66	99.83	2.70	99.74	3.75
		0.00	0.08	0.00	0.08	0.00	0.08	0.09	0.08	0.00	0.08	0.00	0.08	0.00	0.08
Total	319,145	7,384	2.34%	4,957	1.57%	2,484	0.79%	0	0.00%	-2,487	-0.79%	-4,961	-1.57%	-7,392	-2.34%
	1.46	101.23	-0.57	100.47	0.42	99.69	1.41	98.91	2.42	98.13	3.42	97.36	4.41	96.60	5.42
	1	0.00	0.76	0.00	0.79	0.00	0.83	0.78	0.85	0.00	0.91	0.00	0.91	0.00	0.91

Portfolio Changes

New Securities 9/2024-12/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent
3130B3XP3	Treasury/Agency	FHLB 4 1/2 12/04/29	12/04/2029	4.50	1,000,000	100.00	AFS
3133ERE23	Treasury/Agency	FFCB 4.32 12/02/27	12/02/2027	4.32	1,000,000	100.00	AFS
91282CFL0	Treasury/Agency	T 3 7/8 09/30/29	09/30/2029	3.88	5,000,000	100.00	AFS
91282CFT3	Treasury/Agency	T 4 10/31/29	10/31/2029	4.00	5,000,000	100.00	AFS
91282CFY2	Treasury/Agency	T 3 7/8 11/30/29	11/30/2029	3.88	5,000,000	100.00	AFS

Partial Buy9/2024-12/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
PLMDLLAIF	Other	LAIF	01/31/2025	0.78	111,810,289	100.00	AFS	Same CUSIP buys

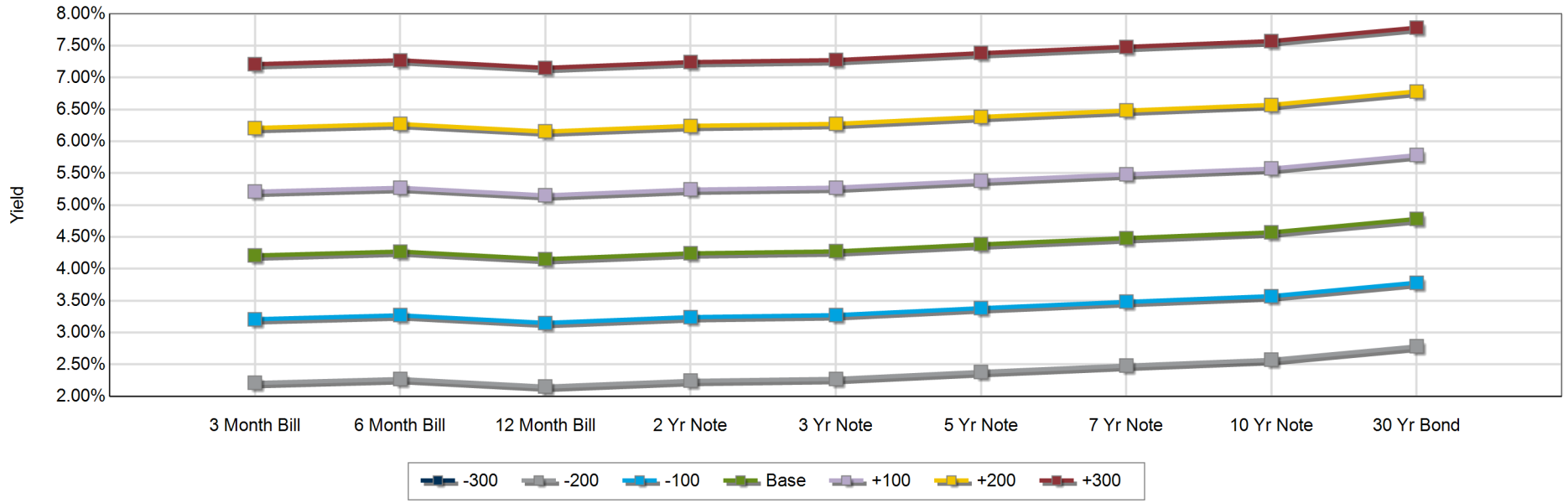
Securities Sold/Redeemed 9/2024-12/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
3130AQDY6	Treasury/Agency	FHLB 1 12/30/24	12/30/2024	1.00	6,750,000	100.00	AFS	Expired/Matured
3134GWNG7	Treasury/Agency	FHLMC 0 1/2 11/27/24	11/27/2024	0.50	2,000,000	100.00	AFS	Expired/Matured
91282CDN8	Treasury/Agency	T 1 12/15/24	12/15/2024	1.00	20,000,000	100.00	AFS	Expired/Matured
9128283P3	Treasury/Agency	T 2 1/4 12/31/24	12/31/2024	2.25	3,000,000	100.00	AFS	Expired/Matured
PLMDLCAMP	Other	LAIF CAMP	01/31/2025	0.30	51,788,998	100.00	AFS	Partial Sale

Shocked Assumptions

	Scenarios						
	Down 300	Down 200	Down 100	Base	Up 100	Up 200	Up 300
Shift Amount	-300	-200	-100	0	100	200	300
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	2024-12-31	2024-12-31	2024-12-31	2024-12-31	2024-12-31	2024-12-31	2024-12-31

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 Yield at Book 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).

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Portfolio Exceptions

	Hld ID	Exception Description	CUSIP	Sector	Sub Sector	Indic Table	Security Description	Par Value	Book Price	Market Price
1	7785771	Called	3133EPKC8	Treasury/Agency	Agency Bullet	AGY	FFCB 5.39 05/18/27	5,000	100.000	100.000
2	8197055	Called	3130A5DH9			AGY	FHLB 2.000 05/18/20 CALd	1,950	100.000	100.000

Portfolio Exceptions Summary

Total Par From Customer	Total Par Excluded	Total Par In Analysis	% Par Excluded	Holding Count From Customer	Holding Count Excluded	Holding Count In Analysis	% Count Excluded
326,095	6,950	319,145	2.13 %	69	2	67	2.90 %

STIFEL

PORTFOLIO REVIEW AND ANALYSIS

City of Palmdale - Successor Agency

Palmdale, CA

As of Date: 12/31/2024 | Pricing as of: 12/31/2024 | Date of Analysis: 01/10/2025

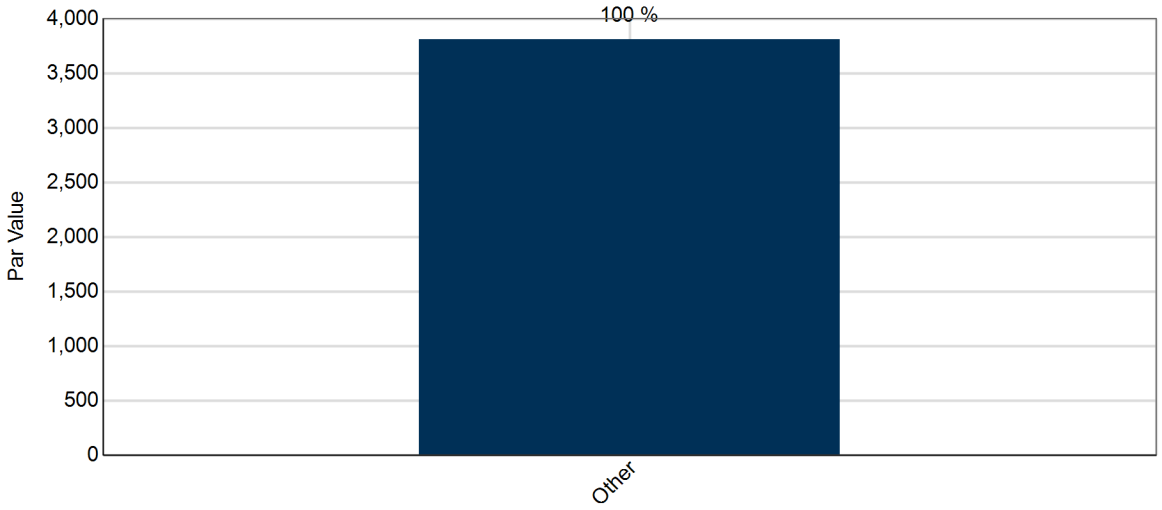
Account Executive: Bill Blackwill



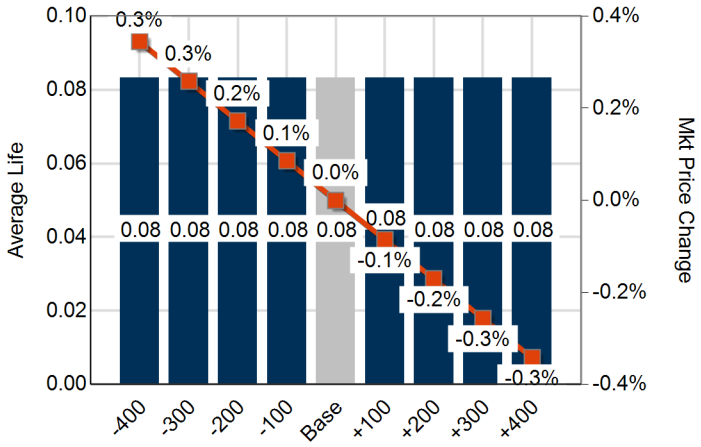
Portfolio Overview

Book Value	3,813
# Securities	1
Average Size (Book)	3,813
Yield at Book	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

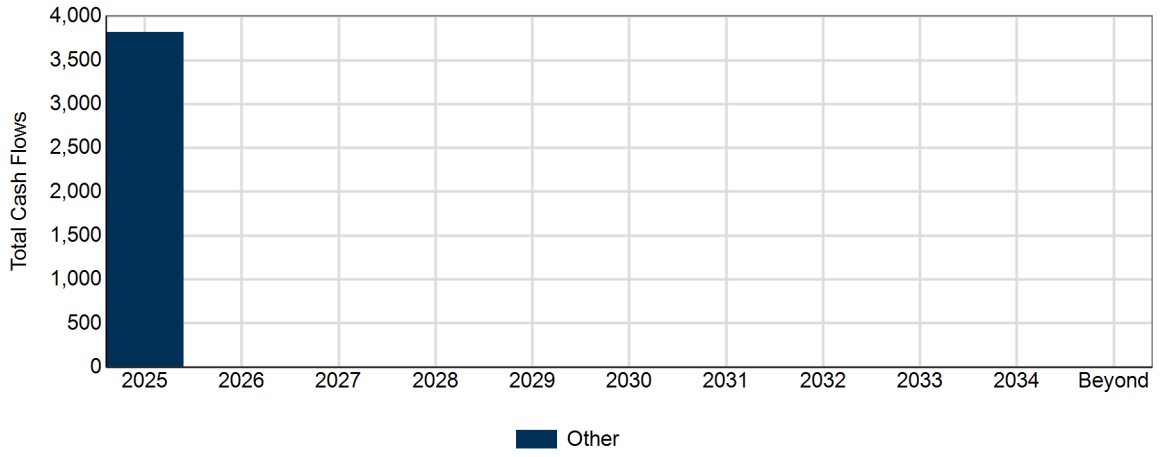
Sector Allocation



Average Life vs Price Sensitivity



Annual Projected Cash Flows By Sector



Historical Portfolio Overview

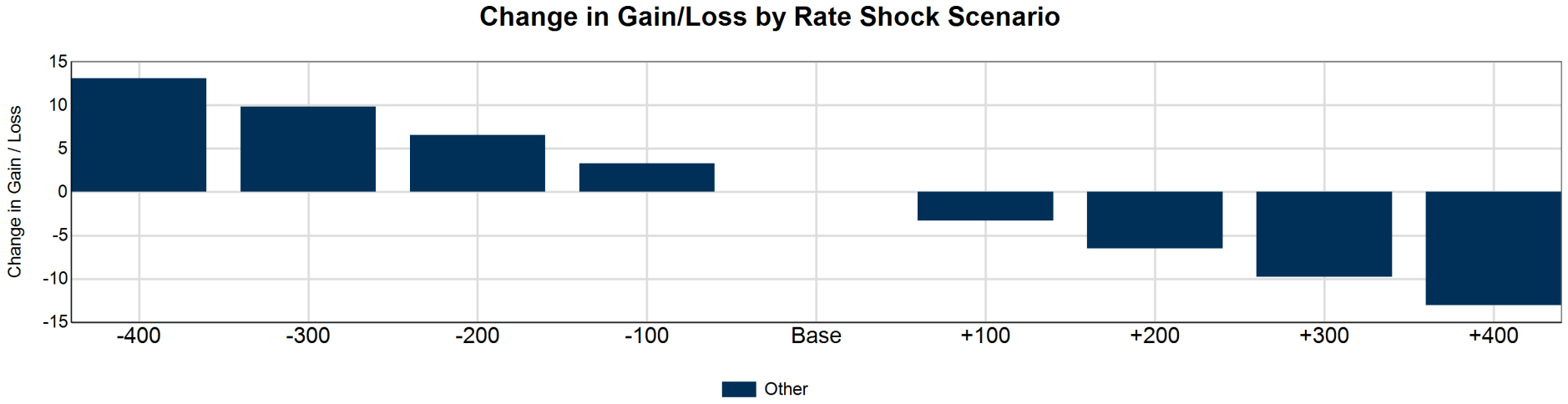
	12/31/2024	09/30/2024	06/30/2024	03/31/2024
Book Value	3,813	3,741	8,150	6,283
Yield at Book	0.78	0.78	0.78	0.78
Yield at Book (+100)	0.78	0.78	0.78	0.78
Yield at Book (+300)	0.78	0.78	0.78	0.78
Yield at Book (-100)	0.78	0.78	0.78	0.78
WAL	0.08	0.08	0.08	0.08
WAL (+100)	0.08	0.08	0.08	0.08
WAL (+300)	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%	-0.3%	-0.3%	-0.2%
% Price Change (-100)	0.1%	0.1%	0.1%	0.1%
Effective Duration	0.09	0.09	0.09	0.08
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%
$ Gain/Loss (+300)	-10	-10	-21	-16
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	Yield @Bk	Market Value	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%	3,813	0.78	0.1 yrs	3,813	0.78	3,813	0.78	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %
Other (1)	100.0%	3,813	0.78	0.1 yrs	3,813	0.78	3,813	0.78	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %
Total (1)	100.0%	3,813	0.78	0.1 yrs	3,813	0.78	3,813	0.78	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %

Shocked Analysis

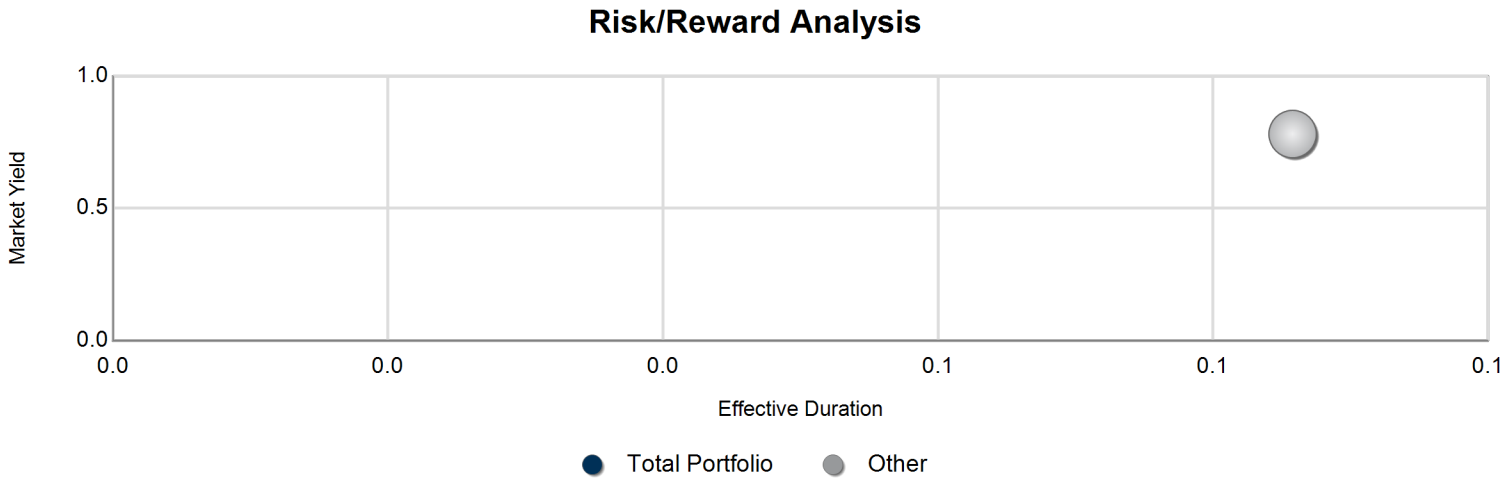
	-300	-200	-100	Base	+100	+200	+300
Par Value	3,813	3,813	3,813	3,813	3,813	3,813	3,813
Book Value	3,813	3,813	3,813	3,813	3,813	3,813	3,813
Market Value	3,823	3,820	3,816	3,813	3,810	3,806	3,803
Gain/(Loss)	10	7	3	0	-3	-7	-10
Gain/(Loss) %	0.3%	0.2%	0.1%	0.0%	-0.1%	-0.2%	-0.3%
Gain/(Loss) % - Chg from Base	0.3%	0.2%	0.1%	0.0%	-0.1%	-0.2%	-0.3%
Book Price	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Yield at Book	0.78	0.78	0.78	0.78	0.78	0.78	0.78
Market Price	100.26	100.17	100.09	100.00	99.91	99.83	99.74
Market Yield	-2.30	-1.28	-0.25	0.78	1.82	2.86	3.90
WAL	0.08	0.08	0.08	0.08	0.08	0.08	0.08
Effective Duration	0.00	0.00	0.00	0.09	0.00	0.00	0.00
Effective Convexity	0.00	0.00	0.00	0.00	0.00	0.00	0.00



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%	3,813	-0.1%	-0.2%	-0.3%	0.1%						
Total	0.1%	3,813	-0.1%	-0.2%	-0.3%	0.1%						
Scenario Market Val	3,816	3,813	3,810	3,806	3,803							
Scenario Gain/Loss	3	0	-3	-7	-10							

Total Portfolio (AFS + HTM):	
% Change in Market Val from Level	
-200 bps	0.2%
-100 bps	0.1%
Level Market Val	3,813
+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

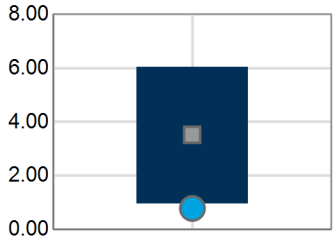
Peer	As of Date	Book Value	G/L %	Yield @Bk	Average Life			% Price Change			Effective		UST	Fix		Fix	Flt	Agy	Sm	Prv			CD &	%	%
					Base	-100	+300	-100	+100	+300	Dur	Cvx	Agy	MBS	ARM	CMO	CMO	CMBS	Bus.	Label	Muni	Corp	Oth	Fixed	AFS
1	12/24	3,692	-4.3	1.02	1.4	1.4	1.4	1.3	-1.3	-3.8	1.3	0.0	93%	0%	0%	0%	0%	0%	0%	0%	0%	0%	7%	100%	100%
2	12/24	7,000	-5.3	0.94	1.7	1.7	1.7	1.6	-1.6	-4.7	1.6	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
3	12/24	7,641	-4.2	3.74	2.8	2.8	3.3	2.3	-2.4	-7.1	2.4	0.0	0%	12%	0%	12%	0%	0%	0%	0%	0%	0%	76%	100%	100%
4	10/24	10,019	-9.4	3.50	7.1	5.3	8.7	3.4	-4.0	-12.2	3.7	-0.4	0%	0%	0%	5%	21%	0%	0%	0%	68%	3%	2%	79%	100%
5	12/24	13,111	0.5	4.55	1.4	1.2	1.7	1.3	-1.4	-4.3	1.3	-0.1	36%	0%	0%	0%	0%	0%	0%	0%	0%	0%	64%	100%	100%
6	11/24	16,006	0.0	5.65	1.1	1.1	1.1	1.0	-1.0	-3.1	1.0	0.0	6%	0%	0%	0%	0%	0%	0%	0%	19%	0%	75%	100%	100%
7	11/24	24,759	0.0	4.33	4.8	4.6	4.8	4.2	-4.1	-11.6	4.1	0.1	53%	19%	0%	0%	0%	28%	0%	0%	0%	0%	0%	100%	100%
8	09/24	26,787	-1.4	3.13	2.1	2.0	2.4	1.9	-1.9	-5.8	1.9	0.0	31%	0%	0%	0%	0%	9%	0%	0%	18%	6%	37%	100%	100%
9	10/24	27,633	-2.7	1.96	1.5	1.5	1.7	1.4	-1.5	-4.4	1.5	0.0	58%	0%	0%	0%	0%	3%	0%	0%	1%	0%	39%	100%	100%
10	09/24	34,699	-0.8	3.53	1.4	1.4	2.5	1.3	-1.5	-5.0	1.4	-0.2	36%	0%	0%	0%	0%	8%	0%	0%	1%	3%	52%	100%	100%
11	12/24	39,813	-3.7	1.77	1.8	1.8	1.8	1.7	-1.7	-5.0	1.7	0.0	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%
12	12/24	42,501	1.6	6.04	2.8	2.8	2.8	2.5	-2.5	-7.2	2.5	0.1	12%	0%	0%	0%	0%	70%	0%	0%	1%	0%	17%	100%	100%
13	12/24	49,246	-2.9	2.07	1.4	1.4	1.4	1.3	-1.3	-3.9	1.3	0.0	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%
14	12/24	54,177	-0.3	4.42	2.0	1.5	2.7	1.6	-1.9	-6.1	1.7	-0.1	55%	0%	0%	0%	0%	9%	0%	0%	0%	0%	36%	100%	100%
15	11/24	58,125	0.6	5.43	1.0	1.0	1.1	0.9	-0.9	-2.9	0.9	0.0	22%	0%	0%	0%	0%	0%	0%	0%	30%	0%	49%	99%	100%
16	11/24	71,232	-0.8	3.30	2.3	2.2	2.3	2.0	-2.0	-6.0	2.0	0.0	77%	0%	0%	0%	0%	0%	0%	0%	20%	0%	3%	100%	100%
17	10/24	96,729	-1.5	2.72	2.2	2.1	2.2	1.9	-1.9	-5.6	1.9	0.0	56%	0%	0%	0%	0%	15%	0%	0%	6%	1%	23%	100%	100%
18	09/24	102,469	-0.8	3.54	2.4	2.3	2.6	2.2	-2.2	-6.5	2.2	0.0	63%	0%	0%	1%	0%	4%	0%	3%	0%	17%	12%	99%	100%
19	12/24	126,240	0.0	2.30	1.0	0.9	1.3	0.9	-1.0	-3.3	0.9	-0.3	56%	0%	0%	0%	0%	1%	0%	0%	0%	0%	44%	100%	100%
20	10/24	130,089	-0.6	3.69	1.8	1.8	2.1	1.7	-1.7	-5.2	1.7	0.0	78%	0%	0%	0%	0%	0%	0%	0%	6%	9%	7%	100%	100%
21	11/24	146,967	-0.9	3.66	1.2	1.1	1.4	1.0	-1.1	-3.4	1.1	-0.1	21%	0%	0%	0%	0%	2%	0%	0%	38%	2%	37%	100%	100%
22	10/24	155,226	-0.6	3.51	2.5	2.5	2.7	2.4	-2.3	-6.8	2.3	0.0	72%	0%	0%	0%	0%	0%	0%	0%	0%	1%	27%	100%	100%
23	12/24	165,775	-1.1	4.59	2.9	2.5	3.6	1.9	-2.0	-6.4	1.5	0.0	3%	9%	11%	8%	6%	8%	4%	0%	20%	31%	0%	81%	100%
24	12/24	179,040	-6.1	3.11	5.1	5.0	5.1	4.5	-4.2	-12.0	4.3	0.2	34%	1%	0%	0%	0%	29%	0%	0%	23%	12%	0%	100%	100%
25	10/24	181,850	0.7	5.54	5.8	3.6	9.4	2.5	-3.5	-12.8	3.0	-1.1	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
Avg		70,833	-1.8	3.52	2.5	2.2	2.9	2.0	-2.0	-6.2	2.0	-0.1	46%	6%	0%	1%	1%	7%	0%	0%	10%	3%	24%	98%	100%
Port		3,813	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		-67,020	1.8	-2.74	-2.4	-2.1	-2.8	-1.9	2.0	5.9	-1.9	0.1	-46%	-6%	0%	-1%	-1%	-7%	0%	0%	-10%	-3%	76%	2%	0%

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

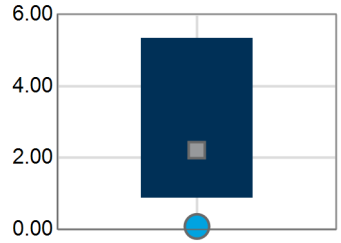
Summary Peer Comparison

Yield and Average Life Peer Comparison

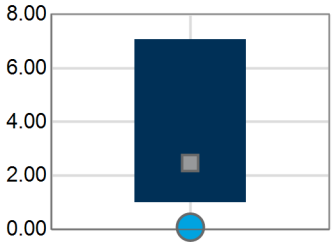
Yield at Book



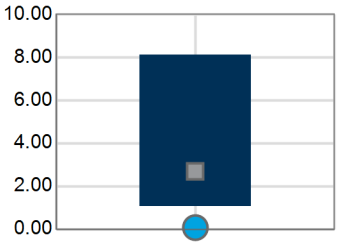
Down 100 Avg Life



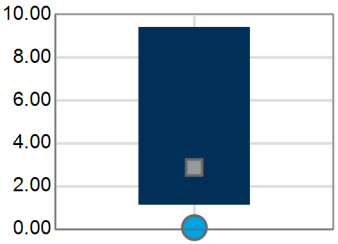
Base Avg Life



Up 100 Avg Life

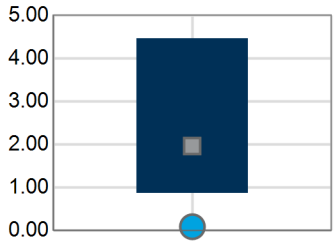


Up 300 Avg Life

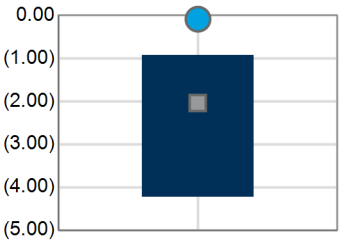


Price Risk Peer Comparison

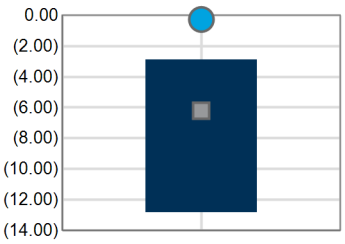
Down 100 Px Chg



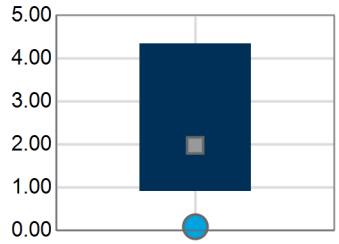
Up 100 Px Chg



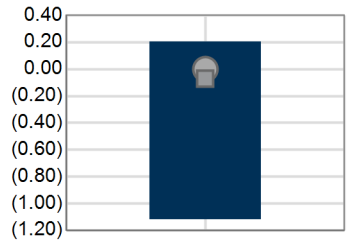
Up 300 Px Chg



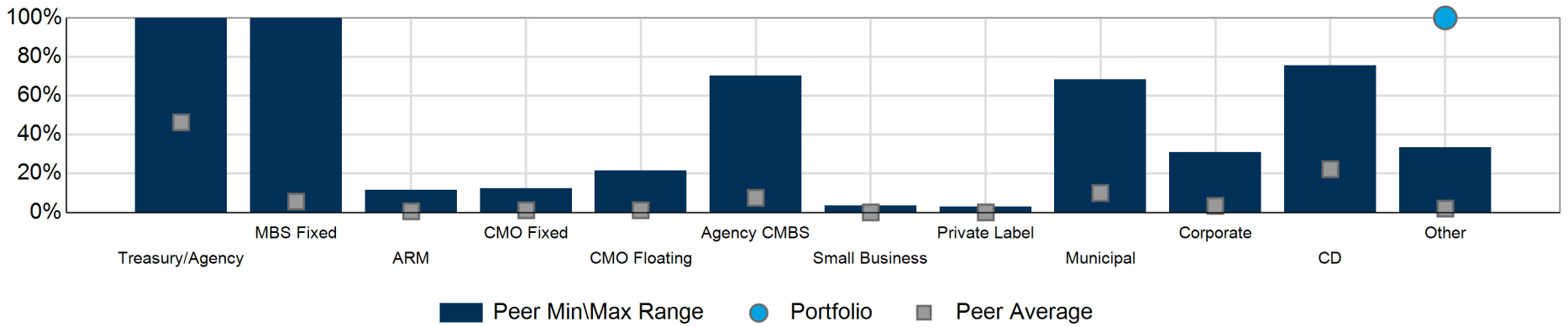
Effective Duration



Effective Convexity



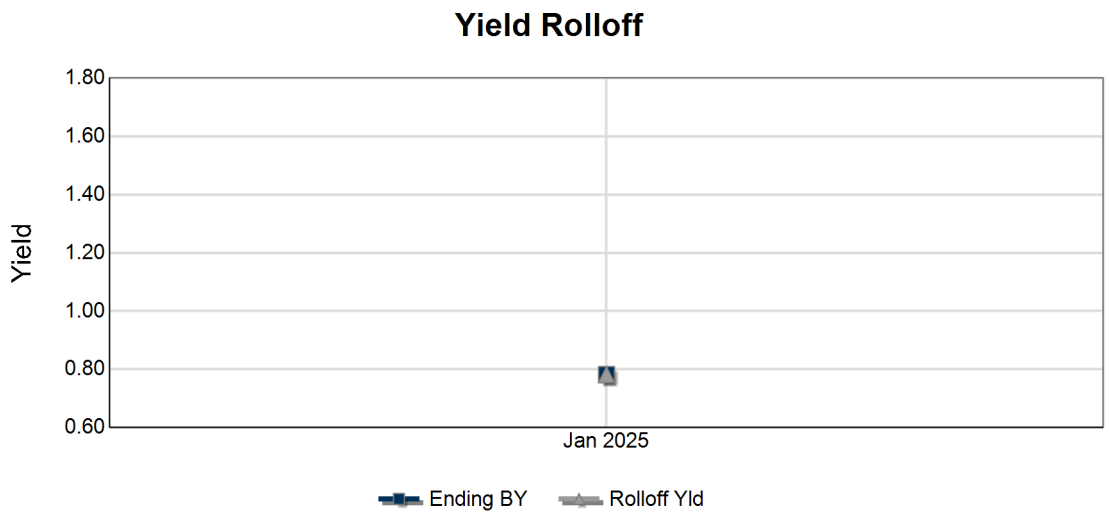
Porfolio vs. Peer Allocations



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 Rolloff Yield - Next 12 Months

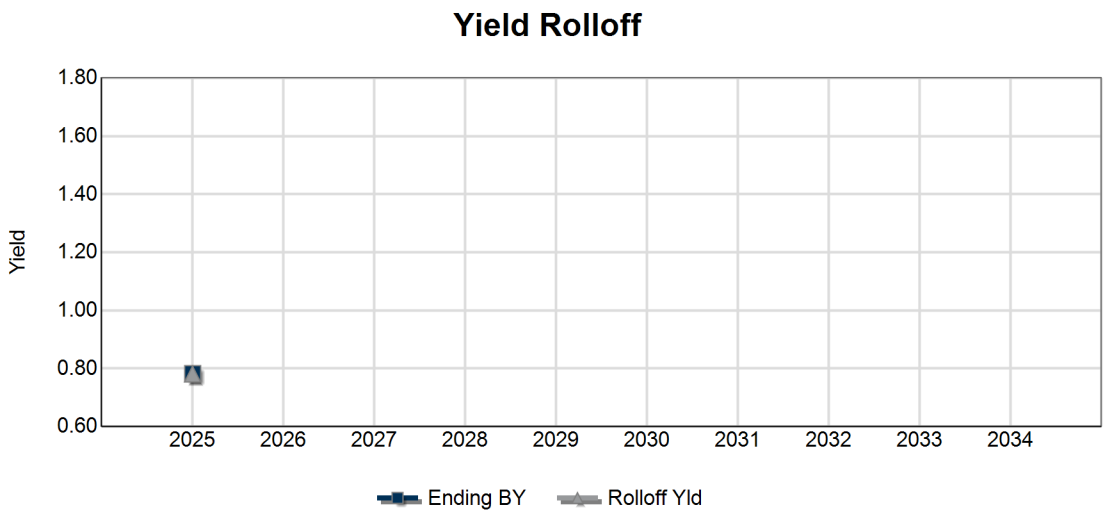
Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Jan 2025	0.78	3,813	0.78	



Shocked Principal and Interest Cash Flow Analysis							
Year	-300	-200	-100	Base	+100	+200	+300
Jan 2025	3,815	3,815	3,815	3,815	3,815	3,815	3,815

Cash Flow and Rolloff Yield - Next 10 Years

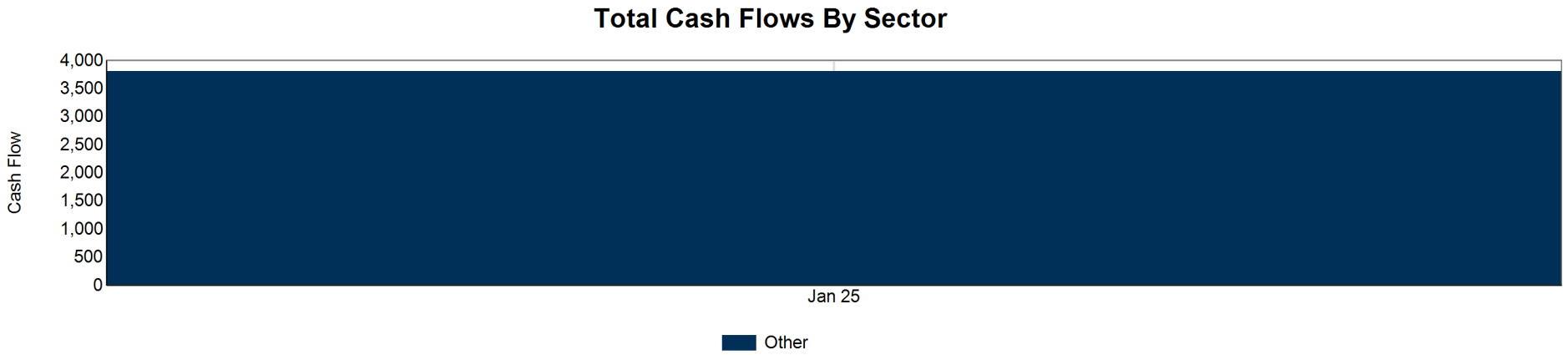
Yield Rolloff				
Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2025	0.78	3,813	0.78	
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				



Shocked Principal and Interest Cash Flow Analysis							
Year	-300	-200	-100	Base	+100	+200	+300
2025	3,815	3,815	3,815	3,815	3,815	3,815	3,815

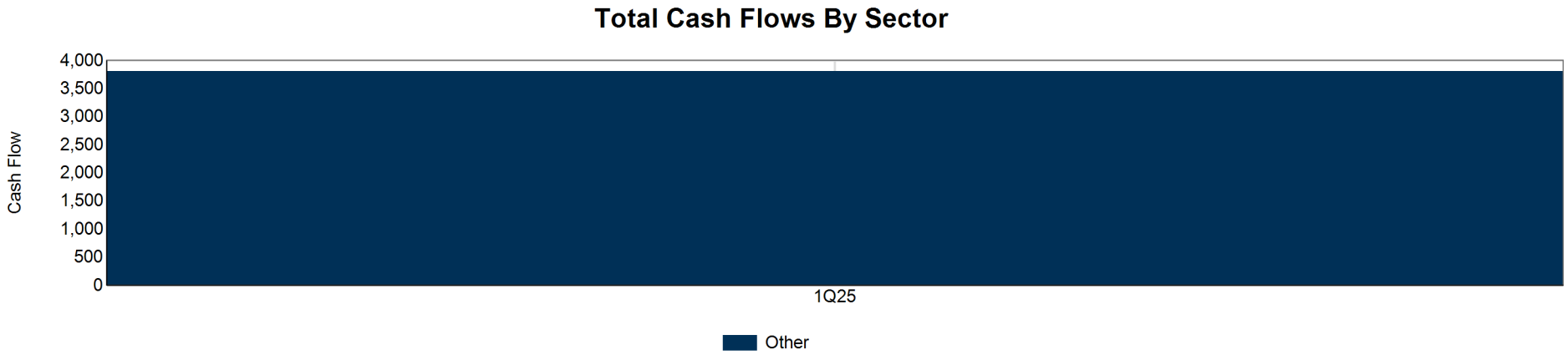
Sector Cash Flow - Next 12 Months

		Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Bk Yld Chg
Other	Cash Flow	3,815												
	End BY													
Total	Cash Flow	3,815												
	End BY													



Sector Cash Flow - Next 3 Years

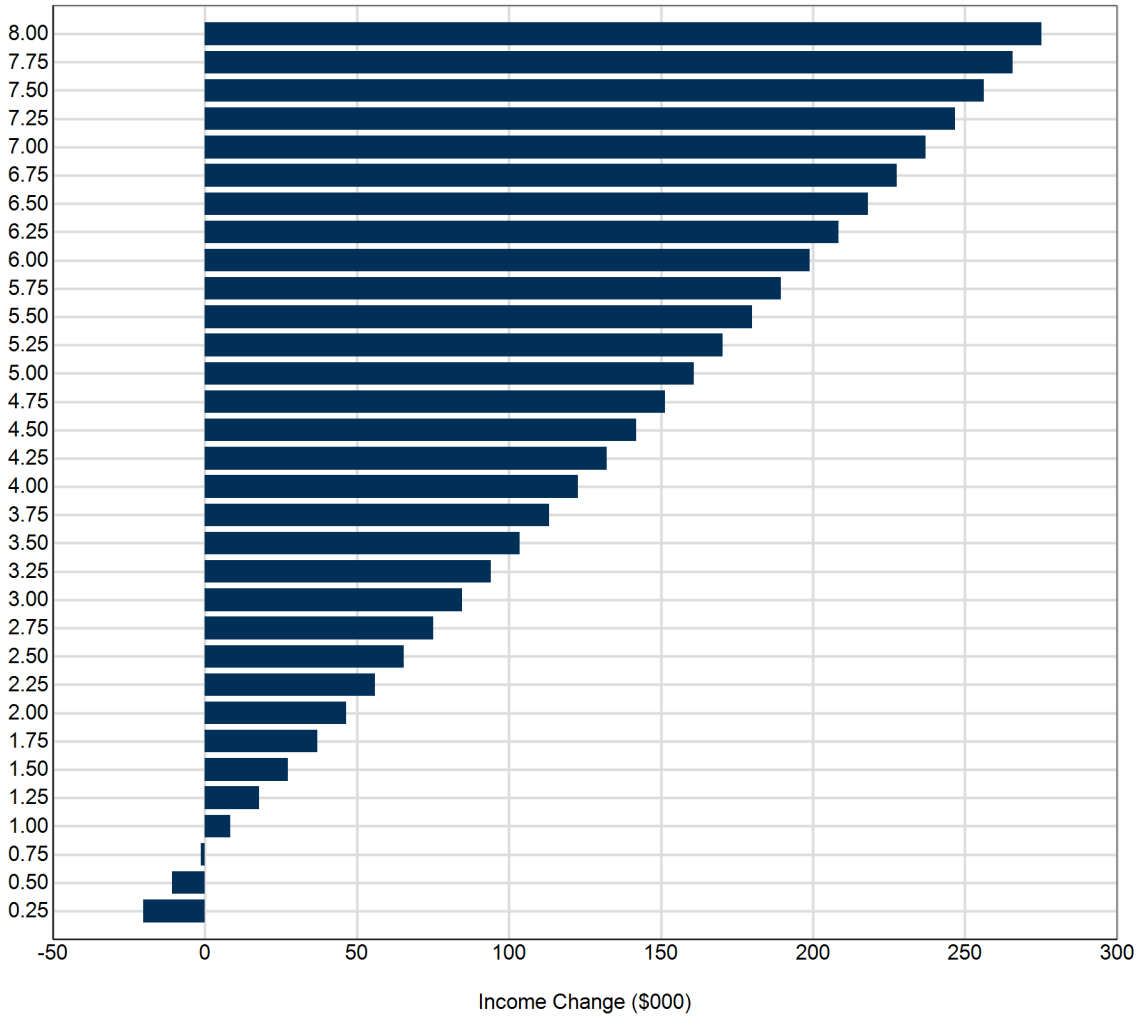
		1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	1Q27	2Q27	3Q27	4Q27	Bk Yld Chg
Other	Cash Flow End BY	3,815												
Total	Cash Flow End BY	3,815												



Gap Analysis - Potential Income Impact of Principal Reinvestment

Principal Maturing(12 Mo.Horizon): $3,813
Current Yield at Book of Principal Maturing: 0.78%
Est. Annual Income at Current Yield at Book: $30

Estimated Impact on Income at Various Reinvestment Yields

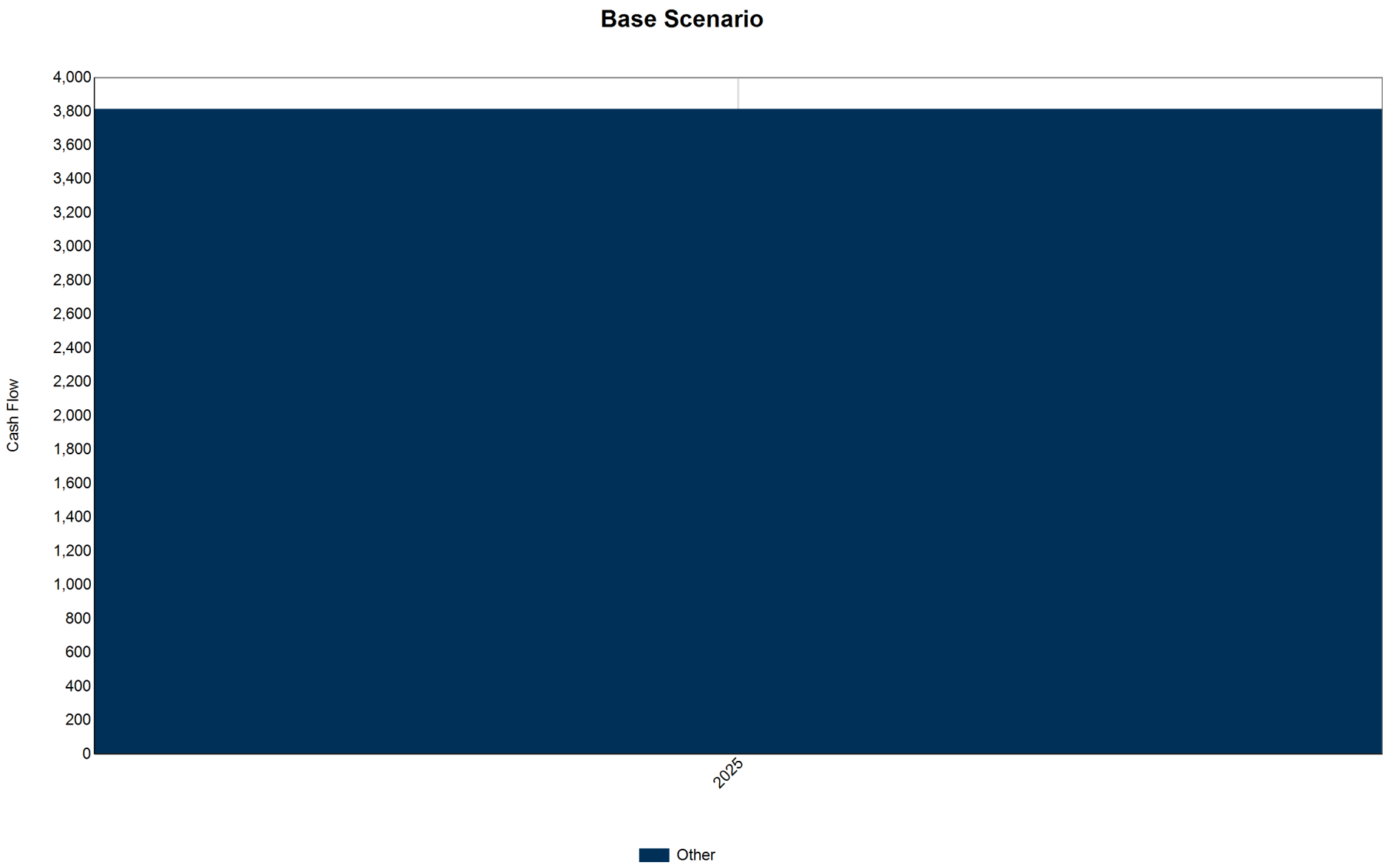


Assumed Reinvestment Yield	Estimated Annualized Income	Income Difference from Current Book	Resulting Yield at Book
0.25	10	-20	0.25
0.50	19	-11	0.50
0.75	29	-1	0.75
1.00	38	8	1.00
1.25	48	18	1.25
1.50	57	27	1.50
1.75	67	37	1.75
2.00	76	46	2.00
2.25	86	56	2.25
2.50	95	66	2.50
2.75	105	75	2.75
3.00	114	85	3.00
3.25	124	94	3.25
3.50	133	104	3.50
3.75	143	113	3.75
4.00	153	123	4.00
4.25	162	132	4.25
4.50	172	142	4.50
4.75	181	151	4.75
5.00	191	161	5.00
5.25	200	170	5.25
5.50	210	180	5.50
5.75	219	189	5.75
6.00	229	199	6.00
6.25	238	209	6.25
6.50	248	218	6.50
6.75	257	228	6.75
7.00	267	237	7.00
7.25	276	247	7.25
7.50	286	256	7.50
7.75	296	266	7.75
8.00	305	275	8.00

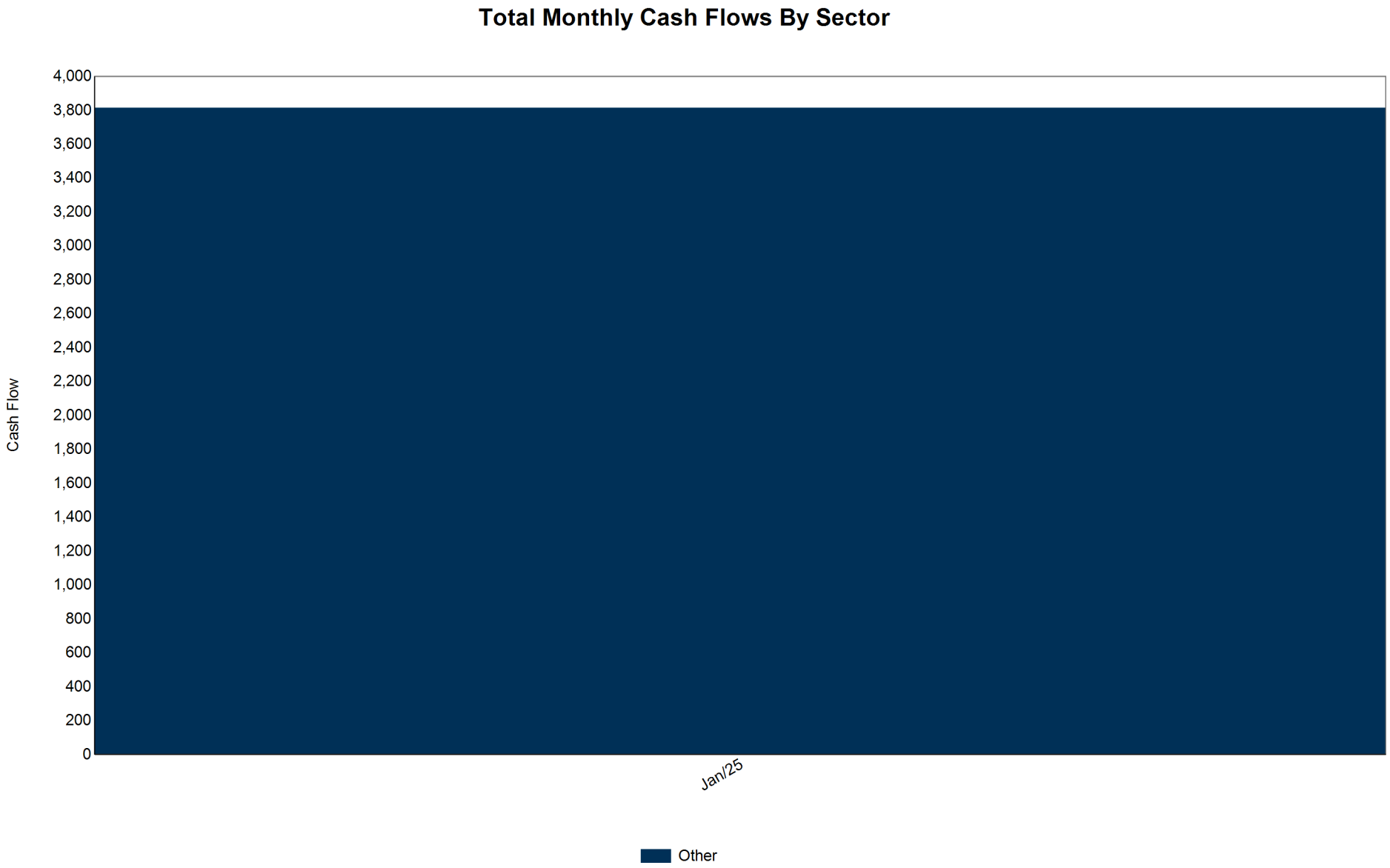
Shocked Cash Flows By Sector - Next 10 Years



Cash Flows By Sector - Next 30 Years

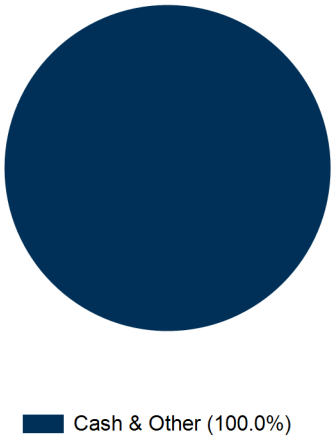


Cash Flow Projection By Month - Next 5 Years

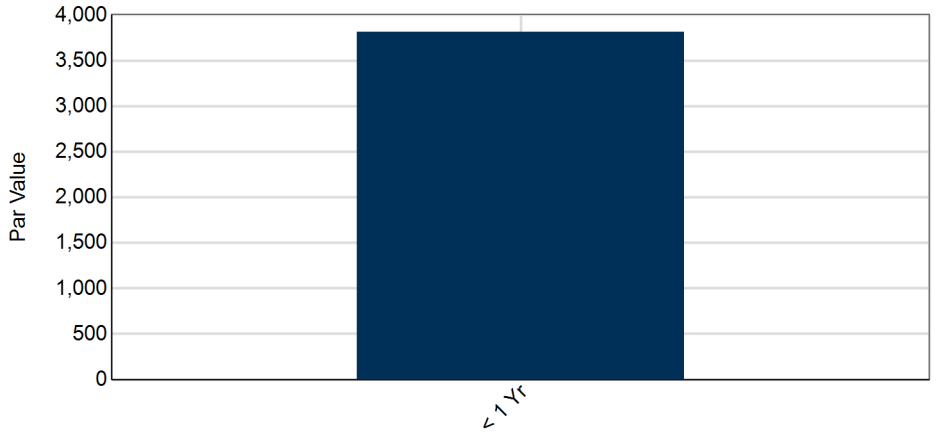


Other - Summary

Subsector



Par Value By Maturity



Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	Px Chg -100 +300	Dur Base + 300	Cvx Base + 300	AFS %
				0.1 yrs	100.00		100.00		0	0.0%	0.08	0.1	0.09	0.00	
Cash & Other (1)	100.0%	3,813	0.78		3,813	0.78	3,813	0.78	-10	-0.3%	0.08	-0.3	0.00	0.00	100.0%
				0.1 yrs	100.00		100.00		0	0.0%	0.08	0.1	0.09	0.00	
Total (1)	100.0%	3,813	0.78		3,813	0.78	3,813	0.78	-10	-0.3%	0.08	-0.3	0.00	0.00	100.0%

Portfolio Considerations

Sector	Cnt	Cpn	Maturity	Par Value	Book Price	Market Price	Gain/ (Loss)	Yield @ Book	WAL	Eff. Dur	Historical CPR 1 Mo.	Historical CPR 3 Mo.	Historical CPR Life	Proj. CPR Life	Loan Count
Yield at Book < 2%	1	0.78	0.1 yrs	3,813	100.00	100.00	0	0.78	0.1	0.09					
Cash & Other	1	0.78	0.1 yrs	3,813	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	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	01/31/25	3,813	100.00	100.00	0	0.781	0.08	-0.26	-10	-10	0.09	AFS
			0.78		3,813	100.00	100.00	0	0.781	0.08	-0.26	-10	-10	0.09	

Top 10 Up 300 Market Value Changes ($)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	01/31/25	3,813	100.00	100.00	0	0.781	0.08	-0.26	-10	-10	0.09	AFS
			0.78		3,813	100.00	100.00	0	0.781	0.08	-0.26	-10	-10	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	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	01/31/25	3,813	100.00	100.00	0	0.781	0.08	-0.26	-10	-10	0.09	AFS
			0.78		3,813	100.00	100.00	0	0.781	0.08	-0.26	-10	-10	0.09	

Top 10 Average Life Extension Up 300bps

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	% Px Δ +300	Eff. Dur	WAL	WAL +300	Chg in WAL	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	01/31/25	3,813	100.00	100.00	0	0.781	-0.26	0.09	0.08	0.08	0.00	AFS
			0.78		3,813	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	Proj.Mat. Final Mat.	Bk Price Bk Value	Yield @ Bk	Mkt Price Mkt Value	Mkt Yield	Gain/(Loss) % $	% Px Δ -100 +300	Effective Dur Cvx	ESG/Gr Intent
			Fixed		01/25	100.00		100.00		0.0%	0.1	0.09	
PLMDLLAIF		3,813	0.780		01/31/25	3,813	0.78	3,813	0.78	0	-0.3	0.00	AFS
						100.00		100.00		0.0%	0.1	0.09	
Cash & Other		3,813	0.780			3,813	0.78	3,813	0.78	0	-0.3	0.00	
						100.00		100.00		0.0%	0.1	0.09	
Total		3,813	0.780			3,813	0.78	3,813	0.78	0	-0.3	0.00	

Shocked CUSIP Analysis

		-300		-200		-100		Base		+100		+200		+300	
	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	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL
	3,813	10	0.26%	7	0.17%	3	0.09%	0	0.00%	-3	-0.09%	-7	-0.17%	-10	-0.26%
PLMDLLAIF	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
LAIF	01/31/2025	0.00	0.08	0.00	0.08	0.00	0.08	0.09	0.08	0.00	0.08	0.00	0.08	0.00	0.08
Other	3,813	10	0.26%	7	0.17%	3	0.09%	0	0.00%	-3	-0.09%	-7	-0.17%	-10	-0.26%
	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
		0.00	0.08	0.00	0.08	0.00	0.08	0.09	0.08	0.00	0.08	0.00	0.08	0.00	0.08
Total	3,813	10	0.26%	7	0.17%	3	0.09%	0	0.00%	-3	-0.09%	-7	-0.17%	-10	-0.26%
	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
	0	0.00	0.08	0.00	0.08	0.00	0.08	0.09	0.08	0.00	0.08	0.00	0.08	0.00	0.08

Portfolio Changes

New Securities 9/2024-12/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent
PLMDLLAIF	Other	LAIF	01/31/2025	0.78	3,813,014	100.00	AFS

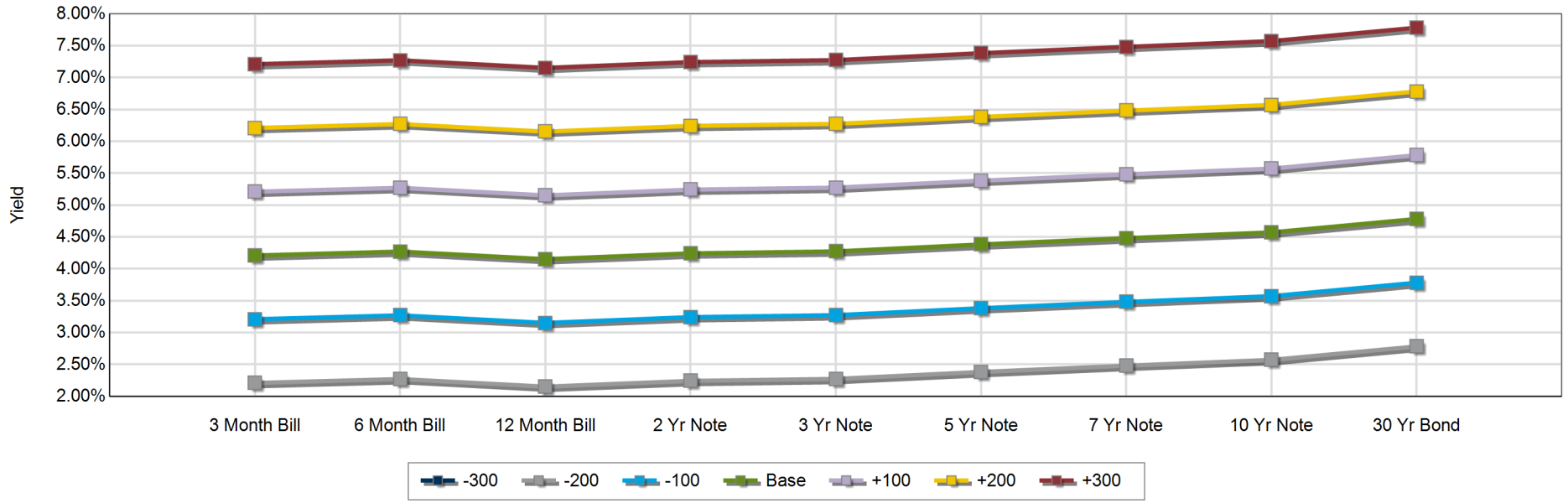
Securities Sold/Redeemed 9/2024-12/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
PLDMLLAIF	Other	LAIF	10/31/2024	0.78	3,740,658	100.00	AFS	Expired/Matured

Shocked Assumptions

	Scenarios						
	Down 300	Down 200	Down 100	Base	Up 100	Up 200	Up 300
Shift Amount	-300	-200	-100	0	100	200	300
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	2024-12-31	2024-12-31	2024-12-31	2024-12-31	2024-12-31	2024-12-31	2024-12-31

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 Yield at Book 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).

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City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PARKS AND RECREATION DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **AWARD AND APPROVE AGREEMENT WITH PROSLIDE TECHNOLOGIES, INC. TO REFURBISH A WATERSLIDE AT DRYTOWN WATER FOR A TOTAL NOT TO EXCEED AMOUNT OF $626,000 FOR A TERM OF 90 DAYS FROM THE DATE OF THE NOTICE TO PROCEED**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-9214 with ProSlide Technologies Inc. to refurbish a waterslide at DryTown Water Park for a total not to exceed amount of $626,000 for a term of 90 days from the date of notice to proceed; and,

2. Authorize the City Manager or her designee to execute Agreement No. A-9214 with Proslide Technologies Inc., including minimal and/or non-substantial changes.

BACKGROUND

In 2012, Proslide Technologies Inc. designed, manufactured, and installed a waterslide at DryTown Waterpark. The ride features four lanes, allowing riders to race toward the finish line. Known for its popularity, the attraction can accommodate a high volume of riders throughout the day, providing a unique guest experience.

Water park attractions are classified as permanent amusement park rides and are regulated by the California Department of Industrial Relations. Consequently, they are subject to mandatory annual safety inspections and periodic, comprehensive inspections by the manufacturer. During a recent inspection performed by Proslide Technologies Inc., several slide components are due for replacement.

DISCUSSION

The inspection report recommends restoring the riding surface to maintain optimal performance, safety, and rider experience. Additional necessary repairs include

replacing the drain grates and a fiberglass section, installing new hardware and support straps, and repairing all seals to address and prevent leaks. These repairs will further enhance the ride's long-term durability while maintaining its core structural integrity.

As part of their services, ProSlide Technologies Inc. will conduct the necessary testing and certification before the attraction's reopening, ensuring full compliance with the standards set by the California Department of Industrial Relations. Approval of this agreement will enable ProSlide Technologies Inc. to complete the required work in time for the scheduled opening of DryTown Water Park in May 2025.

FISCAL IMPACT

$626,000; Funds are budgeted and available in FY 2024-25 in Account No. P0185300-724525, Capital Project Professional Services.

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:	Keri Smith, Director of Parks and Recreation
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley III, City Attorney

ATTACHMENTS

Agrmt No. A-9214 with Proslide Technologies Inc.

AGREEMENT NO. A- 9214
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND PROSLIDE TECHNOLOGY, INC.

THIS CONTRACT (“Contract”) is made and entered into by and between City of Palmdale, a public entity ("City"), and PROSLIDE TECHNOLOGY, INC., a CORPORATION ("Contractor"). Contractor and City are collectively referred to herein as the “parties.” This Contract shall become effective on the date of the last signatory.

1 Scope of Work

Contractor shall complete the Project in accordance with this Contract. Contractor shall furnish all materials and perform all work required for the completion of the following Project:

DryTown Water Park Slide refurbishment.

ITEM No. 1 Grating, Fiberglass, Hanging Strap install:

a) Four technicians for 12 days;
b) Replace PREBC (White 5W-1) runout center piece;
c) Repair splashguards PRSTHC (White 5W-1 and Black 5B-2);
d) Install four missing strap supports;
e) replace incorrect bold - refer to Report Photo 123;
f) Caulk all joints on slide complex - including runout; and,
g) Rust Treatment in specified areas - does not include deck pan.

ITEM No. 2 Calcium Buildup & Flange Dirt Build-up Cleaning:

a) Four technicians for eight days;
b) Hardware replacement;
c) Approx. (3,000) 3/8 x 2 all-thread slide and yoke bolts SS T316; and,
d) 60 ft manlifts.

ITEM No. 3 Slide Resurfacing

a) Interior and Riding Surface of RACER section;
b) Exterior of PT 32 sections;
c) To be completed in original colors.

CONTRACTOR's Parts & Service Quote attached as Exhibit "A".

2 Standard Specifications

Standard Specifications for City projects are those contained in the 2021 Greenbook edition of the "Standard Specifications for Public Works Construction" (the "Greenbook"). Except as otherwise expressly provided herein, the Standard Specifications shall control the general provisions, construction materials, and construction methods for this Contract (except as amended by the Plans for the Project), the General Specifications for the Project, the Special Provisions for the Project, any technical specifications for the Project, and any other contract documents.

3 Compensation

City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of Six Hundred Twenty-Six Thousand Dollars ($626000.00) upon completion and acceptance of the Project. This amount shall cover all expenses for labor, materials, and any and all other costs incurred by Contractor to satisfactorily construct the Project.

4 Completion Date

The construction of the Project shall commence upon Contractor being given a written notice to proceed, and shall be completed within ninety (90) working days of said notice.

5 Payment and Performance Bonds; Guaranty

Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the projected annual recurring services price for each year of the term of the contract. Contractor shall submit all bonds electronically through Surety 2000. Pursuant to the bid documents for this Project, the Contractor is required to provide a written guaranty of Contractor’s work. In furtherance thereof, Contractor shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

6 Licenses

At all times during the term of this Contract, Selected Subcontractor shall possess a valid and current Class B Contractor's License **or Specialty Contractor License consisting of Class C-43 or C-51 licensee** to perform the required work (“Work”). Contractor’s DIR registration number is . Contractor hereby certifies that it holds the required license(s).

7 Subcontracting

Subject to any self-performance requirements herein, Contractor may subcontract any portion of the work required by this Contract to other persons or firms, and Contractor submitted with its bid a list of those subcontractors who will perform work in an amount in excess of one-half of one percent (1%) of the Contractor's total bid, in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code § 4100, et seq. Only such listed subcontractors may perform on this Project.

8 Non-Assignability

Neither this Contract nor any rights, title, interest, duties or obligations under this Contract may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9 Administration

This Contract will be administered by the Public Works Department of the City Department of the City. The Director of Public Works or his or her designee shall be considered the Project Administrator and shall have the authority to act for the City under this Contract.

10 Indemnification

To the maximum extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City, its Board of Director, the City's officers, employees, agents, volunteers, and representatives ("Indemnitees") with respect to any and all third-party claims, suits, actions, stop notices, liabilities and/or damages, including related expenses, attorney's fees and costs, based on, arising out of, the work undertaken by Contractor pursuant to this Contract, and in connection with the Project.

City is responsible and shall be liable for the negligence, acts or omissions of any and all third parties, including subcontractors, agents, servants, or employees of the City.

With the exception of damages arising from (i) a breach by a party of its confidentiality obligations under this Agreement; or (ii) fraud or fraudulent misrepresentations, to the fullest extent permitted by law, whether arising in contract (including indemnification obligations), tort (including negligence), statute, strict liability, or otherwise, IN NO EVENT WILL:

a) EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD-PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; AND

b) CONTRACTOR'S LIABILITY FOR DAMAGES SHALL NOT EXCEED THE AMOUNTS PAID BY CITY TO CONTRACTOR UNDER THIS AGREEMENT.

11 Liability Insurance

11.1 Without limiting Contractor's indemnification of City, as described in paragraph 10, and unless modified by City, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers admitted to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better, which contain the coverage described below.

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

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

11.1.3 Workers' Compensation and Employer's Liability
- Workers' Compensation -- coverage as required by the State of California. As an Ontario-based employer, ProSlide's Workers' Compensation coverage is administered by WSIB Ontario and extends to cover California.
- -- Any subcontractors of ProSlide executing the Services must maintain:

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

11.2 Commercial General Liability 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.

11.3 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.

11.4 Said Certificates of Insurance shall provide that thirty (30) days' prior written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

11.5 The required policies of insurance shall be endorsed to waive all rights of subrogation. Contractors waives all rights of subrogation.

11.6 Acceptable Proof of Insurance:

A. 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.

B. 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.

11.7 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.

11.8 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.

11.9 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.

11.10 CONTRACTOR shall require any and all subcontractors 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 CONTRACTOR shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 11 will not be impacted and/or limited by such deviation.

12 State Labor Code

12.1 This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

12.2 This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

12.3 Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

12.4 Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

12.5 Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

12.6 Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

12.7 Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

12.8 Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

12.9 Eight hours labor constitutes a legal day's work, as set forth in Labor Code

Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

13 Antitrust Claims

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at

the time the City tenders final payment to Contractor without further acknowledgment by the parties. City acknowledges and agrees that Contractor will retain the intellectual property rights to the documents provided by Contractor to the City as part of this Agreement.

14 Location of Existing Elements

Pursuant to Government Code Sections 4216 to 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

15 Third Party Claims

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The City shall timely notify Contractor of the receipt of any third-party claim relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b). ProSlide's liability for third-party claims shall be limited to damages directly caused by ProSlide's negligence, willful misconduct, or breach of this Agreement.

16 Non-Collusion

Contractor hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest or on behalf of any person or business not herein named. Contractor further certifies that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and Contractor has not in any manner sought by collusion to secure itself an advantage over any other bidder. Contractor also affirms that it has signed and submitted with its bid to the City a Non-collusion Declaration as required by Public Contract Code Section 7106.

17 Conflicts of Interest

Contractor agrees not to accept any employment or representation during the term of this Contract which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Contract.

18 Audit

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, pursuant to Government Code Section 8546.7, if this Contract involves the expenditure of public funds in excess of ten thousand dollars ($10,000), Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Contract.

19 Claims 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.

20 Non-discrimination and Equal Employment Opportunity

20.1 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 including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status. 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 including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status . 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.

20.2 The provisions of subsection 16.1 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.

21 Integration

This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for City and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract will be effective only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties.

22 Governing Law

This Contract will be governed by and construed in accordance with the laws of the State of California without reference to change of venue laws. Any legal action in which enforcement of the terms and conditions of this Contract is requested, or in which it is alleged that a breach of this Contract has taken place, shall be filed and prosecuted in the County of Los Angeles, California.

23 Successors and Assigns

The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

24 Exhibits

The exhibits and attachments referenced in this Contract are attached hereto and incorporated herein by this reference as though set forth in full in the Contract.

25 Authority to Sign

The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of the Contractor and have the authority to bind Contractor to the construction of the Project.

26 Time is of the Essence

Time is of the essence in every provision of this Agreement in which time to perform is a factor.

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

SIGNATURE AREA

Ronda Perez Date
City Manager

SIGNATURE AREA

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

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

PROSLIDE TECHNOLOGY, INC.

SIGNATURE AREA

Mike Fergusson Date
SVP, Global Operations

ADDRESS FOR NOTICE:
PROSLIDE TECHNOLOGY, INC.
150-2650 Queensview Drive
Ottawa, ON K2B 8H6

ATTEST: If Corporation

Secretary

[Signatures of contractor on bond(s) must be notarized. Obtain two corporate signatures if contractor is a corporation.]

---------- INTERNAL USE ONLY ----------

□Certificate(s) and Endorsement(s) attached
□Confirmed business name on contract with certificate(s)
□Attached notarized bond(s), Worker's Compensation Certificate, and Guaranty
□Attached Agreement Checklist and met all requirements

City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-018 DECLARING A HOUSING CRISIS IN RESPONSE TO RECENT FIRES THROUGHOUT LOS ANGELES COUNTY**

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2025-018 declaring a housing crisis in response to recent fires throughout Los Angeles County; and,

2. Authorize the City Manager or her designee to take all actions convenient and necessary during this period of housing crisis, which includes asking the Governor for relief from legislative barriers to housing production and expansion of proposed Assembly Bill 239 to include surrounding cities and regions.

BACKGROUND

A series of recent wildfires have devastated the Los Angeles area. While several of the fires were contained quickly without significant loss of life or habitat (e.g. the Hurst Fire, Acton Fire, Kenneth Fire, etc.), the three largest fires ravaged the region. The Palisades Fire started on the morning of January 7, 2025, and burned almost 24,000 acres in the area northwest of Santa Monica. The Eaton Fire started shortly thereafter, on the evening of January 7, 2025, and burned 14,000 acres within and north of the communities of Altadena and Sierra Madre. The Hughes Fire, which started on January 22, 2025, consumed over 10,000 acres surrounding Castaic Lake. The fires cumulatively destroyed more than 16,000 structures and displaced tens of thousands. While data is still being collected, it appears that the Eaton Fire and Palisades Fire will likely be the second and third, respectively, most destructive wildfires in the history of California.

Proposed Assembly Bill (AB) 239 requires the Department of Housing and Community Development (HCD) and the Office of Emergency Services (OES) to create a disaster housing task force for the purpose of coordinating and streamlining efforts between

HCD, the Federal Emergency Management Agency, OES, and local governments to rebuild housing in communities impacted by the wildfires. AB 239 would also require the task force to appoint a state disaster housing coordinator to accelerate the delivery of resources to communities impacted by the wildfires.

DISCUSSION

With approximately 54 square miles of vacant land and thousands of residential units in the pipeline, the City is poised to accommodate those displaced from the fires in Los Angeles County. City staff are working with housing developers to streamline processes, expedite approvals, and find flexible and creative ways to accelerate housing construction throughout Palmdale. This includes fostering key partnerships with outside agencies, such as the local water purveyors (e.g. Los Angeles County Waterworks, Palmdale Water District, etc.), Southern California Edison, and the Fire Department to ensure a seamless development process that provides safe and accessible housing for future residents.

FISCAL IMPACT

$0; The Declaration of Housing Crisis has no fiscal impact; however, as the development of housing occurs, long-term fiscal impacts will include revenue from property and sales tax and expenditures associated with providing services to future residents.

STRATEGIC PLAN

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

> B. Be prepared to protect life, property, and the environment in the event of catastrophic disasters and emergencies.

Prepared by:	Megan Taggart, Interim Director of Economic and Community Development
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENT

Reso. No. CC 2025-018

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING A HOUSING CRISIS IN RESPONSE TO RECENT FIRES THROUGHOUT LOS ANGELES COUNTY

WHEREAS, In January 2025 a series of fires (Palisades Fire, Eaton Fire, Kenneth Fire, Hurst Fire, Hughes Fire, etc.) consumed more than 48,000 acres throughout Los Angeles County; and

WHEREAS, The fires cumulatively destroyed more than 16,000 structures and displaced tens of thousands of people; and

WHEREAS, Proposed Assembly Bill (AB) 239 requires the creation of a disaster housing task force for the purpose of accelerating, coordinating and streamlining efforts between the Department of Housing and Community Development, the Federal Emergency Management Agency, the Office of Emergency Services, and local governments to rebuild housing in communities impacted by the wildfires.

WHEREAS, With approximately 54 square miles of vacant land and thousands of residential units in the pipeline, the City is poised to accommodate displaced persons from the fires in Los Angeles County; and,

WHEREAS, City staff are working with housing developers to streamline processes, expedite approvals, and find flexible and creative ways to accelerate the construction of housing throughout the City.

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 City Council hereby specifically finds that all the facts set forth in the Recitals of the Resolution are true and correct.

SECTION 2. A significant number of persons are displaced due to the recent fires and may seek permanent housing within the City of Palmdale.

SECTION 3. Due to the recent fires, a housing crisis exists in the Los Angeles County area.

SECTION 4. The City Manager or her designee is hereby authorized to take all actions convenient and necessary during this period of housing crisis, which includes asking the Governor for relief from legislative barriers to housing production, seeking funding assistance to expedite and streamline housing production and expansion of proposed Assembly Bill 239 to include surrounding cities and regions.

SECTION 5. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 18th day of February, 2025.

Approved as to form:

_____
Richard J. Loa, Mayor

ATTEST:

_____
William P. Curley, III
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City 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 18th day of February, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC SAFETY DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE THE THIRD AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH CIVICA LAW GROUP, APC, TO INCREASE THE AGREEMENT AMOUNT BY $280,000, FOR FISCAL YEAR 2024-25; FOR A CONTRACT TERM THROUGH MARCH 6, 2028**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Third Amendment to the Legal Services Agreement A-8272 with Civica Law Group, APC, to increase the agreement amount by $280,000, for Fiscal Year (FY) 2024-25;

2. Approve an increase of 5% annually, not to exceed $590,000, starting in FY 2025-26 through the Agreement term of March 6, 2028; and,

3. Authorize the City Manager or her designee to execute the Third Amendment to Agreement No. A-8272 with Civic Law Group, APC, including minimal and/or non-substantial changes.

BACKGROUND

In March 2023, the City Council approved a contract with Civica to continue their code enforcement services for the City. Most recently, on March 8, 2024, the City Council approved the second amendment to this contract, which extended services with Civica. This occurred alongside the Council's engagement of Harper and Burns, LLC, for City Attorney services.

DISCUSSION

The third amendment suggests an increase of $280,000 for FY 2024-25. A maximum increase of 5% may be applied to the base contract amount of $590,000 starting in FY 2025-26 and for each subsequent year throughout the agreement.

Additionally, it extends the term of the agreement through March 6, 2028. This change will ensure uninterrupted services for Fiscal Year 2024-25 and provide long-term stability for these services.

This amendment aligns with the City's ongoing partnership with Harper Burns, LLC, for City Attorney services and provides a clear financial framework. By continuing Civica's involvement, the City ensures continuity of services and prudent fiscal management.

FISCAL IMPACT

$280,000; Fees will only be paid to the extent services are provided. Funds for this agreement are budgeted in the City Attorney's Office budget accounts for FY 2024-25. Funds for subsequent years will be appropriated through the annual budget process.

The City has offset costs by recovering an estimated $560,000 from March 2023 to January 2024, with total cost recovery projected at $1M.

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:	Donald Rubio, Director of Public Safety
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Agrmt No. A-8272 Third Amendment with Civica Law Group, APC
Agrmt No. A-8272 Second Amendment with Civica Law Group, APC
Agrmt No. A-8272 First Amendment with Civica Law Group, APC
Agrmt No. A-8272 with Civica Law Group, APC

3rd AMENDMENT TO AGREEMENT A- 8272
BETWEEN THE CITY OF PALMDALE AND CIVICA LAW GROUP, APC

This 3rd Amendment to Agreement No. A-8272 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and CIVICA LAW GROUP, APC (hereinafter called "FIRM"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on March 8, 2023 ("Original Agreement") the CITY and FIRM entered into an agreement to provide:

Legal services pursuant to California Business and Professions Code Section 6148.

WHEREAS, the parties desire to amend the Original Agreement to:

Increase the contract amount of the agreement, establish a fiscal year not to exceed and extend the term of the agreement to provide a continuation of services

NOW THEREFORE, the parties agree as follows:

1. The compensation identified in Section 4(e) shall be amended to increase the total amount of the Agreement by Two Hundred and Eighty Thousand Dollars ($280,000), then, starting in fiscal year 2025-2026, shall not exceed $590,000 per fiscal year with an increase not more than 5% annually for a contract term through March 6, 2028.

2. The term of the agreement identified in Section 6 shall be amended to THREE (3) YEARS, commencing on the first day after the initial TWO (2) year term.

All other terms and conditions of the Original Agreement not amended herein, 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:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

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

CIVICA LAW GROUP, APC:

SIGNATURE AREA

Matt Silver
Partner

ADDRESS FOR NOTICE:
CIVICA LAW GROUP, APC
4000 Barrance Parkway, Suite 250,
PMB #782
Irvine, CA 92604

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements

2nd AMENDMENT TO AGREEMENT A-8272
BETWEEN THE CITY OF PALMDALE AND CIVICA LAW GROUP, APC

This 2nd Amendment to Agreement No. A-8272 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and CIVICA LAW GROUP, APC (hereinafter called "FIRM"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on March 8, 2023 ("Original Agreement") the CITY and FIRM entered into an agreement to provide:

Legal services pursuant to California Business and Professions Code Section 6148.

WHEREAS, the parties desire to amend the Original Agreement to:

increase the contract amount of the Agreement to provide a continuation of services.

NOW THEREFORE, the parties agree as follows:

Section 1(b): The legal services the Firm will provide to City will be billed at the rates set forth in Exhibit “A”, attached.

Section 4(e): The compensation identified in Section 4(e) shall be amended to increase the total amount of attorney’s fees, apart from reimbursable expenses, by an additional Four-Hundred Twenty Thousand Dollars ($420,000) for the term of the Agreement.

All other terms and conditions of the Original Agreement not amended herein, 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
Signed: 3/21/2024

Ronda Perez
City Manager

Sara Gallagher
Signed: 3/21/2024

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

CIVICA LAW GROUP, APC:

Matthew Silver
Signed: 3/21/2024

Matt Silver
Partner

ADDRESS FOR NOTICE:
CIVICA LAW GROUP, APC
4000 Barrance Parkway, Suite 250,
PMB #782
Irvine, CA 92604

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 3/21/2024

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
Signed: 3/21/2024

Roxanne Faber
Acting City Clerk

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed on 2024-03-21 20:27:45 GMT

Secured by Concord™
DocumentID: 02w3t1lig3DGcEX2mIvXoJ
SigningID: 02w3t1lia0V42aNxEWQCTh
Signing date: 3/21/2024
IP Address: 206.171.111.149
Email: sgallagher@cityofpalmdale.org

For
Name
Title



Signed on 2024-03-21 21:10:02 GMT

Secured by Concord™
DocumentID: 02w3t1lig3DGcEX2mIvXoJ
SigningID: 02w3u3cyoR5qwtJeU13yIO
Signing date: 3/21/2024
IP Address: 104.11.233.166
Email: msilver@civicalaw.com

For
Name
Title



Signed on 2024-03-21 22:26:12 GMT

Secured by Concord™
DocumentID: 02w3t1lig3DGcEX2mIvXoJ
SigningID: 02w3vvWsWpNBSLGN1iUPpv
Signing date: 3/21/2024
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

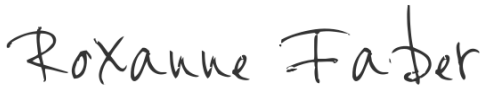
For
Name
Title



Signed on 2024-03-21 22:30:16 GMT

Secured by Concord™
DocumentID: 02w3t1lig3DGcEX2mIvXoJ
SigningID: 02w3w1jA211zbA3Yw8MrNK
Signing date: 3/21/2024
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

For
Name
Title



Signed on 2024-03-21 23:54:25 GMT

Secured by Concord™
DocumentID: 02w3t1lig3DGcEX2mIvXoJ
SigningID: 02w3y5lXvE1pd1ku5NUjdE
Signing date: 3/21/2024
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

concord
Where agreements happen.

Signed with www.concordnow.com

EXHIBIT "A"

RATE SCHEDULE

A. Identification.

Client: City of Palmdale
Matter: Any matters assigned by City staff, and areas of code enforcement, nuisance abatement, as well as general advisory services related to municipal law.

B. Attorney Fees

a. All other services, including civil litigation and receiverships:

- Attorneys - $255 per hour
- Paralegal/clerks - $155 per hour

These rates shall automatically increase by five percent each new fiscal year in order to offset rising costs.

C. Standard Charges.

Hourly rate will be billed in minimum units of one-tenth hours.

D. Costs and Expenses.

In-office photocopying (Black & White)	$0.16/page
In-office photocopying (Color)	$0.60/page
Mileage	IRS prevailing mileage rates
Computerized Legal Research	At vendor cost
Word Processing	No charge
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	No charge
Conference Call Charges	AT&T standard rates or equal
Travel Expenses	At cost
Other reasonable costs	At cost

FIRST AMENDMENT TO AGREEMENT A-8272
BETWEEN THE CITY OF PALMDALE AND CIVICA LAW GROUP, APC

This First Amendment to Agreement No. A-8272 ("Agreement") is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and Civica Law Group, APC (hereinafter called "FIRM"). This Contract shall become effective on the date of the last signatory.

WHEREAS, CITY and FIRM entered into an Agreement on March 8, 2023 for legal services pursuant to California Business and Professions Code Section 6148; and

WHEREAS, CITY and FIRM desire to amend the contract amount of the Agreement to provide for additional services.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The compensation identified in Section 4(e) shall be amended to increase the total amount of the Agreement by Five-Hundred Thousand Dollars ($500,000) not to exceed the sum of Six-Hundred Thousand Dollars ($600,000).

2. All other terms and conditions remain the same.

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
Signed: 5/24/2023

Ronda Perez
City Manager

Michael P. Miller
Signed: 5/22/2023

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Hwy
Palmdale, CA 93550

CIVICA LAW GROUP, APC

Matthew Silver
Signed: 5/22/2023

Matthew Silver, Esq.
Partner

ADDRESS FOR NOTICE:
CIVICA LAW GROUP, APC
4000 Barranca Parkway, Suite 250,
PMB #782
Irvine, CA 92604

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 5/23/2023

William P. Curley, III
Interim City Attorney

ATTEST:

Roxanne Faber
Signed: 5/25/2023

Roxanne Faber
Acting City Clerk

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed on 2023-05-22 23:44:37 GMT

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DocumentID: N2JhMTk3MzgtNG
SigningID: ZDk2MjQzNTgtYz
Signing date: 5/22/2023
IP Address: 206.171.111.149
Email: mmiller@cityofpalmdale.org

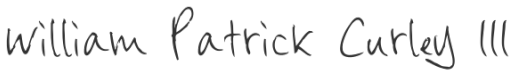
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SigningID: NzQyNDBlZmItNW
Signing date: 5/22/2023
IP Address: 174.208.171.243
Email: msilver@civicalaw.com

For
Name
Title



Signed on 2023-05-23 19:08:07 GMT

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DocumentID: N2JhMTk3MzgtNG
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Signing date: 5/23/2023
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

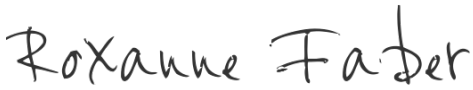
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Signing date: 5/24/2023
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

For
Name
Title



Signed on 2023-05-25 17:51:30 GMT

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DocumentID: N2JhMTk3MzgtNG
SigningID: YmU0OTM5YTItMz
Signing date: 5/25/2023
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF PALMDALE AND CIVICA LAW GROUP, APC

AGREEMENT NO. A-8272

This Legal Services Agreement ("Agreement") is made and entered into by and between the City of Palmdale ("City"), a California municipal corporation, and Civica Law Group, APC, a California Professional Corporation engaged in the practice of law in the State of California ("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 code enforcement, nuisance abatement, 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 code enforcement, nuisance abatement, 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.**

Matthew R. Silver, 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 4000 Barranca Parkway, Suite 250, PMB #782, Irvine, CA 92604.

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. Block billing is not permitted. 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 expenses, 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 shall become effective on the date of the last signatory 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. Notwithstanding the above, if the Firm is currently working on an assigned project, the term of this Agreement shall be extended until the assigned project is completed or terminated pursuant to 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. If such insurance is on a claims-made basis, firm shall maintain such coverage for no less than three years following the termination of the Agreement. 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 commercial general liability insurance in an amount not less than $1,000,000 per occurrence with a $2,000,000 aggregate.

d. The Firm will obtain and maintain in full force and effect a commercial automobile liability policy in an amount not less than $1,000,000 including owned (if any), non-owned and hired automobile coverage.

e. 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. Such insurance shall name the City as an additional insured, and shall include a waiver of subrogation.

f. The requirements as to the types and limits of insurance to be maintained by Firm are not intended to and shall not in any manner limit or qualify Firm's liabilities and obligations under this Contract.

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.

15. **Nondiscrimination**

In performance of this Agreement, the Firm shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, or age, gender, gender identity, gender expression, genetic information, or military and veteran status. The Firm 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 including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, or age, gender,

gender identity, gender expression, genetic information, or military and veteran status. 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.

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

Ronda Perez
Signed: 3/6/2023

Ronda Perez
City Manager

Michael P. Miller
Signed: 3/2/2023

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Hwy
Palmdale, CA 93550

CIVICA LAW GROUP, APC

Matthew Silver
Signed: 3/2/2023

Matthew R. Silver, Esq.
Partner

ADDRESS FOR NOTICE:
Civica Law Group, APC
4000 Barranca Parkway, Suite 250, PMB #782
Irvine, CA 92604

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 3/3/2023

William P. Curley, III
Interim City Attorney

ATTEST:

Roxanne Faber
Signed: 3/8/2023

Roxanne Faber
Acting City Clerk

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 – attorneys; $140 – paralegals/law clerks.

These rates shall automatically increase by three percent each new fiscal year in order to offset rising costs.

C. **Standard Charges.**

Hourly rate will be billed in minimum units of one-tenth hours.

D. **Costs and Expenses.**

In-office photocopying (Black & White)	$0.16/page
In-office photocopying (Color)	$0.60/page
Mileage	IRS prevailing mileage rates
Computerized Legal Research	At vendor cost
Word Processing	No charge
Postage	At vendor cost
Courier and Air Freight Charges	At vendor cost
Messenger Services	At vendor cost
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Notary	At vendor cost
Court Photocopying	At cost
Incoming or out-going Fax Charges	No charge
Conference Call Charges	AT&T standard rates or equal
Travel Expenses	At cost
Other reasonable costs	At cost

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed on 2023-03-02 20:12:09 GMT

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DocumentID: YmE3OTcyYWEtZT
SigningID: YTU5NzFiN2YtMj
Signing date: 3/2/2023
IP Address: 206.171.111.149
Email: mmiller@cityofpalmdale.org

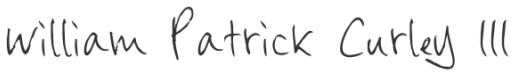
For
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Signed on 2023-03-02 22:30:24 GMT

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Signing date: 3/2/2023
IP Address: 68.228.83.46
Email: msilver@civicalaw.com

For
Name
Title



Signed on 2023-03-03 16:46:53 GMT

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Signing date: 3/3/2023
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

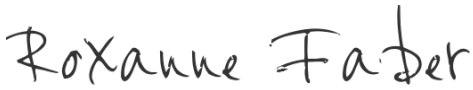
For
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Signing date: 3/6/2023
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

For
Name
Title



Signed on 2023-03-08 16:21:37 GMT

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Signing date: 3/8/2023
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE SECOND AMENDMENT TO AGREEMENT WITH SIFI NETWORKS PALMDALE, LLC FOR ADJUSTMENTS TO CONSTRUCTION METHODS FOR THE INSTALLATION OF FIBER OPTICS IN THE PUBLIC RIGHT-OF-WAY AND INCREASE TO SERVICE COSTS**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Second Amendment to Agreement No. A-7258 with SiFi Networks Palmdale, LLC (SiFi) for adjustments to construction methods for the installation of fiber optics in the public right-of-way and for increase to service costs; and,

2. Authorize the City Manager or her designee to execute the Second Amendment to Agreement No. A-7258 with SiFi, including minor and/or non-substantial changes.

BACKGROUND

On December 1, 2020, the City Council authorized negotiations and entered into a License Agreement with SiFi . Agreement No. A-7258 grants SiFi non-exclusive right-of-way access to install fiber optic cables to provide high-speed internet services for Palmdale residents and businesses. The SiFi Networks Fiber Optics Project is privately funded. SiFi is responsible for all design, permitting, construction, and maintenance costs.

On April 5, 2023, the First Amendment to Agreement No. A-7258 was executed providing an extension for the commencement date for fiber optics construction. With this amendment, SiFi was granted an additional six months, extending the original construction commencement deadline to thirty months to complete construction.

DISCUSSION

SiFi has completed 20% of the Citywide Fiber Optics Project (installing 800,000 linear feet of cable). To improve construction methods and reduce impacts on the existing public street network they are proposing adjustments to the construction methodology and standards for fiber network installation. The proposed construction modifications would allow for an E-Design system to significantly reduce the amount of micro-trenching and narrow street cuts, reducing the visual and physical impact on streets. Overall, this would expedite the construction schedule and decrease disruption within residential communities. To provide service to residents, residential streets will be micro-trenched only on one side of the street for mainline conduit installation and three-quarters of an inch wide micro-trenched fiber lateral crossings. The trench depth of fiber optic cable within residential streets will be increased to a minimum depth of twelve inches, as specified in the City's micro-trench standards, ensuring the fiber network does not interfere with the City's pavement rehabilitation projects.

The fixed monthly payment has been negotiated to reflect fees per the City Master Schedule. SiFi further agrees to reimburse the City for overtime and after-hour inspection fees retroactive to the start of project construction.

FISCAL IMPACT

$5,522; SiFi's obligation for fixed monthly payments has increased from $8,333 to $13,855 per month and said fixed monthly amount shall be increased on July 1st of each year by the Los Angeles County's Consumer Price Index (CPI).

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

A. Seek innovative, cost effective, customer focused methods of service delivery.

Goal IV: Maintain a desirable community where everyone wants to live, work and play.

B. Provide inclusive access to a variety of supportive services that build a resilient and healthy community.

Prepared by:	Leonardo Torres, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Agrmt No. A-7258 Second Amendment with SiFi Networks Palmdale LLC
Agrmt No. A-7258 First Amendment with SiFi Networks Palmdale LLC
Agrmt No. A-7258 with SiFi Networks Palmdale LLC

2ND AMENDMENT TO LICENSE AGREEMENT A-7258
BETWEEN THE CITY OF PALMDALE AND SIFI NETWORKS PALMDALE LLC

This Second Amendment to License Agreement A-7258 (as defined below)("**Amendment No. 2**") is made and entered into on the date of last signature below ("**Amendment Effective Date**") by and between the City of Palmdale, California, a municipal corporation ("**City**") and SiFi Networks Palmdale LLC, a Delaware limited liability company ("**SiFi**")(each of City and SiFi, a "**Party**" and collectively, the "**Parties**"). Unless otherwise defined herein, all capitalized terms shall have the same meaning ascribed to them in the Agreement.

WHEREAS, the City and SiFi entered into that certain Development Agreement dated December 23, 2020 and as amended by that certain 1st Amendment to Agreement A-7258 Between the City of Palmdale and SiFi Networks Palmdale LLC dated April 5, 2023 (collectively, the "**Agreement**");

WHEREAS, the Parties have agreed to certain construction methodologies in Exhibit B and SiFi has certain obligations; and

WHEREAS, the Parties herein wish to amend the Agreement to append Exhibit B with additional "E-Design" design and construction techniques and to add certain other obligations for SiFi as specified herein.

NOW THEREFORE, as of the Amendment Effective Date, the Parties mutually agree to amend the Agreement as follows:

1. As of the Amendment Effective Date, SiFi and the City hereby amend the Agreement as follows:

   A. **Exhibit "B".** Exhibit "B" of the Agreement is hereby amended to add Exhibit "A" attached hereto and incorporated herein by reference at the end of Exhibit "B" attached to the Agreement.

   B. **Terms.** Section 1.1 is hereby amended by adding the following definitions:

      "Crossing" means a Microtrenching running perpendicular to the street with a maximum width of three-quarters of an inch (0.75").

      "E Design Street" means a street with a maximum curb-to-curb width no more than forty (40) feet wide with speed limit at forty (40) MPH or below and classified as "Street, Neighborhood" per City of Palmdale's Municipal Code, Title 17, Section 17.16.190(S).

   C. **Construction of the System.** Section 4.1.1 of the Agreement is hereby supplemented with the addition of the following language:

"(ii.a) Crossing Microtrenching with a minimum cover from the top of the duct to top of the asphalt of twelve (12) inches for streets classified as "Street, Neighborhood" as set forth in the specifications set forth in Exhibit 'A' to Amendment No. 2."

D. **Notices.**

1. Section 10.3 is hereby amended by adding the following language at the bottom of the section:

"All notices and communications required to be served upon SiFi by the City pursuant to Sections 7.1(vii) and 7.2(v) shall also be served upon SiFi by sending an email to the following email address: PalmdaleConstructionNotice@SiFiNetworks.com ."

2. Section 10.3 is hereby amended by deleting references to "Marie Ricci" and "mricci@cityofpalmdale.org" and replacing respectively with "Sal Mendez" and "smendez@cityofpamdaleca.gov".

E. **Invoices and Payments – Fixed Monthly Amounts.** Section 2.6 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Beginning with the first business day of the month, and commencing on January 1, 2025, City will invoice SiFi monthly and in advance for the fixed monthly amount of thirteen thousand eight hundred fifty-four dollars and eighteen cents ($13,854.18) ("Fixed Monthly Amount[s]"). City acknowledges and agrees that such Fixed Monthly Amounts are and will be all inclusive of and will cover all of City's (i) costs and expenses incurred in providing City services and fulfilling City's obligations to SiFi under this Agreement, and (ii) any traditional City fees including plan check fees, cabinet permit fees, encroachment permit fees, inspection fees, and any other applicable fees.

Overtime and after-hours inspection fees shall be charged in addition to the above fee when requested by SiFi. In the event that City anticipates an increase to the City's costs and expenses due to the increase of City services requested by SiFi in fulfilling City's obligations to SiFi under this Agreement will result in exceed Fixed Monthly Amounts, City may make an advance written request to SiFi for authorization to proceed with such reasonable costs and expenses. SiFi shall reimburse to the City such authorized additional fees on City's next monthly invoice which shall include evidence of completion of such authorized services having been rendered.

In the event that SiFi does not agree to the additional fees, the City will maintain the current level of service. City will continue to invoice SiFi for, and SiFi shall continue to pay, the Fixed Monthly Amounts until Substantial Completion. Each such invoice shall be payable by SiFi within thirty (30) days of receipt. The City

shall not be required to undertake any work, perform any service, or issue any permit if SiFi is not current on any required payment for a Fixed Monthly Amount. The City shall assess a late payment fee of one percent (1%) of any due and payable Fixed Monthly Amounts that are not timely received compounded monthly. The Fixed Monthly Amount shall increase on July 1st of each year by a fixed amount of two-and-one-half-percent (2.5%) or the Los Angeles County's Consumer Price Index (CPI), whichever is higher."

F. **Fees, Expenses and other Charges.** Section 2.7 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees and expenses incurred in executing and performing this Agreement. For the avoidance of doubt, because of the payment of the Fixed Monthly Amounts, and except for as expressly provided for in Section 2.6, City agrees that SiFi shall not be responsible and liable for any other or additional fees or payments to the City in connection with this Agreement or the permitting process in excess of the Fixed Monthly Amounts including any assessment or fees that otherwise would or might be levied by the City separately for use of the Public Way provided that SiFi shall be responsible for Federal, State and local taxes in connection with the System.

SiFi further agrees to reimburse the City for overtime and after hour inspection fees retroactive to the start of SiFi's construction in the amount of fourteen thousand dollars ($14,000.00). The City agrees that City's bonding and insurance requirements will be satisfied by bonds and insurance coverage provided as part of the encroachment permit application and supplied by the Construction Contractor (as principal) performing the construction of the System. Such bonds and insurance documentation to be supplied prior to the start of Construction.

Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 2.6 will survive expiration or termination of this Agreement. SiFi shall, at its own expense, obtain and maintain in full effect throughout the Term a City business license, and shall require that each of its contractors and subcontractors obtain a City business license if required based on the work in the City."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

4. **Counterparts.** This Amendment No. 2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[*SIGNATURES FOLLOW ON NEXT PAGE*]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers thereunto duly authorized as of the date written below.

X

Ronda Perez
City Manager

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

X

Ben Bawtree-Jobson
CEO

ADDRESS FOR NOTICE:
SIFI NETWORKS PALMDALE LLC
103 Foulk Road, Suite 500
Wilmington, DE 19803

X

William P. Curley, III
City Attorney

X

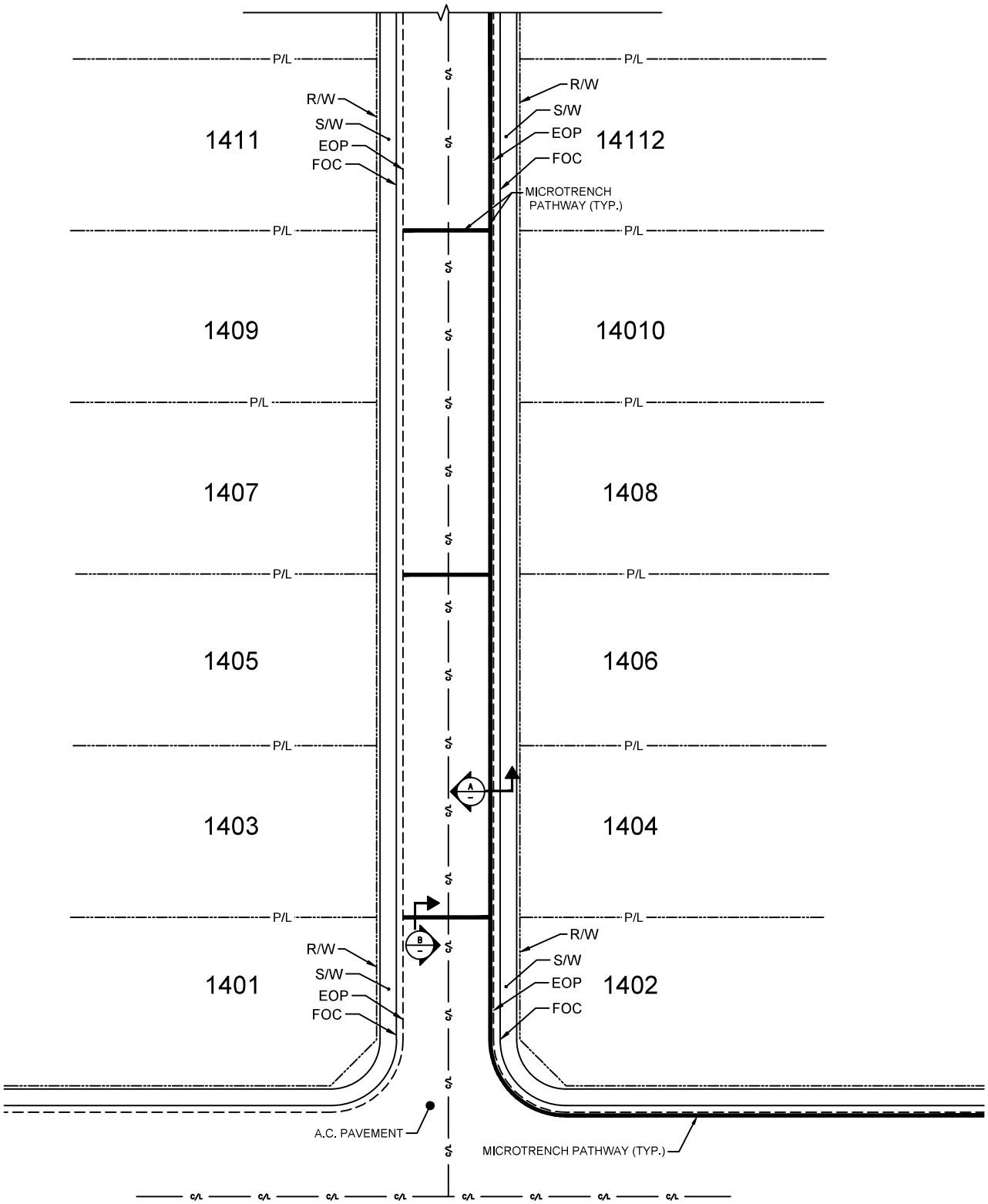
Roxanne Faber
City Clerk

EXHIBIT A

E-DESIGN TYPICALS

[SEE ATTACHED TWO (2) PAGES BELOW]

E-DESIGN TYPICAL



PLAN VIEW

SCALE: NTS

NO.	REVISIONS	BY	DATE

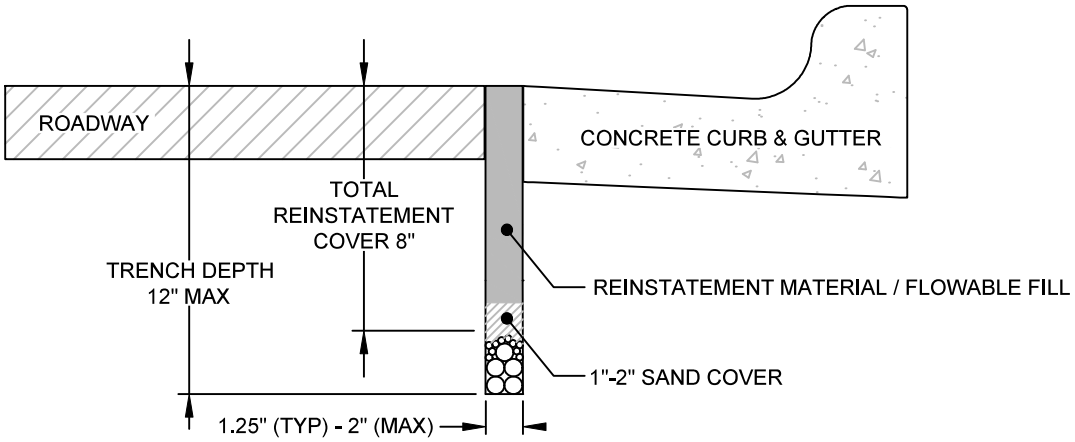
Sifi Networks

E-DESIGN TYPICAL

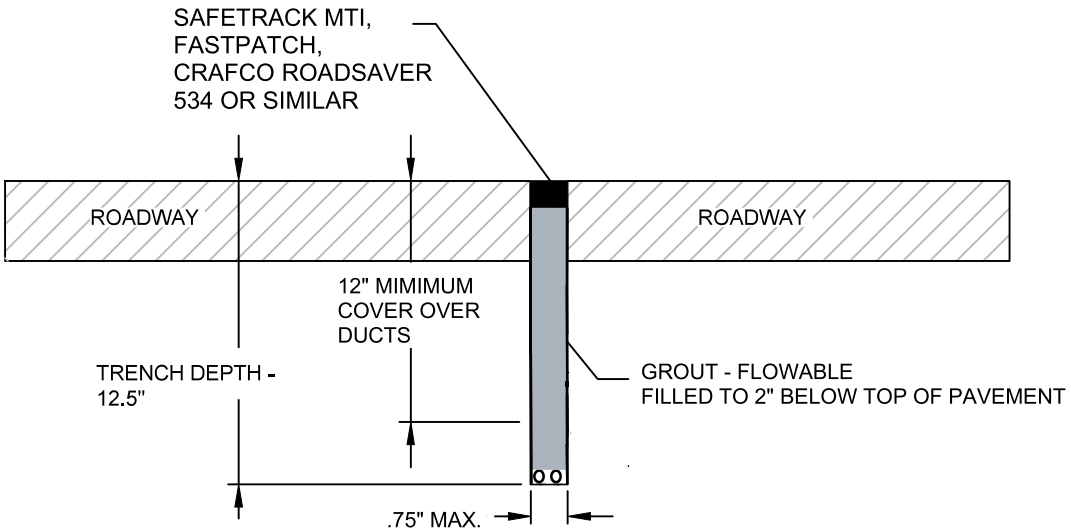
STD DWG

NOT TO SCALE

PAGE# 1



SECTION VIEW A-A



SECTION VIEW B-B

1st AMENDMENT TO AGREEMENT A-7258
BETWEEN THE CITY OF PALMDALE AND SiFi Networks Palmdale LLC

This 1st Amendment to Agreement No. A-7258 (“Agreement”) between the City of Palmdale and SiFi Networks Palmdale LLC is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and SiFi Networks Palmdale LLC (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on December 23,2020 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

CONTRACTOR will install, maintain, and operate their System in the Public Right of Way.

WHEREAS, the parties desire to amend the Original Agreement to:

Extend the start date of construction of the System.

NOW THEREFORE, the parties agree as follows:

1. Background

A. SiFi Networks Palmdale LLC and City entered into that certain License Agreement on December 23, 2020 (the “Agreement”).

B. Pursuant to the Agreement, SiFi Networks Palmdale LLC was expected to commence construction of the System by December 23, 2022 (“Construction Commencement Deadline”) following execution of the Agreement.

C. SiFi Networks Palmdale LLC and City now agree to modify the Agreement to extend the Construction Commencement Deadline on the terms and conditions herein.

2. Amendment

A. As of the Amendment No. 1 Effective Date, SiFi Networks Palmdale LLC and the City agree to amend the Agreement by deleting the words “twenty-four (24)” in Section 4.1, Construction of the System, in their entirety and replacing them with the following words “thirty (30).” Further, the following sentence is added at the end of Section 4.1: “SiFi will endeavor to submit/resubmit the first construction permit by April 7, 2023 and to commence Construction of the System by June 30, 2023, provided that, City has approved the above permit. The timelines specified herein are dependent on each Party acting in good faith and fulfilling their respective obligations.”

All other terms and conditions of the Original Agreement not amended herein, 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
Signed: 4/5/2023

Ronda Perez
City Manager

LG
Signed: 3/29/2023

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

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 4/4/2023

William P. Curley, III
Interim City Attorney

ATTEST:

Roxanne Faber
Signed: 4/5/2023

Roxanne Faber
Acting City Clerk

SiFi Networks Palmdale LLC:

Signed: 4/4/2023

Ben Bawtree-Jobson
CEO

ADDRESS FOR NOTICE:
SiFi Networks Palmdale LLC
55 Madison Ave,
Morristown, NJ 07960

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed: 3/29/2023
Signed on 2023-03-29 19:30:24 GMT

Secured by Concord™
DocumentID: MzUzNDg5NGItMz
SigningID: OTMyZTE4ZjItMz
Signing date: 3/29/2023
IP Address: 206.171.111.149
Email: lglidden@cityofpalmdale.org

For
Name
Title



Signed: 4/4/2023
Signed on 2023-04-04 16:48:57 GMT

Secured by Concord™
DocumentID: MzUzNDg5NGItMz
SigningID: NTYxMGU2MmYtMj
Signing date: 4/4/2023
IP Address: 38.32.68.178
Email: ben@sifinetworks.com

For
Name
Title



Signed: 4/4/2023
Signed on 2023-04-04 17:14:22 GMT

Secured by Concord™
DocumentID: MzUzNDg5NGItMz
SigningID: NjM4OGViOTUtNj
Signing date: 4/4/2023
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

For
Name
Title



Signed: 4/5/2023
Signed on 2023-04-05 16:10:10 GMT

Secured by Concord™
DocumentID: MzUzNDg5NGItMz
SigningID: NzI3YTQ1MjEtY2
Signing date: 4/5/2023
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

For
Name
Title



Signed: 4/5/2023
Signed on 2023-04-05 23:23:42 GMT

Secured by Concord™
DocumentID: MzUzNDg5NGItMz
SigningID: ZjQyZTBmYmYtOD
Signing date: 4/5/2023
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

concord
Where agreements happen.

Signed with www.concordnow.com

LICENSE AGREEMENT

This Development Agreement (the "**Agreement**") is made this 23 day of December 2020 ("**Effective Date**"), by and between the City of Palmdale, California, a municipal corporation (the "**City**") and SiFi Networks Palmdale LLC, a Delaware limited liability company ("**SiFi**") (each of City and SiFi, a "**Party**" and collectively, the "**Parties**"). The term "SiFi" also refers to any successor in interest or assignee of SiFi.

RECITALS

WHEREAS, the City desires to implement a fiber optic network System (as defined below) in the City and SiFi desires to install such a System;

WHEREAS, SiFi owns the rights to the FOCUS (as defined below) proprietary fiber optic cable system technology;

WHEREAS, the City has agreed to license to SiFi all necessary rights to access and use the Public Way (as defined below), on the terms specified herein, for purposes of installing, maintaining and operating the System;

WHEREAS, the City herein agrees to grant to SiFi access to and a license to use the Public Way for SiFi to install and operate a limited number of point of presence and/or a series of distributive cabinets, (both as defined below and shown in Exhibit B) and other equipment and materials in connection with the installation of the FON; and

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

SECTION 1

1. **Definition of Terms**.

1.1 **Terms**. For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

"**Access**" means facilitation of all necessary City permits encroachments and/or license agreements for specified areas within the Public Way.

"**Aerial Cables**" means a cable which is suspended between utility poles.

"**Boundary**" means the legal boundaries of the City as of the Effective Date, and any additions or subtractions to the City legal boundaries, by annexation or other legal means during the Term of this Agreement.

"**Cabinets**" means above ground enclosures placed within the Public Way for the protection of active and passive equipment for the provision of Service throughout the System, in the design described in Exhibit B.

"**Chambers**" means underground enclosures placed within the Public Way facilitating access to the active and passive equipment for the provision of Service throughout the System.

"**Commencement Date**" means the date that Substantial Completion, as that term is defined herein, of the System has been achieved.

"**Construction**" means breaking ground for the installation of the System.

"**Construction Contractor**" or "**Contractor**" means the construction company(ies) performing the physical work.

"**Drop**" means the fiber optic cable run from the edge of the Public Way (as defined below) to the Premises Wall.

"**Facility**" means the spaces that the City agrees to make available to SiFi during the Term for the installation of Shelters and Cabinets.

"**FOCUS**" means SiFi's trademarked FOCUS™ system including the know-how and other proprietary rights, comprising, among other things a combination of blown fiber, aerial, other conventional underground and above ground fiber techniques to enable multi gigabit technologies.

"**FON**" means SiFi's fiber optic network built by utilizing a combination of blown fiber, aerial, and/or other conventional underground and above ground fiber techniques, which may also include FOCUS™ design, as well as electronics to enable multi gigabit technologies.

"**Hazardous Materials**" means (i) any hazardous or toxic wastes, substances, or materials, and any other pollutants or contaminants, which are regulated by any applicable local, state or federal laws, including, but not limited to 33 U.S.C. Section 1251 et seq., 42 U.S.C. Section 6901 et seq., 42 U.S.C. Section 9601 et seq., 42 U.S.C. Section 7401 et seq., 42 U.S.C. 960 et seq., and the California Health and Safety Code Section 25100 et seq., and 25300 et seq., the California Water Code, Section 13020 et seq., or any successor(s) thereto: (ii) petroleum; (iii) asbestos; (iv) flammable explosives; (v) polychlorinated biphenyls; and (radioactive materials).

"**Home**" means a residential single-family dwelling, or a residential single dwelling unit located within a Multiple Dwelling Unit, located within the Boundary.

"**Multiple Dwelling Unit**" means an apartment building or other residential building containing two or more dwelling units located within the Boundary.

"**Multiple ISP**" means more than a single internet service provider will have the opportunity to access the network once the network is operational by providing one or more services to residential and or business connected subscribers on the network.

"**Microtrenching**" means the process of cutting a trench with a dry cut machine and reinstated with cementitious slurry fill.

"**Pass**" or "**Passes**" means the duct or Chamber as parts of the System has reached to the curbside of a residential Primary Premise, or the engineered point at or near a commercial Premises from which a Drop can be connected.

"**Person**" means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, whether for profit or not for profit, but shall not mean the City or SiFi.

"**Premises**" means a Home, Multiple Dwelling Unit, commercial or institutional building, office, or other habitable building located within the Boundary.

"**Premises Wall**" means the exterior of an outside wall of a Premises to which the fiber optic cable can be terminated.

"**Primary Premises**" means the Premises within the Boundary as of the Effective Date but excluding any Premises which SiFi cannot connect (i) because of a lack of a right to access and use the Public Way due to the City not possessing the right, title, interest or authority to permit SiFi to use and occupy the Public Way in order for SiFi to access such Premises, or (ii) because SiFi's lack of a right to access any non-City owned property within the Boundary in order to access such Premises, or (iii) if there would be an incremental material cost to connect such Premises which would be at least ten percent (10%) higher than the average cost to connect Primary Premises within the Boundary, or (iv) where such Premises already have a pre-existing fiber service available to them and do not desire SiFi to connect such Premises. SiFi shall not be required or obligated to make the System available to such Primary Premises described in (i) through (iv) in this definition and Substantial Completion determination shall not be impacted as a result.

"**Public Way**" shall mean the surface of, and the space above and below, any now existing or future: public street, road, highway, parkway, driveway, lane, path, court, sidewalk, bridge, alley, boulevard, traffic signals, lamp post, public way, or other public right of way or easement including, public utility easements, dedicated utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by, granted or dedicated to or under the jurisdiction of the City within the Boundary. For the avoidance of doubt, the term "Public Way" shall also mean any easement now or hereafter held by the City within the Boundary for the purpose of public travel, or for utility or public service use dedicated for compatible uses and shall include all other easements or rights of way held by the City within the Boundary, but only to the extent the City has the legal right to grant a license to a third party use within such easements.

"**Release**" when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any improvements constructed hereunder, including the System.

"**Service**" means internet, voice, data, and video service or any combination thereof, provided by the City or another Service Provider over the System.

"**Service Providers**" means any entity, which enters into a contract with SiFi to provide Services over the System.

"**Shelter**" means the above ground facility housing System equipment as further described in Section 4.2 and in Exhibit B hereto.

"**Subscribe**" means an agreement to receive from a Service Provider.

"**Subscriber**" means any Person (which for purposes of this definition may, if the City subsequently so chooses, include the City under a separate agreement) that has entered into an agreement to receive or otherwise lawfully receives Service.

"**Substantial Completion**" means the date on which, the System has been installed such that it Passes the addresses of each of the Primary Premises and the System is capable of providing Service to each such Primary Premises (but for the lack of a Drop) or four (4) calendar years post Construction being commenced, whichever event occurs first.

"**System**" means all parts of the FON system under and above ground in the City that is designed to support the delivery of Service to Subscribers, including the fiber optic cable and its component parts and appurtenances, and the other cables, wires, components, Facilities, Cabinets, ducts, conduits, connectors, Shelters, Chambers, manholes, manhole covers, pedestals, appliances, splitters, attachments, and other property, equipment, components, materials, apparatus and appurtenances to the FON system.

SECTION 2

2. **Grant of License**.

2.1 SiFi Networks shall, at its sole cost and expense and in compliance with this License and applicable law, install, maintain, and operate the System in the Public Way.

2.2 **License**.

2.2.1 **SiFi License to Use Public Way**. This Agreement sets forth the basic terms and conditions upon which SiFi is granted a license to install, maintain, and operate the System in the Public Way. The particular terms and location of each portion of the System shall be specified in the applicable permit, including but not limited to encroachment, as described in Section 3.2 Permits and General Obligations. Subject to this Agreement and the terms of applicable permits, including but not limited to encroachment, the City hereby grants and conveys to SiFi a license to install, maintain, operate in or under or above any Public Way, the System including, wires, cables, Facilities, Cabinets, Shelters, components, materials, apparatus ducts, conduits, connectors, vaults, manholes, manhole covers, pedestals, appliances, splitters, pots, attachments, and other related property or equipment as may be necessary or appurtenant to the System, within the Boundary, and all extensions and additions thereto during the Term as defined below. SiFi shall have the right, subject to City approval of the

applicable permits, which approval shall not be unreasonably withheld, delayed, or conditioned except for those conditions necessary to protect public health, safety and welfare or public property in the sole but reasonable discretion of the City Public Works Director, to determine the final engineering design and location of all equipment and other parts of the System. Both Parties agree to cooperate during the design and permitting process and, prior to commencing any construction, SiFi must first disclose all engineering designs for the System to the City for permit approval. Notwithstanding the foregoing, installation of the System and use of the Public Way is subject to the applicable permit for a specific location. SiFi's right to install, operate and maintain the System in the Public Way is non-exclusive except for the Facilities.

2.2.2 **Abandonment of the underground portions of the System upon Expiration or Termination of Agreement**. Upon the expiration or termination of this Agreement, SiFi shall have the right, but not the obligation, to remove from or abandon in place all or any part of the System placed underground in the Public Way. Any part of the System abandoned in place by SiFi as described in this agreement shall become the property of the City. Within one year (1) year following the expiration or termination of this Agreement, SiFi must notify the City in writing of its intent not to abandon the portions of the System placed underground. Failure to provide such written notice within the time specified will be deemed abandonment.

2.2.3 **Removal of above-ground portions of the System upon Expiration or Termination of Agreement**. Upon the expiration or termination of this Agreement and upon City's request unless the parties negotiate an extension of the Term, SiFi shall, at its sole cost and expense, remove and dispose of all and any part of the System placed above ground in the Public Way including, without limitation, all Cabinets, Shelters and Facilities. Ninety (90) days following the expiration or termination of this Agreement City shall have the right to remove and dispose of all and any part of the System placed above ground in the Public Way including, without limitation, all Cabinets, Shelters and Facilities and charge all costs of such removal to SiFi, or to use the remaining proceeds of any security or cash deposit to pay such costs without further notice to SiFi if SiFi does not reimburse the City for its costs of such removal and disposal within thirty (30) calendar days following its receipt of a detailed invoice from City for such costs.

2.2.4 **Removal or Relocation for Safety Reasons**. If, in the reasonable discretion of the City Public Works Director, any above ground portion of the System is installed, operated and maintained in non-compliance with the applicable permit issued by the City, or becomes a safety hazard at any time during the Term, the City Public Works Director shall provide written notice and SiFi shall promptly remove, repair or relocate such portion of the System within the time required by the City Public Works Director. If SiFi fails to timely remove, repair or relocate such portion of the System as required, the City Public Works Director may cause the removal, repair or relocation immediately, if necessary, to protect against imminent harm to life or property or, in the alternative, may cause such portion of the System to be a public nuisance to be abated consistent with the provisions of the Municipal Code.

2.3 **Term of Agreement.** This Agreement shall become effective upon the execution and delivery of this Agreement by both Parties (the **Effective Date**"). The term of this Agreement shall commence on Effective Date and run until midnight on the date that is thirty (30) years after the Effective Date (the "**Initial Term**"). Following the Initial Term, this Agreement shall automatically renew for one additional term of thirty (30) years, commencing on the thirtieth (30th) anniversary of the Commencement Date (a "**Renewal Terms**," and, together with the Initial Term, the "**Term**") unless SiFi provides written notice to the City of its intent not to renew at least one hundred eighty (180) days prior to end of the Initial Term.

2.4 **Shelters.** City hereby grants and conveys, to SiFi, and its licensees, successors, lessees, transferees, and assigns, an additional license to enter and occupy portions of the City's Public Way and/or City-owned land during the Term for not more than three (3) specific locations for Shelters as further described in Section 4.2 and subject to a separate lease agreement between the parties as described therein, which locations will be mutually agreed upon in good faith between the City and Licensee (the "Shelters License Area"), for the purposes of installing, operating, repairing, replacing, reconstructing, removing, maintaining, using and retaining said Shelters, including, without limitation, wires, cables, ducts, conduits, connectors, vaults, manholes, manhole covers, fencing, pedestals, appliances, splitters, attachments, and other property, equipment, components, materials, apparatus and appurtenances to the System and the Shelters.

2.5 **Expedited Permitting Process**.

2.5.1 SiFi has requested that the City expedite the permitting process for the construction work on the System within the Public Way. As a part of the Fixed Monthly Amounts as defined below, SiFi will reimburse City's staff and consultant costs of processing and reviewing all applications for permits by SiFi and/or its contractors.

2.5.2 During the Term, so long as SiFi has made the Fixed Monthly Amount payments required by Section 2.6 the City shall provide expedited, diligent review of all applications for permits by SiFi and/or its contractors, to the extent reasonably possible and to the extent permits are necessary, including permits or other necessary items for construction work on the System within the Public Way. The City acknowledges and agrees that in order for SiFi to perform its obligations under this Agreement, time is of the essence in connection with permitting, licensing, and approval of the System. Accordingly, once SiFi has submitted a preliminary design for the construction work on the improvements in the Public Way, including the Shelters License Area, to the City, the parties shall meet and confer in good faith and agree on a permitting process and submission requirements subject to the expedited timeframes specified below to be applicable to all applications for permits by SiFi and/or its contractors in connection with this Agreement:

(i) The City shall within two business days of submittal by SiFi and/or its contractors of an application or other request for a permit in

connection with this Agreement provide written acknowledgment to SiFi and/or its contractor confirming receipt of such submittal.

(ii) The City shall within five (5) business days of submittal by SiFi and/or its contractors of an application or other request for a permit in connection with this Agreement acknowledge in writing that such application is properly submitted and complete, or in the event such application is not properly submitted and complete, provide SiFi and/or its contractors with a detailed written explanation of any deficiencies. Upon curing any such deficiencies, the City shall undertake an expedited review of the application per the timelines specified herein or other request for permit by SiFi and/or its contractors in order to comply with this Section 2.4.1.

(iii) The City shall within fifteen (15) business days of a reasonably sufficient submittal by SiFi and/or its contractors of an application or other request for a permit in connection with this Agreement provide written notification of initial review and provide in writing to SiFi and/or its contractors a detailed explanation of any additional information needed for the City to complete its review process. In the event no additional information is needed, the City shall so notify SiFi and/or its contractors in writing.

(iv) The City shall within twenty-one (21) calendar days of a reasonably sufficient submittal by SiFi and/or its contractors of an application or other request for a permit in connection with this Agreement provide final approval and issue any necessary approval or permits to SiFi and/or its contractors.

2.5.3 Permit applications shall be submitted by SiFi in substantially the form as set forth Exhibit A (approved form of permit application). The engineering details provided in Exhibit B are a sample of typical details that may or may not change during the final engineering design process. To the extent there is any conflict between this Agreement and the General Permit Rules and Regulations attached to each permit, this Agreement will prevail.

2.5.4 Nothing herein shall be construed as a promise, warranty, or guarantee of the City's approval of any permit, license, or other land use approval which may be required. No permit, license, or other land use approval or any other approval requested by or required by SiFi shall be unreasonably withheld, conditioned or delayed. Furthermore, SiFi shall have no liability for and shall not be deemed to be in breach of any of its obligations hereunder, except obligations for indemnification which shall survive, if the necessary permits, licenses or approvals are not issued or are issued but not timely by the City, unless the failure to issue or delay in issuing is the fault of SiFi. SiFi is

solely responsible for any permit or approval from any other public agency that may be required for the work. This Section 2.5 does not apply to any discretionary land use approval from the City which may be required as a result of the final design for SiFi's work in the Public Way, which cannot be ascertained as of the Effective Date due to the lack of a final design.

2.6 **Invoices and Payments – Fixed Monthly Amounts.** Beginning with the first business day of the month following the first permit application submitted by SiFi, City will invoice SiFi monthly and in advance for the fixed monthly amount of eight thousand thirty-three dollars and thirty-three cents ($8,333.33) ("Fixed Monthly Amounts"). City acknowledges and agrees that such Fixed Monthly Amounts are and will be all inclusive of and will cover all of City's (i) costs and expenses incurred in providing City services and fulfilling City's obligations to SiFi under this Agreement, and (ii) any traditional City fees including plan check fees, encroachment permit fees, inspection fees, and any other applicable fees. City will continue to invoice SiFi for, and SiFi shall continue to pay, the Fixed Monthly Amounts until Substantial Completion. Each such invoice shall be payable by SiFi within thirty (30) days of receipt. The City shall not be required to undertake any work, perform any service, or issue any permit if SiFi is not current on any required payment for a Fixed Monthly Amount. The City shall assess a late payment fee of one percent (1%) of any Fixed Monthly Payment amount that is not timely received compounded monthly.

2.7 **Fees, Expenses and other Charges**. Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees and expenses incurred in executing and performing this Agreement. For the avoidance of doubt, because of the payment of the Fixed Monthly Amounts, City agrees (i) that SiFi shall not be responsible and liable for any other or additional fees or payments to the City in connection with this Agreement or the permitting process in excess of the Fixed Monthly Amounts including any assessment or fees that otherwise would or might be levied by the City separately for use of the Public Way provided that SiFi shall be responsible for Federal, State and local taxes in connection with the System. The City agrees that City bonding and insurance requirements will be satisfied by bonds and insurance coverage provided as part of the encroachment permit application and supplied by the Construction Contractor (as principal) performing the construction of the System. Such bonds and insurance documentation to be supplied prior to the start of Construction. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 2.6 will survive expiration or termination of this Agreement. SiFi shall, at its own expense, obtain and maintain in full effect throughout the Term a City business license, and shall require that each of its contractors and subcontractors obtain a City business license if required based on the work in the City.

2.8 **Relocation, Modification, or Alterations**. Excluding relocations requested by the City pursuant to this Agreement and repairs or maintenance to the System, SiFi may not relocate, materially modify, or materially alter the System components any time after issuance of the permit(s) for the System, except upon City's written approval which approval will not be unreasonably withheld, delayed, or conditioned except as necessary to protect public health and safety.

3. **The System**.

3.1 **System Description**. SiFi will install the System within the Boundary using the Public Way. The System shall use fiber optic cable emanating from the Shelter to the applicable Cabinet in the Public Way and then to the private Premises Wall for each applicable Primary Premise. The City acknowledges and agrees that SiFi has the right to install the System within the Boundary using the Public Way in order to make the delivery of Service over the System available to all Premises within the Boundary. The Parties acknowledge and agree that there is no agreed design or configuration of the actual location of the System within the Public Way at this time and that SiFi shall submit such designs specification, plan and associated details to the City for approval when ready. The City will work with SiFi to approve the physical location of the fiber optic cable and other equipment and components of the System in, or under or above the Public Way and from the Public Way to the Premises Wall.

3.2 **Permits and General Obligations**. Following SiFi's submittal of designs, plans and specifications for the System and City's reasonable review thereof, SiFi shall be deemed to have approval to locate the System within the Boundary, subject to SiFi's obtaining applicable permits as provided herein including but not limited to encroachment, licenses, or other forms of plan review and approval or authorization necessary to construct, install, operate, maintain, replace, reconstruct, or repair the System, or any part thereof, during the term of this Agreement and any extensions. SiFi shall provide plans to the City for City approval for the issuance of permits to construct the System. The City shall issue such permits in accordance with the timelines specified in Section 2.5.2., with associated costs covered by the Fixed Monthly Amounts. Construction and installation of the System shall be performed in a safe manner compliant with all applicable laws and regulations, using materials of good quality. All permits shall provide for and allow standard work hours daily from 7am to 7pm local time unless City has different requirements which must be provided to SiFi in advance. All transmission and distribution structures and equipment installed by SiFi for use in the System in accordance with the terms and conditions of this Agreement shall be located so as to minimize interference with the proper use of the Public Way and the rights of property owners who own property that adjoin any such Public Way. Except for the approved construction techniques specified in Section 4.1.1 and the specifications listed in Exhibits A and B, SiFi shall adhere to all then-current and applicable Municipal and Los Angeles County code requirements, and SiFi acknowledges that, during the Term, applicable laws (including the Palmdale Municipal Code) are likely to change and such amendments shall apply to SiFi and the System.

SECTION 4

4. **Construction and Facilities**.

4.1 **Construction of the System**. SiFi will use commercially reasonable efforts to commence Construction on or before a date that is twenty-four (24) months after the Effective Date (the "**Construction Commencement Deadline**"); provided however, in the event of a Force Majeure Event or if all Shelter locations have not been agreed upon within twenty-four (24) months from the Effective Date, the Construction Commencement Deadline shall be extended by the time impact resulting from the (i) Force Majeure Event or (ii) delay in agreeing on all Shelter

locations. In addition, SiFi will use commercially reasonable efforts to complete construction of the System on or before a date that is forty eight (48) months after the Construction Commencement Deadline (the "**Construction Completion Deadline**"); provided however, in the event of a Force Majeure Event or if all Shelter locations have not been agreed upon within twenty-four (24) months from the Effective Date, the Construction Completion Deadline shall be extended by the time impact resulting from (i) the Force Majeure Event or (ii) delay in agreeing on all Shelter locations. The timeline shall also be extended due to and for the length of any delay by the City in performing its obligations hereunder or issuing the permits, licenses and approvals to SiFi or its contractors. Both Parties recognize and agree that SiFi cannot guarantee the Construction Commencement Deadline or the Construction Completion Deadline as many elements are outside of its control. SiFi will keep the City informed of the progress of its schedule at reasonable intervals.

4.1.1 The City acknowledges and agrees that SiFi and its contractors intend to use varying construction techniques for the System Construction and deployment, which may include, any of the following:

(i) Traditional open trench and/or directional boring;

(ii) Slot cut Microtrenching with a minimum cover from the top of the duct to top of the asphalt of 8" as set forth in the specifications set forth in Exhibit B to this Agreement;

(iii) the use of a ground penetration radar system as the primary method for identifying underground utilities prior to any Microtrenching;

(iv) Aerial cables; and/or

(v) Techniques ancillary to or related to the foregoing.

Notwithstanding any City building code provision to the contrary, the City hereby approves each of the above referenced construction methods and the specifications in the Exhibits A and B to this Agreement and agrees to work cooperatively with SiFi in reviewing all other potential construction methods.

4.1.2 SiFi shall be solely responsible for all repairs, maintenance, and adjustments, and damage to the System, not caused by City's active negligence or willful misconduct. The City shall be liable to the extent any loss or damages to the System or other property and equipment results from the active negligence or willful misconduct of acts or omissions by the City or its agents.

4.2 **Location of Equipment/Facilities**.

4.2.1 **Facilities**. During the Term, and in consideration of SiFi's agreement herein to build the System for community benefit, subject to a separate lease agreement, a sample form of which is attached hereto as Exhibit D, to be negotiated and agreed in good faith between the parties including payment by SiFi of a fair market rate for the lease of any Shelter License Areas

in the Public Way or on City-owned land, the City shall provide SiFi with access to and use of the Facilities for the installation and operation of SiFi's Shelters (approximately 300 square feet per location). Additionally, under this Agreement, the City shall provide SiFi with access to and use of the Facilities at no additional cost to SiFi for the installation and operation of distributed Cabinets and other System equipment, components, parts, and other appurtenances for the System and related facilities, and from which the fiber optic cables will be deployed.

4.2.2 **Shelters and Cabinets Locations**. SiFi agrees to provide engineering designs including intended locations of the Shelters and Cabinets required for the System to the City prior to Construction in accordance with City's permitting process. The City and SiFi agree to cooperate in the selection of suitable sites for the Shelters and Cabinets. However, City has sole and absolute discretion to reject a proposed location; provided that, the City will use reasonable efforts to offer suitable alternative locations.

4.3 **System Connections to the Premises Wall**. SiFi will provide a terminated fiber to each Subscriber's Premises receiving a Drop in a manner to be determined by SiFi. The location and the method of the Drop will vary depending on the circumstances of the location of the Subscriber's Premises. For the avoidance of doubt, in the event SiFi cannot install fiber optic cable or other necessary equipment on private property because of a lack of a right to access the property, SiFi shall not be required to make the System available to such Premises when a private easement has not been granted.

SECTION 5

5. **Oversight and Regulation by City**.

5.1 **Oversight of Construction**. In accordance with applicable law, the City shall have the right to oversee and inspect the Construction of the System in the Public Way.

5.2 **Compliance with Applicable Laws**. SiFi and the City shall, at all times during the Term, be subject to and comply in all material respects with all applicable federal, state laws and local laws regarding the Construction of the System in the Public Way.

5.3 **Treatment of Confidential Information**. Subject to local, state and federal law, including without limitation, the California Public Records Act, the City agrees that, without the prior written consent of SiFi, all information regarding the System legitimately deemed by SiFi to be proprietary pursuant to applicable law and marked as such, shall be kept confidential to the extent permitted by law and shall not be disclosed to any Persons other than the City's authorized employees, representatives, staff and consultants (collectively, "**Representatives**") with a need to know such information. The City shall cause its Representatives to observe the confidentiality obligations described herein and shall be responsible for any breach of these obligations by any of its Representatives of which City is aware. The City agrees to assert applicable lawful and good faith exemptions to any California Public Records

request for proprietary information and to promptly notify SiFi if the City receives a California Public Records Act request relating to SiFi or the System. Notwithstanding anything to the contrary contained in this Agreement, the City's obligations set forth in this Section 5.3 will survive expiration or termination of this Agreement.

SECTION 6

6. **Insurance**.

Without limiting its liability hereunder, SiFi shall procure and maintain from the date of start of Construction for the duration of the term of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SiFi, its agents, representatives, employees, or subcontractors.

6.1 **Minimum Scope and Limit of Coverage.**

Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Coverage shall include blanket contractual liability and broad form property damage, premises, operations, explosion, collapse, underground hazard (commonly referred to as "**X**", "**C**" and "**U**" coverages

B. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than $2,000,000 per accident and $4,000,000 in the aggregate for bodily injury and property damage.

C. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with no less than the statutory limit per accident for bodily injury or disease.

D. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

E. Professional Liability with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the SiFi must purchase extended reporting period coverage for a minimum of five (5) years after completion of

contract work. A copy of the claims reporting requirements must be submitted to the City for review.

F. Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $2,000,000 per occurrence or claim, and $4,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

If the Contractor or SiFi maintains broader coverage and/or higher limits than the minimums shown above for all policies, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor or SiFi. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City to the extent necessary to cover any actual damages suffered by the City.

6.2 Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City in its sole and absolute discretion. At the option of the City, SiFi shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or SiFi shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6.3 Other Insurance Provisions:

A. Additional Insured. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional named insureds on all policies with the exception of Workers Compensation with respect to liability arising out of work or operations performed by or on behalf of SiFi including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of SiFi. General liability coverage can be provided in the form of an endorsement to the SiFi's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

B. Primary Insurance. For any claims related to this project, SiFi's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the SiFi's insurance and shall not contribute with it.

C. Notice of Cancellation. SiFi shall provide thirty (30) days advance written notice if (1) any of the required insurance policies is to be terminated; (2) the limits of any of the required

policies are to be reduced; (3) or the deductible or self-insured retention are to be increased. In the event of any cancellation or reduction in coverage or limits of any insurance, SiFi shall forthwith obtain and submit proof of substitute insurance.

D. Builder's Risk (Course of Construction) Insurance. SiFi may, if requested by the City, submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best rating of no less than A: VII.

F. Waiver of Subrogation. SiFi hereby agrees to waive rights of subrogation which any insurer of SiFi may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

G. Verification of Coverage. SiFi shall furnish, upon request, the City with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before the date of the start of Construction. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

H. Contractor/Subcontractors. SiFi shall require and verify that the Contractor and all subcontractors maintain insurance meeting all the requirements stated herein, and SiFi shall require the Contractor and all the subcontractors to list City as an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

I. Special Risks or Circumstances. City reserves the right to modify, at any time, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

6.4 Performance Bond. SiFi will require its general contractor to provide to the City a performance bond during the construction of the System in a form as attached hereto in Exhibit C and acceptable to the City in the amount of one million dollars ($1,000,000) in accordance with the City's bonding requirements.

SECTION 7

7. **Parties' Obligations**.

7.1 **Obligations of the City**. In addition to all other duties and obligations contained elsewhere in this Agreement, City has the following duties and obligations:

(i) Provide a single point of contact ("**SPOC**") for SiFi, which SPOC will be responsible to address all issues related to the System, providing coordination with and act as a liaison to City departments, and serving as a communication and troubleshooting resource for SiFi.

(ii) Offer the reasonable cooperation of all City departments with respect to relevant issues with respect to the System. Such cooperation will be supervised by the SPOC.

(iii) Subject to Section 3.2, provide SiFi and its representatives with access to all City property and all City assets and infrastructure for which a permit has been issued to SiFi for the installation, inspection, and maintenance of the System and for any other reasonable business purpose with respect to the System, following Substantial Completion, SiFi and/or any contractors it hires will be required to obtain encroachment permits and pay any related permit and inspection fees and comply with all other standard encroachment permit conditions of approval for future maintenance and/or repairs and/or alterations to its System located within the Public Way.

(iv) Participate in regular status meetings for the coordination of all matters related to the System.

(v) Provide expedited, diligent, good faith review of all complete applications for permits submitted by SiFi or its representatives or contractors, including permits or other necessary items for construction work on the System within the Public Way.

(vi) In the event emergency repairs to the System or the Public Way are necessary, coordinate the repairs with SiFi, any utilities or other users of the Public Way, in order to facilitate prompt repairs, such coordination to be supervised by the SPOC and the SPOC shall keep SiFi continually apprised of the status of such repairs.

(vii) When reasonably able, City will provide SiFi with a least thirty (30) days advance notice of any work in the Public Way that requires the relocation of the System. In addition, where necessary, the City will provide SiFi with an opportunity to access the System at the time of the excavation in the Public Way by others. City shall, both by itself and through its contractors, indemnify SiFi for any damage to the System caused by work by or on behalf of the City in the Public Way.

7.2 **Obligations of SiFi**. In addition to all other duties and obligations contained elsewhere in this Agreement, SiFi has the following duties and obligations:

(i) Work closely with the SPOC of the City and relevant City departments with respect to the construction of the System.

(ii) Comply with all requirements of City for permit and Public Way use applications, to the extent they may be required.

(iii) Maintain or provide for the maintenance of the System.

(iv) SiFi and its contractors shall register with California DigAlert; and

(v) SiFi shall not be required to relocate for any routine curb and gutter and sidewalk maintenance and repair including without limitation repair of potholes, milling and repaving of roadways; provided that, City and City's contractors shall exercise reasonable care and shall be liable to SiFi for any damages to the System.

Except for the above paragraph and when work to be performed by the City or its contractors, is reasonably required to be within two inches (2") radius from the SiFi System in accordance with industry standards ("Conflict"), City shall provide SiFi with not less than sixty (60) days written notice of such Conflict and City shall provide all reasonable accommodations including excavating to the SiFi impacted facilities as reasonably requested by SiFi to allow and facilitate coordination with the City contractor in order for SiFi to protect, or to temporarily or permanently relocate the impacted portion of the System; provided that, SiFi shall bear the direct reasonable cost for additional delays or costs incurred by the City for such Conflict work. If SiFi fails to act on such notice of Conflict within sixty (60) days from receipt, City will not be liable to SiFi for any resulting damages to the System. If the City receives less than 60 days' notice of work that needs to be performed, including but not limited to emergency, exigent or reasonably necessary work, City shall provide notice to SiFi of such in a reasonable timeframe, including but not limited to those situations set forth in Section 7.1(vi) above.

(vi) SiFi will endeavor to facilitate an introductory meeting between the City and Service Provider(s) who use the Network to provide services to residential and business, and further will advise any such Service Provider(s) that the City will require permits and may require fees and agreements as required by law or regulation.

(vii) Provide response times in connection with repairs to be undertaken by SiFi and/or contractors retained by SiFi to establish the necessary personnel levels for required dispatch, repair, inventory, maintenance, and service of the System commencing upon commencement of Construction as follows:

(i) Depending upon the type of fault or the method of identification, the City shall notify SiFi of a suspected fault and the generation of a service ticket. The City shall issue to SiFi one of the following service ticket(s), for which SiFi shall provide the corresponding response time:

(1) Standard Response ("STANDARD")

a) Description: Construction in progress, capital improvement and other such projects impacting or potentially impacting the SiFi System and/or may impact the SiFi System, about which the City is aware of in advance. Examples of such projects include mill and fill projects, side relocations, road reclamation projects, and other similar projects, provided that any such STANDARD repair is subject to the then current California Dig Safe laws and regulations, and all other applicable laws and regulations.

b) SiFi response time: On-site within forty-five (45) business days

(2) Non-life-threatening Emergency Response ("NON-LTER")

a) Description: Curb and gutter projects, and utility (including telecommunications) projects requiring relocation, repair, or replacement that are impacted by the SiFi System and/or may impact the SiFi System, provided that any such NON-LTER repair is subject to the then current California Dig Safe laws and regulations, and all other applicable laws and regulations.

b) SiFi response time: On-site within seventy-two (72) hours

(3) Life Threatening Emergency Response ("LTER")

a) Description: Break or hit in the main gas, main electric, main water, or main sewer or storm line in the Public Way that has an immediate and direct impact to the traveling safety of the public in or around the Public Way, and wherein the City's ability to implement repairs are impacted by the SiFi System and/or City repairs may impact the SiFi System.

b) SiFi response time: On-site within four (4) hours

(ii) Upon receipt of a service ticket as set forth herein, SiFi will use reasonable efforts to dispatch a technician to the specified fault location as identified by the City. SiFi, working with the City, will then make the determination as to whether the technician will proceed with the repair(s) if possible, wait for arrival of a City contractor if necessary for investigation and/or repair of work, or leave the site.

SECTION 8

8. **Breach; Rights and Remedies; Termination; Indemnification**.

8.1. **SiFi Breach or Default**. In the event the City believes that SiFi has not complied with or is otherwise in default with regard to any term of this Agreement, the City shall promptly notify SiFi in writing with specific details regarding the exact nature of the alleged noncompliance or default (a "**City Breach Notice**"). City agrees that it shall not issue a City Breach Notice and shall not raise any claims for breach against SiFi, if such breach would not have occurred or such claim would not have been raised had the City issued a permit(s) required and when required, when SiFi has provided the reasonably required information for such a permit, to construct the System or any part thereof to SiFi or its contractor(s), or if City's breach of this Agreement or conduct by the City has materially interfered with SiFi's ability to perform its obligations under the Agreement related to such alleged breach.

8.1.1 **SiFi's Right to Cure or Respond**. SiFi shall have thirty (30) days from its receipt of a City Breach Notice (the "**Initial SiFi Cure Period**") to:

(i) respond to the City, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within

thirty (30) days of SiFi's response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity to resolve such contest; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the Initial SiFi Cure Period, so long as SiFi initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies the City of the steps being taken and the projected date that they will be completed, the Initial SiFi Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed sixty (60) days from SiFi's receipt of a City Breach Notice (the "**Extended SiFi Cure Period**" and together with the Initial SiFi Cure Period, the "**SiFi Cure Period**").

8.1.2 City Rights and Remedies.

(i) Except as provided in Sections 8.1.2(ii), (iii) and (iv) below which shall control in connection with the events described therein, if SiFi fails to cure any actual noncompliance or default as provided in Section 8.1.1(ii) above within the SiFi's Cure Period, the City may:

(a) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;

(b) seek money damages from SiFi; and

(c) in the event of the breach of, noncompliance with or default under any material term of this Agreement, terminate this Agreement and seek any and all rights and remedies available to it at law or in equity.

(ii) Subject to Section 10.2 below, in the event SiFi fails to commence Construction on or before the Construction Commencement Deadline in accordance with Section 4.1 above and subsequently fails to commence Construction within the SiFi Cure Period, the City may provide written notice to SiFi of the City's intent to terminate this Agreement for such failure. SiFi shall have an additional sixty (60) day period after the SiFi Cure Period to commence Construction (the "**Additional SiFi Cure Period**"). If SiFi fails to commence Construction by the last day of the Additional SiFi Cure Period, SiFi's lender(s) shall have an additional ninety (90) days from the end of the Additional SiFi Cure Period to commence Construction (the "**Additional Lender Cure Period**"). If SiFi's lender(s) fails to commence Construction by the last day of the Additional Lender Cure Period, the City may terminate this Agreement by written notice to SiFi and neither Party shall have any liability or obligation under this Agreement.

(iii) Subject to Section 10.2 below, in the event SiFi fails to complete construction of the System by the Construction Completion Deadline in accordance with Section 4.1 above and subsequently fails to complete said construction within the SiFi Cure Period, the City may provide written notice to SiFi of the City's intent to terminate this Agreement for such failure. SiFi or its lender shall have an additional sixty (60) day period after the SiFi Cure Period to complete construction (the "**Additional Completion Cure Period**"). If SiFi fails to cure said deficiency by the last day of the Additional Completion Cure Period, the City may terminate this Agreement by written notice to SiFi. Neither Party shall have any liability or obligation under this Agreement; or (ii) permit SiFi to continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement: provided however the City shall have authority over all extensions of the FON in the Public Way. In the event City elects to permit SiFi to continue all network operations, such permission may include mutually agreed and executed amendments of this Agreement. In addition, prior to such termination by City, the City and SiFi shall meet in person or by video meeting, and both SiFi and the City shall both utilize good faith efforts to resolve any dispute. SiFi shall at all times retain ownership of the System unless abandoned under Section 2.2.2.

(iv) Subject to Section 10.2 below, at any time after Substantial Completion is achieved, in the event no internet, voice, data, or video service of any kind is capable of being provided over the System due to the acts or omissions of SiFi for a period in excess of one hundred twenty (120) consecutive days and SiFi fails to restore such capability within the SiFi Cure Period, the City may provide written notice to SiFi of the City's intent to terminate this Agreement. SiFi shall have an additional thirty (30) day period after the SiFi Cure Period to restore the capability of the System to provide Service (the "**Additional SiFi Service Cure Period**"). If SiFi fails to restore the capability of the System to provide Service by the last day of the Additional SiFi Service Cure Period, SiFi's lender(s) shall have an additional ninety (90) days from the end of the Additional SiFi Service Cure Period to restore the capability of the System to provide Service (the "Additional Lender Service Cure Period"). If SiFi's lender(s) fails to restore the capability of the System to provide Service by the last day of the Additional Lender Service Cure Period, the City may terminate this Agreement by written notice to SiFi. In addition, prior to such termination by City, the City and SiFi shall meet in person or by video meeting, and both SiFi and the City shall both utilize good faith efforts to resolve any dispute. SiFi shall at all times retain ownership of the System unless abandoned under Section 2.2.2.

(v) Notwithstanding anything to the contrary in this Agreement, in no event shall the City be permitted to terminate this Agreement if the City is in breach of or default under this Agreement.

8.2 **City Breach or Default**. In the event SiFi believes that the City has not complied with or is otherwise in default with regard to any term of this Agreement, SiFi shall promptly notify the City in writing with specific details regarding the exact nature of the alleged noncompliance or default (a "**SiFi Breach Notice**"). The failure to promptly provide such notice,

however, shall not act as a waiver of any rights and remedies of SiFi hereunder unless and only to the extent that the City is materially prejudiced by such failure.

8.2.1 **City's Right to Cure or Respond**. The City shall have thirty (30) days from its receipt of a SiFi Breach Notice (the "**City Cure Period**"; provided that the City Cure Period for a failure of the City to review permit applications and issue a permit(s) necessary to construct the System as required under Sections 3.2 and 7.2.1(iv), for which a complete and legally compliant application has been submitted by SiFi (a "**Permit Issuance Breach**") shall be fourteen (14) business days from its receipt of a SiFi Breach Notice) to:

(i) respond to SiFi, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of the City's response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity to resolve such contest; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the City Cure Period, so long as the City initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies SiFi of the steps being taken and the projected date that they will be completed, the City Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from the City's receipt of a SiFi Breach Notice (the "**Extended City Cure Period**"); provided further, however, no Extended City Cure Period shall apply to a Permit Issuance Breach.

8.2.2 **SiFi Rights and Remedies**. If the City fails to cure any actual noncompliance or default as provided in Section 8.2.1(ii) above within the applicable City Cure Period, SiFi may:

(i) seek specific performance of any provision of this Agreement.

and

(ii) in the event of the breach of, noncompliance with or default under any material term of this Agreement, terminate this Agreement and seek any and all equitable rights and remedies available to it.

8.3 **Additional Rights to Terminate**.

8.3.1 At any time prior to commencing Construction or in the event the City fails to comply with the material terms of the Agreement, SiFi (after providing the City written notice and opportunity to cure as provided in this Agreement and if such default is not cured by the City as provided in this Agreement) shall have the right, at its option, upon written notice to the City to terminate this Agreement and shall be entitled to any and all other equitable rights and remedies available to it. In addition, prior to such termination by SiFi, the City and SiFi

shall meet in person or by video meeting, and both SiFi and the City shall both utilize good faith efforts to resolve any dispute.

8.3.2 A Party shall have the right, at its option, upon notice to the other Party to terminate this Agreement if the other Party becomes (i) insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (ii) subject to any bankruptcy or insolvency proceeding under federal, state or foreign statutes which is not rescinded or dismissed within thirty (30) days.

8.4 **Indemnification**.

8.4.1 To the full extent permitted by law, the City agrees to indemnify, defend, and hold harmless SiFi and its affiliates and their respective directors, officers, managers, members, equity and debt holders, partners, employees, contractors, agents and representatives and their heirs, successors and assigns at the City's sole expense from and against any and all claims, suits, and demands of liability, loss, cost, expense or damage, including reasonable attorney's fees (collectively, "**Damages**"), to the extent arising out of or resulting from (i) the breach of this Agreement in any material respect by the City or (ii) the City's willful misconduct or gross negligence in its performance of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the indemnity obligations set forth herein will survive expiration or termination of this Agreement. The defense obligation shall be required whenever any claim, action, complaint, or suit asserts as its basis the acts or omissions of the City, its officers, agents, and/or employees, whether or not the City, its officers, agents, and/or employees are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the City shall not be liable for the defense or indemnification of the SiFi Indemnitees for any claims, actions, complaints or suits to the extent arising solely out of the negligence or willful misconduct of the SiFi Indemnitees.

8.4.2 SiFi shall defend with counsel reasonably acceptable to City, indemnify and hold the City, its officials, officers, employees, representatives, consultants, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner which actually or allegedly arise out of or are incident to any alleged acts, omissions, negligence or willful misconduct of SiFi or material non-compliance with applicable laws including environmental laws, or for damages or remediation resulting from a Release of Hazardous Materials by SiFi or its contractors, its officials, officers, employees, and agents, and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all attorney's fees and other related costs and expenses except where caused by the active negligence, sole negligence, or willful misconduct of the City its officers, officials, employees, representatives, consultants, and volunteers. SiFi shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, representatives, consultants, agents or volunteers. SiFi shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials,

officers, employees, representatives, consultants, agents or volunteers, in any such suit, action or other legal proceeding. SiFi shall reimburse the City, its officials, officers, employees, representatives, consultants, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. SiFi will not enter into any settlement of an indemnity claim affecting the City without the City's prior written consent which will not be unreasonably withheld, delayed or conditioned. SiFi's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City its officials, officers, employees, representatives, consultants, agents or volunteers. In no event shall the City be liable for any damage or cost arising out of the failure of the System to provide Services.

8.5 **Limitation of Liability**. EXCEPT WITH RESPECT TO A BREACH OF THE CITY'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING ANY LOST SAVINGS OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EQUITY AND DEBT HOLDERS, PARTNERS, EMPLOYEES, CONTRACTORS AND REPRESENTATIVES AND THEIR HEIRS, SUCCESSORS AND ASSIGNS, FROM CLAIMS FOR ANY SUCH DAMAGES. SiFi aggregate liability under this Agreement shall be limited to the higher of five million dollars ($5,000,000) or the amount of available applicable insurance coverage. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 8.5 will survive expiration or termination of this Agreement.

SECTION 9

9. **Disputes**.

9.1 For all claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System which cannot be settled through negotiation, the Parties agree first to try in good faith to settle the matter by mediation in Los Angeles, California, prior to commencing litigation.

9.2 All claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be decided in a court of law. The sole and exclusive venue for all claims, disputes or controversies arising out of, or in connection within the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be the state courts in Los Angeles County, California.

SECTION 10

10. **Miscellaneous Provisions**

10.1 **Assignment**. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and assigns as provided herein. The City shall not be permitted to assign, sell or transfer this Agreement, or its rights and duties under this Agreement, without the prior written consent of SiFi, which consent shall not be unreasonably withheld, conditioned, or delayed. SiFi shall have the right to assign, novate, sell, encumber, or transfer this Agreement and the System or any part thereof, without the consent of the City, to SiFi's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of the SiFi's assets in the market by reason of a merger, acquisition, or other business reorganization, provided such assignee, purchaser, or transferee has all appropriate licenses, to the extent SiFi's licenses, permits and approvals cannot be assigned or transferred, for the operation, management, and maintenance of the facilities contemplated herein and sufficient financial resources to fulfill all applicable terms and obligations under this Agreement. At least thirty (30) days prior to the effective date of any such assignment, sale or transfer, SiFi shall provide City with a fully executed copy of the assignment, sale or transfer document, signed by both SiFi and assignee/purchaser/transferee, indicating the assignee's/purchaser's/ transferee's assumption of all of SiFi's performance duties, liabilities and obligations under this Agreement. SiFi shall not be relieved of its performance duties, liabilities or obligations under this Agreement until City is in receipt, of a fully executed copy of the document evidencing such assignment of the obligations herein and the assignee's/purchaser's/transferee's assumption of SiFi's performance duties, liabilities, and obligations under this Agreement. SiFi may not otherwise assign this Agreement or the System without City's consent, City's consent not to be unreasonably withheld, conditioned, or delayed. Upon any such assignment, sale, transfer, or novation, SiFi shall be released from all obligations and liabilities under this Agreement from and after the date of such assignment, and the assignee shall accept all the obligations of this agreement. SiFi shall give the City notice of such assignment, sale, transfer or novation disclosing the identity of the Person to whom it has been assigned, transferred, sold or novated. The City agrees from time to time to promptly deliver (and in no event later than ten (10) days after request by SiFi) to SiFi an estoppel certificate addressed to the assignee, buyer or transferee designated by SiFi, affirming for the benefit of such buyer, assignee or transferee the following (to the extent that the following are then true): the Agreement is in full force and effect; SiFi is not in default thereunder; and such other matters as such assignee, buyer or transferee may reasonably request.

10.2 **Force Majeure**. Except as otherwise expressly set forth in this Agreement, SiFi will not be held in default under, or in breach or noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Agreement), where such noncompliance or alleged defaults occurred or were caused by any of the following events (each a "**Force Majeure Event**"): failure by the City to issue permit(s) required to construct the System or any part thereof to SiFi or its contractor(s), failure by the City to comply with this Agreement, conduct by the City that materially interferes with SiFi's ability to perform, labor strike, riot, war, earthquake, flood, hurricane, a declared by law public emergency that prevents SiFi's performance, drought, tornado, pandemic, unusually severe weather conditions, or other act of nature, labor disputes, failure of utility service necessary to construct the System, governmental, administrative or judicial order, or other event that is beyond SiFi's reasonable control. Force Majeure Events also include work

delays caused by waiting for (i) utility providers to service or monitor their own utility infrastructure on which SiFi's fiber optic cable and/or equipment may be deployed, as well as unavailability of materials and/or reasonably qualified labor to perform the work or (ii) third parties' acts or omissions within the Public Way which materially interfere with SiFi's ability to perform its obligations under this Agreement.

10.3 **Notice**. All notices and communications hereunder shall be in writing and shall be served upon the other party by hand delivery, nationally recognized overnight delivery service, United States certified mail, return receipt requested, or by electronic mail and addressed as follows:

IF TO THE CITY:
City of Palmdale
38300 Sierra Highway
Palmdale, CA 93550
Attn: Marie Ricci
mricci@cityofpalmdale.org

F TO SIFI:
SiFi Networks
103 Faulk Road, Suite 500
Wilmington, DE 19803
Email: NOTICES@SiFiNetworks.com

or to such other address as such Party may hereafter specify for the purpose by notice to the other Party in the manner provided in this Section 10.3. All such notices, requests and other communications will be deemed received on the date of receipt if received prior to 5 p.m. on any business day in the place of receipt. Otherwise, any such notice, request or communication will be deemed not to have been received until the next succeeding business day in the place of receipt. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice.

10.4 **Entire Agreement**. This Agreement, including all Exhibits, embodies the entire understanding and agreement of the City and SiFi with respect to the subject matter hereof. This Agreement supersedes all other agreements whether written, verbal, or otherwise between SiFi and the City with respect to the subject of this Agreement, with the exception of the Smart City Agreement.

10.5 **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement (which other terms and provisions shall remain in full force and effect) or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in

order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.6 **Governing Law**. This Agreement shall be deemed to be executed in the State of California and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of California as applicable to contracts entered into and performed entirely within the State, irrespective of conflict of laws principles.

10.7 **Modification**. This Agreement shall not be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and SiFi. For the avoidance of doubt, this Agreement cannot be amended or modified orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to amend or modify this Agreement in whole or in part.

10.8 **No Third Party Beneficiaries**. Nothing in this Agreement or in any prior agreement is or was intended to confer third party beneficiary status on any party or Person not a party to this Agreement including a member of the public.

10.9 **No Waiver of Rights**. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural that SiFi or the City may have under federal or state law unless such waiver is expressly stated herein.

10.10 **No Rights to the System**. The City expressly agrees that, except as expressly set forth in this Agreement, it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the System, throughout the term of this Agreement. Except as provided in Section 8.1.2 (iii) and Section 8.1.2 (iv) above, SiFi shall, at all times, retain title to and ownership of the System and all future extensions of the System, and shall have the right to lease the System or parts thereof to a provider of internet, data, voice, video and other services.

10.11 **Representations and Warranties**.

10.11.1 The City represents, warrants, covenants and agrees to SiFi that: (a) it has full authority (including the authority required by any applicable law, ordinance, rule or regulation) to enter into and perform this Agreement and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the right, power and authority of the City and have been duly authorized by all necessary action on the part of City, (b) this Agreement has been duly executed and delivered by the City and it constitutes a legal, valid and binding agreement of the City enforceable against the City in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity) and (c) the execution and delivery of this Agreement by the City and its performance hereunder and thereunder will not violate any law, ordinance, rule, or regulation applicable to the City.

10.11.2 SiFi represents, warrants, covenants and agrees to the City that: (a) it has full authority to enter into and perform this Agreement and the execution, delivery and

performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the power and authority of SiFi and have been duly authorized by all necessary action on the part of SiFi, (b) this Agreement has been duly executed and delivered by SiFi and it constitutes a legal, valid and binding agreement of SiFi enforceable against SiFi in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity) and (c) the execution and delivery of this Agreement by SiFi and its performance hereunder and thereunder will not violate any law, rule, or regulation applicable to SiFi, and (d) prior to commencement of Construction, SiFi will provide to City a letter from SiFi's financial partners evidencing financial commitment to achieve Substantial Completion.

10.11.3 OTHER THAN THE EXPLICIT REPRESENTATIONS AND WARRANTIES MADE BY SIFI TO CITY UNDER THIS AGREEMENT, SIFI MAKES NO REPRESENTATIONS OR WARRANTIES TO THE CITY OR ANY PERSON WITH RESPECT TO THE SYSTEM (OR THE COMPONENTS THEREOF) AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT SIFI MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

10.12 **Third Parties**. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either SiFi or the City.

10.13 **No Partnership**. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the City and SiFi or any other relationship other than a contractual relationship as expressly set forth in this Agreement. Neither Party shall in any manner act or indicate to any third party that is acting as the agent of the other Party. SiFi shall at all times remain an independent contractor. Neither Party shall control or direct the day-to-day affairs of the other Party, or their mode or method of performing their respective obligations hereunder.

10.14 **Headings.** The headings and captions of this Agreement are solely for the convenience of the Parties and shall not be deemed to modify or vary any of the substantive terms thereof.

10.15 **Construction.** Each of the Parties acknowledge that each Party to this Agreement has been represented by counsel in connection with this Agreement. Legal or equitable principles that might require the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement and is expressly waived. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of

proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, and clauses are to Articles, Sections and clauses of this Agreement unless otherwise specified. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the permitted successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

10.16 **Counterparts**. This Agreement may be signed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signatures were upon the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10.17 **Further Assurances**. Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this Agreement.

10.18 **No Waiver**. No provision of this Agreement may be waived unless such waiver is in writing and signed by the Party against whom the waiver is to be effective. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Development Agreement to be executed as of the day and year stated above.

CITY OF PALMDALE,

a municipal corporation

Dated: 23 Dec, 2020

J. J. Murphy

City Administrator

Approved as to form:

Attest:

Shanae S. Smith
City Clerk

Christopher Beck, Esq

City Attorney

SIFI NETWORKS PALMDALE LLC,

a Delaware limited liability company

Dated: December 22, 2020

By:

Its: CEO

City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **1**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-009, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING TO CONSIDER THE VACATION OF PORTIONS OF 8TH STREET EAST SOUTH OF RANCHO VISTA BOULEVARD AND NORTH OF EAST AVENUE P-8**

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2025-009, a Resolution of the City Council of the City of Palmdale declaring its intention to conduct a public hearing to consider the vacation of portions of 8th Street East south of Rancho Vista Boulevard and north of Avenue P-8;

2. Authorize the Mayor to execute Resolution No. CC 2025-009, declaring the intention to conduct a public hearing to consider the vacation of portions of 8th Street East south of Rancho Vista Boulevard and north of East Avenue P-8; and,

3. Set the time and place for a public hearing on March 18, 2025, to consider the proposed vacation.

BACKGROUND

Covington Development Partners, LLC, applied for street vacation in March 2024 as part of their commercial building development. They are requesting to vacate parts of the existing right-of-way along the frontage of their property located on the west side of 8th Street East, south of Rancho Vista Boulevard, and north of East Avenue P-8 (AIN 3022-001-027). This request is linked to the approval of the Covington project improvement plans and as a condition of approval for Site Plan Review (SPR22-012). After the Planning Commission's review (PC-2023-017), it was determined that any potentially adverse environmental impacts could be mitigated and would not be significant.

DISCUSSION

The property for the current commercial building project was originally part of an auto storage development. As such, it was conditioned to dedicate right-of-way to specifically serve their land use. The right-of-way dedication included multiple driveway locations and a right-turn pocket. However, the auto storage development was never completed, and no public improvements were built.

During the entitlement process for the current Covington commercial development (SPR 22-012), off-site improvements were reviewed. It was determined that the previously dedicated right turn lane, one driveway, and several expanded entry curb radii along 8th Street East were no longer necessary. As a result, the right-of-way previously dedicated for these features is now the subject of this proposed street vacation.

According to the Streets and Highway Code, Section 8320, the local agency (City) processing the street vacation under the General Vacation Procedure shall initiate the vacation proceedings by setting the date, hour, and place for a public hearing. This action will be followed by notification to public utility providers, posting notices at the property, and publication of the vacation information and public hearing schedule in the local newspaper.

FISCAL IMPACT

$0; There is no fiscal impact on the City as a result of this action.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

A. Seek innovative, cost effective, customer focused methods of service delivery

Prepared by:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Reso. No. CC 2025-009

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING TO CONSIDER THE VACATION OF PORTIONS OF 8TH STREET EAST, SOUTH OF RANCHO VISTA BOULEVARD, NORTH OF EAST AVENUE P-8.

WHEREAS, the Engineering Division received an application from the property owner of parcel number 3022-001-027 located on the west side of 8th Street East, south of Rancho Vista Boulevard, north of East Avenue P-8 requesting the City move forward with proceedings to vacate portions of 8th Street East no longer deemed necessary; and

WHEREAS, the proposed vacation has been examined and determined to not negatively impact the general public and has been found to be consistent with the Circulation Element of the City's General Plan; and

WHEREAS, the improvements within the right of way to be vacated were never constructed and are not necessary for the proposed commercial development; and

WHEREAS, the current development was approved through Site Plan Review (SPR) 22-012 and Environmental Impact Report (EIR) 23-002 (SCH No. 2022080663) and was adopted by the Planning Commission (Resolution No. PC-2023-017) on August 10, 2023; and

WHEREAS, the current project was determined not to have any adverse or significant impacts on the environment following the implementation of specific mitigation measures.

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 City Council of the City of Palmdale hereby declares its intention to conduct a public hearing to vacate portions of 8th Street East no longer deemed necessary south of Rancho Vista Boulevard and north of East Avenue P-8, located within the City of Palmdale, as described in Exhibit "A" and shown in Exhibit "B".

SECTION 2. The City Council, in vacating the portions of said street described in Exhibit "A", elects to proceed under and in accordance with the provisions of the Public Streets, Highways, and Service Easements Vacation Law Division 9, Part 3, Chapter 3

of the Streets and Highway Code of the State of California.

SECTION 3. Nothing in this Resolution shall in any way affect or disturb any existing easement for public utility purposes belonging to either the City of Palmdale or any other public entity.

SECTION 4. Notice is hereby given that a public hearing shall be held on the proposed street vacation on Tuesday, March 18, 2025, at the hour of 5:00 pm in the Council Chambers at City Hall, 38300 Sierra Highway, Suite B, Palmdale California at which time any and all interested persons may present evidence for or against the proposed vacation.

SECTION 5. The City shall cause notice of the public hearing on the proposed street vacation to be published in the local newspaper and posted on-site as required by the Public Street, Highway, and Service Easement Vacation Law.

SECTION 6. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 18h day of February 2025.

_____
Richard J. Loa, Mayor

Approved as to form:

ATTEST:

_____
William P. Curley III
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, 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 18th day of February 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION
VACATION OF ROAD EASEMENT
APN: 3022-001-027

A PORTION OF LOTS 43 AND 44 OF TRACT NUMBER 7670, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 114, PAGES 28 THROUGH 30, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, WITH THE EXCEPTION OF THE NORTHERLY 41.50 FEET OF SAID LOT 43.

TO VACATE THOSE PORTIONS OF THE ROAD EASEMENT, DEDICATED FOR PUBLIC ROAD AND HIGHWAY PURPOSES PER EASEMENT DOCUMENT RECORDED ON JANUARY 11, 2012 AS INSTRUMENT NUMBER 2012-45800 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A":

COMMENCING AT THE NORTHEAST CORNER OF SAID INCLUDED PORTION OF SAID LOT 43;

THENCE, ALONG THE NORTH LINE OF SAID PORTION, NORTH 89°46'27" WEST 17.00 FEET;

THENCE, ALONG A LINE PARALLEL WITH AND 17.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM THE EAST LINE OF SAID LOT 43, SOUTH 00°42'55" WEST 52.22 FEET;

THENCE, DEPARTING SAID PARALLEL LINE, SOUTH 06°25'33" WEST 71.95 FEET, TO THE **TRUE POINT OF BEGINNING** FOR PARCEL "A";

THENCE, CONTINUING SOUTH 06°25'33" WEST 48.65 FEET;

THENCE, ALONG A LINE PARALLEL WITH AND 29.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM SAID EAST LINE, SOUTH 00°42'55" WEST 125.62 FEET, TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 17.00 FEET;

THENCE; ALONG SAID CURVE, AN ARC DISTANCE OF 26.70 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIAL TO SAID POINT BEARS SOUTH 00°42'55" WEST;

THENCE, ALONG A LINE PARALLEL WITH AND 46.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM SAID EAST LINE OF SAID LOT 43, SOUTH 00°42'55" WEST 46.00 FEET;

THENCE, DEPARTING SAID PARALLEL LINE ON A PERPENDICULAR COURSE, SOUTH 89°17'05" EAST 12.00 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 17.00 FEET;

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 26.70 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIAL TO SAID POINT BEARING SOUTH 89°17'05" EAST;

THENCE, ALONG A LINE PARALLEL WITH AND 17.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM THE EAST LINE OF LOT 44, BEING A PROLONGATION OF SAID

EAST LINE OF SAID LOT 43, NORTH 00°42'55" EAST 234.58 FEET, TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET;

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 21.16 FEET, THROUGH A CENTRAL ANGLE OF 40°24'51", A RADIAL TO SAID POINT BEARS NORTH 50° 18'04" EAST, RETURNING TO THE **TRUE POINT OF BEGINNING**, OF PARCEL "A".

HEREINABOVE THE DESCRIBED PARCEL "A" CONTAINS 0.082 ACRES, MORE OR LESS.

PARCEL "B":

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 44;

THENCE, ALONG THE SOUTH LINE OF SAID LOT 44, NORTH 89°46'14" WEST 17.00 FEET;

THENCE, ALONG A LINE PARALLEL WITH AND 17.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM THE EAST LINE OF SAID LOT 44, NORTH 00°42'55" EAST 16.96 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET;

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 50.27 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIAL TO SAID POINT BEARS NORTH 00°42'55" EAST;

THENCE, ALONG A LINE PARALLEL WITH AND 49.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM SAID EAST LINE OF SAID LOT 44, NORTH 00°42'55" EAST 48.33 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH 21°18'33" EAST;

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 1.83 FEET, THROUGH A CENTRAL ANGLE OF 03°17'02", TO THE **TRUE POINT OF BEGINNING**, OF PARCEL "B";

THENCE, CONTINUING ALONG SAID CURVE, AN ARC DISTANCE OF 36.13 FEET, THROUGH A CENTRAL ANGLE OF 64°41'34", A RADIAL TO SAID POINT BEARS SOUTH 89°17'05" EAST;

THENCE, ALONG A LINE PARALLEL WITH AND 29.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM SAID EAST LINE OF SAID LOT 44, SOUTH 00°42'55" WEST 7.24 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 22.00 FEET;

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 30.86 FEET, THROUGH A CENTRAL ANGLE OF 80°22'16", A RADIAL TO SAID POINT BEARS SOUTH 08°54'47" EAST, BACK TO THE **TRUE POINT OF BEGINNING**, OF PARCEL "B".

HEREINABOVE DESCRIBED PARCEL "B" CONTAINS 52 SQUARE FEET, MORE OR LESS.

PARCEL "C":

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 44;

THENCE, ALONG THE SOUTH LINE OF SAID LOT 44, NORTH 89°46'14" WEST 17.00 FEET;

THENCE, ALONG A LINE PARALLEL WITH AND 17.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM THE EAST LINE OF SAID LOT 44, NORTH 00°42'55" EAST 16.96 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, AND THE **TRUE POINT OF BEGINNING**, OF PARCEL "C";

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 50.27 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIAL TO SAID POINT BEARS NORTH 00°42'55" EAST;

THENCE, ALONG A LINE PARALLEL WITH AND 49.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM SAID EAST LINE OF SAID LOT 44, NORTH 00°42'55" EAST 2.75 FEET;

THENCE, DEPARTING SAID PARALLEL LINE ON A PERPENDICULAR COURSE, SOUTH 89°17'05" EAST 10.00 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 22.00 FEET;

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 34.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", TO A TANGENT LINE;

THENCE, ALONG SAID TANGENT LINE, BEING PARALLEL WITH AND 17.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM SAID EAST LINE OF SAID LOT 44, SOUTH 00°42'55" WEST 12.75 FEET, RETURNING TO THE **TRUE POINT OF BEGINNING**, OF PARCEL "C".

HEREINABOVE PARCEL "C" CONTAINS 204 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", CONSISTING OF TWO (2) SHEETS, ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

THE ABOVE DESCRIBED; SUBJECT TO ALL COVENANTS, RESTRICTIONS, RIGHT, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

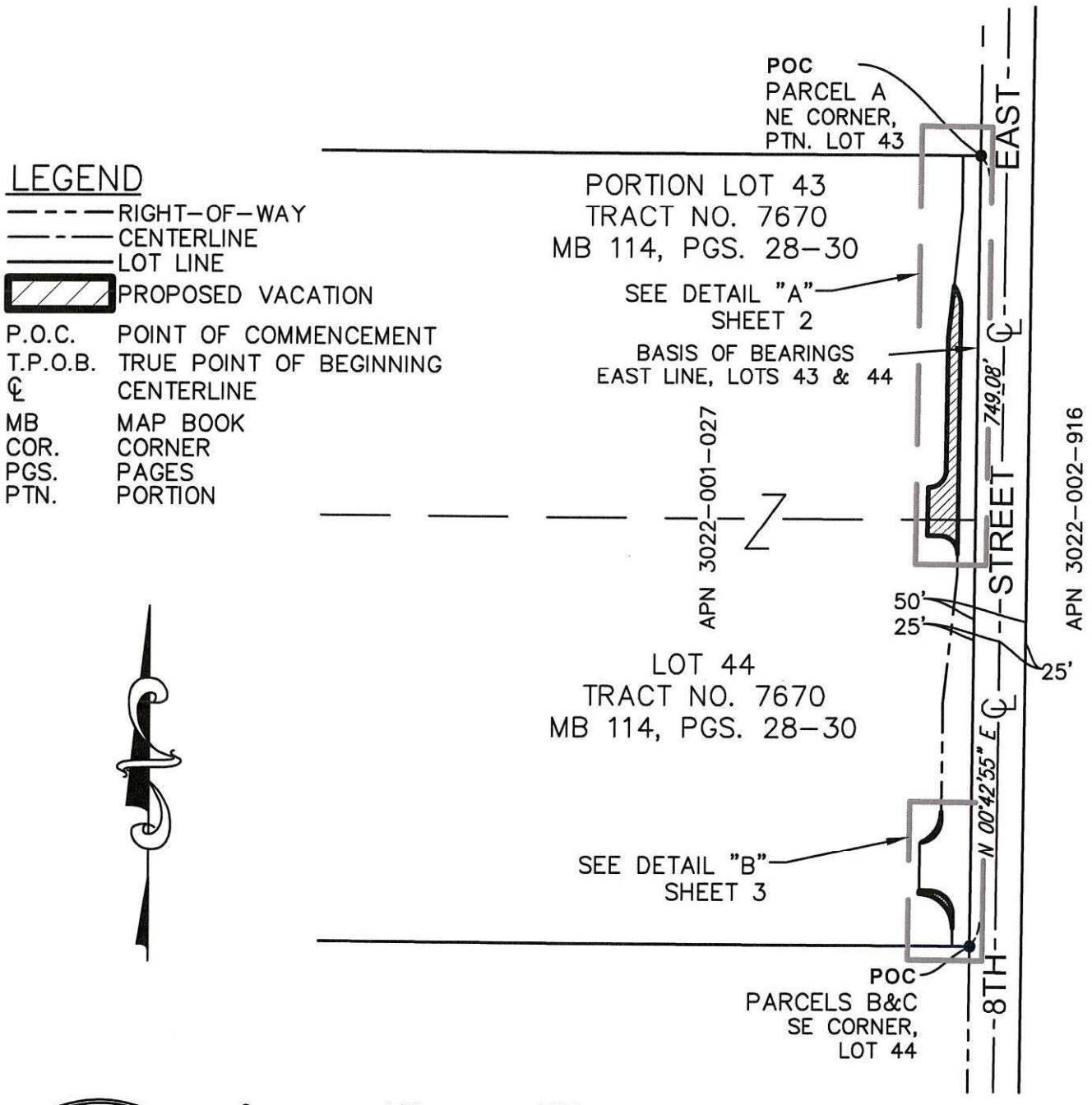
Alan C. Hillwig 4/11/24

ALAN C. HILLWIG P.L.S. 5137 DATE



EXHIBIT "B"

VACATION OF ROAD EASEMENT





0 150 300

Prepared by HILLWIG-GOODROW, INC.:
31419 Outer Hwy. 10, Ste. 1-200, Redlands, CA 92373
Phone: (888)-626-5137

ALAN C. HILLWIG, PLS 5137
LICENSE EXPIRES: 6-30-25

4/11/24
DATE

SCALE: 1"=150'
FILE NO.: 0791-040-A
DATE: APRIL 11, 2024
SHEET 1 OF 3

EXHIBIT "B"

VACATION OF ROAD EASEMENT

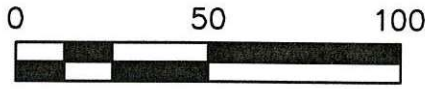
LEGEND

- RIGHT-OF-WAY
- CENTERLINE
- LOT LINE
- PROPOSED VACATION

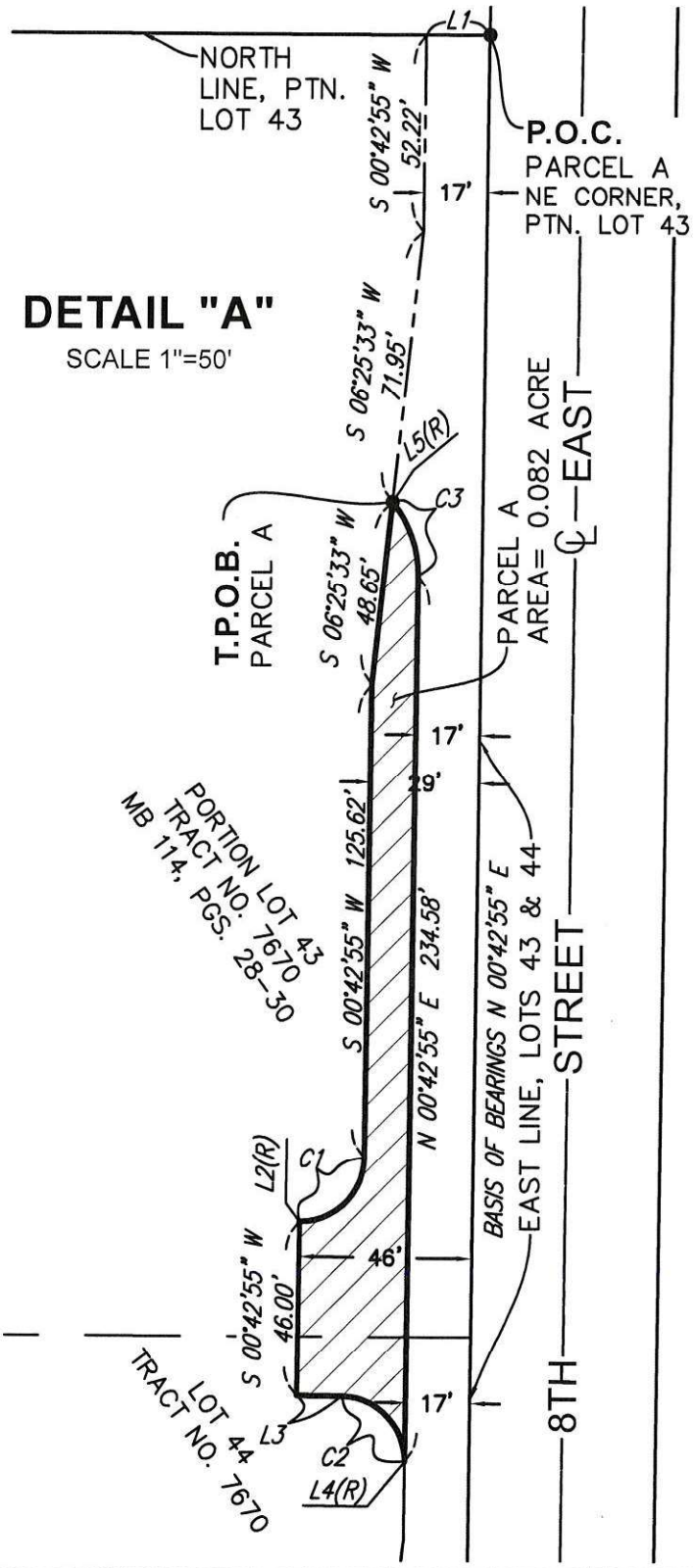
P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
℄	CENTERLINE
MB	MAP BOOK
COR.	CORNER
PGS.	PAGES
PTN.	PORTION

LINE TABLE		
ID	BEARING	DIST.
L1	N 89°46'27" W	17.00'
L2(R)	S 00°42'55" W	N/A
L3	S 89°17'05" E	12.00'
L4(R)	S 89°17'05" E	N/A
L5(R)	N 50°18'04" E	N/A

CURVE TABLE				
ID	LENGTH	RADIUS	Δ	TAN.
C1	26.70'	17.00'	90°00'00"	17.00'
C2	26.70'	17.00'	90°00'00"	17.00'
C3	21.16'	30.00'	40°24'51"	11.04'









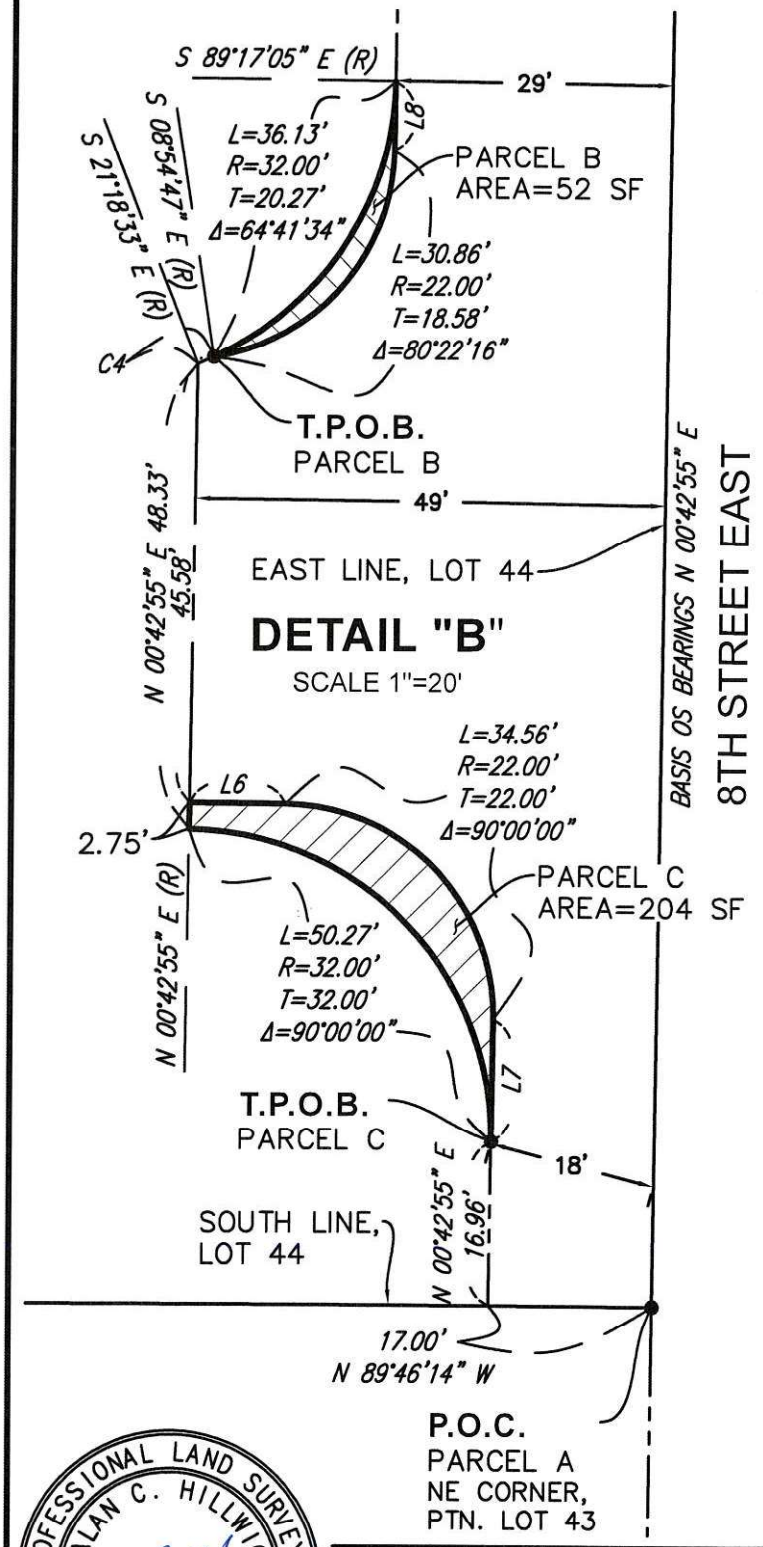
Prepared by HILLWIG-GOODROW, INC.:
31419 Outer Hwy. 10, Ste. 1-200, Redlands, CA 92373
Phone: (888)-626-5137

ALAN C. HILLWIG, PLS 5137 — DATE 4/11/24
LICENSE EXPIRES: 6-30-25

SCALE: 1"=50'	
FILE NO.: 0791-040-A	
DATE: APRIL 11, 2024	
SHEET 2 OF 3	

EXHIBIT "B"

VACATION OF ROAD EASEMENT



LEGEND

- RIGHT-OF-WAY
- CENTERLINE
- LOT LINE
- PROPOSED VACATION

P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
℄	CENTERLINE
MB	MAP BOOK
COR.	CORNER
PGS.	PAGES
PTN.	PORTION

LINE TABLE		
ID	BEARING	DIST.
L6	S 89°17'05" E	10.00'
L7	S 00°42'55" W	12.75'
L8	S 00°42'55" W	7.24'

CURVE TABLE				
ID	LENGTH	RADIUS	Δ	TAN.
C4	1.83'	32.00'	03°17'02"	0.92'



0 20 40

PROFESSIONAL LAND SURVEYOR
ALAN C. HILLWIG
No. 5137
EXP. 6-30-25
STATE OF CALIFORNIA

Prepared by HILLWIG-GOODROW, INC.:
31419 Outer Hwy. 10, Ste. 1-200, Redlands, CA 92373
Phone: (888)-626-5137

4/11/24

ALAN C. HILLWIG, PLS 5137 — DATE
LICENSE EXPIRES: 6-30-25

SCALE: 1"=20'
FILE NO.: 0791-040-A
DATE: APRIL 11, 2024
SHEET 3 OF 3

City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **RECEIVE AND FILE THE SANITARY SEWER MANAGEMENT PLAN (SSMP) AUDIT REPORT**

RECOMMENDATION

Staff recommends that the City Council receive and file the SSMP Audit.

BACKGROUND

On July 1, 2009, the City successfully withdrew from the Los Angeles County Sewer Maintenance District. Subsequently, the City prepared and adopted an SSMP as required by the State Water Resource Control Board (SWRCB). In accordance with the SSMP and SWRCB Order No. WQ 2022-0103-DWQ, municipalities that own and/or operate a sanitary sewer longer than one mile are required to develop and implement an SSMP.

The City Council first adopted an SSMP in May 2008. In line with Order No. WQ 2022-0103-DWQ, the SSMP was updated and recertified by the City Council on May 7, 2014, and again on February 15, 2023. Additionally, Order No. WQ 2022-0103-DWQ mandates internal SSMP audits every three years.

This report summarizes the internal SSMP audit conducted by City staff from November 2021 to November 2024. This audit report complies with and exceeds the minimum requirements outlined in the SSMP and SWRCB Order No. WQ 2022-0103-DWQ.

DISCUSSION

The purpose of an SSMP audit is to assess how well the SSMP is working to prevent spills and ensure compliance with SWRCB Order No. WQ 2022-0103-DWQ, identify any deficiencies related to ongoing spills and discharges, and recommend necessary modifications to improve the SSMP. \ An audit is created for each evaluation, documenting, suggesting corrective actions, incorporating input from sewer system

operators, and providing a timeline for addressing any issues. The current 2024 SSMP audit report which is attached to this staff report, will be posted to the SWRCB's California Integrated Water Quality System (CIWQS) website. More details on SSMP audits can be found in Element 10 of the City's SSMP, available on the City's website, which will also be updated.

Overall, the City's SSMP continues to meet the goals set in Element 1 of the SSMP. The audit reviewed all eleven elements of the SSMP and found that each one remains effective. No major deficiencies were identified. All elements of the SSMP were updated to reflect changes over the last three years, as well as anticipating future changes, and comply with the updated requirements of SWRCB Order No. WQ 2022-0103-DWQ.

The next SSMP audit will be conducted in 2027.

FISCAL IMPACT

There are no financial impacts associated with the current 2024 SSMP audit.

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:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

City of Palmdale SSMP Audit Checklist Report Form 2024

Appendix C: Sewer System Management Audit Checklist

City of Palmdale
SSMP Audit Checklist
Report Form

The purpose of the SSMP Audit is to evaluate the effectiveness of the CITY SSMP and sanitary sewer program and to identify any needed for improvement. The information identified here will be used to inform the possible findings and necessary information to be evaluated during the biannual Internal Audit of the CITY SSMP.

Directions: Please rank each item below utilizing the following sufficiency ranking system and add any comments to explain the ranking to the Comment Section of each SSMP Element:

- *Complies (C) – complies with all WDR objectives*
- *Substantially Complies (SC) – complies mostly with all WDR objectives*
- *Partially Complies (PC) – complies with basic WDR objectives*
- *Marginal Compliance (MC) – complies minimally with basic objectives of the WDR*
- *Does Not Comply – does not comply with WDR objectives*

Element 0 – Introduction/Executive Summary	
A. Sewer System Management Plan (SSMP)	**C**
B. Sanitary Sewer System Facilities	**C**
C. Definition, Acronyms and Abbreviations	**C**
D. Critical Supporting Documents	**C**
Element I – Goals	**Rating**
A. Are the goals stated in the SSMP Element I still appropriate and accurate?	**C**
Discussion: All goals stated in Element I are appropriate and accurate	
Element II – Organization	**Rating**
A. Is the List of Staff Responsible for SSMP Elements current?	**SC**
B. Is the Sanitary Sewer Overflow Responder List current?	**C**
C. Is the Organization Chart current?	**C**
D. Are the Staff position descriptions an accurate portrayal of staff responsibilities? Are the LRO and DSs properly identified in the position descriptions?	**C**

E. Is the Chain of Communication for Reporting and Responding to SSOs section/flow chart accurate and up to date?	C
Discussion: Director of Public Works & City Engineer contact information must be updated as well as phone numbers for Superintendent & Asset Specialist.	

Element III – Legal Authority	Rating
Does the SSMP contain current Critical Supporting Documents to the Palmdale Municipal Code documenting CITYs legal authority to:	
A. Prevent illicit discharges?	C
B. Require proper design and construction of sewers and connections?	C
C. Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the CITY?	C
D. Limit discharges of fats, oils, and grease?	C
E. Enforce any violation of its sewer ordinances?	C
F. Were any changes or modifications made in the past year to Sewer Ordinances, Regulations, or standards?	C
Discussion: No changes or modifications were made in the past year to sewer ordinances, regulations, or standards	

Element IV – Operations & Maintenance	
Collection System Maps	**Rating**
A. Does the SSMP reference the current process and procedures for maintaining CITY's wastewater collection system maps?	C
B. Are the wastewater collection system maps complete, current and sufficiently detailed?	C
C. Are storm drainage facilities of the City and County identified in the CITY service area on the collection system maps? If not, are SSO responders able to determine locations of storm drainage inlets and pipes for possible discharge to waters of the state?	C
Prioritized Preventive Maintenance	**Rating**
D. Does the SSMP describe current preventive maintenance activities and the system for prioritizing the cleaning of sewers?	C
E. Based upon information in the Annual SSO Report, are the CITYs preventive maintenance activities sufficient and effective in minimizing SSOs and blockages?	C
Scheduled Inspections and Condition Assessments	**Rating**

F. Is there an ongoing condition assessment program sufficient to develop a capital improvement plan addressing the proper management and protection of infrastructure assets? Are the current components of this program documented in the SSMP?	**C**
Contingency Equipment and Replacement Inventory	**Rating**
G. Does the SSMP list the major equipment currently used in the operation and maintenance of the collection system and documents the procedures of inventory management?	**SC**
H. Are contingency and replacement parts sufficient to respond to emergencies and properly conduct regular maintenance?	**C**
Training	**Rating**
I. Does the SSMP document current training expectations and programs for staff and contractors?	**C**
Outreach to Plumbers and Building Contractors	**Rating**
J. Does the SSMP document current outreach efforts to plumbers and building contractors?	**MC**
Discussion: Equipment inventory must be updated to include new & replaced equipment.	

Element V – Design and Performance Standards	Rating
A. Does the SSMP reference current design and construction standards for the installation for new sanitary sewer systems, pump stations and other appurtenances and for the rehabilitation and repair of existing sanitary sewer systems?	**C**
B. Does the SSMP document current procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and the rehabilitation and repair of existing sewer lines?	**C**
Discussion: All design, construction, and inspection standards are current and implemented.	

Element VI – Overflow and Emergency Response Plan	Rating
A. Does the CITY Sanitary Sewer Overflow Emergency Response Plan establish procedures for the emergency response, notification, and reporting of SSOs?	**C**
B. Are staff and contractor personnel appropriately trained on the procedures of the Sanitary Sewer Overflow Emergency Response Plan?	**C**
C. Considering SSO performance data, is the Sanitary Sewer Overflow Emergency Response Plan effective in handling SSOs in order to safeguard public health and the environment?	**C**

D.	Are all SSO and claims reporting forms current or do they require revisions or additions?	**C**
E.	Does all SSO event recordkeeping meet the SSS GWDR and MRP requirements? Are all SSO event files complete and certified in the CIWQS system?	**C**
F.	Is all information in the CIWQS system current, and correct? Have periodic reviews of the data been made during the year to assure compliance with SSS GWDR? Have all Technical Report and Water Quality Sampling requirements been met and uploaded to the CIWQS data management system?	**SC**
Discussion: Public Works Director will be added to CIWQS as a LRO.		

Element VII – Fats, Oils and Grease (FROG) Control Program		Rating
A.	Does the FROG Control Program include efforts to educate the public on proper handling and disposal of FROG?	**C**
B.	Does the FROG Control Program identify sections of the collection system subject to FROG blockages, establish a cleaning schedule and address source control measures to minimize these blockages?	**C**
C.	Are requirements for grease removal devices, best management practices (BMP), record keeping, and reporting established in the FROG Control Program?	**C**
D.	Does CITY have sufficient legal authority to implement and enforce the FROG Control Program?	**C**
E.	Is the current FROG program effective in minimizing blockages of sewer lines resulting from discharges of FROG to the system	**C**
F.	Was required training on SSMP and OERP completed and documented? Were field exercises with field staff on SSO volume estimation conducted and documented?	**C**
G.	Did all public improvement plans and specifications that could impact collection system operations include requirements for OERP training or were contractor OERP programs at least as stringent as the CITY OERP? Were regular items included in project meeting agendas to discuss emergency response procedures and communications?	**C**
Discussion: F.O.G. Control Program is currently in its twelve year and proving to be effective. Resulting in cooperation from F.S.E. and residents to decrease F.O.G. buildup and root intrusion.		

Element VIII – System Evaluation and Capacity Assurance Plan	Rating

A.	Does the CITY Sewer System Master Plan evaluate hydraulic deficiencies in the system, establish sufficient design criteria and recommend both short and long-term capacity enhancement and improvement projects?	**C**
B.	Does the CITY Capital Improvement Plan (CIP) establish a schedule of approximate completion dates for both short and long- term capacity improvements and is the schedule reviewed and updated to reflect current budgetary capabilities and activity completed?	**SC**

Discussion: C.I.P. schedule of completion dates must be updated.

In process of a Sanitary Sewer Master Plan update which includes a re-evaluation of hydraulic capacities.

Element IX – Monitoring, Measurement and Program Modifications		Rating
A.	Does the SSMP accurately portray the methods of tracking and reporting selected performance indicators?	**C**
B.	Is CITY able to sufficiently evaluate the effectiveness of the SSMP elements based on relevant information?	**C**
C.	Do the performance metrics properly support the Goals in Element 1?	**C**

Discussion: Monitoring, Measurement and Program Modifications which are implemented have been effective resulting in minimal SSS and "hot spot" callouts.

Element X – SSMP Audits		Rating
A.	Will the SSMP Audit be completed, reviewed, and filed in Appendix B based upon the required time intervals since the original SSMP adoption date?	**C**
B.	Was the last Audit Report certified by the CITY LRO as required?	**PC**
C.	Was the final Audit Report presented to the governing body at a publicly noticed meeting?	**PC**
D.	Was the last Audit Report placed in the SSMP Appendix and added to the Palmdale SSMP webpage.	**PC**

Discussion: Going forward Bi-Annual Audits will have an increased priority. Focusing on Certified Audit Reports, Public Meeting Notices and filing.

Element XI – Community Program		Rating
A.	Does CITY effectively communicate with the public and other agencies about the implementation of the SSMP and continue to address any feedback?	**SC**
B.	Did the CITY Board receive and review the Annual Sewer System Report?	**C**
C.	Was the annual report uploaded to the CITY Sewer Section website and added to Appendix C?	**PC**

D. Did staff conduct and document meetings with the satellite collection systems?	C
E. Are all agreements with satellite systems current or are changes necessary to these agreements?	C
Discussion: Previous Audit was uploaded to Palmdale website. Going forward Audits, Annual Reports & Change Log will be uploaded to Palmdale Website.	

Change Log	Rating
A. Is the SSMP Change Log current and up to date?	SC
Discussion: Documentation had been collected but was not added to SSMP Change Log.	

Audit Team:	**R. Saenz, R. Wagner, R. Roadhouse, L. Torres**	**Date:**	**11/2/2024**
Prepared By:	**Richard Saenz**	**Date:**	**11/19/2024**
Reviewed By:	**Bruce Roadhouse, Robert Wagner, L. Torres**	**Date:**	**1/6/2025**
Certified By:		**Date:**	
	Approved for Filing On	**Date:**	

Appendix D: Sewer System Management Plan Change Log

LOG OF SSMP CHANGES			
Date	**SSMP Element #**	**Description of Change / Revision Made**	**Person Authorizing Change**
4/5/23	Element IV-8	WDR classroom basic training with City of Lancaster	Wagner
5/21/23	Appendix D	Preliminary final SERP completed.	Wagner
6/5/23	Appendix D	Preliminary final SERP effective and replaces the old OERP.	Roadhouse
6/29/23	Element IV-8 and Element 6	SERP Classroom training conducted with City of Lancaster	Wagner
7/6/23	Appendix D	Updated the SERP Workbook for the new CIWQS reporting screens	Wagner
7/27/23	Element 6	Complete revision to reflect the new SERP requirements from the WDR and for the final SERP Narratives and Spill Workbook.	Wagner
8/16/23	Element 7	Revised Element 7 Title to Blockage Control Plan	Wagner
2/21/2024	Element IV-8 and Element XI	Local Wastewater Jurisdiction Bi-Annual Meeting	Saenz
2/27/2024	Element IV-8	Submitting Annual Sewer Report Training	Saenz
3/6/2024	Element IV-8	Sewer Spill, Emergency Preparedness Training	Saenz
4/19/2024	Element IV-8 and Element XI	LACSD Treatment Plant Tour and Training	Saenz
8/21/2024	Element XI	Local Wastewater Jurisdiction Bi-Annual Meeting	Saenz
9/18/2024	Element IV-8	Ron Scriven Training & Vendor Fair	Saenz
11/4/2024	Element IV-8	Arbor Environmental Annual Respiratory Fit Testing	Saenz

11/19/2024	Element X	SSMP Bi-Annual Audit & Information Update	Saenz

City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **1, 2, AND 4**

SUBJECT: **AWARD AND APPROVE AGREEMENT WITH GOLDEN WEST FENCE FOR LANDSCAPE MAINTENANCE DISTRICT (LMD) WROUGHT IRON FENCE REPLACEMENT SERVICES FOR A TOTAL NOT TO EXCEED AMOUNT OF $138,820 FOR A TERM OF 180 WORKING DAYS FROM THE DATE OF THE NOTICE TO PROCEED**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-9204 with Golden West Fence for LMD wrought iron fence replacement services for a total not to exceed amount of $138,820, which includes a contract amount of 126,200, plus a 10% contingency amount of $12,620; and,

2. Authorize the City Manager or her designee to execute Agreement No. A-9204 with Golden West Fence, including minimal and/or non-substantial changes.

BACKGROUND

The City's Landscape Maintenance Section maintains 482 acres of LMDs and general benefit landscapes, including 270 drainage basins.

The wrought iron fencing at the LMD drainage basins listed below has been in place for over 30 years and has suffered significant wear and tear from weather, deterioration, age, corrosion, and frequent vandalism. Many sections are damaged, unstable, or rusty, creating safety hazards and detracting from the overall appearance of the sites. Therefore, these locations require wrought iron replacement services.

Location	Wrought Iron Fence	Concrete Mow Curb
LMD 86/113 – 52nd St East and Monaco Ln	157 linear feet	110 linear feet
LMD 151 – Highland Ct and E Ave R-8	285 linear feet	260 linear feet
LMD 163 – 55th St East and Monaco Ln	148 linear feet	134 linear feet
LMD 260 – 39360 Summerwind Dr	200 linear feet	0 linear feet

DISCUSSION

On October 24, 2024, the City released Invitation for Bid (IFB) No. 25-002-3610 for LMD Wrought Iron Fence Replacement Services at the identified locations. Notification of the IFB release was sent electronically to registered vendors on PlanetBids, with 32 contractors downloading the IFB. The City also published the solicitation in the Antelope Valley Press. Six responsive proposals were received on December 5, 2024, and are summarized below:

Bidder	Location	Project Total
Golden West Fence	Nuevo, CA	$126,190
EverFence Corporation	Orange, CA	$149,260
Dash Construction Company, Inc.	Encino, CA	$184,700
Red Hawk Services Inc.	Perris, CA	$188,015
California Fencing, Inc.	Quartz Hill, CA	$252,170
Harris Steel Fence Co., Inc.	Los Angeles, CA	$476,868

Golden West Fence submitted the lowest responsible bid of the qualified proposals, with the total being 18% less than the next bid. Staff also confirmed Golden West Fence's reliability by checking references, all of which provided positive feedback about their past projects, noting they met or exceeded expectations with quality work.

The proposal from local vendor California Fencing, Inc. was significantly higher than the lowest bid and did not follow the itemization requested in the IFB's quotation form, making it partially incomplete.

This contract includes removing and disposing of the existing damaged wrought iron fence, installing approximately 790 linear feet of new 6-foot-tall wrought iron fencing (including posts, footings, and double access gates), applying a powder-coated black finish on all wrought iron materials to prevent corrosion and extend the fence's lifespan, and installing approximately 504 linear feet of concrete mow curbs.

Replacing the wrought iron fencing will allow the City to implement new engineering design standards, improving the functionality, structure, and security of each basin. These upgrades will enhance safety, aesthetics, reduce liabilities, and provide long-term infrastructure service life.

Based on the condition of the current fences, the cost-effectiveness of replacement, and the proposed improvements, it is recommended that the City Council approve the agreement.

FISCAL IMPACT

$138,820; Sufficient funds are budgeted in the Landscape Maintenance Detention Basin Maintenance and Repair account.

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:	Leonardo Torres, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Agrmt No. A-9204 with Golden West Fence

AGREEMENT NO. A- 9204
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND GOLDEN WEST FENCE

THIS CONTRACT (“Contract”) is made and entered into by and between City of Palmdale, a public entity ("City"), and GOLDEN WEST FENCE, a Corporation ("Contractor"). Contractor and City are collectively referred to herein as the “parties.” This Contract shall become effective on the date of the last signatory.

1 Scope of Work

Contractor shall complete the Project in accordance with this Contract. Contractor shall furnish all materials and perform all work required for the completion of the following Project:

Removal and replacement of approximately 790 linear feet of six-foot-tall wrought iron fencing including posts, footings, four (4) sets of double access gates, and the installation of approximately 504 linear feet of concrete mow curbing at the following locations:

1. LMD 86/113 - 52nd St East and Monaco Ln
--- Wrought iron fencing: 157 linear feet
--- Concrete mow curb: 110 linear feet

2. LMD 151 - Highland Ct and E Ave R-8
--- Wrought iron fencing: 285 linear feet
--- Concrete mow curb: 260 linear feet

3. LMD 163 - 55th St East and Monaco Ln
--- Wrought iron fencing: 148 linear feet
--- Concrete mow curb: 134 linear feet

4. LMD 260 - 39360 Summerwind Dr / Amargosa Creek
--- Wrought iron fencing: 200 linear feet

All wrought iron materials are to be powder coated the color black.

Project requirements and specifications as specifically set forth in Exhibit A Scope of Work and Exhibit B Site Images & Engineering Specifications attached hereto and made part herein by reference.

Contract shall include Project amount of $126,200, plus a 10% contingency amount of $12,620.

2 Standard Specifications

Standard Specifications for City projects are those contained in the 2021 Greenbook edition of the "Standard Specifications for Public Works Construction" (the "Greenbook"). Except as otherwise expressly provided herein, the Standard Specifications shall control the general provisions, construction materials, and construction methods for this Contract (except as amended by the Plans for the Project), the General Specifications for the Project, the Special Provisions for the Project, any technical specifications for the Project, and any other contract documents.

3 Compensation

City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of One Hundred Thirty-Eight Thousand Eight Hundred Twenty Dollars ($138820) for the construction of the Project. This amount shall cover all expenses for labor, materials, and any and all other costs incurred by Contractor to satisfactorily construct the Project. Unless otherwise provided in the bid documents or agreed upon by the parties, Contractor shall submit detailed, monthly invoices for work actually performed.

4 Completion Date

The construction of the Project shall commence upon Contractor being given a written notice to proceed, and shall be completed within 180 working days of said notice.

5 Payment and Performance Bonds; Guaranty

Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the Contract price for each year of the term of the contract. Contractor shall submit all bonds electronically through Surety 2000. Pursuant to the bid documents for this Project, the Contractor is required to provide a written guaranty of Contractor’s work. In furtherance thereof, Contractor shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

6 Licenses

At all times during the term of this Contract, Contractor shall possess a valid and current Class B Contractor's License **or Specialty Contractor License consisting of Class C-13 Fencing licensee** to perform the required work (“Work”). Contractor’s DIR registration number is 1001135322. Contractor hereby certifies that it holds the required license(s).

7 Subcontracting

Subject to any self-performance requirements herein, Contractor may subcontract any portion of the work required by this Contract to other persons or firms, and Contractor submitted with its bid a list of those subcontractors who will perform work in an amount in excess of one-half of one percent (1%) of the Contractor's total bid, in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code § 4100, et seq. Only such listed subcontractors may perform on this Project.

8 Non-Assignability

Neither this Contract nor any rights, title, interest, duties or obligations under this Contract may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9 Administration

This Contract will be administered by the Public Works Department of the City. The Director of Public Works or his or her designee shall be considered the Project Administrator and shall have the authority to act for the City under this Contract.

10 Indemnification

To the maximum extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City, its Board of Director, the City's officers, employees, agents, volunteers, and representatives ("Indemnitees") with respect to any and all claims, suits, actions, stop notices, liabilities and/or damages, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor pursuant to this Contract, and in connection with the Project.

11 Liability Insurance

11.1 Without limiting Contractor's indemnification of City, as described in paragraph 10, and unless modified by City, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers admitted to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better, which contain the coverage described below.

11.1.1 Commercial General Liability

- $2,000,000.00 limit on a per occurrence basis
- $5,000,000.00 general aggregate limit

11.1.2 Commercial Automobile Liability

– $2,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

11.1.3 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

11.2 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.

11.3 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.

11.4 Said Certificates of Insurance shall provide that thirty (30) days' prior written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

11.5 The required policies of insurance shall be endorsed to waive all rights of subrogation. Contractors waives all rights of subrogation.

11.6 Acceptable Proof of Insurance:

A. 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.

B. 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.

C. *When pollution/environmental liability coverage is provided on a “claims made basis”, CONTRACTOR will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR, or its officers, employees, or agents during the time this Agreement was in effect.

11.7 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.

11.8 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.

11.9 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.

11.10 CONTRACTOR shall require any and all subcontractors 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 CONTRACTOR shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 11 will not be impacted and/or limited by such deviation.

12 State Labor Code

12.1 This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

12.2 This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

12.3 Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

12.4 Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

12.5 Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

12.6 Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

12.7 Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and

duplication procedures and certain notices required of the Contractor pertaining to their location.

12.8 Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

12.9 Eight hours labor constitutes a legal day's work, as set forth in Labor Code

Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

13 Antitrust Claims

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

14 Trenching and Excavations

Pursuant to Public Contract Code Section 7104, if the Project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

14.1 Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

14.2 Subsurface or latent physical conditions at the site differing from those indicated; and/or

14.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

14.4 As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars ($25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

15 Location of Existing Elements

Pursuant to Government Code Sections 4216 to 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

16 Third Party Claims

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The City shall timely notify Contractor of the receipt of any third-party claim relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

17 Non-Collusion

Contractor hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest or on behalf of any person or business not herein named. Contractor further certifies that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and Contractor has not in any manner sought by collusion to secure itself an advantage over any other bidder. Contractor also affirms that it has signed and submitted with its bid to the City a Non-collusion Declaration as required by Public Contract Code Section 7106.

18 Conflicts of Interest

Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Contract.

19 Audit

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, pursuant to Government Code Section 8546.7, if this Contract involves the expenditure of public funds in excess of ten thousand dollars ($10,000), Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Contract.

20 Substitute Security

Pursuant to Public Contract Code Section 22300, the substitution of securities for any moneys withheld by the City to ensure performance under a contract is permitted, except where financing will be provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 *et seq*.) or where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

Alternatively, Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms

provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section.

Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by the City, then the subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and its subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor. No Contractor shall require any subcontractor to waive any provision of this paragraph.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

21 Claims Dispute Resolution

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code

Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of "claim" as individually defined therein.

22 Non-discrimination and Equal Employment Opportunity

22.1 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 including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status. 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 including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status . 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.

22.2 The provisions of subsection 16.1 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.

23 Integration

This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for City and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract will be effective

only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties.

24 Governing Law

This Contract will be governed by and construed in accordance with the laws of the State of California without reference to change of venue laws. Any legal action in which enforcement of the terms and conditions of this Contract is requested, or in which it is alleged that a breach of this Contract has taken place, shall be filed and prosecuted in the County of Los Angeles, California.

25 Successors and Assigns

The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

26 Exhibits

The exhibits and attachments referenced in this Contract are attached hereto and incorporated herein by this reference as though set forth in full in the Contract.

27 Authority to Sign

The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of the Contractor and have the authority to bind Contractor to the construction of the Project.

28 Time is of the Essence

Time is of the essence in every provision of this Agreement in which time to perform is a factor.

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

SIGNATURE AREA

Ronda Perez Date
City Manager

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
39110 3rd Street East
Palmdale, CA 93550

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

GOLDEN WEST FENCE

SIGNATURE AREA

Daniel Martinez Date
CEO/President

ADDRESS FOR NOTICE:
GOLDEN WEST FENCE
20741 Hansen Ave
Nuevo, CA 92567

ATTEST: If Corporation

SIGNATURE AREA

Secretary

[Signatures of contractor on bond(s) must be notarized. Obtain two corporate signatures if contractor is a corporation.]

---------- INTERNAL USE ONLY ----------

□Certificate(s) and Endorsement(s) attached
□Confirmed business name on contract with certificate(s)
□Attached notarized bond(s), Worker's Compensation Certificate, and Guaranty
□Attached Agreement Checklist and met all requirements

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

The removal and replacement of approximately 790 linear feet of six-foot-tall wrought iron fencing including posts, footings, four (4) sets of double access gates, and the installation of approximately 504 linear feet of concrete mow curbing at the following locations:

Location(s)	Wrought Iron Fencing	Concrete Mow Curb
1. LMD 86/113 Located at 52nd St East and Monaco Ln.	**157 linear feet**	**110 linear feet**
2. LMD 151 Located at Highland Ct. and E Ave. R-8	**285 linear feet**	**260 linear feet**
3. LMD 163 Located at 55th St East and Monaco Ln.	**148 linear feet**	**134 linear feet**
4. LMD 260 Located at 39360 Summerwind Dr.	**200 linear feet**	
TOTAL	**790 linear feet**	**504 linear feet**

All wrought iron materials are to be powder coated the color black.

Project requirements and specifications are as follows:

- CONTRACTOR shall coordinate a pre job meeting at the project site with the Landscape Superintendent or appointed designee at least five working days prior to commencing any work under the terms of this agreement.
- CONTRACTOR shall contact DIG ALERT, secure a DIG ALERT ticket, and verify all underground utility markings prior to beginning any excavation.
- CONTRACTOR shall secure a "No Fee" encroachment permit from the City of Palmdale Engineering Department.
- CONTRACTOR shall cover and make safe all excavations prior to leaving the project site. NO EXCAVATIONS MAY BE LEFT OPEN OVERNIGHT!
- CONTRACTOR shall be responsible for securing project site with temporary fencing and/or caution tape and barricades.
- CONTRACTOR will be responsible for any/all damages to any/all private and/or City infrastructure, underground or overhead utilities, and/or any structure, fixture, improvement, and/or appurtenance caused by Contractor and/or resulting from Contractor's performance of work.
- CONTRACTOR shall be responsible for design and implementation of all traffic control and safety delineation required at the project site as per the California Manual on Uniform Traffic Control Devices latest revision. **Note: Traffic Control Plans, prepared, signed, and stamped by registered Traffic Engineer or Civil Engineer, on 24" X 36" sheets, shall be submitted to the City Traffic Engineer for approval when any of the following conditions apply.**
    - Moving traffic over the striped center line.
    - Reducing the number of travel lanes in a direction by more than one lane.
    - Any road closure (one or two way) or flagger/pilot car operation.
    - Any work performed within 250 feet of a traffic signal.
- CONTRACTOR shall perform and complete all work in full compliance with all applicable Local, State, and Federal safety regulations and requirements, including but not limited to, State of California Division of Occupational Safety and Health (CalOSHA) General Industry Safety Orders and Construction Industry Safety Orders. Payment for performing all work

necessary to provide safety measures shall be included in the prices bid for other items of work except where separate bid items for excavation safety are provided or required by law.

- CONTRACTOR shall provide all materials and shall properly dispose of all debris resulting from the execution of this project at no additional expense to the City.
- CONTRACTOR shall remove and dispose of approximately 790 linear feet of 6-foot-tall wrought iron fencing including the posts and footings at three locations. Refer to **Site Images No. 1 – 17 in Exhibit B** of this Agreement. Images are broken down by location.
    - Location 1: Images 01 – 05 (1.A – 1.E = 5 images)
    - Location 2: Images 06 – 08 (2.A – 2.C = 3 images)
    - Location 3: Images 09 – 11 (3.A – 3.C = 3 images)
    - Location 4: Images 12 – 17 (4.A – 4.F = 6 images)
- CONTRACTOR shall locate new fencing and (3) sets of double wide gates in the same location as the original fencing and gates.
- CONTRACTOR shall excavate new footings for posts and concrete mow curbing in accordance with the **Engineering Specifications No. 1, No. 2, and No. 3 in Exhibit B** of this Agreement.
- CONTRACTOR shall contact the Landscape Superintendent or appointed designee for footing inspection prior to setting new fence posts.
- CONTRACTOR shall excavate, form, and pour concrete mow curbing after new fence posts are set and prior to the installation of wrought iron fence panels.
- CONTRACTOR shall set new posts and construct approximately 790 linear feet of 6-foot-tall wrought iron fencing including (2) sets of double access gates at each LMD basin. All fencing, posts, gates, and 504 linear feet of concrete mow curbing shall be constructed in accordance with the **Engineering Specifications No. 1, No. 2, No. 3, No. 4, and No. 5 in Exhibit B** of this Agreement except where gates will require wider openings.
- CONTRACTOR shall powder coat all wrought iron materials including fence posts, panels, and gates the color black.
- At the completion of the project, CONTRACTOR shall be responsible for removing all trash and debris, backfill all holes and grade area to original elevation.
- Upon final completion of any work performed under this agreement, CONTRACTOR shall schedule a final inspection with the Landscape Superintendent or appointed designee.

Other Requirements

If the products or materials or the delivery fail in any respect to conform to the specifications stated in the purchase order contract the CITY may (a) reject the whole (b) accept the whole or (c) accept any commercial unit or units and reject the rest.

Warranty. All equipment, materials and/or products must be new. All materials and labor provided or installed by the Contractor shall be warranted for a minimum period of one year from the completion date of installation.

Failure to Meet Guarantees. Should the test of any material, apparatus, or equipment show that it does not meet the guarantees and requirements of the Specifications, the Contractor shall at once proceed to furnish such new parts as may be necessary to meet requirements. All expenses of furnishing and installing new parts, or alteration to existing parts, and of test made necessary by such failure to meet the guarantees and other requirements of the Specifications, shall be borne by the Contractor.

EXHIBIT B
SITE IMAGES AND ENGINEERING SPECIFICATIONS

SITE IMAGES

Location #1: LMD 86/113 – Detention Basin at 52nd St East and Monaco Ln.

Removal and replacement of 157 linear feet of six-foot-tall wrought iron fencing including posts, footings, and (2) 7-foot-wide double access gates including the installation of 110 linear ft of concrete mow curbing.

IMAGE NO. 1 (1.A)

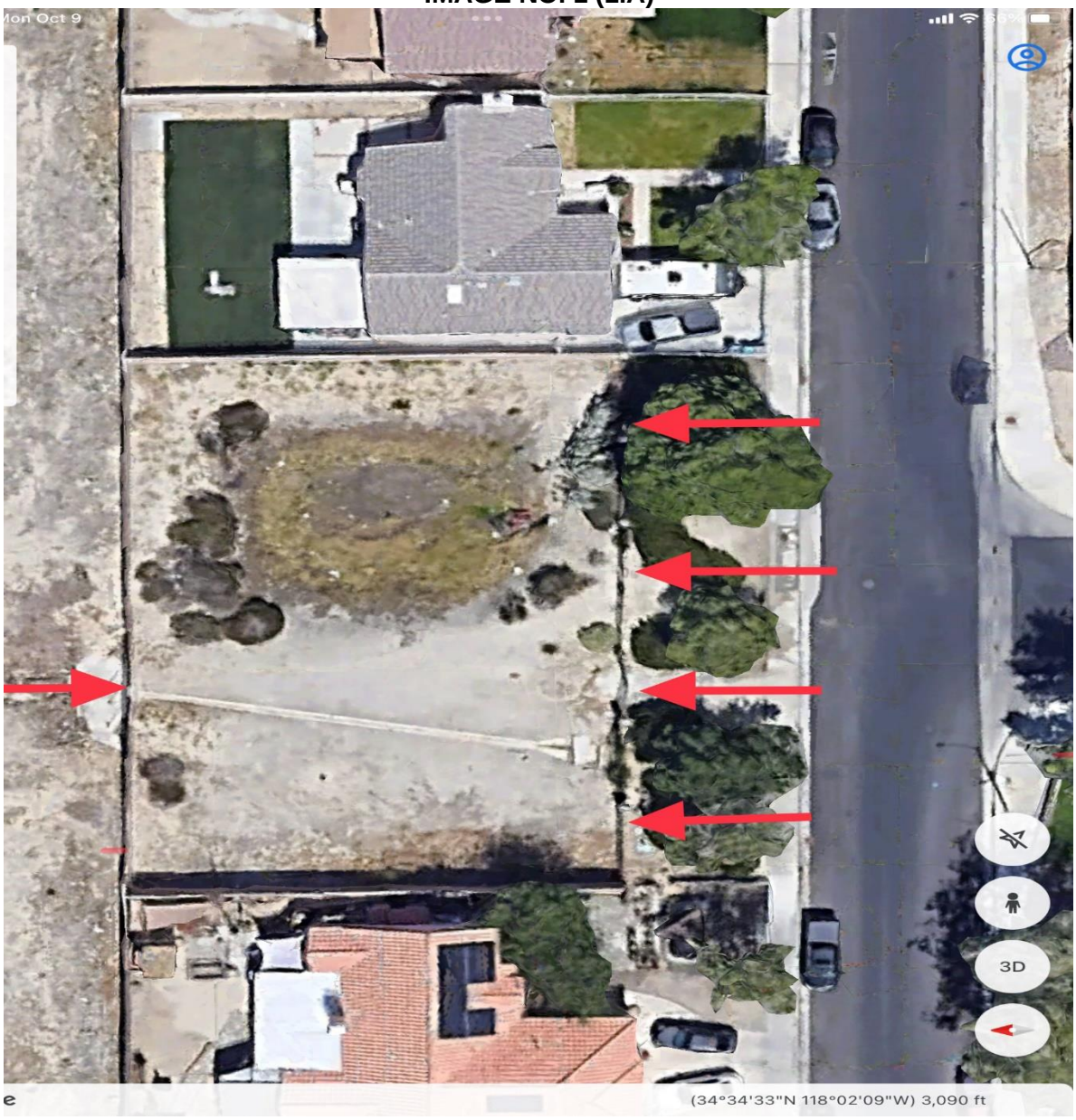


IMAGE NO. 2 (1.B)

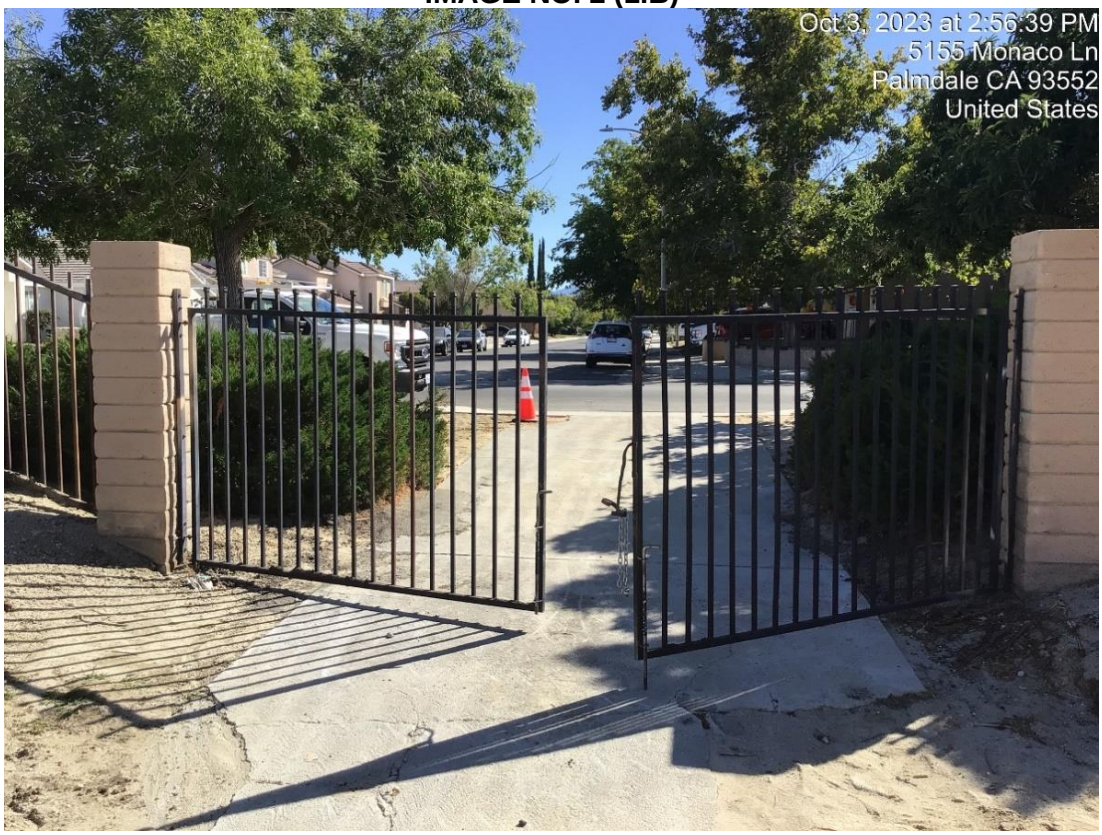


IMAGE NO. 3 (1.C)

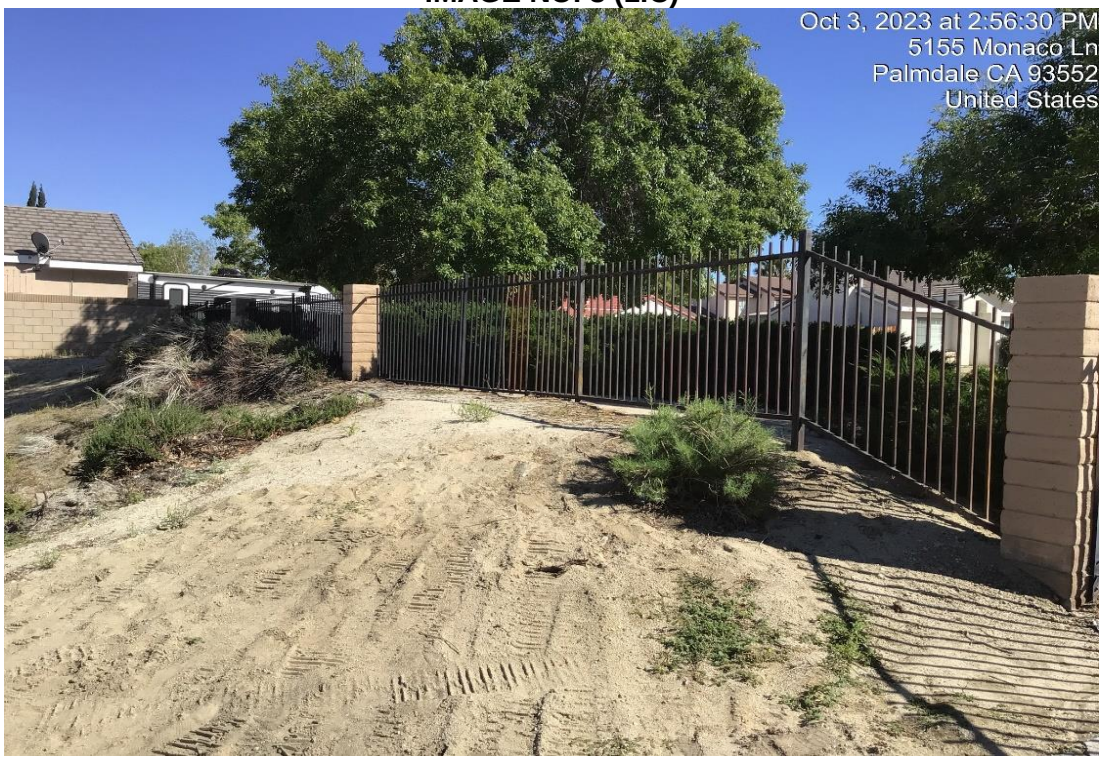
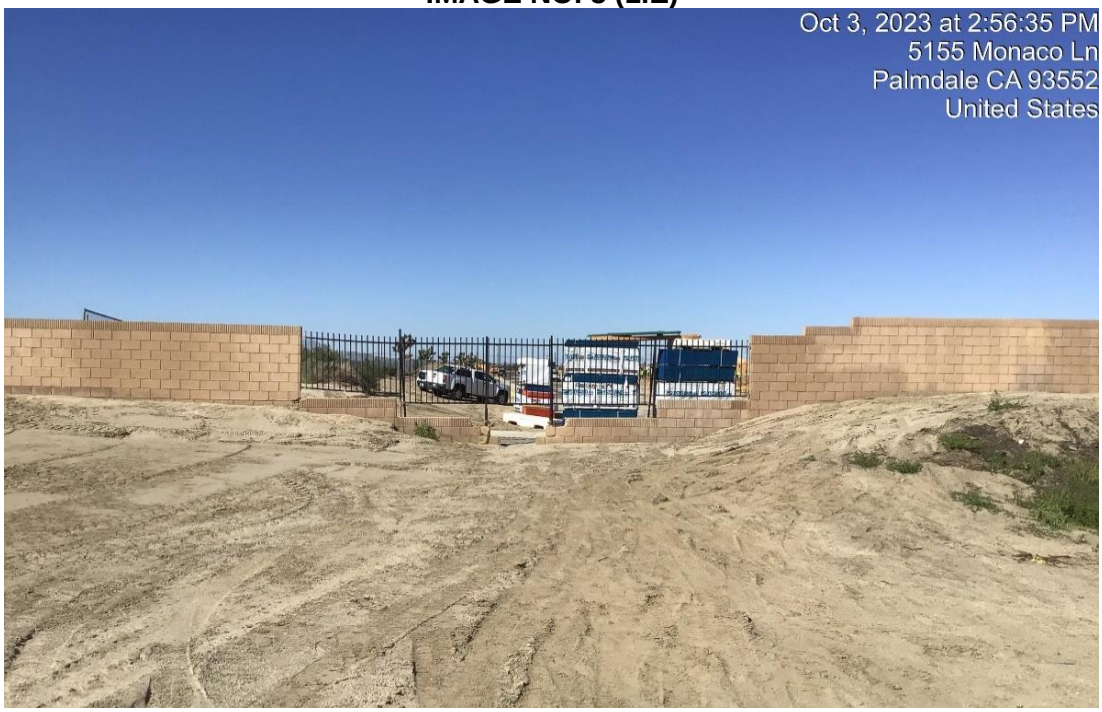


IMAGE NO. 4 (1.D)



IMAGE NO. 5 (1.E)



Location #2: LMD 151 – Detention Basin at Highland Ct. and E. Avenue R-8

Removal and replacement of 285 linear feet of six-foot-tall wrought iron fencing including posts, footings, and (2) 7-foot-wide double access gates including the installation of 260 linear ft of concrete mow curbing.

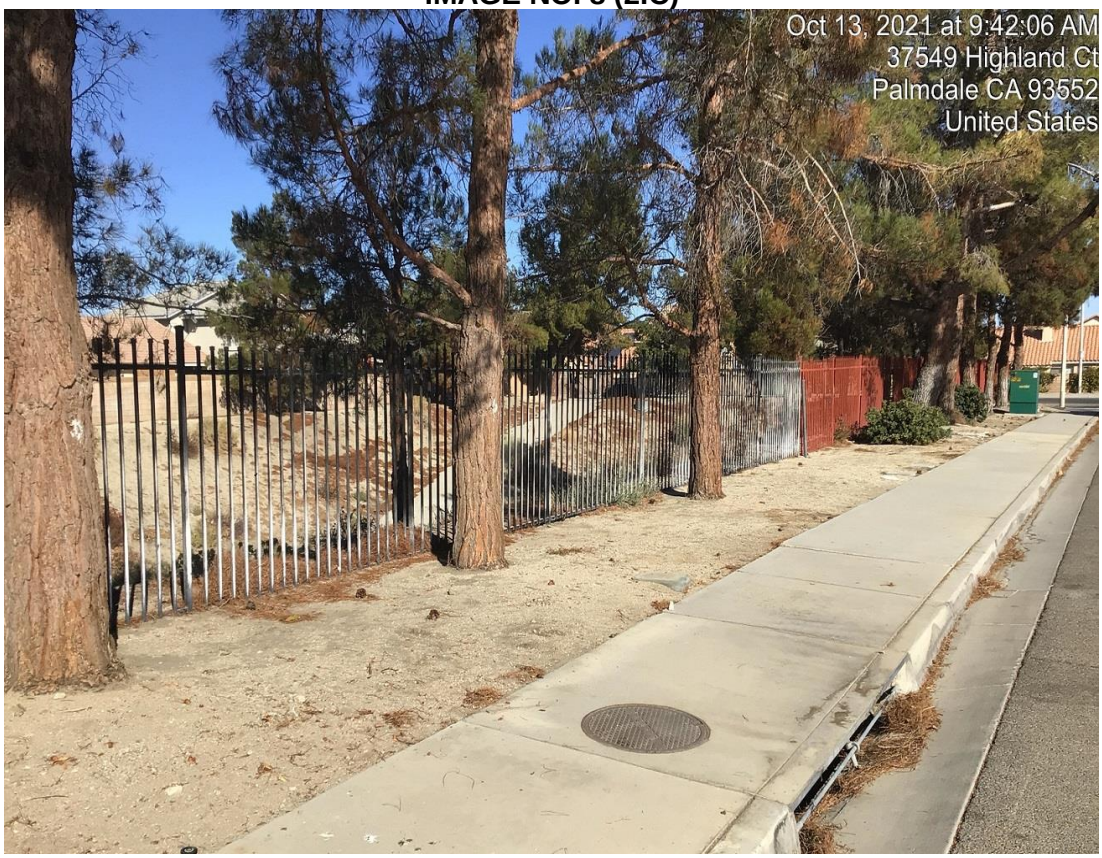
IMAGE NO. 6 (2.A)



IMAGE NO. 7 (2.B)



IMAGE NO. 8 (2.C)



Location #3: LMD 163 – Detention Basin at 55th St East and Monaco Ln.

Removal and replacement of 148 linear feet of six-foot-tall wrought iron fencing including posts, footings, and (2) 7-foot-wide double access gates including the installation of 134 linear ft of concrete mow curbing.

IMAGE NO. 9 (3.A)

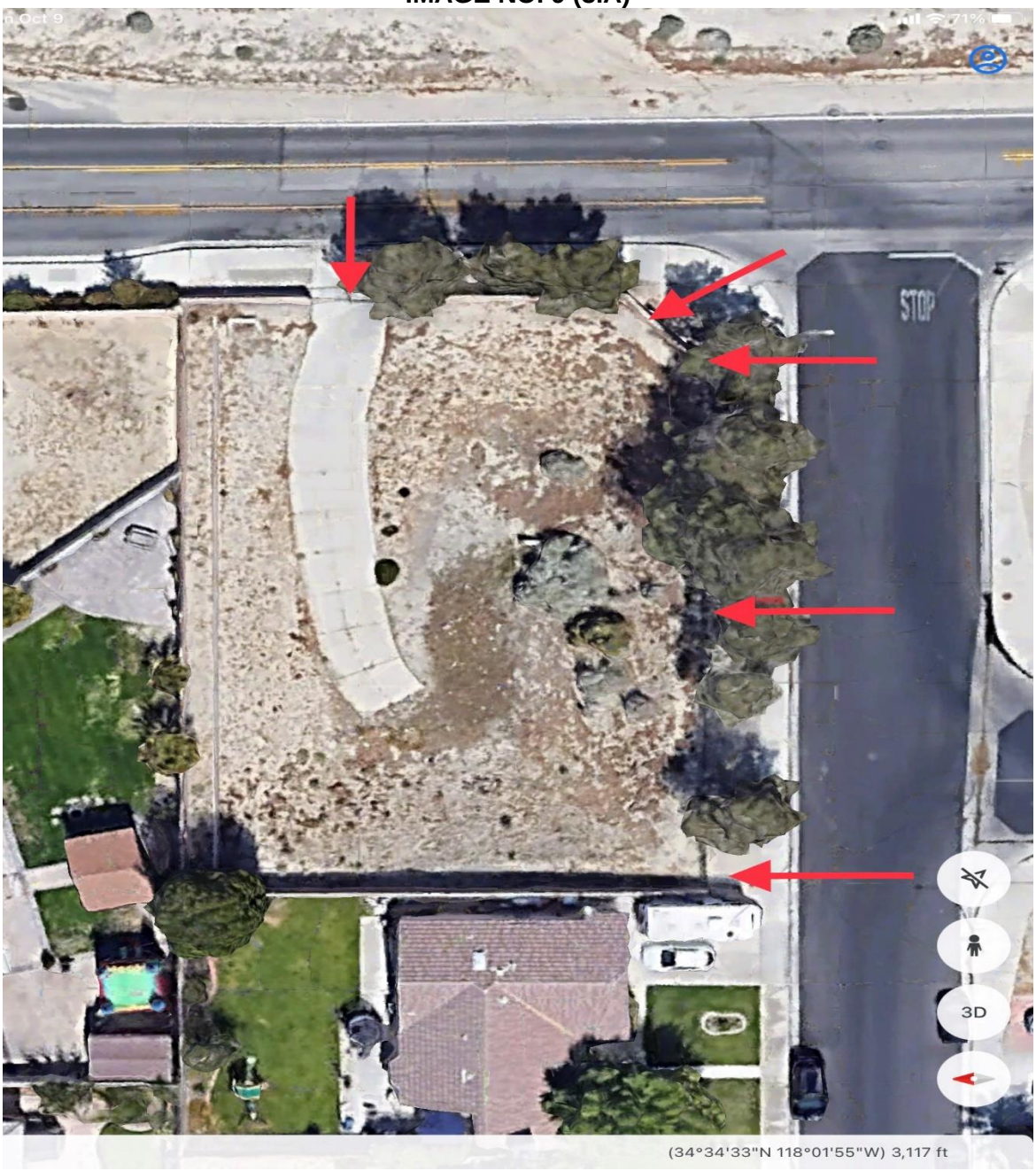
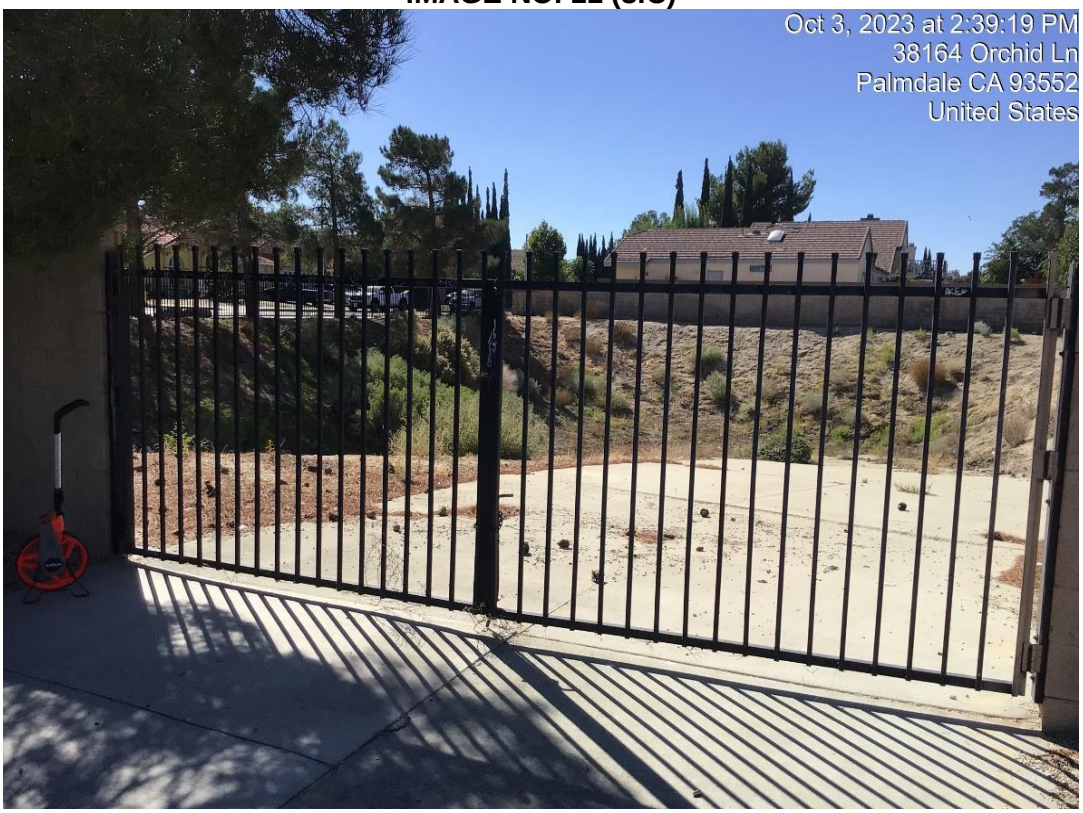


IMAGE NO. 10 (3.B)



IMAGE NO. 11 (3.C)



Location #4: LMD 260 – 39360 Summerwind Dr.

Removal and replacement of 200 linear feet of six-foot-tall wrought iron fencing including posts, footings, and (2) 10-foot-wide double access gates.

IMAGE NO. 12 (4.A)



IMAGE NO. 13 (4.B)

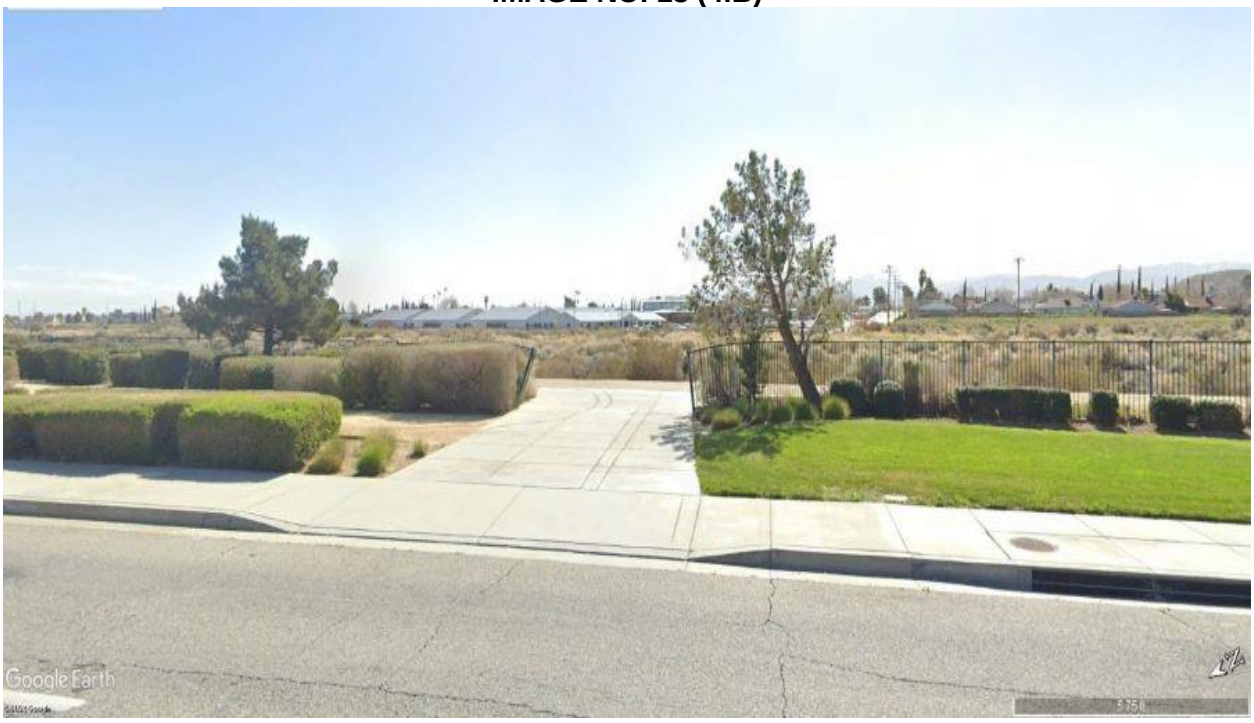


IMAGE NO. 14 (4.C)

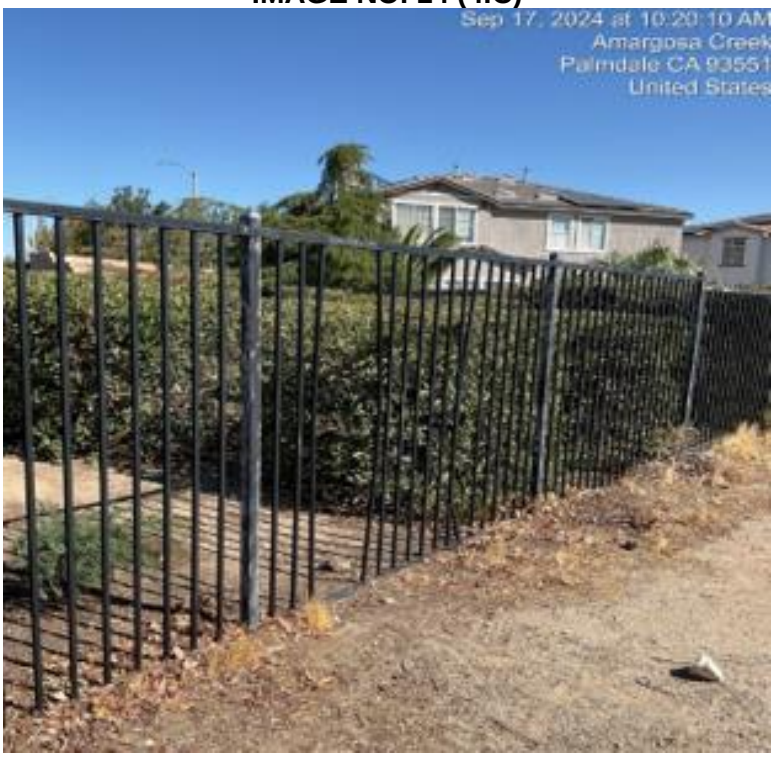


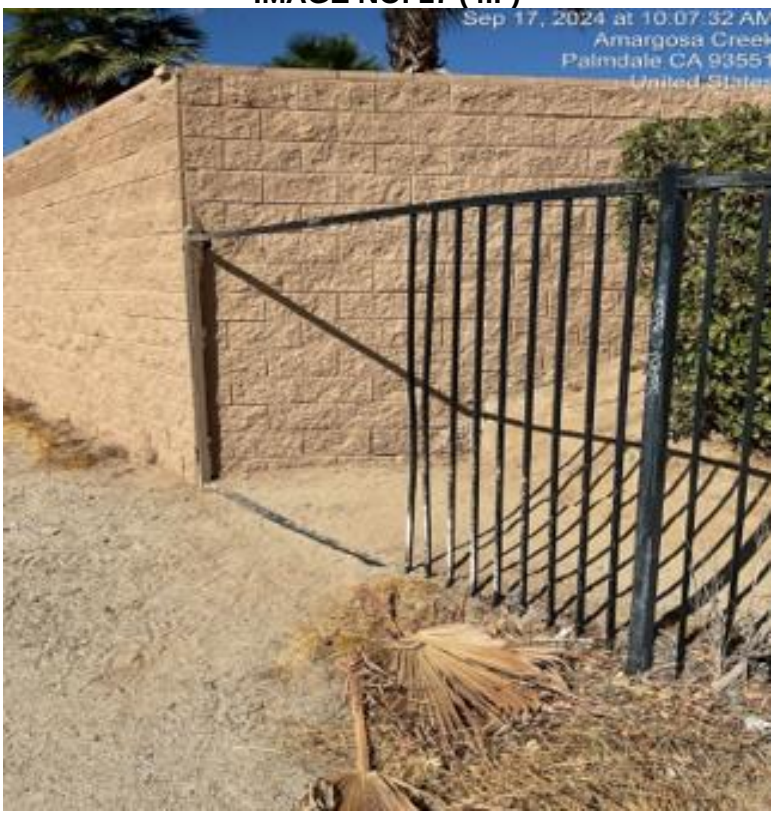
IMAGE NO. 15 (4.D)



IMAGE NO. 16 (4.E)

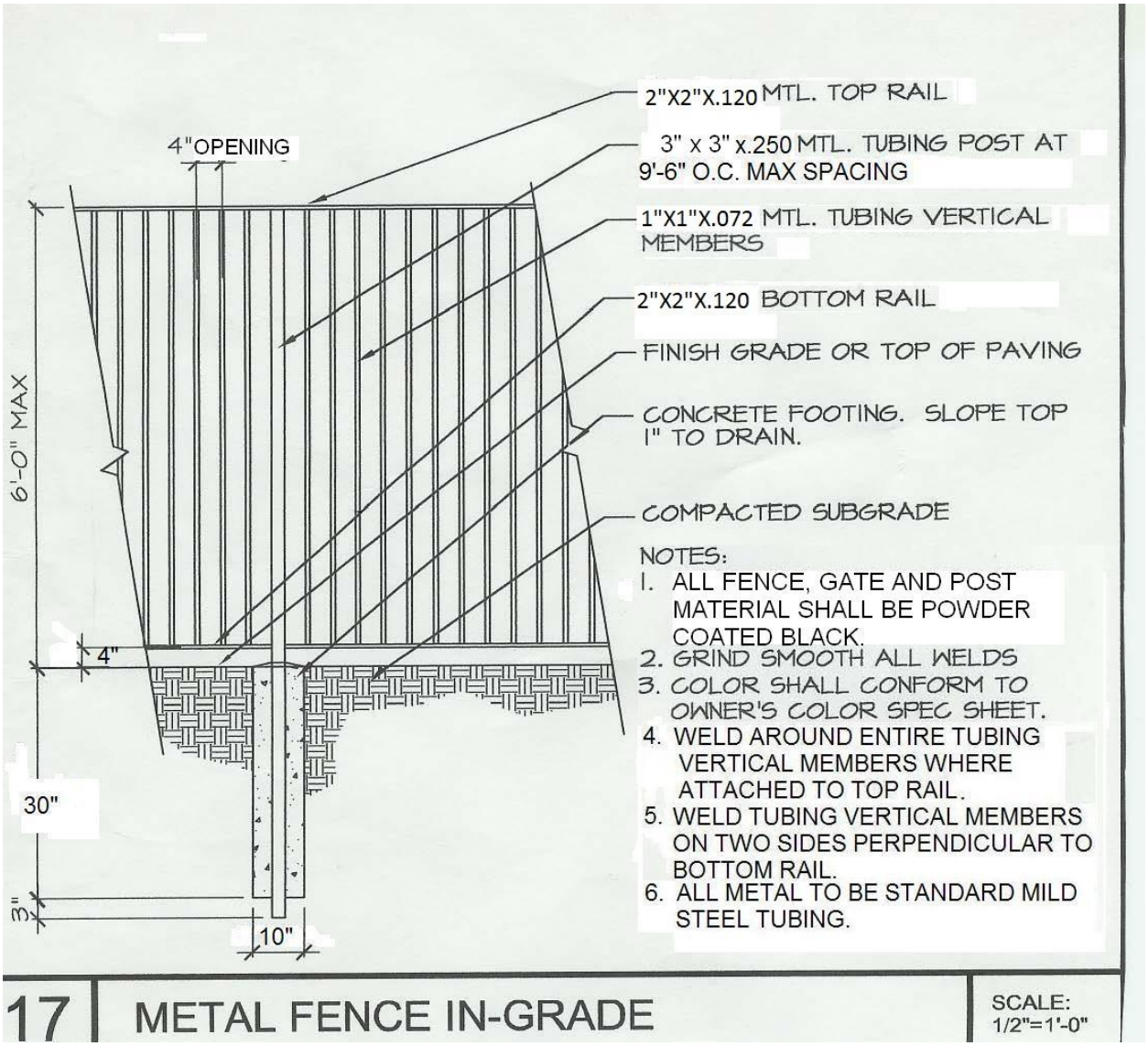


IMAGE NO. 17 (4.F)

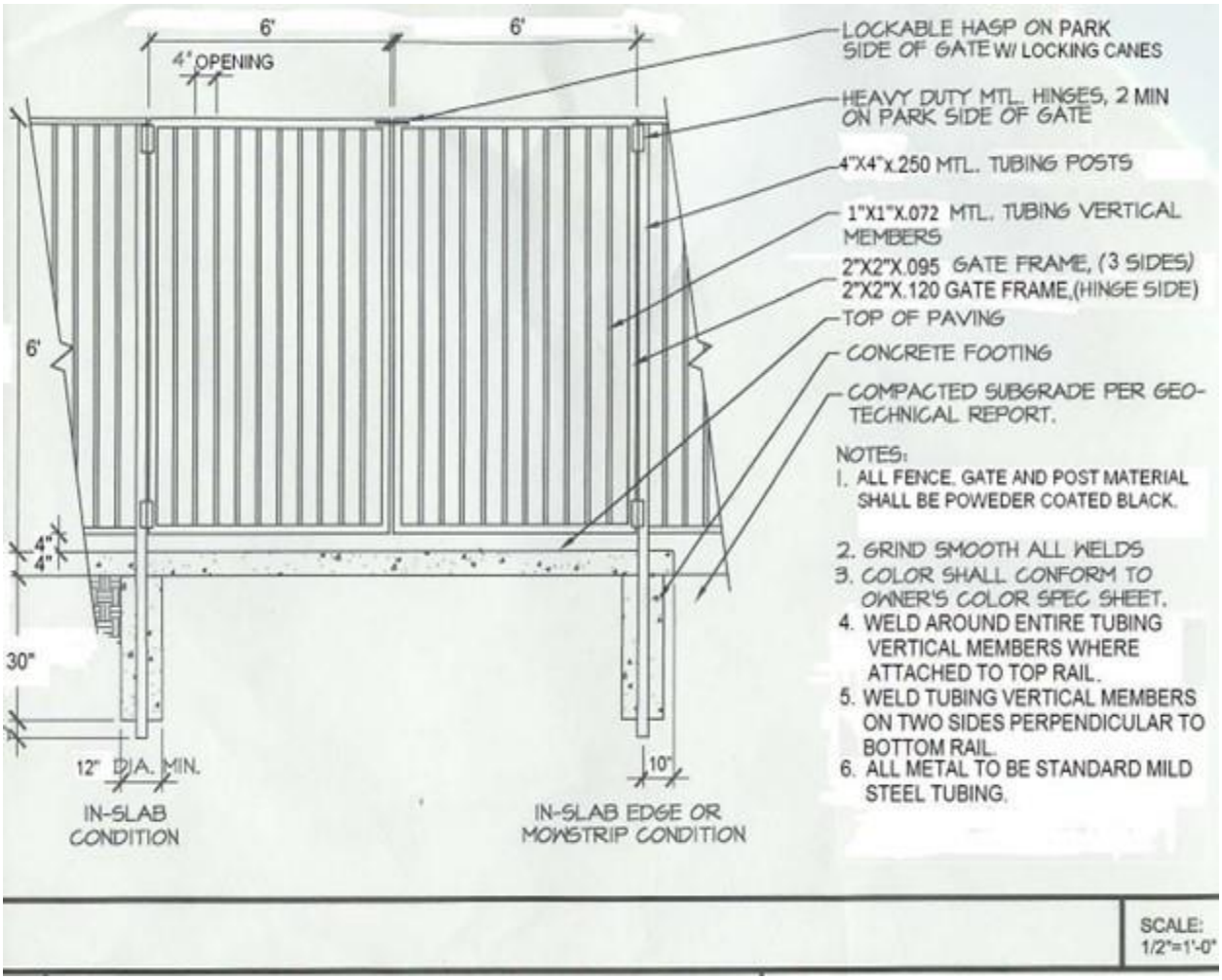


ENGINEERING SPECIFICATIONS

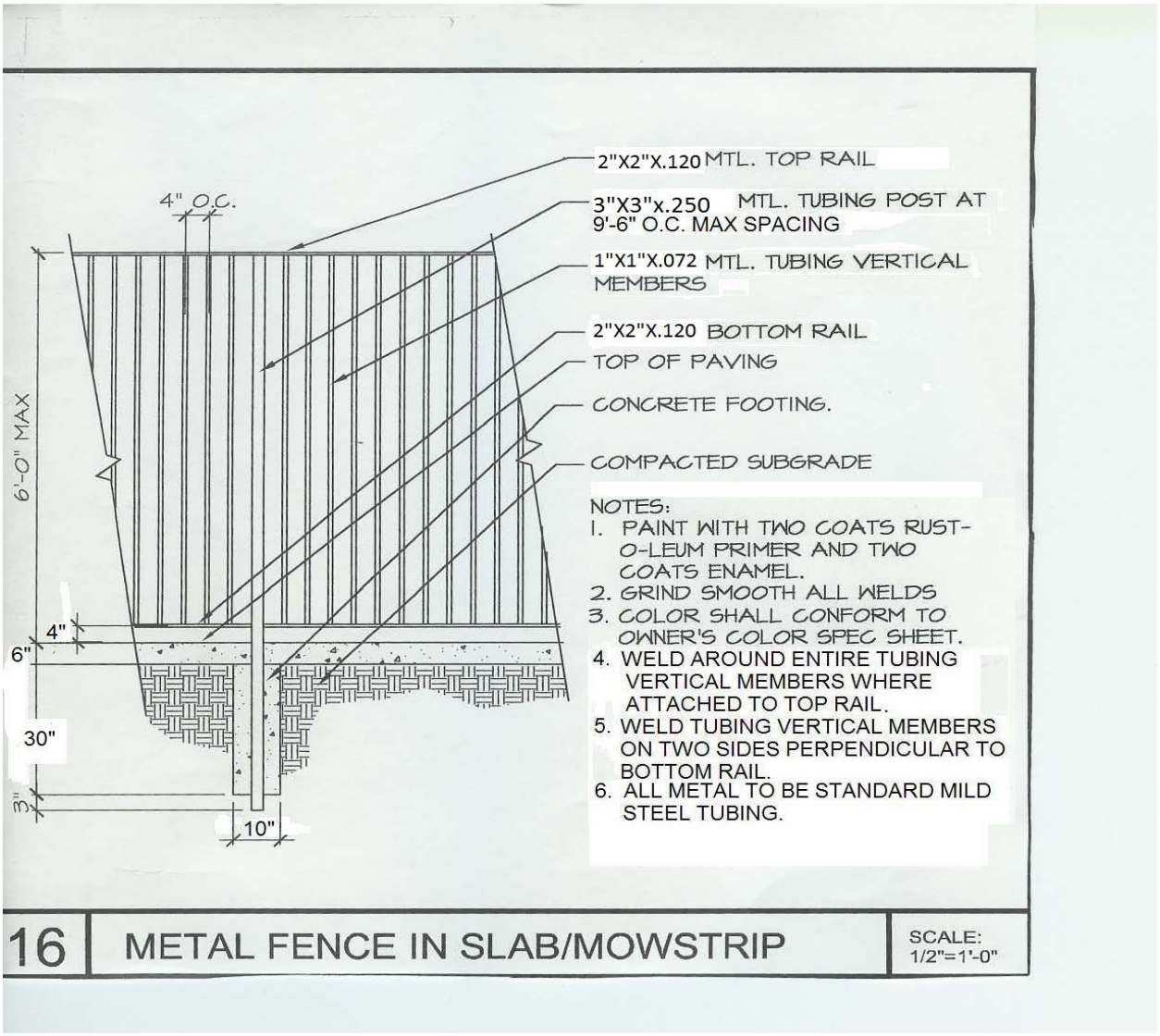
SPECIFICATION NO. 1



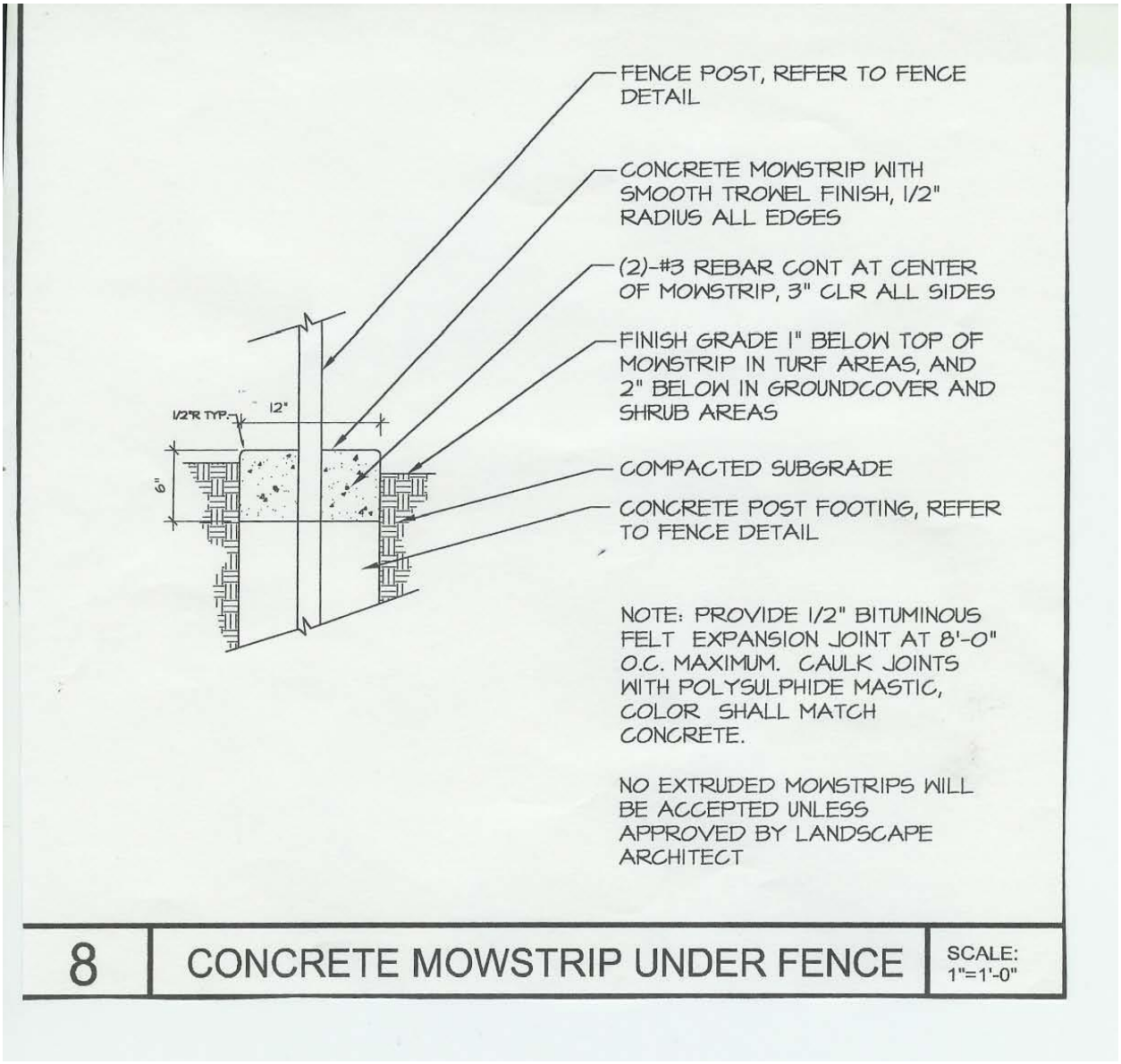
SPECIFICATION NO. 2



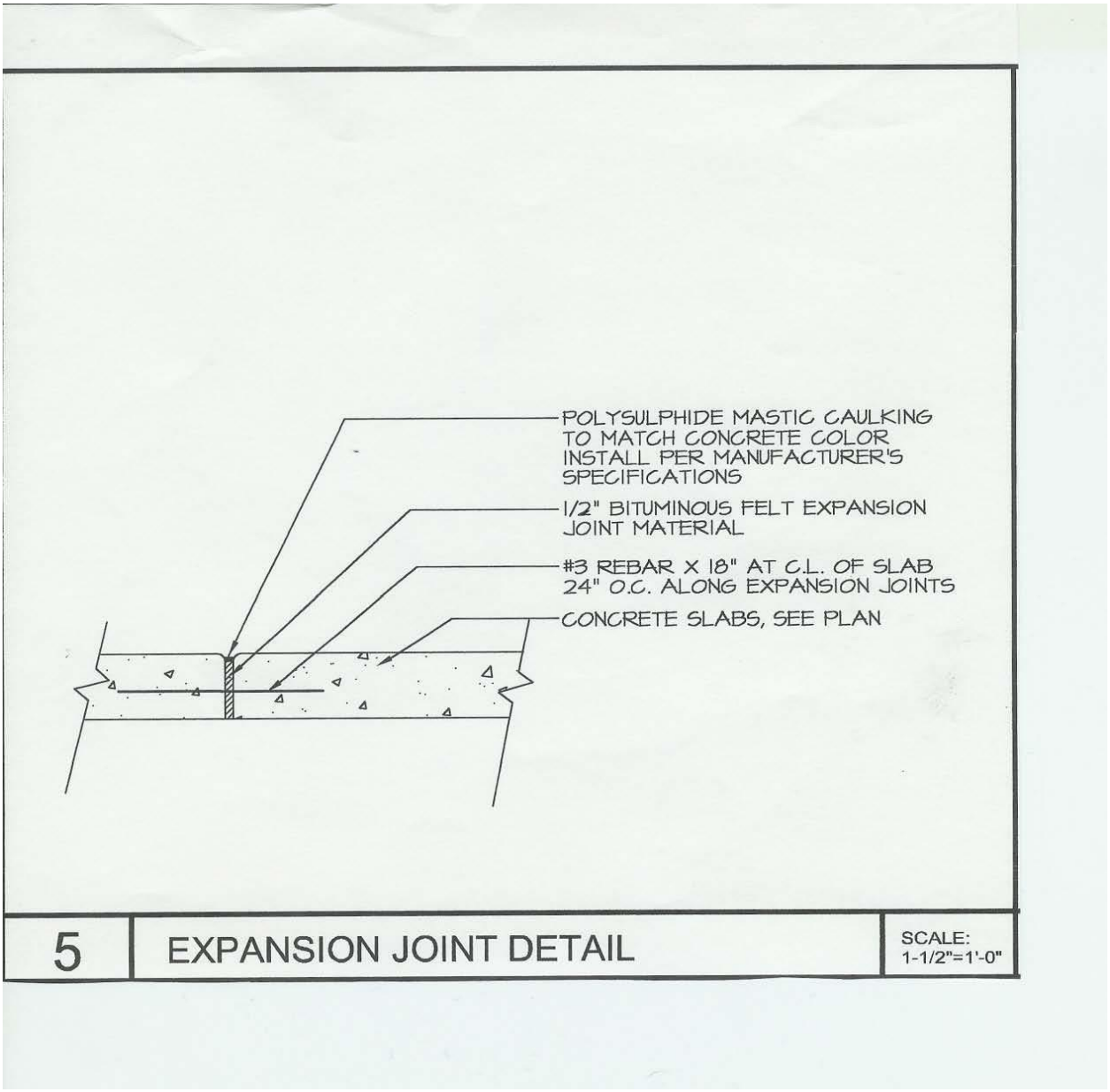
SPECIFICATION NO. 3



SPECIFICATION NO. 4



SPECIFICATION NO. 5



GUARANTY

In accordance with the terms of the Contract between City of Palmdale, ("City") and the undersigned, under which contract the undersigned shall complete work as described in the Contract documents, the following guarantee of said work is hereby made.

Should any of the items installed pursuant to said Contract, prove defective or should the item as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the said item or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one (1) year after date on which the work is accepted by the City, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within thirty (30) days after the receipt of demand from the City. In the event repairs are not made within thirty (30) days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other Contractor. The undersigned agrees to reimburse the City, upon demand, of its expenses incurred in restoring said items to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the City, to replace any such equipment and repair said items completely without cost to the City so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the City; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the City, upon demand, expenses incurred.

Said items will be deemed defective within the meaning of this Guaranty in the event that they fail to operate as originally intended thereof and in accordance with the plans and specifications included in said contract. The Faithful Performance Bond for this project shall remain in full force and effect for the entire guarantee period as required in the specifications and contract documents.

David Mason 1/22/2025

Signature Date

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, and all amendments thereto, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Palmdale prior to performing any work on the contract:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

GOLDEN WEST FENCE
Contractor

By DANIEL MARTINEZ
Print Name

Daniel Martinez
Signature

CEO/PRESIDENT
Title

01/22/2025
Date

Section 3700 of the State Labor Code reads as follows:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **2**

SUBJECT: **NOTICE OF COMPLETION (NOC) – ACCEPT PUBLIC STREETS, SEWER, AND DRAINAGE IMPROVEMENTS FOR TRACT 54058-04 LOCATED AT 20TH STREET WEST AND AVENUE P-8**

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the NOC for completed public streets, sewer, and drainage improvements for Tract 54058-04 located at 20th Street West & Avenue P-8; and,

2. Authorize the City Manager or her designee to file an NOC and release the security for the completed public streets, sewer, and drainage improvements.

BACKGROUND

This project, located on 20th Street West & Avenue P-8, constructed public streets, sewer, and drainage improvements within Tract 54058-04 and the existing City's right-of-way. Improvements included 40 streetlights, 9,430 linear feet of public streets, two catch basins, and 3,795 linear feet of sewer system. The public improvements have been installed according to the approved construction plan and have been inspected and approved by City Public Works inspection staff.

The public improvements have been installed according to the approved construction plan and have been inspected and approved by City Public Works inspection staff.

DISCUSSION

The NOC is being presented in accordance with Section 16.110.060 of the Palmdale Municipal Code. This action will officially accept the public streets, sewer, and drainage improvements as complete and initiate the process of releasing the applicable securities posted for this project, as outlined in the City's subdivision regulations.

The required public streets, sewer, and drainage improvements for the project are detailed in Exhibit A and shown in Exhibit B and have been completed to the City Engineer's satisfaction as per the Subdivision/Development Improvement Agreement between the developer and the City. After the developer fulfills a one-year maintenance period, the improvements within Tract 54058-04 will be transferred from the developer to the City.

FISCAL IMPACT

$28,100; The estimated additional maintenance and administrative costs are $28,100 annually. Maintenance for the sewer system and street lighting will be funded through proportional contributions from both the annual Sewer Collection Service Charge and Streetlight Maintenance District. Funds for managing and maintaining the storm drain and street assets are allocated annually in the Street Maintenance budget.

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:	Leonardo Torres, Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS
NOC
Exh A List of Completed Public Improvements
Exh B Site Map Location
Site Photo

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 is 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: **Streets, Sewer and Drainage Improvements-TR54058-04.**
5. A work of improvement on the property hereinafter described was completed on **January 6, 2025.**
6. The work done was: "**Streets, Sewer and Drainage Improvements-TR54058-04**",
7. The name of the Contractor for such work of improvement: **AVTwo Homes, LLC.**
8. The property on which said work of improvement was completed is in the City of Palmdale, County of Los Angeles, State of California, and is described as follows: **20th Street West and Avenue P-8.**
9. The address of said property is: **Tract 54058-04.**

Dated: **February 18, 2025**

CITY OF PALMDALE

Hamed Hashemian, City Engineer

VERIFICATION

I, the undersigned, say: I am the City Engineer, 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.

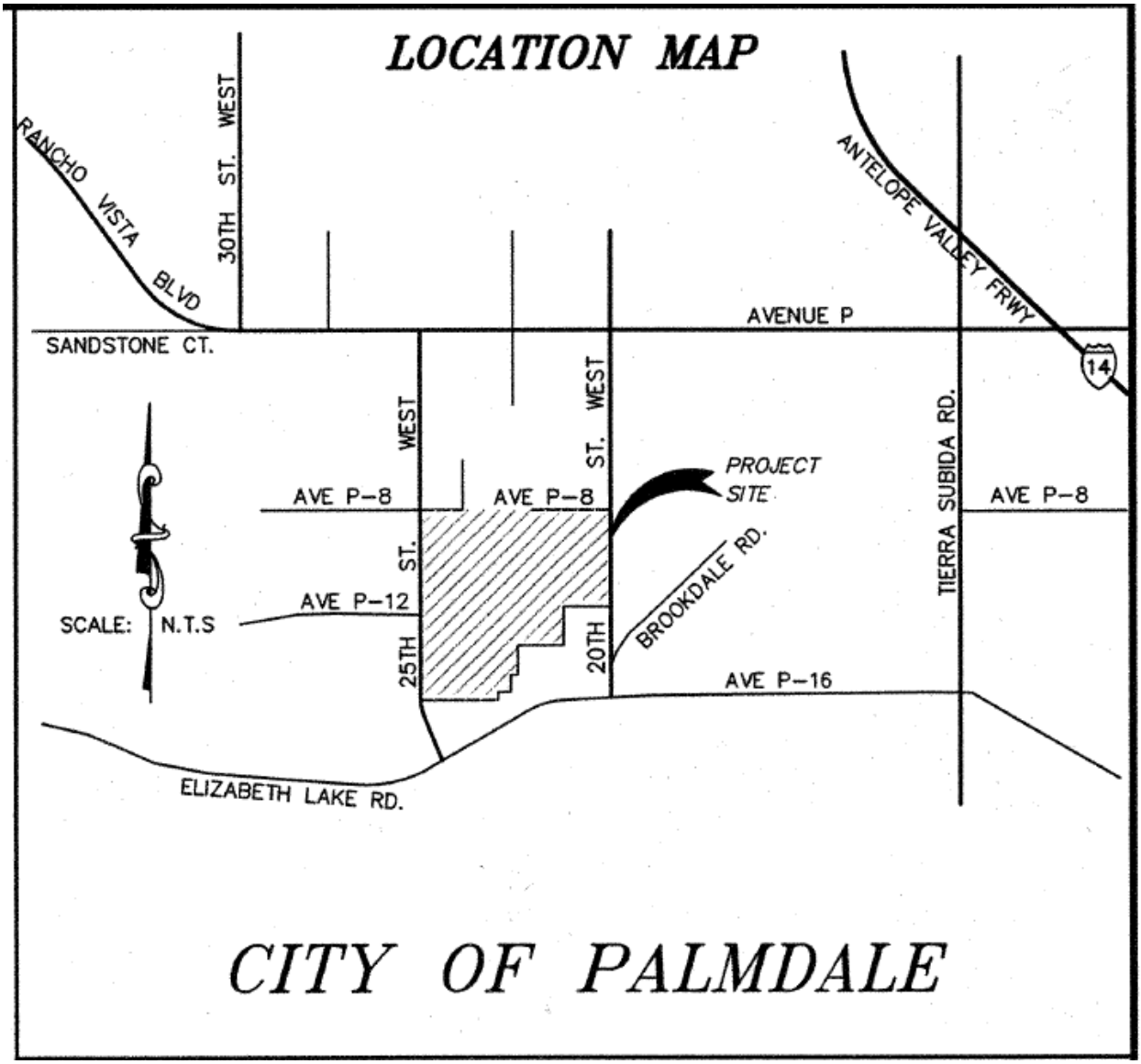
Executed on **February 18, 2025,** in the City of Palmdale, California.

Hamed Hashemian, City Engineer

EXHIBIT A
LIST OF COMPLETED PUBLIC IMPROVEMENTS

Tract/Project	Plan #	Quantity	Security
TR54058-04 Street Improvement	ST 05-156	9,430 LF	$999,300
TR54058-04 Sewer Improvement	PC 05-156	3,795 LF	$411,800
TR54058-04 Storm Drain Improvement	SD 05-156	2 Catch Basins	$24,800

EXHIBIT B
SITE MAP



EHX C

20th St. West & Ave. P-8





City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **2**

SUBJECT: **NOTICE OF COMPLETION (NOC) – ACCEPT PUBLIC SEWER AND DRAINAGE IMPROVEMENTS FOR TRACT 60732 LOCATED AT 20TH STREET WEST AND QUICK STREET**

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the NOC for completed public sewer and drainage improvements for Tract 60732 located at 20th Street West & Quick Street; and,

2. Authorize the City Manager or her designee to file the NOC and release the security for the completed public sewer and drainage improvements.

BACKGROUND

This project, located on 20th Street West & Quick Street, constructed public sewer and drainage improvements within Tract 60732 and the existing City's right-of-way. Improvements included one drywell interceptor chamber and sewer system. The public improvements have been installed in accordance with the approved construction plan and inspected and approved by City Public Works inspection staff.

DISCUSSION

The NOC is presented in accordance with Section 16.110.060 of Palmdale's Municipal Code. This action will accept the public sewer and drainage improvements as complete and initiate the City's release of applicable securities posted for this project per the City's subdivision regulations.

The required public sewer and drainage improvements for the project are listed in Exhibit A and shown in Exhibit B and have been completed to the City Engineer's satisfaction as required in the Subdivision/Development Improvement Agreement between the

developer and the City. After the developer fulfills a one-year maintenance period, the improvements within Tract 60732 will be transferred from the developer to the City.

FISCAL IMPACT

$4,400; The estimated additional maintenance and administrative costs are $4,400 annually. This includes $1,500 for the drain drywell system and $2,900 for the sewer system. The maintenance of the sewer system will be funded through proportional contributions from the annual Sewer Collection Service Charge. Funds for managing and maintaining these assets are provided annually in both the Street Maintenance and Sewer Maintenance budgets.

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:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

NOC
Exh A List of Completed Public Improvements
Exh B Site Map Location
Site Photo

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 is 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: **Sewer and Drainage Improvements-TR60732.**
5. A work of improvement on the property hereinafter described was completed on **December 16, 2024**
6. The work done was: "**Sewer and Drainage Improvements-TR60732**",
7. The name of the Contractor for such work of improvement: **K. Hovanian Communities, Inc.**
8. The property on which said work of improvement was completed is in the City of Palmdale, County of Los Angeles, State of California, and is described as follows: **20th Street West and Quick Street.**
9. The address of said property is: **Tract 60732.**

Dated: **February 18, 2025**

CITY OF PALMDALE

Hamed Hashemian, City Engineer

VERIFICATION

I, the undersigned, say: I am the City Engineer, 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.

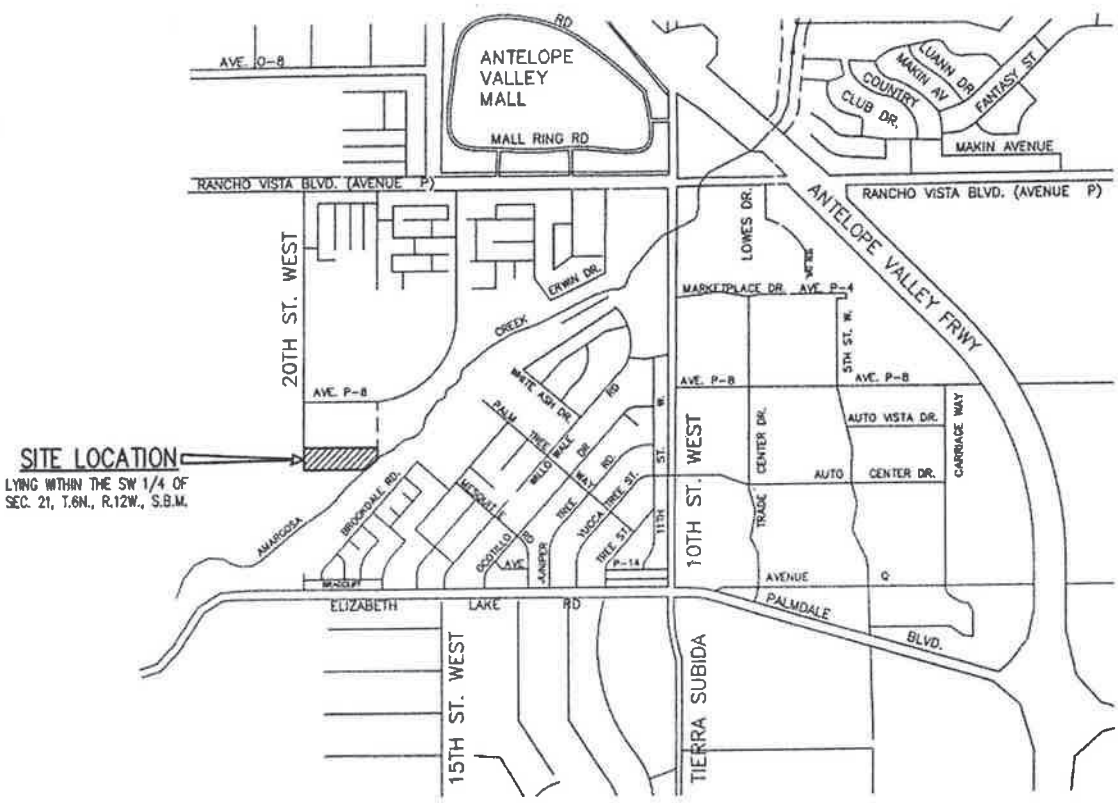
Executed on **February 18, 2025,** in the City of Palmdale, California.

Hamed Hashemian, City Engineer

EXHIBIT A
LIST OF COMPLETED PUBLIC IMPROVEMENTS

Tract/Project	Plan #	Quantity	Security
TR60732 Sewer Improvement	PC 21-14	1,340 LF	$134,900
TR60732 Storm Drain Improvement	ST 21-14	1 Drywell Interceptor Chambers	$25,800

EXHIBIT B
SITE MAP



VICINITY MAP

TRACT # 060732
THOMAS GUIDE: E/6, F/6
SCALE: NTS

EHX C

20th St. West & Quick Street



City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE REQUISITION NO. 250823 WITH PLUMBER'S DEPOT INC. FOR THE PURCHASE OF ONE WM350 COMPACT STEERABLE PIPE TRANSPORTER AND ONE MZ350 OZ3 CCTV CAMERA FOR A TOTAL NOT TO EXCEED AMOUNT OF $236,202**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Requisition No. 250823 with Plumbers Depot Inc. for the purchase of one WM350 Compact Steerable Pipe Transporter and one MZ350 OZ3 CCTV Camera for a total not to exceed amount of $236,202 and

2. Authorize the City Manager or her designee to approve Requisition No. 250823 and the resulting purchase order with Plumbers Depot Inc., including minimal and/or non-substantial charges.

BACKGROUND

The City owns, inspects, and maintains approximately 396 miles of sewer mainlines and 8,441 manholes. The wastewater infrastructure is maintained annually in accordance with the adopted Sanitary Sewer Maintenance Plan (SSMP).

The Sewer Maintenance Division staff uses a Closed-Circuit Television (CCTV) camera system to assess the sewer system's condition. These condition assessments are directly integrated into the sewer system's asset management. Accurate data on the condition of the system is essential for determining the optimal timing for repairs or replacements of sewer mainlines, helping to prevent sanitary sewer overflows (SSOs). The existing CCTV camera and associated equipment have been in use since 2012 and have reached the end of their asset life cycle, becoming unreliable. They require frequent, costly repairs due to their age and continuous use.

DISCUSSION

With advancements in in CCTV camera technology, the new equipment will enhance staff's ability to provide a higher level of service, enabling quicker decision-making and faster responses to emergencies through real-time video and reports. Additionally, the new CCTV camera will provide accurate data to support the Asset Management software used. The total costs include retrofitting the current CCTV truck to accommodate the new equipment. The City will purchase the replacement CCTV camera through the Helping Governments Across the Country (HGAC) Buy purchasing program under HGAC contract No. SCO 24 with CUES Inc.

FISCAL IMPACT

$236,202; funds for Requisition No. 250823 and the resulting purchase order are budgeted in the Sewer Maintenance contract services, maintenance, and repair account.

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.

Prepared by:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Req. No. 250823
HGACBuy Contract No. SC06-24

Bill To	Requisition 00250823-00 FY 2025
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	25433004-723100-2412
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Approved Page 1

Vendor 03-0500254	Ship To
PLUMBERS DEPOT INC	PUBLIC WORKS/MAINTENANCE
3921 W 139TH STREET	39110 3RD ST EAST
	PALMDALE, CA 93550
HAWTHORNE, CA 90250	RWAGNER@CITYOFPALMDALECA.GOV
Tel#866-422-2156 X115	Delivery Reference
Fax 310 355-1711	ROBERT WAGNER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/16/25	003976	01/23/25			SEWER MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	Going to City Council on 2/18			
001	SEWER CCTV INSPECTION CAMERA.	1.00	236201.81000	236201.81
	Manufacturer: CUES INC			
1	25433004-723100-2412		236201.81	

Requisition Link

Requisition Total 236201.81

***** General Ledger Summary Section *****

Account		Amount	Remaining Budget
25433004-723100-2412		236201.81	6202334.78
SEWER	CONT SVCS-MAINT & REPAIR-EQUIP		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
E-mail	01/16/25	Bruce Roadhouse	e-mail notification sent
E-mail	01/16/25	Richard Saenz	e-mail notification sent
E-mail	01/16/25	Stephanie Autry	e-mail notification sent
E-mail	01/16/25	Salvador Mendez	e-mail notification sent
E-mail	01/16/25	Janelle Samson	e-mail notification sent
E-mail	01/16/25	Matthew Harris	e-mail notification sent
E-mail	01/16/25	Candice Mantell	e-mail notification sent
E-mail	01/16/25	Dawn McIntosh	e-mail notification sent

Bill To	Requisition 00250823-00 FY 2025
FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Acct No: 25433004-723100-2412 Review: Buyer: mharris Status: Approved Page 2

Vendor 03-0500254	Ship To
PLUMBERS DEPOT INC 3921 W 139TH STREET HAWTHORNE, CA 90250 Tel#866-422-2156 X115 Fax 310 355-1711	PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 RWAGNER@CITYOFPALMDALECA.GOV Delivery Reference ROBERT WAGNER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/16/25	003976	01/23/25			SEWER MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: E5D0AE3A-44CD-4EE0-B8A6-50DCCE4C286F

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and CUES, Inc., hereinafter referred to as the Contractor, having its principal place of business at 3600 Rio Vista Avenue, Orlando, FL 32805.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

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subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

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considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Jun 01 2024 and ends May 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

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agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

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that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

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period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

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any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

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Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

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Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

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Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

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performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

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ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

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comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

CUES, Inc.

Signature	DocuSigned by: Thomas Moye D59F27CAAD59461...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Thomas Moye	Name	Chuck Wemple
Title	Chief Fiancial Officer	Title	Executive Director
Date	5/23/2024	Date	5/23/2024

H-GAC

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MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

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offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer. Please note: awarded contracts for SC06-24 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles or equipment must list these vehicles in Category H. If that specific product is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category H should only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Sewer/Storm Water/Pipeline Cleaners - Truck and Trailer mounted**

B. **Jet Rodders - Truck and Trailer mounted**

C. **Hydro-Excavators - Truck and Trailer mounted**

D. **Sewer/Storm Water/Pipeline Inspection System - portable**

E. **Sewer/Storm Water/Pipeline Inspection System Vans and Trailers**

F. **Miscellaneous Sewer/Storm Water Cleaning Vehicles/Equipment**

G. **Miscellaneous Sewer/Storm Water Cleaning Services**

H. **Electric/Alternative Fuel Sewer/Storm Water Cleaning, Hydro-Excavator, Inspection, or related vehicles**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

I. **Sewer/Storm Water Cleaning and related vehicle Service/Maintenance Plans**

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

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J. **Sewer/Storm Water Cleaning and related vehicle Parts and Supplies**

Response listing need only to include catalog name and percentage discount.

Please include in your response a complete listing or catalog of vehicle option packages, dealer options, and accessories separately. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. Please upload in Section 10.1.6 - no zip files can be accepted.

This solicitation does not include the following types of vehicles, which are included in other HGACBuy contracts:

Earth Moving and Construction Equipment (EM06-19),

Street Sweeping Equipment (SW04-20),

Grounds and Turf Equipment (GR01-20), or

Medium and Heavy Duty Trucks and Truck Bodies (HT06-21).

4.2. Manuals and Base Model Specs

A. Contractor must supply at the time of delivery, at least one complete owner's manual or complete operations and service documentation covering the completed vehicles as delivered and accepted.

B. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each base model on the response listing. Please upload in Section 10.1.5 - no zip files can be accepted.

4.3. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.4. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date

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- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

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Attachment A
CUES, Inc.
Sewer/Storm Water, Hydro-Excavating Equipment and Related Services
Contract No.: SC06-24

Manufacturer	Model	Item Description	Offered List Price	HGACBuy Discount
		Category D – Sewer/Storm Water/Pipeline Inspection System-Portable		
Cues, Inc.	D1 - Mark 3 System	Mark3 - Portable Mainline TV Inspection System", including: Pan and Tilt Zoom camera, Ultra Shorty self propelled tractor for 6"-15" lines, LCD Display with built in Power Control Unit, keypad and mounted on reinforced RAM assembly, built in DVR, compact reel with 1000' multi-conductor TV cable, auto payout retrieve and footage head, downhole equipment and one day training.	$ 107,160.00	6%
Cues, Inc.	D2 - QZIII Pole Camera	QZ III Zoom Pole Camera system, including: wireless high definition camera, distance to defect, M.A.P. lighting, extendable telescoping pole, rechargeable battery and wireless control via GNET software(software sold separately).	$ 20,478.00	6%
Cues, Inc.	D3 - MP+ Portable Pipeline Inspection System	MP+ - Portable Pipeline Inspection System : Portable lateral & mini-mainline push system. This modularly designed system stands out by integrating all of the most sought after features including video titling, video inspection coding, digital recording and portability into an easy to use and intuitive package. System includes a miniature self leveling camera with built in sonde, stainless steel durable wheeled coiler with 200' of push cable and large 8.4 industrial grade monitor with built in titling and digital recording in a weather/water resistant enclosure for 2" – 12" pipelines.	$ 19,900.00	6%
Cues, Inc.	D4 - C541 Flexiprobe Plumbers Portable Inspection System	C541 Flexiprobe® Plumbers including Command Center, Mini reel with 100' push rod, 1" color camera, universal flexispring, skid set.	$ 8,533.00	6%
Cues, Inc.	D5 - C541 Flexiprobe Mini Portable Inspection System	C541 Flexiprobe® Mini including Command Center, Mini reel with 115' push rod, 1" color camera, universal flexispring, skid set.	$ 9,842.00	6%
Cues, Inc.	D6 - C542 Flexiprobe Standard Portable Inspection System	C542 Flexiprobe® Standard including Command Center, Standard reel with 200' push rod, 1" self-levelling color camera, universal flexispring, skid set.	$ 10,695.00	6%
Cues, Inc.	D7 - C543 Flexiprobe Standard Portable Inspection System	C543 Flexiprobe® Standard including Command Center, Standard reel with 500' push rod, 1" self-levelling color camera, universal flexispring, skid set.	$ 19,054.00	6%
Cues, Inc.	D8 - C550 Flexitrax Small Standard Portable Inspection Package	C550 Flexitrax Small Standard Package - Portable Inspection System, Motorized Drum with up to 1000' cable, 6" crawler with lift, Pan & Tilt Camera for Pipe Inspection of 6-18" diameter pipes. Comes complete with Downhole System and Command Module with built in joysticks.	$ 62,623.00	6%
Cues, Inc.	D9 - C550 Flexitrax Large Standard Portable Inspection Package	C550 Flexitrax Large Standard Package - Portable Inspection System, Motorized Drum with up to 1000' cable, 8" crawler with lift, Pan & Tilt Camera for Pipe Inspection of 8" - 36" diameter pipes. Comes complete with Downhole System and Command Module with built in joysticks.	$ 79,398.00	6%
		Category E – Sewer/Storm Water/Pipeline Inspection System Vans & Trailers		
Cues, Inc.	E1 - Hi-Cube Van Installation (Vehicle Provided by Customer)	Hi-Cube Van Installation (vehicle provided by customer) which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	$ 205,050.00	6%
Cues, Inc.	E2 - Hi-Cube Van TV Inspection Vehicle	Hi-Cube Van TV Inspection Vehicle - Ford E450 Cutaway Van, 158" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 14,050 GVW which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	$ 254,250.00	6%
Cues, Inc.	E3 - Step Van Installation (Vehicle Provided by Customer)	Step Van Installation (vehicle provided by customer) which includes: 16' Step Van body with Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	$ 235,522.00	6%

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Cues, Inc.	E4 - Step Van TV Inspection Vehicle	Step Van TV Inspection Vehicle - Ford F59 Step Van chassis, 178" wheelbase, gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 19,500 GVW which includes: 16' Step Van body with Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system with 22" LCD rack-mounted monitor; rack-mounted DVR-SD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	$ 288,628.00	6%
Cues, Inc.	E5 - Sprinter Installation (Vehicle Provided by Customer)	Sprinter Van Installation (vehicle provided by customer) which includes: Evolution Sprinter interior carpentry and outfitting; 7.5 KW Diesel on-board generator, Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	$ 186,863.00	6%
Cues, Inc.	E6 - Sprinter TV Inspection Vehicle	Sprinter TV Inspection Vehicle - Mercedes-Benz Sprinter 170" wheelbase, diesel engine, automatic transmission, cab air conditioning, AM/FM Radio, 11,030 GVW which includes: 14' body, Evolution Sprinter interior carpentry and outfitting; 7.5 KW Diesel on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	$ 261,636.00	6%
Cues, Inc.	E7 - Ford Transit Installation (Vehicle Provided by Customer)	Ford Transit Van Installation (vehicle provided by customer) which includes: Evolution interior carpentry and outfitting; 7 KW on-board generator, Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	$ 182,548.00	6%
Cues, Inc.	E8 - Ford Transit TV Inspection Vehicle	Ford Transit TV Inspection Vehicle - Ford Transit, 148" wheelbase, 3.7 L gas engine, automatic transmission, cab air conditioning, AM/FM Radio, 10,360 GVW which includes: Evolution interior carpentry and outfitting; 7 KW on-board generator; Pan and Tilt Zoom camera; rack-mounted Power Control Unit (PCU); Data display system; 22" LCD rack-mounted monitor; rack-mounted DVR, TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two (2) days training.	$ 245,526.00	6%

MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JANUARY 22, 2025
www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Pro Tem Bettencourt called the meeting to order at 5:00 pm.

City Manager Perez provided an update on the Hughes fire.

Note: All City Council memberships are reflected in their City Council titles.

2) ROLL CALL MAYOR LOA, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, OHLSEN, ALARCÓN

PRESENT: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.
ABSENT: None.

Mayor Loa participated via Zoom from Holiday Inn National Airport, 2650 Jefferson Davis Highway, Arlington, Virginia 22202

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Councilmember Ohlsen led the pledge of allegiance.

4) PRESENTATIONS

4.1) Presentation update from Economic and Community Development - Planning and Building and Safety Divisions.

Planning Manager Magana provided an overview of the Planning Division and highlighted project accomplishments.

Building Official George provided an overview of the Building and Safety Division, highlighted the development projects completed, and spoke about upcoming projects.

Councilmember Alarcón commended staff on the sizeable projects and asked how many jobs were created. Building Official George responded.

Councilmember Bishop spoke about the Trader Joe's project.
Councilmember Ohlsen stated everything is coming up Palmdale.

Mayor Loa commended staff.

5) PUBLIC COMMENTS
CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

There were no public comments.

Councilmember Alarcón pulled items 6.4 and 6.5 for discussion.

6) CONSENT CALENDAR

6.1) Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

6.2) Adopt Resolution No. CC 2025-004, a Resolution of the City Council of the City of Palmdale stating the City's Investment Policy and repealing Resolution No. CC 2024-009, and Adopt Resolution No. CC 2025-005, a Resolution of the City Council of the City of Palmdale stating the Investment Policy for City contributions to the Retiree Health Reimbursement Arrangement (HRA) Plan and the Retiree Health Premium Supplement (HPS) Plan and repealing Resolution No. CC 2024-010.

6.3) Adopt Resolution No. CC 2025-008, a Resolution of the City Council of the City of Palmdale, adopting an amended Conflict of Interest Code containing revised designated positions and disclosure categories, and repealing all prior resolutions.

6.4) Approve Requisition No. 250807 with National Auto Fleet Group in an amount not to exceed $339,030 for the purchase of six (6) public safety vehicles.

Councilmember Alarcón noted that this item included six (6) public safety vehicles that will help support and enforce our entire law enforcement/public safety team.

Public Safety Director Rubio presented the staff report.

Councilmember Bishop commended staff on a great job.

Councilmember Ohlsen commended staff on a great job and spoke about the joint efforts and progress being made.

Mayor Pro Tem Bettencourt discussed the importance of having a reliable fleet, and stated other cities are inquiring about our City/Sheriff's Department model. She also introduced and welcomed Public Safety Director Rubio.

Mayor Loa welcomed Mr. Rubio and spoke regarding his leadership.

Motion: Approve Requisition No. 250807 with National Auto Fleet Group in an amount not to exceed $339,030 for the purchase of six (6) public safety vehicles.
Moved by Andrea Alarcón, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

6.5) Approve Agreement with Nash Construction Services Inc., for tenant improvements for PN 907, Aero Building Project, for a total not to exceed amount of $280,921 for a term of 80 working days from the date of the Notice to Proceed.

Public Works Director Torres presented the staff report.

Councilmember Alarcón asked about the bidding process, local preference, and ARPA funding language. Public Works Director Torres addressed the bidding process and local preference. There was further discussion on local preference. City Manager Perez addressed the ARPA funding language. City Attorney Curley discussed the local preference requirements.

Motion: Approve Agreement with Nash Construction Services Inc., for tenant improvements for PN 907, Aero Building Project, for a total not to exceed amount of $280,921 for a term of 80 working days from the date of the Notice to Proceed.
Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

6.6) Approve the minutes from the previous meetings.

Motion: Approve all items listed on the Consent Calendar except 6.4 and 6.5.
Moved by Austin Bishop, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

7) PUBLIC HEARING

7.1) Adopt Ordinance No. 1651, an Ordinance of the City Council of the City of Palmdale approving Time Extension 24-0006 and Major Modification 24-0008, and finding that the proposed project is consistent with the previously adopted Mitigated Negative Declaration.

Planning Manager Magana presented the staff report.

Councilmember Alarcón inquired about the price range of the homes. The applicant suggested looking at the market rate.

Councilmember Bishop inquired about the project timeline. The applicant discussed the issue of removing and relocating Joshua trees.

City Clerk Scott read the title of Ordinance No. 1651.

A motion to introduce Ordinance No. 1651 was made and carried unanimously.

Mayor Pro Tem Bettencourt opened the Public Hearing.

Testimony: None.

Motion: Adopt Ordinance No. 1651, an Ordinance of the City Council of the City of Palmdale approving Time Extension 24-0006 and Major Modification 24-0008, and finding that the proposed project is consistent with the previously adopted Mitigated Negative Declaration.
Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

Mayor Pro Tem Bettencourt closed the Public Hearing.

7.2) Adopt Ordinance No. 1648, an Ordinance of the City Council of the City of Palmdale approving Antelope Valley Commerce Center Specific Plan 22-001 and Zone Change 22-001 and Adopt Resolution No. CC 2025-002, approving General Plan Amendment 22-001, Tentative Parcel Map 83738, Site Plan Review 22-008, and a form of Development Agreement 22-001, Certification of the Environmental Impact Report (State Clearinghouse No. 2022090009), and adoption of the Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations.

City Clerk Scott read the titles of Ordinance No. 1648 and Resolution No. CC 2025-002.

A motion was made and carried unanimously to introduce Ordinance No. 1648.

Interim Director of Economic and Community Development Taggart presented the staff report.

The following individuals spoke in support of the project: Amy Smith, Greg Lewis, Jayson Beiz, Crispin Carrasco, Chuck Powell, Norris Carter.

Mayor Pro Tem Bettencourt closed the Public Hearing.

Council spoke in support of the project.

Motion: Adopt Ordinance No. 1648, an Ordinance of the City Council of the City of Palmdale approving Antelope Valley Commerce Center Specific Plan 22- 001 and Zone Change 22-001 and Adopt Resolution No. CC 2025-002, approving General Plan Amendment 22-001, Tentative Parcel Map 83738, Site Plan Review 22-008, and a form of Development Agreement 22-001, Certification of the Environmental Impact Report (State Clearinghouse No. 2022090009), and adoption of the Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations.
Moved by Austin Bishop, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

8) CITY MANAGER'S REPORT

City Manager Perez reported on the Martin Luther King Jr. Day of Service event at SAVES, the backpack drive event in coordination with Assemblyman Carrillo's office, and the upcoming Season of Service event on February 15. She also announced the City received a $1M grant for Avenue Q, the low-cost spay and neuter program is being relaunched, staff is working on an emergency readiness evaluation that would be brought before the Council in February, and spoke about the social media campaign on emergency preparedness. Lastly, she introduced Public Safety Director Rubio, Deputy Director of Public Works Livingston, and Housing Manager Anderson.

Mayor Pro Tem Bettencourt welcomed the new employees.

9) SHERIFF'S REPORT

Captain Bardon reported on response times for routine calls, calls for service, citations, partnership with Public Safety staff, Partners Against Crime (PAC) Team arrests, Part 1 crimes, property crimes, Operation Secret Shopper for crime prevention, graffiti, traffic enforcement, and collision prevention, traffic citations, virtual deputy application update, and stated the Palmdale Sheriff's station coordinated and participated in 130 community events. He spoke about launching the 2025 events that will include an interfaith prayer breakfast.

Councilmember Bishop asked if the fire was impacting the deputies. Captain Bardon responded.

10) NON-AGENDA PUBLIC COMMENTS:

Mayor Pro Tem Bettencourt announced that Non-Public Comments should pertain to things that are within the jurisdiction of the Council.

The following individuals provided public input: Michelle Royal discussed the recent fires and the approval of the Ritter Ranch Development. She requested the Council's help with getting a fire station in the Anaverde/Ritter Ranch area. Mayor Pro Tem Bettencourt stated she would look into it for the community; Eugene Hernandez discussed the history of Martin Luther King, Jr.; Victoria Ventura thanked Council and City Manager Perez for supporting the backpack event hosted by Assemblyman Carrillo, spoke about the recent fires, and requested that the city provide comprehensive immigration rights education and resources for the residents of Palmdale; Edith and Paul Roman spoke in opposition to the rotating mayor system and requested a resolution to change the practice; Lisa Craft requested a time extension to appeal a zone change decision which would allow a food mart/gas station next to Palmdale High School; Roger Soderstedt discussed sufficient water supply for Ritter Ranch; and James Royal, on behalf of AVTA, thanked the City for participating in the holiday giveaway and provided the stats for the event.

11) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Bishop spoke about participating in the Martin Luther King Jr. Day of Service event at SAVES and creating an Emergency Services Assessment for the city.

Councilmember Ohlsen thanked Emergency Services Administrator Shadkamyan for her hard work at the city and announced his appointment to Metrolink's Board of Directors.

Councilmember Alarcón encouraged the city to call or send a support letter to the cities experiencing the fires. She discussed having an emergency readiness plan and on-call contract list and spoke about accessing City Attorney billing records. Councilmember Ohlsen stated that this issue has been addressed.

Mayor Pro Tem Bettencourt spoke about participating in the Martin Luther King Jr. Day of Service event at SAVES and the Gifts for Seniors event.

Mayor Loa discussed attending the Presidential Inauguration. He also mentioned meeting with Congressman Whitesides about the grade separation at Rancho Vista and Sierra Highway and spoke about his meeting with Senator Padilla on the grade separation and high-speed rail projects.

12) ADJOURNMENT

Mayor Pro Tem Bettencourt adjourned the meeting at 6:51 pm to February 18, 2025, at 5:00 pm in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 18th day of February 2025.

_____
Richard J. Loa, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

Joint Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**
HONORABLE CHAIR AND COMMISSIONERS
HONORABLE CHAIR AND MEMBERS
HONORABLE CHAIR AND DIRECTORS

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **REVIEW AND APPROVE THE FISCAL YEAR 2024-25 MID-YEAR BUDGET ADJUSTMENTS, AND ADOPT RESOLUTION NO. CC 2025-021, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLAN FOR GENERAL POSITIONS**

RECOMMENDATION

Staff recommends that the City Council, Chairs, Commissioners, Members, and Directors:

1. Review and approve the Fiscal Year 2024-25 mid-year budget adjustments; and,

2. Adopt Resolution No. CC 2025-021, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Plan for General Positions.

BACKGROUND

The City is required to adopt a balanced budget for its operations each year. The budget serves as the City's financial plan for the fiscal year beginning July 1 through June 30 and defines the City's priorities for providing services to the community.

On June 26, 2024, the City Council approved the Annual Operating and Maintenance Budget and Capital Improvement Program for FY 2024-25. Since the budget's adoption, additional financial and operational needs have been identified that are not covered by the current budget. Incorporating these needs into the FY 2024-25 budget is essential to more accurately reflect the program costs for the community's benefit.

Carryforwards of encumbrances and unspent funds from the previous fiscal year are included in the current budget. Encumbrances refer to funds allocated for a Purchase Order that were not completed in the previous fiscal year. Unspent budget funds may be carried forward with the City Manager's approval for multi-year projects and when delays occur due to reasons beyond the City's control.

DISCUSSION

As we reach the halfway mark of the current fiscal year, departments have had the chance to evaluate their operations and highlight any unforeseen needs that have emerged. The proposed mid-year adjustments reflect the identified needs.

Revenues

Estimating revenues for the upcoming fiscal year and forecasting out-years is essential to the budget development process. Revenue projections are formed by analyzing prior-year actual receipts, trends, new revenue sources, grant opportunities, fees for services, and the State economic outlook. The City, along with sales tax consultants, continues to monitor sales tax trends and propose adjustments to the revenue projections when necessary.

The City’s General Fund is the largest unrestricted funding source, with a total of $118.2 million in projected revenue. General Fund revenues include property tax, sales tax, other taxes, fees, and charges for service.

Operating Appropriations

The operating budget for all funds is $660.7 million citywide, and the General Fund operating budget is $131.5 million. This includes carryforwards of encumbrances from previous years for multi-year projects. The supporting schedules provide additional details on appropriations.

General Fund mid-year highlights include:

Revenue net increase of $1 million, made up primarily of:

- $5.6 million increase in Transactions and Use tax as a result of the passage of Measure PD; and,
- ($4.0) million decrease resulting from the timing of a property sale; and,
- ($1.4) million decrease in projected general sales tax revenues.

Expenditure increase of $5.6 million, made up primarily of:

- $1.8 million in capital outlay for vehicles and equipment; and,
- $1 million in personnel enhancements; and,
- $2.9 million in risk management and attorney services.

Capital Improvement Program

The FY 2024-25 Capital Improvement Program budget consists of various projects totaling $268.6 million. Many of the proposed projects are funded by grants or other restricted funds. It is also important to keep in mind that capital projects are often a multi-year effort, and therefore, the budget established will carry through the life of the project and may not be fully expended in the single year shown. The attached schedules provide a comprehensive listing of all previously approved and proposed capital improvement projects.

Conclusion

The FY 2024-25 budget successfully maintains the level of services and programs important to the community and the priorities of the City Council while maintaining healthy reserves. The proposed FY 2024-25 budget balances ongoing revenues and expenditures and represents the City's commitment to the long-term planning and sustainability of programs and services for the community.

FISCAL IMPACT

The proposed mid-year adjustments to the FY 2024-25 operating and capital budget comply with all financial policies, including the City's 20% General Fund Reserve Policy. Revenues are anticipated to be sufficient to cover all proposed expenditures.

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 Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Atch Mid-Year Budget FY 2024-25
Reso. No. CC 2025-021
Exh 1 General Classification and Pay Plan

Fiscal Year 2024-25
Mid-Year Budget Adjustments

CITY OF PALMDALE
ESTIMATED FUND BALANCE - MID-YEAR
FISCAL YEAR 2025

Fund	Fund Description	FY 2025 Estimated Beginning Available Fund Balance	FY 2025 Revenues	FY 2025 Operating Expenditures	FY 2025 Capital Expenditures	Reserve Requirement	Nonspendable, Restricted and Assigned	FY 2025 Projected Ending Available Fund Balance
101, 150, 151	General Fund	112,755,659	118,245,920	124,395,480	7,197,190	45,564,425	35,000,000	18,844,484
153	Information Technology	1,741,017	5,232,070	4,940,270	-	1,970,817		62,000
154	Fleet Maintenance	4,068,607	5,390,800	6,141,070	-	3,318,337		-
156	Public Art Fund	1,873,371	250,000	135,380	357,650			1,630,341
157	Measure AV	21,712,382	22,520,000	16,427,520	23,641,920	4,006,944		155,998
158	American Rescue Funds	2,010,341	13,500,120	2,100,120	11,014,990			2,395,351
200	PEG Fund	833,028	265,000	554,740	-			543,288
201	Gas Tax Fund	13,226,170	4,869,040	1,961,650	13,166,930			2,966,630
202	Public Safety Fund	1,911,832	732,500	150,000	-			2,494,332
203	Prop A Fund	11,400,925	4,696,690	6,845,900	9,251,710			5
204/214	Prop C Funds	13,927,732	12,186,070	579,600	14,193,840			14,695,328
205	Air Quality Improvement Fund	353,581	220,000	-	253,240			320,341
206	Local Transp Fund Art 3	2,588	222,760	-	222,760			2,588
207	Local Transp Fund Art 8	5,393,788	10,049,030	11,013,320	4,429,490			8
208/218	Measure R Funds	12,638,997	100,894,570	-	101,215,520			12,318,047
209/219	Measure M Funds	11,047,834	9,241,620	-	9,373,580			10,915,874
210	Road Maint & Rehab Acct Fund	11,064,339	4,337,560	-	13,711,990			1,689,909
211	Measure A LA County Parks	(6,350)	5,937,900	-	5,931,550			-
220	Park Development Fund	3,146,498	1,550,000	269,600	3,729,180			697,718
221	Traffic Impact Fund	2,606,945	960,000	-	239,400			3,327,545
222	Drainage Funds	15,517,956	1,357,300	127,900	7,811,490			8,935,866
227	Fire Facilities Impact Fund	10,410,040	750,000	37,500	-			11,122,540
228	Sewer Upgrade Fund	489,594	-	-	424,450			65,144
229	Public Facilities Fund	2,133,683	495,000	-	1,140,170			1,488,513
240	Federal Funds Fund	(5,557,820)	25,735,350	-	20,177,530			-
241	State Grants Fund	(616,292)	4,505,690	2,373,750	1,515,640			8
242	Misc Grant/Developer Contrib	1,616,596	6,664,400	2,258,480	5,167,870			854,646
243	Federal Home Program	8,041,814	3,217,950	3,217,952	-			8,041,812
244	Federal Jobs Programs	(13,067)	107,190	94,000	-			123
245	HOME ARP Fund	(2,140)	2,091,050	2,088,900	-			10
250	Park Assessments Fund	2,902,715	3,135,700	3,157,940	15,510			2,864,965
251	Landscape Maintenance Fund	15,403,049	7,590,380	9,382,390	276,580			13,334,459
252	Street Lighting Assmnt Distr	4,046,478	1,336,950	1,200,020	-			4,183,408
253	Drainage Benefit Assessment	1,551,752	156,700	49,200	-			1,659,252
254	Sewer Maint Assessment Dist	34,813,778	6,541,000	4,884,540	10,451,050	10,444,133		15,575,055
255	Street Light County District	17,498,023	3,680,570	4,322,950	-			16,855,643
256	Street Light Dist #2 Anaverde	952,139	191,320	213,850	-			929,609
257	Street Light Dist #3 Ritter	379,721	74,480	113,640	-			340,561
258	Enhanced Infrastructure Financing Dist.	716,005	300,000	-	-			1,016,005
259	CFD 2022-1 Maintenance Service Dist.	140,041	22,030	22,030	-			140,041
260	Solid Waste	1,380,684	1,429,990	1,456,650	-			1,354,024
280	CDBG Fund	2,226,156	4,918,700	2,792,910	2,016,000			2,335,946
281	SAVES Grant Fund	(8,511)	50,000	41,490	-			(1)
291	Housing Authority Fund	1,502,096	1,894,600	1,905,510	-			1,491,186
292	Housing Facilities Fund	(543,989)	8,644,990	7,904,160	-			196,841
293	Housing Asset Fund	48,413,416	1,973,760	15,227,960	-			35,159,216
300	Water Park	5,085,067	2,488,000	2,373,980	1,646,000			3,553,087
350	Palmdale CCA	6,992,422	71,701,340	67,799,970	-	2,034,000		8,859,792
460	Successor Agency	13,800,254	73,606,310	74,019,540	-			13,387,024
480	AD88-1 10Th St West Improv	(65,787)	-	-	-			(65,787)
481	AD90-2 7Th St West Improvement	125,607	-	-	20,640			104,967
482	CFD 2003-1 Improvement Fund	13,093	-	-	-			13,093
483	CFD 91-1 Sierra Gateway Improv	158,266	-	-	-			158,266
484	CFD 93-1 Ritter Ranch Impr Fund	2,687,897	19,000	-	-			2,706,897
487	CFD 2022-3 Ritter Redemption	-	52,300	-	-			52,300
524	Debt Svc-Revenue Bonds	10,000	10,000	-	-			20,000
525	Debt Svc-PFA	33,477,622	5,168,680	5,172,010	-			33,474,292
580	OPEB Fiduciary Trust Funds	4,503,040	380,000	400,000	-			4,483,040
710	Palmdale Community Foundation	247,239	70,500	276,420	-			41,319
730	AD 88-1 10Th St West Redemption	72,885	5,000	-	-			77,885
732	AD 90-2 7Th St West Redemption	(122,572)	3,000	-	-			(119,572)
733	AD 87-1 Rancho Vista Rdmpt Fund	130,037	2,000	-	-			132,037
734	CFD 03-1 Anaverde Redemption	1,954,487	1,551,100	1,532,500	-			1,973,087
735	CFD 2005-1 Redemption Fund	1,786,336	1,080,400	977,500	-			1,889,236
736	CFD 91-1 Sierra Gateway Redempt	(98,741)	87,660	116,720	-			(127,801)
737	AD 91-2 52Nd St West Redemption	23,528	400	-	-			23,928
738	CFD 93-1 Ritter Ranch Rdmpt Fnd	189,323	1,500	52,910	-			137,913
739	AD 2006-01 Godde Hill Rdmp Fd	270,452	139,450	137,490	-			272,412
740	CFD 16-1 Joshua Ranch Wtr Rdmp	2,301,450	855,700	874,450	-			2,282,700
741	CFD 2022-2 Ritter Ranch Improv	-	3,040,400	-	-			3,040,400
	Total	**468,645,106**	**568,429,490**	**392,121,862**	**268,593,870**	**67,338,656**	**35,000,000**	**277,375,174**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
REVENUE ADJUSTMENTS BY FUND

Fund	Fund Description	Category	FY 2025 Mid-Year Adj.
101	GENERAL FUND		
		SALES & USE TAXES	4,249,350
		USE OF PROPERTY	31,000
		LICENSES AND PERMITS	(49,680)
		CHRGS FOR SERVICES	15,710
		DEV CHRGS FOR SVCS	691,460
		FINES & FORFEITURES	11,000
		OTHER - REVENUE	(3,993,000)
	GENERAL FUND Total		**955,840**
153	INFORMATION TECHNOLOGY		
		TRANSFERS IN	62,000
	INFORMATION TECHNOLOGY Total		**62,000**
154	FLEET MAINTENANCE		
		TRANSFERS IN	1,790,000
	FLEET MAINTENANCE Total		**1,790,000**
157	MEASURE AV		
		SALES & USE TAXES	(368,000)
	MEASURE AV Total		**(368,000)**
211	MEASURE A LA COUNTY PARKS		
		COUNTY CONTRIB	2,932,100
	MEASURE A LA COUNTY PARKS Total		**2,932,100**
221	TRAFFIC IMPACT FUND		
		TRAFFIC IMPACT FEES	650,000
	TRAFFIC IMPACT FUND Total		**650,000**
222	AMARGOSA DRAINAGE FUND		
		DRAINAGE FEES	60,000
	AMARGOSA DRAINAGE FUND Total		**60,000**
223	ANAVERDE DRAINAGE FUND		
		DRAINAGE FEES	80,000
	ANAVERDE DRAINAGE FUND Total		**80,000**
224	PORTAL RIDGE DRAINAGE FUND		
		DRAINAGE FEES	100,000
	PORTAL RIDGE DRAINAGE FUND Total		**100,000**
240	FEDERAL FUNDS FUND		
		GRANTS	5,515,340
	FEDERAL FUNDS FUND Total		**5,515,340**
241	STATE GRANTS FUND		
		GRANTS	85,850
	STATE GRANTS FUND Total		**85,850**
242	MISC GRANT/DEVELOPER CONTRIB		
		GRANTS	642,000
	MISC GRANT/DEVELOPER CONTRIB Total		**642,000**
243	FEDERAL HOME PROGRAM		
		GRANTS	(2,220,120)
	FEDERAL HOME PROGRAM Total		**(2,220,120)**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
REVENUE ADJUSTMENTS BY FUND

Fund	Fund Description	Category	FY 2025 Mid-Year Adj.
244	**FEDERAL JOBS PROGRAMS**		
		OTHER - REVENUE	13,070
	FEDERAL JOBS PROGRAMS Total		**13,070**
245	**FEDERAL HOME ARP**		
		GRANTS	(196,000)
	FEDERAL HOME ARP Total		**(196,000)**
280	**CDBG FUND**		
		GRANTS	185,600
	CDBG FUND Total		**185,600**
291	**HOUSING AUTHORITY FUND**		
		GRANTS	1,800,000
	HOUSING AUTHORITY FUND Total		**1,800,000**
292	**HOUSING AUTHORITY FACILITIES**		
		USE OF PROPERTY	159,240
	HOUSING AUTHORITY FACILITIES Total		**159,240**
293	**HOUSING ASSET FUND**		
		GN/LS-SALE OF ASSET	15,090
		TRANSFERS IN	(5,500)
	HOUSING ASSET FUND Total		**9,590**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
EXPENDITURE ADJUSTMENTS BY FUND

Fund	Fund Description	Category	FY 2025 Mid-Year Adj.
101	**GENERAL FUND**		
		SALARIES	577,200
		BENEFITS	(19,620)
		ORG DEVELOPMENT	1,550
		OPERATING EXP	512,500
		CONTRACT SERVICES	3,553,970
		CAPITAL OUTLAY	78,000
		UTILITIES	235,900
		CAPITAL	271,270
		TRANSFERS OUT	629,000
	GENERAL FUND Total		**5,839,770**
150	**PUBLIC LIAB SELF INS FUND**		
		OPERATING EXP	30,000
		CONTRACT SERVICES	380,000
	PUBLIC LIAB SELF INS FUND Total		**410,000**
153	**INFORMATION TECHNOLOGY**		
		UTILITIES	16,000
	INFORMATION TECHNOLOGY Total		**16,000**
154	**FLEET MAINTENANCE**		
		CONTRACT SERVICES	444,030
		CAPITAL	1,790,000
	FLEET MAINTENANCE Total		**2,234,030**
156	**PUBLIC ART FUND**		
		OPERATING EXP	25,000
		CAPITAL	(50,000)
	PUBLIC ART FUND Total		**(25,000)**
157	**MEASURE AV**		
		OPERATING EXP	755,000
		CONTRACT SERVICES	45,000
		CAPITAL OUTLAY	(6,980)
		UTILITIES	3,000
		CAPITAL	(418,650)
	MEASURE AV Total		**377,370**
158	**AMERICAN RESCUE PLAN FUND**		
		OPERATING EXP	(3,030,000)
		CONTRACT SERVICES	(235,400)
		CAPITAL OUTLAY	(19,330)
		CAPITAL	3,284,720
	AMERICAN RESCUE PLAN FUND Total		**(10)**
200	**PEG FUND**		
		CAPITAL	200,000
	PEG FUND Total		**200,000**
201	**GAS TAX FUND**		
		SALARIES	(650,000)
		CAPITAL	(20)
		TRANSFERS OUT	934,050
	GAS TAX FUND Total		**284,030**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
EXPENDITURE ADJUSTMENTS BY FUND

Fund	Fund Description	Category	FY 2025 Mid-Year Adj.
203	PROP A FUND		
		BENEFITS	(600)
		ORG DEVELOPMENT	(5,000)
		OPERATING EXP	(25,400)
		CONTRACT SERVICES	76,000
		UTILITIES	-
		CAPITAL	(173,640)
	PROP A FUND Total		**(128,640)**
205	AIR QUALITY IMPROVEMENT FUND		
		CAPITAL	233,510
	AIR QUALITY IMPROVEMENT FUND Total		**233,510**
206	LOCAL TRANSP FUND ART 3		
		CAPITAL	(194,660)
	LOCAL TRANSP FUND ART 3 Total		**(194,660)**
207	LOCAL TRANSP FUND ART 8		
		SALARIES	724,870
		OPERATING EXP	(15,000)
		CONTRACT SERVICES	200,000
		UTILITIES	(4,700)
		CAPITAL	150,000
		TRANSFERS OUT	255,950
	LOCAL TRANSP FUND ART 8 Total		**1,311,120**
211	MEASURE A LA COUNTY PARKS		
		CAPITAL	2,925,750
	MEASURE A LA COUNTY PARKS Total		**2,925,750**
214	PROP C LOCAL RETURN		
		CAPITAL	350,000
	PROP C LOCAL RETURN Total		**350,000**
218	MEASURE R LOCAL RETURN		
		CAPITAL	275,000
	MEASURE R LOCAL RETURN Total		**275,000**
220	PARK DEVELOPMENT FUND		
		CAPITAL	58,000
	PARK DEVELOPMENT FUND Total		**58,000**
229	PUBLIC FACILITIES FUND		
		CAPITAL	630,880
	PUBLIC FACILITIES FUND Total		**630,880**
240	FEDERAL FUNDS FUND		
		CAPITAL	12,390
	FEDERAL FUNDS FUND Total		**12,390**
241	STATE GRANTS FUND		
		CAPITAL	(63,840)
	STATE GRANTS FUND Total		**(63,840)**
242	MISC GRANT/DEVELOPER CONTRIB		
		OPERATING EXP	642,000
		CAPITAL	150,000
	MISC GRANT/DEVELOPER CONTRIB Total		**792,000**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
EXPENDITURE ADJUSTMENTS BY FUND

Fund	Fund Description	Category	FY 2025 Mid-Year Adj.
243	FEDERAL HOME PROGRAM		
		BENEFITS	500
		ORG DEVELOPMENT	1,000
		OPERATING EXP	(695,138)
		PROGRAM EXP	(1,526,850)
	FEDERAL HOME PROGRAM Total		**(2,220,488)**
245	FEDERAL HOME ARP		
		CONTRACT SERVICES	(198,890)
	FEDERAL HOME ARP Total		**(198,890)**
251	LANDSCAPE MAINTENANCE FUND		
		SALARIES	104,580
		OPERATING EXP	21,500
		CONTRACT SERVICES	(60,000)
		UTILITIES	30,000
		CAPITAL	50,000
	LANDSCAPE MAINTENANCE FUND Total		**146,080**
252	STREET LIGHTING ASSMNT DISTR		
		CONTRACT SERVICES	8,700
	STREET LIGHTING ASSMNT DISTR Total		**8,700**
254	SEWER MAINT ASSESSMENT DIST		
		UTILITIES	2,000
	SEWER MAINT ASSESSMENT DIST Total		**2,000**
255	STREET LIGHT COUNTY DISTRICT		
		CONTRACT SERVICES	38,000
	STREET LIGHT COUNTY DISTRICT Total		**38,000**
260	SOLID WASTE FUND		
		BENEFITS	100
		ORG DEVELOPMENT	750
		OPERATING EXP	(2,000)
	SOLID WASTE FUND Total		**(1,150)**
280	CDBG FUND		
		SALARIES	47,020
		BENEFITS	200
		ORG DEVELOPMENT	2,000
		OPERATING EXP	9,710
		CONTRACT SERVICES	16,000
		CAPITAL	1,095,670
	CDBG FUND Total		**1,170,600**
281	SAVES GRANT FUND		
		OPERATING EXP	(8,510)
	SAVES GRANT FUND Total		**(8,510)**
291	HOUSING AUTHORITY FUND		
		PROGRAM EXP	1,800,000
	HOUSING AUTHORITY FUND Total		**1,800,000**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
EXPENDITURE ADJUSTMENTS BY FUND

Fund	Fund Description	Category	FY 2025 Mid-Year Adj.
292	**HOUSING AUTHORITY FACILITIES**		
		ORG DEVELOPMENT	(1,500)
		OPERATING EXP	15,320
		CONTRACT SERVICES	(214,000)
		CAPITAL OUTLAY	(4,000)
		UTILITIES	59,400
		CAPITAL	1,500
		DEBT SERVICE	(41,000)
	HOUSING AUTHORITY FACILITIES Total		**(184,280)**
293	**HOUSING ASSET FUND**		
		BENEFITS	4,000
		OPERATING EXP	1,600
		CONTRACT SERVICES	(110,270)
		CAPITAL OUTLAY	(1,000)
		UTILITIES	2,270
		PROGRAM EXP	6,066,400
	HOUSING ASSET FUND Total		**5,963,000**
300	**WATER PARK**		
		SALARIES	23,950
	WATER PARK Total		**23,950**
525	**DEBT SVC-PFA**		
		CONTRACT SERVICES	3,500
	DEBT SVC-PFA Total		**3,500**
735	**CFD 2005-1 REDEMPTION FUND**		
		TRANSFERS OUT	4,000
	CFD 2005-1 REDEMPTION FUND Total		**4,000**

MEASURE AV
FY 2025 MID-YEAR BUDGET
REVENUES & EXPENDITURES BY PROGRAM

Measure AV Category	Project Description	FY 2024 Actual	FY 2025 YTD Actual	FY 2025 Adopted	FY 2025 Mid-Year Adj.	FY 2025 Proposed	$ Chg
REVENUES							
Revenue	General Sales Tax	22,587,610	5,533,599	22,888,000	(368,000)	22,520,000	(368,000)
	Interest Income	800,306	-	-	-	-	-
Revenue Total		**23,387,916**	**5,533,599**	**22,888,000**	**(368,000)**	**22,520,000**	**(368,000)**
EXPENDITURES							
A. Public Safety	**Animal Services**						
	Independent Operation Feasibility	67,359	-	-	-	-	-
	Animal Health Services	143,352	-	300,000	-	300,000	-
	Emergency Management	201,464	113,727	231,900	-	231,900	-
	Community Compliance	1,336,988	584,036	2,130,520	-	2,130,520	-
	Public Safety Equipment	-	-	-	-	-	-
	Sheriff Contract						
	General Contract	1,838,470	789,000	1,893,600	-	1,893,600	-
	Infrastructure/Commercial	227,380	97,583	234,200	-	234,200	-
	Community Programs	4,092,650	1,756,417	4,215,400	-	4,215,400	-
	Economic Development	1,050,600	450,875	1,082,100	-	1,082,100	-
A. Public Safety Total		**8,958,263**	**3,791,638**	**10,087,720**	**-**	**10,087,720**	**-**
B. Infrastructure / CIP							
	Safe and Clean Parks						
	Sam Yellen Park	5,745,599	1,935,999	6,083,400	-	6,083,400	-
	Courson Revitalization Project	-	-	-	300,000	300,000	300,000
	McAdam Park Cultural Art	-	-	150,000	-	150,000	-
	McAdam Park Battery Storage	442,795	-	362,350	197,490	559,840	197,490
	McAdam Park Renovation	125,015	150,915	6,686,420	(3,486,420)	3,200,000	(3,486,420)
	MK Park Pool Enclosure	65,925	9,109	352,530	350,000	702,530	350,000
	MK BOTW Concession Sitework	-	-	-	500,000	500,000	500,000
	Parks Master Plan	79,299	2,579	10,700	-	10,700	-
	General Park Improvements	2,331,550	331,801	2,669,300	140,000	2,809,300	140,000
	Graffiti Abatement Vehicles	145,077	-	156,950	-	156,950	-
	Abatement/Prevention/Maintenance Prgrms	-	-	285,000	-	285,000	-
	Street Sweeping Signage	121,154	270,749	346,620	100,000	446,620	100,000
	CIP Multi-Year Projects					-	-
	Citywide Security	364,792	74,749	1,307,700	(807,700)	500,000	(807,700)
	Hammack Demolition	-	-	50,000	116,930	166,930	116,930
	Facility Improvements - Aero	112,020	33,981	337,980	278,020	616,000	278,020
	Chimbole	-	176,459	2,200,000	-	2,200,000	-
	Public Facility Energy Efficiency Projects / Sportsfield Lighting	5,957,637	814,624	4,309,360	1,893,030	6,202,390	1,893,030
	Memorial Honor Wall	2,275	-	10	-	10	-
B. Infrastructure / CIP Total		**15,493,138**	**3,800,965**	**25,308,320**	**(418,650)**	**24,889,670**	**(418,650)**

MEASURE AV
FY 2025 MID-YEAR BUDGET
REVENUES & EXPENDITURES BY PROGRAM

Measure AV Category	Project Description	FY 2024 Actual	FY 2025 YTD Actual	FY 2025 Adopted	FY 2025 Mid-Year Adj.	FY 2025 Proposed	$ Chg
C. Community Programs							
	SAVES	89,609	84,130	444,090	3,000	447,090	3,000
	Unhoused Programs	135,025	49,633	150,000	-	150,000	-
	Mental Health Programs	-	-	-	750,000	750,000	750,000
	Community Partnership Programs	-	-	50,000	-	50,000	-
	Senior Programs/Legacy Commons	343,611	173,671	418,690	(1,980)	416,710	(1,980)
	Veteran Support	1,900	3,645	25,000	-	25,000	-
	Recreation Scholarships	13,232	1,316	20,000	-	20,000	-
	Community Events						
	Community Events	844,119	766,526	1,043,150	45,000	1,088,150	45,000
C. Community Programs Total		**1,427,496**	**1,078,921**	**2,150,930**	**796,020**	**2,946,950**	**796,020**
D. Economic Development							
	Economic Development						
	Business Retention	72,636	73,522	140,000	-	140,000	-
	Auto Mall Partnership	33,390	337,460	567,050	-	567,050	-
	Aerospace Incentive Program	62,500	-	687,500	-	687,500	-
	Property Acquisition & Entitlement	30,703	67,800	573,690	-	573,690	-
	Film & Tourism	75,114	11,783	88,360	-	88,360	-
D. Economic Development Total		**274,343**	**490,565**	**2,056,600**	**-**	**2,056,600**	**-**
Administrative Costs							
	Program Administration - 5% cap	77,972	45,672	78,500	-	78,500	-
	Independent Audit	10,000	-	10,000	-	10,000	-
Administrative Costs Total		**87,972**	**45,672**	**88,500**	**-**	**88,500**	**-**
Expenditure Total		**26,241,212**	**9,207,761**	**39,692,070**	**377,370**	**40,069,440**	**377,370**
Surplus/(Deficit)		**(2,853,296)**		**(16,804,070)**		**(17,549,440)**	
Beginning Fund Balance		**24,565,678**		**21,712,382**		**21,712,382**	
Change in Fund Balance		**(2,853,296)**		**(16,804,070)**		**(17,549,440)**	
Ending Fund Balance - Before Reserves		**21,712,382**		**4,908,312**		**4,162,942**	
Reserve Requirement - 10%		**2,624,121**		**3,969,207**		**4,006,944**	
Ending Fund Balance - After Reserves		**19,088,261**		**939,105**		**155,998**	

AMERICAN RESCUE PLAN ACT
FY 2025 MID-YEAR BUDGET
REVENUES & EXPENDITURES BY PROGRAM

ARPA Reporting Category	Project Description		FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Adopted	FY 2025 Mid-Year Adj.	FY 2025 Proposed	$ Chg
U.S. Treasury Allocation:	**$**	**35,455,019**							
REVENUES									
Revenue	American Rescue Plan Act Allocation		$ 342,808	12,580,662	9,416,435	13,200,120	-	13,200,120	-
	Program Income - Interest		24,499	703,801	1,686,876	300,000	-	300,000	-
Revenue Total			**367,307**	**13,284,463**	**11,103,311**	**13,500,120**	**-**	**13,500,120**	**-**
EXPENDITURES									
1. Public Health and Safety									
	Mental Health Partnerships		-	-	-	2,175,000	(2,175,000)	-	(2,175,000)
	Oasis vaccine clinic vinyl floor covering		-	14,983	-	-	-	-	-
	Public Facility Health & Safety, Energy Efficiency		-	-	4,900,835	65,770	(65,770)	-	(65,770)
	Records Digitization		-	-	165	1,254,840	(754,840)	500,000	(754,840)
	Well-Being Lab - Mental Health Services		-	146,300	242,367	911,330	(555,000)	356,330	(555,000)
1. Public Health Total			**-**	**161,283**	**5,143,367**	**4,406,940**	**(3,550,610)**	**856,330**	**(3,550,610)**
2. Negative Economic Impacts									
	Affordable Housing		-	-	-	-	600,000	600,000	600,000
	Business Grants		-	54,966	21,000	24,040	(24,040)	-	(24,040)
	Business Retention		212,142	195,000	150,000	450,000	(100,000)	350,000	(100,000)
	Film Incentive Programs		30,000	49,256	-	60,470	(60,470)	-	(60,470)
	SAVES Facility Improvements		-	-	-	705,000	913,000	1,618,000	913,000
	Tourism		-	68,993	53,829	2,170	(2,170)	-	(2,170)
	Unhoused Programs		-	-	686,220	1,313,780	-	1,313,780	-
2. Negative Economic Impacts Total			**242,142**	**368,215**	**911,049**	**2,555,460**	**1,326,320**	**3,881,780**	**1,326,320**
3.Public Health -Negative Economic Impact: Public Sector									
	Affordable Housing Programs		-	2,000,000	-	-	-	-	-
	Community Choice Aggregate Programs		-	1,754,220	745,780	-	-	-	-
	Emergency Operations Center Relocation		-	-	-	2,000,000	1,801,830	3,801,830	1,801,830
	Library Services		17,306	86,617	53,860	63,680	(19,330)	44,350	(19,330)
	Park Facility Energy Improvements		-	-	74,786	80,210	(80,210)	-	(80,210)
	Public Parks/Facilities Improvements		-	-	-	3,127,170	(3,127,170)	-	(3,127,170)
	SAVES Operations		-	-	-	300,000	(300,000)	-	(300,000)
	Sheriff Contract		-	4,500,000	2,000,000	-	-	-	-
3. Services to Disproportionately Impacted Communities Total			**17,306**	**8,340,837**	**2,874,426**	**5,571,060**	**(1,724,880)**	**3,846,180**	**(1,724,880)**
4. Premium Pay									
	Premium Pay		-	1,005,500	-	-	-	-	-
4. Premium Pay Total			**-**	**1,005,500**	**-**	**-**	**-**	**-**	**-**
6. Revenue Replacement									
	Chimbole/Library/City Hall Imp.		-	-	-	-	4,298,250	4,298,250	4,298,250
	Film Consultants		-	59,300	59,300	-	-	-	-
	Hammack Center Demolition		-	15,050	303,023	106,930	(106,930)	-	(106,930)
	Multiagency Regional Resiliency Center (MARRC)		-	2,500,000	-			-	-
	Mutual Aid Regional Response		40,333	-	-	-	-	-	-
	Park Improvements		-	-	111,816	388,180	(191,270)	196,910	(191,270)
	Technology Infrastructure		35,500	122,832	-	-	-	-	-

AMERICAN RESCUE PLAN ACT
FY 2025 MID-YEAR BUDGET
REVENUES & EXPENDITURES BY PROGRAM

ARPA Reporting Category	Project Description	FY 2022 Actual	FY 2023 Actual	FY 2024 Actual	FY 2025 Adopted	FY 2025 Mid-Year Adj.	FY 2025 Proposed	$ Chg
6. Revenue Replacement Total		**75,833**	**2,697,182**	**474,139**	**495,110**	**4,000,050**	**4,495,160**	**4,000,050**
7. Administrative & Other								
	AdministrativeCosts	7,527	7,645	13,455	86,550	(50,890)	35,660	(50,890)
7. Administrative & Other Total		**7,527**	**7,645**	**13,455**	**86,550**	**(50,890)**	**35,660**	**(50,890)**
Expenditure Total		**342,808**	**12,580,662**	**9,416,436**	**13,115,120**	**(10)**	**13,115,110**	**(10)**
Remaining Allocation		**35,455,019**	**35,112,211**	**22,531,549**	**13,115,113**		**13,115,113**	
Expenditures		**342,808**	**12,580,662**	**9,416,436**	**13,115,120**		**13,115,110**	
Ending Allocation		**35,112,211**	**22,531,549**	**13,115,113**	**(7)**		**3**	

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2025 Adopted Budget	FY 2025 Mid-Year Adj	2025 Proposed Budget
B0004	**ADA COMPLIANCE**	203	PROP A FUND	395,580		395,580
B0004	**ADA COMPLIANCE**	206	LOCAL TRANSP FUND ART 3	417,420	(194,660)	222,760
B0004	**ADA COMPLIANCE**	280	CDBG FUND	800,000		800,000
B0004 Total				**1,613,000**	**(194,660)**	**1,418,340**
B0013	**ADA COMP-AVE Q 12/10TH-12TH E**	280	CDBG FUND	20,330	45,670	66,000
B0013	**ADA COMP-AVE Q 12/10TH-12TH E**	214	PROP C LOCAL RETURN	5,800	50,000	55,800
B0013 Total				**26,130**	**95,670**	**121,800**
D0001	**AMARGOSA DRAINAGE**	222	AMARGOSA DRAINAGE FUND	20,000		20,000
D0001 Total				**20,000**		**20,000**
D0002	**ANAVERDE DRAINAGE**	223	ANAVERDE DRAINAGE FUND	20,000		20,000
D0002 Total				**20,000**		**20,000**
D0003	**PORTAL RIDGE DRAINAGE**	224	PORTAL RIDGE DRAINAGE FUND	20,000		20,000
D0003 Total				**20,000**		**20,000**
D0004	**PEARLAND DRAINAGE**	225	PEARLAND DRAINAGE FUND	19,620		19,620
D0004 Total				**19,620**		**19,620**
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	211	MEASURE A LA COUNTY PARKS	999,660		999,660
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	222	AMARGOSA DRAINAGE FUND	286,370		286,370
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	223	ANAVERDE DRAINAGE FUND	386,920		386,920
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	224	PORTAL RIDGE DRAINAGE FUND	448,700		448,700
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	225	PEARLAND DRAINAGE FUND	944,200		944,200
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	226	LITTLEROCK DRAINAGE FUND	50,000		50,000
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	230	BIG ROCK DRAINAGE FUND	73,400		73,400
D0008 Total				**3,189,250**		**3,189,250**
D0101	**DETENTION BASIN MAINT & REPAIR**	101	GENERAL FUND	160,000		160,000
D0101 Total				**160,000**		**160,000**
D0118	**PEARLAND DRAINAGE PLAN STUDY**	225	PEARLAND DRAINAGE FUND	502,280		502,280
D0118 Total				**502,280**		**502,280**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2025 Adopted Budget	FY 2025 Mid-Year Adj	2025 Proposed Budget
D0119	**OASIS PARK BASIN UPGRADE**	225	PEARLAND DRAINAGE FUND	1,160,000		1,160,000
D0119 Total				**1,160,000**		**1,160,000**
D0120	**40TH E/AVE R DRAINAGE IMPRV**	225	PEARLAND DRAINAGE FUND	2,300,000		2,300,000
D0120 Total				**2,300,000**		**2,300,000**
D0171	**DRNG IMPR 25 W OLIVE DR/AVE S**	225	PEARLAND DRAINAGE FUND	500,000		500,000
D0171 Total				**500,000**		**500,000**
D0173	**TS HILARY-BERNARDIN WALL RPR**	225	PEARLAND DRAINAGE FUND	80,000		80,000
D0173 Total				**80,000**		**80,000**
F0010	**CITY FACILITIES**	157	MEASURE AV	337,980	278,020	616,000
F0010	**CITY FACILITIES**	158	AMERICAN RESCUE PLAN FUND	2,000,000	1,801,830	3,801,830
F0010	**CITY FACILITIES**	229	PUBLIC FACILITIES FUND	165,210	434,790	600,000
F0010	**CITY FACILITIES**	240	FEDERAL FUNDS FUND	1,300,000	12,390	1,312,390
F0010 Total				**3,803,190**	**2,527,030**	**6,330,220**
F0028	**PTC WAYFINDING SIGNAGE**	203	PROP A FUND	36,800		36,800
F0028 Total				**36,800**		**36,800**
F0047	**LIBRARY IMPROVEMENTS**	241	STATE GRANTS FUND	675,620		675,620
F0047 Total				**675,620**		**675,620**
F0052	**PLAYHOUSE HVAC UPGRADE**	220	PARK DEVELOPMENT FUND	12,010		12,010
F0052	**PLAYHOUSE HVAC UPGRADE**	229	PUBLIC FACILITIES FUND	24,320		24,320
F0052 Total				**36,330**		**36,330**
F0060	**PTC TRANSIT INFRSTR IMPR**	209	MEASURE M FUND	1,660,520		1,660,520
F0060 Total				**1,660,520**		**1,660,520**
F0062	**SAVES/OASIS GENERATORS**	241	STATE GRANTS FUND	28,840	(28,840)	-
F0062 Total				**28,840**	**(28,840)**	**-**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2025 Adopted Budget	FY 2025 Mid-Year Adj	2025 Proposed Budget
F0082	**PALMDALE FILM STAGE**	101	GENERAL FUND	50,000		50,000
F0082	**PALMDALE FILM STAGE**	229	PUBLIC FACILITIES FUND	3,000	197,000	200,000
F0082 Total				**53,000**	**197,000**	**250,000**
F0083	**CITY WIDE SECURITY**	157	MEASURE AV	1,307,700	(807,700)	500,000
F0083	**CITY WIDE SECURITY**	203	PROP A FUND	328,060		328,060
F0083 Total				**1,635,760**	**(807,700)**	**828,060**
F0121	**CITY DEV SVCS ELEVATOR REPAIR**	229	PUBLIC FACILITIES FUND	118,850		118,850
F0121 Total				**118,850**		**118,850**
F0122	**FIRE SUPRESSION RETROFITTING**	229	PUBLIC FACILITIES FUND	640	(640)	-
F0122 Total				**640**	**(640)**	**-**
F0137	**OASIS GENERATOR**	158	AMERICAN RESCUE PLAN FUND	80,210	(80,210)	-
F0137 Total				**80,210**	**(80,210)**	**-**
F0148	**OASIS REC CNTR ROOF**	101	GENERAL FUND	200,000		200,000
F0148 Total				**200,000**		**200,000**
F0149	**MK PARK REC CNTR CANOPY**	101	GENERAL FUND	132,290		132,290
F0149 Total				**132,290**		**132,290**
F0156	**HAMMACK CNT DEMO**	157	MEASURE AV	50,000	116,930	166,930
F0156	**HAMMACK CNT DEMO**	158	AMERICAN RESCUE PLAN FUND	106,930	(106,930)	-
F0156 Total				**156,930**	**10,000**	**166,930**
F0161	**CHIMBOLE/LIBRARY/CITY HALL IMP**	101	GENERAL FUND	6,540		6,540
F0161	**CHIMBOLE/LIBRARY/CITY HALL IMP**	157	MEASURE AV	2,200,000		2,200,000
F0161 Total				**2,206,540**		**2,206,540**
F0164	**FACILITIES REPAIR P&R BLDG**	229	PUBLIC FACILITIES FUND	197,000		197,000
F0164 Total				**197,000**		**197,000**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2025 Adopted Budget	FY 2025 Mid-Year Adj	2025 Proposed Budget
F0178	**SAVES TENANT IMPR**	158	AMERICAN RESCUE PLAN FUND	705,000	913,000	1,618,000
F0178	**SAVES TENANT IMPR**	280	CDBG FUND	100,000	(100,000)	-
F0178 Total				**805,000**	**813,000**	**1,618,000**
FXXXX	**TV LINC**	158	AMERICAN RESCUE PLAN FUND	-	600,000	600,000
FXXXX Total				**-**	**600,000**	**600,000**
FXXXY	**CHIMBOLE/LIBRARY/CITY HALL IMP**	158	AMERICAN RESCUE PLAN FUND	-	4,298,250	4,298,250
FXXXY Total				**-**	**4,298,250**	**4,298,250**
G0007	**PAVEMENT MANAGEMENT PROGRAM**	207	LOCAL TRANSP FUND ART 8	335,650	150,000	485,650
G0007	**PAVEMENT MANAGEMENT PROGRAM**	214	PROP C LOCAL RETURN	-	250,000	250,000
G0007 Total				**335,650**	**400,000**	**735,650**
G0026	**PUBLIC WORKS SOFTWARE UPGRADE**	201	GAS TAX FUND	159,320		159,320
G0026 Total				**159,320**		**159,320**
G0030	**GENERAL PLAN UPDATE**	101	GENERAL FUND	85,320		85,320
G0030	**GENERAL PLAN UPDATE**	241	STATE GRANTS FUND	68,760		68,760
G0030 Total				**154,080**		**154,080**
G0095	**PUB FACILITY ENERGY EFFICIENCY**	101	GENERAL FUND	141,770		141,770
G0095	**PUB FACILITY ENERGY EFFICIENCY**	157	MEASURE AV	3,509,660	1,893,030	5,402,690
G0095	**PUB FACILITY ENERGY EFFICIENCY**	242	MISC GRANT/DEVELOPER CONTRIB	-		-
G0095 Total				**3,717,200**	**1,827,260**	**5,544,460**
G0096	**BATTERY STORAGE PROJECT**	157	MEASURE AV	362,350	197,490	559,840
G0096	**BATTERY STORAGE PROJECT**	205	AIR QUALITY IMPROVEMENT FUND	19,730	233,510	253,240
G0096 Total				**382,080**	**431,000**	**813,080**
G0157	**DIGITAL EQUITY STUDY**	241	STATE GRANTS FUND	297,390		297,390
G0157 Total				**297,390**		**297,390**
G0168	**RECORD DIGITIZATION**	158	AMERICAN RESCUE PLAN FUND	1,254,840	(754,840)	500,000
G0168 Total				**1,254,840**	**(754,840)**	**500,000**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2025 Adopted Budget	FY 2025 Mid-Year Adj	2025 Proposed Budget
G0171	MULTIAGENCY REGIONAL RES CNTR	101	GENERAL FUND	6,000,000		6,000,000
G0171 Total				**6,000,000**		**6,000,000**
G0172	DOT CHARGING FACILITY INFR	240	FEDERAL FUNDS FUND	1,844,000		1,844,000
G0172 Total				**1,844,000**		**1,844,000**
L0011	AUTO MALL LANDSCAPE PROJECT	481	AD90-2 7TH ST WEST IMPROVEMENT	20,640		20,640
L0011 Total				**20,640**		**20,640**
L0013	LMD DESIGN AND RENOVATION	251	LANDSCAPE MAINTENANCE FUND	226,580	50,000	276,580
L0013 Total				**226,580**	**50,000**	**276,580**
L0088	PALM BLVD/47TH LNDSCP	214	PROP C LOCAL RETURN	124,740	50,000	174,740
L0088 Total				**124,740**	**50,000**	**174,740**
P0009	SAM YELLEN PARK	156	PUBLIC ART FUND	173,950		173,950
P0009	SAM YELLEN PARK	157	MEASURE AV	6,083,400		6,083,400
P0009	SAM YELLEN PARK	211	MEASURE A LA COUNTY PARKS	519,080	1,795,490	2,314,570
P0009	SAM YELLEN PARK	220	PARK DEVELOPMENT FUND	3,042,160		3,042,160
P0009 Total				**9,818,590**	**1,795,490**	**11,614,080**
P0027	DRY TOWN WP-REFURBISHMENT	250	PARK ASSESSMENTS FUND	15,510		15,510
P0027 Total				**15,510**		**15,510**
P0042	COMMUNITY PUBLIC ART PROJECTS	156	PUBLIC ART FUND	60,000		60,000
P0042	COMMUNITY PUBLIC ART PROJECTS	242	MISC GRANT/DEVELOPER CONTRIB	42,670		42,670
P0042 Total				**102,670**		**102,670**
P0052	MARIE KERR PARK N RIDE	203	PROP A FUND	4,902,250	(173,640)	4,728,610
P0052	MARIE KERR PARK N RIDE	211	MEASURE A LA COUNTY PARKS	487,060	1,130,260	1,617,320
P0052	MARIE KERR PARK N RIDE	254	SEWER MAINT ASSESSMENT DIST	1,000,000		1,000,000
P0052 Total				**6,389,310**	**956,620**	**7,345,930**
P0054	RANCHO VISTA PARK	220	PARK DEVELOPMENT FUND	10		10
P0054 Total				**10**		**10**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2025 Adopted Budget	FY 2025 Mid-Year Adj	2025 Proposed Budget
P0055	**ARNIE QUINONES PARK**	220	PARK DEVELOPMENT FUND	-	100,000	100,000
P0055 Total				**-**	**100,000**	**100,000**
P0105	**MK PARK SWIM DECK**	157	MEASURE AV	152,530	(152,530)	-
P0105	**MK PARK SWIM DECK**	211	MEASURE A LA COUNTY PARKS	1,000,000		1,000,000
P0105 Total				**1,152,530**	**(152,530)**	**1,000,000**
P0107	**MEMORIAL & HONOR WALL**	157	MEASURE AV	10		10
P0107 Total				**10**		**10**
P0109	**SPORTS FIELD MAINTENANCE**	157	MEASURE AV	1,863,500	140,000	2,003,500
P0109	**SPORTS FIELD MAINTENANCE**	242	MISC GRANT/DEVELOPER CONTRIB	115,000		115,000
P0109 Total				**1,978,500**	**140,000**	**2,118,500**
P0110	**PARK MASTER PLAN**	157	MEASURE AV	10,700		10,700
P0110 Total				**10,700**		**10,700**
P0111	**SPORTS FIELD LED LIGHT RETROFI**	157	MEASURE AV	799,700	-	799,700
P0111 Total				**799,700**	**-**	**799,700**
P0115	**DESERT SANDS PARK IMPROVEMENTS**	229	PUBLIC FACILITIES FUND	270	(270)	-
P0115 Total				**270**	**(270)**	**-**
P0117	**BOTW SNACK BAR**	101	GENERAL FUND	-	271,270	271,270
P0117	**BOTW SNACK BAR**	157	MEASURE AV	-	500,000	500,000
P0117	**BOTW SNACK BAR**	158	AMERICAN RESCUE PLAN FUND	388,180	(191,270)	196,910
P0117 Total				**388,180**	**580,000**	**968,180**
P0130	**MCADAM PARK RENOV**	157	MEASURE AV	6,686,420	(3,486,420)	3,200,000
P0130	**MCADAM PARK RENOV**	242	MISC GRANT/DEVELOPER CONTRIB	275,000		275,000
P0130	**MCADAM PARK RENOV**	254	SEWER MAINT ASSESSMENT DIST	200,000		200,000
P0130 Total				**7,161,420**	**(3,486,420)**	**3,675,000**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2025 Adopted Budget	FY 2025 Mid-Year Adj	2025 Proposed Budget
P0131	**COURSON REVITALIZATION**	101	GENERAL FUND	150,000		150,000
P0131	**COURSON REVITALIZATION**	156	PUBLIC ART FUND	50,000	(50,000)	-
P0131	**COURSON REVITALIZATION**	157	MEASURE AV	-	300,000	300,000
P0131	**COURSON REVITALIZATION**	158	AMERICAN RESCUE PLAN FUND	3,127,170	(3,127,170)	-
P0131	**COURSON REVITALIZATION**	220	PARK DEVELOPMENT FUND	-		-
P0131 Total				**7,170,270**	**(2,827,170)**	**4,343,100**
P0140	**MK PARK POOL ENCLOSURE**	157	MEASURE AV	200,000	502,530	702,530
P0140 Total				**200,000**	**502,530**	**702,530**
P0144	**BARREL SPRINGS TRL IMPR**	220	PARK DEVELOPMENT FUND	42,000	(42,000)	-
P0144	**BARREL SPRINGS TRL IMPR**	242	MISC GRANT/DEVELOPER CONTRIB	-	100,000	100,000
P0144 Total				**42,000**	**58,000**	**100,000**
P0151	**MCADAM CULTURAL ART**	156	PUBLIC ART FUND	75,000		75,000
P0151	**MCADAM CULTURAL ART**	157	MEASURE AV	150,000		150,000
P0151	**MCADAM CULTURAL ART**	220	PARK DEVELOPMENT FUND	75,000		75,000
P0151 Total				**300,000**		**300,000**
P0172	**PELONA VISTA P&R LIGHTING**	203	PROP A FUND	93,040		93,040
P0172 Total				**93,040**		**93,040**
P0176	**YELLEN SOCCER**	241	STATE GRANTS FUND	260,000	(260,000)	-
P0176 Total				**260,000**	**(260,000)**	**-**
P0179	**PALMDALE AMP WIFI**	220	PARK DEVELOPMENT FUND	225,000		225,000
P0179 Total				**225,000**		**225,000**
P0180	**PLAYHOUSE INFR MAINT**	220	PARK DEVELOPMENT FUND	275,000		275,000
P0180 Total				**275,000**		**275,000**
P0181	**DT LITTLE MINER REFURB**	300	WATER PARK	180,000		180,000
P0181 Total				**180,000**		**180,000**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2025 Adopted Budget	FY 2025 Mid-Year Adj	2025 Proposed Budget
P0182	**DT PATHWAY LIGHTING RETROFIT**	300	WATER PARK	350,000		350,000
P0182 Total				**350,000**		**350,000**
P0183	**DT SPLASH POOL REPAIR**	300	WATER PARK	150,000		150,000
P0183 Total				**150,000**		**150,000**
P0184	**DT TWR B MECHANICAL REFURB**	300	WATER PARK	216,000		216,000
P0184 Total				**216,000**		**216,000**
P0185	**DT TWR B REPAIRS**	300	WATER PARK	750,000		750,000
P0185 Total				**750,000**		**750,000**
PXXXX	**ADA SIDEWALKS**	280	CDBG FUND	-	650,000	650,000
PXXXX Total				**-**	**650,000**	**650,000**
PXXXY	**ADA IMPROVEMENTS-PLAYGROUNDS**	280	CDBG FUND	-	500,000	500,000
PXXXY Total				**-**	**500,000**	**500,000**
S0025	**STREET RESURFACING PROGRAM**	201	GAS TAX FUND	8,428,120		8,428,120
S0025	**STREET RESURFACING PROGRAM**	207	LOCAL TRANSP FUND ART 8	3,376,360		3,376,360
S0025	**STREET RESURFACING PROGRAM**	210	ROAD MAINT & REHAB ACCT FUND	8,274,760		8,274,760
S0025	**STREET RESURFACING PROGRAM**	214	PROP C LOCAL RETURN	5,049,220		5,049,220
S0025 Total				**25,128,460**		**25,128,460**
S0040	**RANCHO VISTA GRADE SEP PH II**	201	GAS TAX FUND	400,000		400,000
S0040 Total				**400,000**		**400,000**
S0044	**NO CO FORUM ITS EXPANSION**	203	PROP A FUND	2,985,640		2,985,640
S0044	**NO CO FORUM ITS EXPANSION**	204	PROP C FUND	4,061,850		4,061,850
S0044 Total				**7,047,490**		**7,047,490**
S0049	**SR 138 PALMDALE BLVD 5TH/10TH**	208	MEASURE R FUND	19,627,670		19,627,670
S0049 Total				**19,627,670**		**19,627,670**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2025 Adopted Budget	FY 2025 Mid-Year Adj	2025 Proposed Budget
S0050	**SR 138/10TH ST W INTERCHANGE**	208	MEASURE R FUND	23,577,670		23,577,670
S0050 Total				**23,577,670**		**23,577,670**
S0051	**SR 138/PLMDL BLVD SB 14 RAMP**	208	MEASURE R FUND	41,892,480		41,892,480
S0051	**SR 138/PLMDL BLVD SB 14 RAMP**	209	MEASURE M FUND	3,351,220		3,351,220
S0051 Total				**45,243,700**		**45,243,700**
S0055	**SR 138 AVE N OVERCROSSING**	208	MEASURE R FUND	6,256,620		6,256,620
S0055 Total				**6,256,620**		**6,256,620**
S0058	**AVE R COMPLETE STRT & SAFE RTS**	201	GAS TAX FUND	1,555,050		1,555,050
S0058	**AVE R COMPLETE STRT & SAFE RTS**	207	LOCAL TRANSP FUND ART 8	324,490		324,490
S0058	**AVE R COMPLETE STRT & SAFE RTS**	209	MEASURE M FUND	379,620		379,620
S0058	**AVE R COMPLETE STRT & SAFE RTS**	240	FEDERAL FUNDS FUND	2,705,900		2,705,900
S0058 Total				**4,965,060**		**4,965,060**
S0061	**AVENUE R ITS SIGNAL SYNC**	203	PROP A FUND	583,980		583,980
S0061	**AVENUE R ITS SIGNAL SYNC**	204	PROP C FUND	2,880,170		2,880,170
S0061 Total				**3,464,150**		**3,464,150**
S0062	**COUNTY PAVEMENT PROJECT**	208	MEASURE R FUND	-		-
S0062	**COUNTY PAVEMENT PROJECT**	209	MEASURE M FUND	-		-
S0062	**COUNTY PAVEMENT PROJECT**	210	ROAD MAINT & REHAB ACCT FUND	362,730		362,730
S0062	**COUNTY PAVEMENT PROJECT**	254	SEWER MAINT ASSESSMENT DIST	364,800		364,800
S0062	**COUNTY PAVEMENT PROJECT**	218	MEASURE R LOCAL RETURN	365,550		365,550
S0062	**COUNTY PAVEMENT PROJECT**	219	MEASURE M LOCAL RETURN	575,090		575,090
S0062 Total				**3,253,670**		**3,253,670**
S0066	**HSIP ROUNDABOUT @ S-8 & 40TH E**	156	PUBLIC ART FUND	48,700		48,700
S0066	**HSIP ROUNDABOUT @ S-8 & 40TH E**	208	MEASURE R FUND	60,360		60,360
S0066	**HSIP ROUNDABOUT @ S-8 & 40TH E**	240	FEDERAL FUNDS FUND	2,414,810		2,414,810
S0066	**HSIP ROUNDABOUT @ S-8 & 40TH E**	218	MEASURE R LOCAL RETURN	1,578,010		1,578,010
S0066 Total				**4,101,880**		**4,101,880**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2025 Adopted Budget	FY 2025 Mid-Year Adj	2025 Proposed Budget
S0067	**CIVIC CENTER COMPLETE STREETS**	201	GAS TAX FUND	484,770		484,770
S0067	**CIVIC CENTER COMPLETE STREETS**	241	STATE GRANTS FUND	248,870	225,000	473,870
S0067	**CIVIC CENTER COMPLETE STREETS**	218	MEASURE R LOCAL RETURN	67,680	275,000	342,680
S0067	**CIVIC CENTER COMPLETE STREETS**	219	MEASURE M LOCAL RETURN	895,030		895,030
S0067 Total				**1,696,350**	**500,000**	**2,196,350**
S0072	**RV AND SIERRA AT GRADE SEP**	204	PROP C FUND	1,273,150		1,273,150
S0072 Total				**1,273,150**		**1,273,150**
S0075	**RV BLVD SH RR SAFETY CROSSING**	240	FEDERAL FUNDS FUND	3,700,250		3,700,250
S0075 Total				**3,700,250**		**3,700,250**
S0077	**20TH STREET WEST BRIDGE**	242	MISC GRANT/DEVELOPER CONTRIB	742,100		742,100
S0077 Total				**742,100**		**742,100**
S0124	**AVE M RESURFACING**	214	PROP C LOCAL RETURN	300,000		300,000
S0124 Total				**300,000**		**300,000**
S0125	**AVE M SR14 TO 10TH PUB ART**	218	MEASURE R LOCAL RETURN	255,000		255,000
S0125 Total				**255,000**		**255,000**
S0126	**AVE M INTERCHG IMPRV**	208	MEASURE R FUND	6,615,380		6,615,380
S0126 Total				**6,615,380**		**6,615,380**
S0142	**AVE M GRADE SEPARATION**	240	FEDERAL FUNDS FUND	1,500,000		1,500,000
S0142	**AVE M GRADE SEPARATION**	219	MEASURE M LOCAL RETURN	500,000		500,000
S0142 Total				**2,000,000**		**2,000,000**
S0143	**GUARDRAIL MAINTENANCE**	201	GAS TAX FUND	297,160		297,160
S0143 Total				**297,160**		**297,160**
S0145	**AVE R SH RR SAFETY CRS**	240	FEDERAL FUNDS FUND	842,260		842,260
S0145 Total				**842,260**		**842,260**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2025 Adopted Budget	FY 2025 Mid-Year Adj	2025 Proposed Budget
S0146	**SR138 PLMD BLVD SIDEWALK GAP C**	209	MEASURE M FUND	550,000		550,000
S0146 Total				**550,000**		**550,000**
S0155	**MUSICAL ROAD**	158	AMERICAN RESCUE PLAN FUND	2,170	(2,170)	-
S0155 Total				**2,170**	**(2,170)**	**-**
S0169	**PARKING ENF/SIGNAGE/SWEEPING**	157	MEASURE AV	346,620	100,000	446,620
S0169 Total				**346,620**	**100,000**	**446,620**
S0177	**AVTA BUS STOPS**	203	PROP A FUND	100,000		100,000
S0177 Total				**100,000**		**100,000**
S0186	**PALMDALE BLVD ACQ**	201	GAS TAX FUND	500,000		500,000
S0186 Total				**500,000**		**500,000**
S0187	**AVE T DESIGN & ENVIRONMENTAL**	210	ROAD MAINT & REHAB ACCT FUND	2,500,000		2,500,000
S0187 Total				**2,500,000**		**2,500,000**
T0006	**TRAFFIC SIGNAL LEFT PHASING**	221	TRAFFIC IMPACT FUND	100,000		100,000
T0006 Total				**100,000**		**100,000**
T0027	**15 E/SR 138 INTRSCTN IMPRVMT**	204	PROP C FUND	148,910		148,910
T0027 Total				**148,910**		**148,910**
T0031	**AVE R 45TH ST E TRAFFIC SIGNAL**	221	TRAFFIC IMPACT FUND	139,400		139,400
T0031 Total				**139,400**		**139,400**
T0032	**RVB & DIVISION ST TRAFFIC**	210	ROAD MAINT & REHAB ACCT FUND	745,290		745,290
T0032 Total				**745,290**		**745,290**
T0033	**TRAFFIC SIGNAL - AUTO CNTR & 5TH**	201	GAS TAX FUND	20	(20)	-
T0033 Total				**20**	**(20)**	**-**
T0127	**TRAFFIC SIGNAL M & 20TH E**	219	MEASURE M LOCAL RETURN	1,462,100		1,462,100
T0127 Total				**1,462,100**		**1,462,100**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP	Org Description	Fund	Fund Description	2025 Adopted Budget	FY 2025 Mid-Year Adj	2025 Proposed Budget
T0129	**RVB & ARMFIELD SIGNAL**	210	ROAD MAINT & REHAB ACCT FUND	679,210		679,210
T0129 Total				**679,210**		**679,210**
T0163	**CITYWIDE SIGNAL MOD**	240	FEDERAL FUNDS FUND	5,857,920		5,857,920
T0163	**CITYWIDE SIGNAL MOD**	218	MEASURE R LOCAL RETURN	644,100		644,100
T0163 Total				**6,502,020**		**6,502,020**
T0170	**TECHNOLOGY DR & 3 ST E**	210	ROAD MAINT & REHAB ACCT FUND	1,150,000		1,150,000
T0170 Total				**1,150,000**		**1,150,000**
U0001	**STORM DRAIN UPGRADE**	225	PEARLAND DRAINAGE FUND	1,000,000		1,000,000
U0001	**STORM DRAIN UPGRADE**	228	SEWER UPGRADE FUND	424,450		424,450
U0001	**STORM DRAIN UPGRADE**	254	SEWER MAINT ASSESSMENT DIST	2,700,000		2,700,000
U0001 Total				**4,124,450**		**4,124,450**
U0002	**LIFT STATION ELIM SEWER REPAIR**	254	SEWER MAINT ASSESSMENT DIST	1,931,190		1,931,190
U0002 Total				**1,931,190**		**1,931,190**
U0003	**CITY WIDE SEWER REPAIRS**	254	SEWER MAINT ASSESSMENT DIST	249,670		249,670
U0003 Total				**249,670**		**249,670**
U0004	**SEWER MANHOLE REPAIR AND RAISE**	254	SEWER MAINT ASSESSMENT DIST	5,390		5,390
U0004 Total				**5,390**		**5,390**
U0134	**FLEET MAINTENANCE BLDG**	254	SEWER MAINT ASSESSMENT DIST	4,000,000		4,000,000
U0134 Total				**4,000,000**		**4,000,000**
Grand Total				**260,007,490**	**8,586,380**	**268,593,870**

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
PERSONNEL REQUESTS

Ref	Dept.	Division	Position Title Requested	Status	FTE	Union (Y/N)	Funding Source	Annual Salary & Benefits Amount	FY 2025 Mid-Year Adj.
New Position Requests									
1	City Manager	Communications	Analyst I/II	FT	1	N	General Fund	158,420	52,810
2	City Manager	Administration	Office Assistant	FT	1	N	General Fund	80,000	26,667
3	City Manager	Administration	Coordinator I/II	FT	1	N	General Fund	143,660	47,887
4	City Manager	City Clerk	Clerk I (.5 FTE each)	PT	1.5	N	General Fund	77,720	25,907
5	Operations	Human Resources	Manager I/II	FT	1	N	General Fund	234,060	78,020
6	E&CD	Planning	Senior Planner	FT	1	N	General Fund	183,410	61,137
7	E&CD	Building & Safety	Inspector I/II	FT	1	N	General Fund	150,870	50,290
8	Public Safety	Public Safety	Code Enforcement Officer I/II	FT	2	N	General Fund	301,740	100,580
9	Public Safety	Public Safety	Code Enforcement Officer Senior	FT	1	N	General Fund	166,320	55,440
10	Parks & Recreation	Administration	Manager I	FT	1	N	General Fund	212,130	70,710
11	Parks & Recreation	Dry Town Water Park	Coordinator I/II	FT	1	N	WaterPark	143,660	47,887
12	Public Works	PW Administration	Administrative Assistant	FT	1	N	General Fund	112,600	37,533
13	Public Works	Maintenance	Maintenance Helper (.5 FTE each)	PT	1	Y	Landscape Maint.	60,820	20,273
14	Public Works	Maintenance	Operator I/II	FT	2	Y	Landscape Maint.	252,940	84,313
15	Public Works	Maintenance	Maintenance Specialist	FT	1	Y	General Fund	132,820	44,273
16	Public Works	Maintenance	Maintenance Worker I/II	FT	2	Y	TDA 8	208,120	69,373
Reclassification Requests									
1	Public Safety	Public Safety	Analyst II	FT	1	N	General Fund	16,230	6,763
2	Operations	Human Resources	Coordinator I/II	FT	1	N	General Fund	19,560	8,150
3	Public Works	Maintenance	Operator Senior	FT	1	Y	TDA 8	15,030	6,263
			New Position Total		**19.5**			**$ 2,670,110**	**$ 894,275**

* FY 2024-25 Mid-Year budget reflects salary costs for 4 months and takes into account the recruitment and onboarding period.

CITY OF PALMDALE
FY 2025 MID-YEAR BUDGET
CAPITAL OUTLAY REQUESTS

Ref		Department	Division	Quantity	FY 2025 Mid-Year Adj.
	Capital Outlay				
1	Asphalt coring drill	Public Works	Maintenance	1	18,000
			Subtotal		**18,000**
	New Vehicles				
2	Ford Explorer (Police Interceptor) or similar	Public Safety	Community Services Officers	6	342,000
3	SUV or equivalent vehicle with 3rd row seating	City Manager's Office	Administration	1	60,000
4	Service truck w/pressure washer	Public Works	Maintenance	1	85,000
5	Graffiti removal trucks	Public Works	Maintenance	2	340,000
			Subtotal		**827,000**
	New Vehicles With Position				
6	Ford F150 (Police Interceptor) or similar	Public Safety	Code Enforcement	2	120,000
7	Ford F150 (Police Interceptor) or similar	Public Safety	Code Enforcement	1	80,000
8	10-wheel dump truck	Public Works	Maintenance	1	280,000
9	Lightning Loader	Public Works	Maintenance	1	280,000
10	ZEV Service Truck	Public Works	Maintenance	1	85,000
11	Ford F350 Service Body Truck	Public Works	Maintenance	1	100,000
			Subtotal		**945,000**
			Total		**$ 1,790,000**

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY FOR GENERAL POSITIONS

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 City's Classification and Pay Plan for General Positions is amended as set forth in the attached Exhibit 1.

SECTION 2. The City Clerk shall certify the passage and adoption of this resolution Amending the City's Classification and Pay Plan for General Positions. It is deemed to be effective February 18, 2025.

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SECTION 3. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 18th day of February, 2025.

_____
Richard J. Loa, Mayor

APPROVED AS TO FORM:

_____
William P. Curley, III
City Attorney

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City 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 18th day of February, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

CLASSIFICATION & PAY PLAN - GENERAL POSITIONS
FY 2024-25
As of February 18, 2025

TITLE	RANGE #	HOURLY RANGE
Intern	14	$17.51 - $19.75
Administrative Intern	18	$19.17 - $24.47
Office Assistant I	20	$21.14 - $26.98
SAVES Assistant	22	$23.31 - $29.75
Neighborhood Compliance Officer	24	$25.7 - $32.81
Senior Neighborhood Compliance Officer	26	$28.34 - $36.16
Technician I	26	$28.34 - $36.16
Administrative Assistant	27	$29.75 - $37.97
Coordinator I	30	$34.44 - $43.96

TITLE	RANGE #	MONTHLY RANGE
Office Assistant I	20	$3,664 - $4,677
Account Clerk I	22	$4,040 - $5,157
Office Assistant II	22	$4,040 - $5,157
SAVES Assistant	22	$4,040 - $5,157
Account Clerk II	24	$4,455 - $5,687
Neighborhood Compliance Officer	24	$4,455 - $5,687
Community Compliance Aide I	26	$4,912 - $6,268
Community Service Officer	26	$4,912 - $6,268
Senior Account Clerk	26	$4,912 - $6,268
Senior Neighborhood Compliance Officer	26	$4,912 - $6,268
Technician I	26	$4,912 - $6,268
Administrative Assistant	27	$5,157 - $6,581
Community Compliance Aide II	28	$5,413 - $6,913
Specialist	28	$5,413 - $6,913
Technician II	28	$5,413 - $6,913

TITLE	RANGE #	MONTHLY RANGE
Senior Administrative Assistant	29	$5,687 - $7,256
Coordinator I	30	$5,970 - $7,620
Planning Aide	30	$5,970 - $7,620
Senior Technician	30	$5,970 - $7,620
Buyer	31	$6,268 - $8,001
City Council Legislative Aide	31	$6,268 - $8,001
Code Enforcement Officer I	31	$6,268 - $8,001
Executive Assistant	31	$6,268 - $8,001
Inspector I	31	$6,268 - $8,001
Assistant Planner	32	$6,581 - $8,400
Coordinator II	32	$6,581 - $8,400
Specialist Sr	32	$6,581 - $8,400
Supervising Technician	32	$6,581 - $8,400
Code Enforcement Officer II	33	$6,913 - $8,821
Inspector II	33	$6,913 - $8,821
Senior Buyer	33	$6,913 - $8,821
Supervisor I	33	$6,913 - $8,821
Analyst I	34	$7,256 - $9,263
Associate Planner	34	$7,256 - $9,263
Coordinator Sr	34	$7,256 - $9,263
Senior Engineering Technician	34	$7,256 - $9,263
Code Enforcement Officer Sr	35	$7,620 - $9,726
Inspector Sr	35	$7,620 - $9,726
Supervisor II	35	$7,620 - $9,726
Analyst II	36	$8,001 - $10,213
Supervising Coordinator	37	$8,400 - $10,714
Supervisor Sr	37	$8,400 - $10,714
Senior Planner	37	$8,400 - $10,714
Analyst Sr	38	$8,821 - $11,258
Safety Officer	38	$8,821 - $11,258
Superintendent	38	$8,821 - $11,258

TITLE	RANGE #	MONTHLY RANGE
Associate Engineer	39	$9,263 - $11,821
Project Manager	39	$9,263 - $11,821
Supervising Inspector	39	$9,263 - $11,821
Supervising Plan Reviewer	39	$9,263 - $11,821
Emergency Services Administrator	40	$9,726 - $12,414
Manager I	40	$9,726 - $12,414
Principal Planner	40	$9,726 - $12,414
Manager II	42	$10,714 - $13,685
Senior Civil Engineer	42	$10,714 - $13,685
City Clerk	43	$11,258 - $14,366
Building Official	44	$11,821 - $15,087
Manager Sr	44	$11,821 - $15,087
Deputy Director	46	$13,033 - $16,631
City Engineer	48	$14,366 - $18,339
Director	50	$15,839 - $20,219
Deputy City Manager	51	$16,631 - $21,230
Director of Public Works	51	$16,631 - $21,230
Assistant City Manager	55	$20,219 - $25,804
City Manager	Contract	Contract

MINUTES
CITY COUNCIL/SA/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JANUARY 8, 2025

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Loa called the meeting to order at 5:04 pm.

Note: All City Council memberships are reflected in their City Council titles.

2) ROLL CALL MAYOR LOA, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, OHLSEN, ALARCÓN COMMISSIONERS FRAGA-SAENZ, BETTS

PRESENT: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Bettencourt led the pledge of allegiance.

Mayor Loa announced the meeting would be adjourned in memory of former President Jimmy Carter and those who lost their lives in the recent fires.

4) PRESENTATIONS

4.1) Presentation of Government Finance Officers Association (GFOA) Distinguished Budget Award for Fiscal Year 2024-25.

Director of Operations Samson presented a certificate of recognition to the Council.

Mayor Loa commended the staff on the accomplishment.

5) PUBLIC COMMENTS CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

The following individuals provided public input on Item 7.5: Michael Disana, Diana Love, Joshua Christensen, Eugene Hernandez, Diane, Michelle, Rich Gallego, Fernando Dutra, Yul Gevargis.

6) JOINT CITY COUNCIL/HOUSING AUTHORITY CONSENT CALENDAR

6.1) Approve Project Authorizations A through G under Master Services Agreement with Good Guard Security, Inc., for unarmed security guard services for the Housing Authority of the City of Palmdale facilities for an amount not to exceed $2,858,300; and approve Project Authorizations A and B under Master Services Agreement with Good Guard Security, Inc. for City of Palmdale facilities and special events for an amount not to exceed $7,429,900, each for a term of three years with an option to extend for two additional one-year terms.

Councilmember Alarcón pulled this item for discussion.

Deputy City Manager Gallagher presented the staff report.

Councilmember Alarcón inquired about contract local hire provisions and monitoring.

Deputy City Manager Gallagher confirmed that thirty-five guards have already been hired locally to fulfill the contract, and the contractor's goal is to hire locally.

Discussion ensued regarding annual reporting from the contractor on local hiring requirements and the contract amount.

Motion: Approve A-9189 with Good Guard Security, Inc., for unarmed security guard services for the Housing Authority of the City of Palmdale facilities for an amount not to exceed $2,858,300.
Moved by Austin Bishop, seconded by Andrea Alarcón.

Vote: Motion carried (7-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

Mayor Loa adjourned the Housing Authority at 5:28 pm.

Motion: Approve A-9190 with Good Guard Security, Inc. for City of Palmdale facilities and special events for an amount not to exceed $7,429,900.
Moved by Austin Bishop, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

7) CONSENT CALENDAR

7.1) Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).
7.2) Receive and file the monthly investment activity reports for November 2024.

7.3) Adopt Resolution No. CC 2025-003, a Resolution of the City Council of the City of Palmdale designating by title and name those officials who are authorized to sign checks and warrants, and repeal Resolution No. CC 2024- 004, and adopt Resolution No. SA 2025-001, a Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale designating by title and name those officials who are authorized to sign checks and warrants, and repeal Resolution No. SA 2024-011.

7.4) Approve Energy for Palmdale's Independent Choice's (EPIC) 2023 Power Content Label (PCL) and Attestation.

7.5) Adopt Ordinance No. 1649, an Ordinance of the City of Palmdale amending Palmdale Municipal Code Section 2.08.040 changing the regular meeting day and time of the City Council.

Councilmember Alarcón pulled this item for discussion.

City Manager Perez provided the staff report.

Councilmember Bishop requested the second version of Ordinance No. 1649 with the meeting starting on Tuesday at 5:00 pm.

Councilmember Alarcón discussed provisions for remote participation and language in the ordinance related to canceling meetings held on election days.

Motion: Adopt Ordinance No. 1649, an Ordinance of the City of Palmdale amending Palmdale Municipal Code Section 2.08.040 changing the regular meeting day and time of the City Council to Tuesday, at 5 pm.
Moved by Austin Bishop, seconded by Eric Ohlsen.

Vote: Motion carried (4-1)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen.
No: Andrea Alarcón.

Motion: Approve all items listed under the Consent Calendar with the exception of item 7.5.
Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

8) APPOINTMENTS

8.1) Discussion and possible action regarding City Council committee appointments.

Mayor Loa recommended that all committee appointments stay the same, with the exception of three appointments that required changes. The changes were made as follows:

City of Palmdale Investment Oversight Committee:

Member: Mayor Loa (Must be Mayor per Investment Policy)
Member: Councilmember Ohlsen

Los Angeles County Sanitation Districts No. 14 and 20

District No. 14
Delegate: Mayor Loa (Must be Mayor per H&S Code § 4730)
Alternate: Councilmember Bishop

District No. 20
Delegate: Mayor Loa (Must be Mayor per H&S Code § 4730)
Second Director: Mayor Pro Tem Bettencourt
Alternate Director: Councilmember Bishop

Palmdale Tourism Improvement District (PTID)
Director: Councilmember Bishop

Motion: Approve Council recommendations regarding committee appointments.
Moved by Austin Bishop, seconded by Eric Ohlsen.

Vote: Motion carried (4-1)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen.
No: Andrea Alarcón.

9) CITY MANAGER'S REPORT

City Manager Perez wished everyone a Happy New Year. She stated the City's thoughts are with the fire victims and the first responders as they continue to fight the fires. She reported on the Art Reception "Through My Eyes" at the Palmdale Playhouse on January 9, Journey USA performing at the Palmdale Playhouse on January 10th and 11th, The Foreigner performance on January 18th, and volunteer opportunities for Martin Luther King, Jr. Day of Service on January 20. She also noted that the California Contract Cities Association held a press conference in Sacramento encouraging swift enactment of Proposition 36 and encouraged the public to educate themselves about the legislation. She also announced that the City of Palmdale was notified yesterday that they were the only city in California to receive a Raise Grant in the amount of $25M.

10) NON-AGENDA PUBLIC COMMENTS:

Addressing the City Council at this time: Euguene Hernandez discussed rent control and former President Carter; Robert commended the Council on a great job, spoke about the Chiquita dump closing, and asked about the tonnage accepted at the local dump; Edith Roman discussed border issues and requested a Council resolution supporting Immigration and Customs Enforcement (ICE); Yul Gevargis spoke about President Carter; Michael Ross congratulated Council on the Christmas festivities; Roger Soderstedt discussed the Ritter Ranch project and the drought; Rich Gallego discussed the California Air Resource Board voting on a new fuel mixture that would result in an increase in the cost of gasoline, the financial damage it would cost, and

asked Council to pass a resolution sending a letter to Governor Newsome requesting that he put this aside.

11) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Mayor Loa discussed the desired accomplishments for 2025:

1) Making the City of Palmdale the heart of the City:
- Working on the Civic Center, Chimbole Center, and taking control of Highway 138 / Palmdale Boulevard.
- Prioritizing the 14 freeway to 15th Street East beginning with a comprehensive plan to develop the 56 acres acquired by the City.
- Discussed the High-Speed Rail, High Desert Corridor, and Brightline coming from Las Vegas.

2) Parks Initiative:
- Yellen Park
- Expansion of DryTown Water Park
- Establishment of concession stands at Marie Kerr and the Quinones Park design

3) City rebranding to promote the City of Palmdale:
- City rebranding by publishing, announcing, advertising, and attracting people and businesses to the City of Palmdale.

Mayor Loa thanked Councilmember Bishop for his leadership last year as Mayor. He also reported attending a turkey giveaway event held by Amazing Events at the AV Fairgrounds, Palmdale Parade, and the AVTA holiday drive-thru and toy giveaway.

Councilmember Bishop spoke about the tree lighting ceremony, SAVES giveaways, Playhouse mural, and the Raise Grant.

Councilmember Ohlsen thanked Assemblyman Carrillo for the tools to work with Caltrans on the relinquishment of Palmdale Boulevard. He also discussed Measure PD and reinvesting in Palmdale, the tree lighting ceremony, the Jolly Holiday event, and the parade.

Mayor Pro Tem Bettencourt wished everyone a Happy 2025. She discussed the gas hike and encouraged the Council to write a letter. She enjoyed the tree-lighting ceremony but missed the classical American caroling that was done in the past. Also, she discussed the overpass at Rancho Vista and how it would be great for aerospace workers and increase public safety for the Fire and Sheriff's Departments who respond to emergencies.

Councilmember Alarcón wished everybody a Happy New Year. She discussed the Center for Transportation and Technology Excellence, McAdam Park investment of $6M, Domenic Massari $2M lighting project, and the Kicks for Kids winter event. She also stated that she met with an organization that submitted an application to the US Environmental Protection Agency to establish an Antelope Valley Environmental

Justice Collaborative to access funds to address water quality equity issues specifically in disadvantaged areas. She noted that the Kicks for Kids at McAdams Park was a phenomenal event.

12) PRESENTATION BY CITY ATTORNEY
City Attorney Curley confirmed the Closed Session item would be heard as listed.

12.1) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Case No. 23AVCV01005
This closed session is being held pursuant to the authority of California Government Code Section 54956.9.

13) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 6:07 pm - 6:54 pm.

City Attorney Curley announced the Council was updated, and there was no reportable action.

14) ADJOURN

Mayor Loa adjourned the meeting, in memory of former President Jimmy Carter and those who have lost their lives in the recent fires, at 6:55 pm to January 22, 2025, at 5:00 pm in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 18th day of February 2025.

_____
Richard J. Loa, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

MINUTES
CITY COUNCIL/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
DECEMBER 18, 2024

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 5:03 pm.

Note: All City Council memberships are reflected in their City Council titles.

2) ROLL CALL MAYOR BISHOP, MAYOR PRO TEM LOA, COUNCILMEMBERS OHLSEN, BETTENCOURT, ALARCÓN COMMISSIONERS FRAGA-SAENZ, BETTS

PRESENT: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance.

Councilmember Bettencourt presented her newly adopted dog to the public.

4) PUBLIC COMMENTS
CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

The following individuals provided public comments: Eugene Hernandez and Marsha Furman spoke about Item 6.9, and Roger Soderstedt spoke about Item 6.4.

5) HOUSING AUTHORITY CONSENT CALENDAR

5.1) Approve First Amendment to Memorandum of Understanding with the City of Palmdale to accept an increase of $600,000 of United States Treasury Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) Funds for Development of Affordable Housing.

5.2) Adopt Resolution No. HA 2024-007, a Resolution of the Housing Authority of the City of Palmdale approving an Exclusive Negotiation Agreement, a Letter of Loan Commitment for $9,375,000, and a Predevelopment Loan Agreement between the Housing Authority of the City of Palmdale and Linc 4th Street Palmdale, LP for $1,800,000 for Pre-Development Activities for a Proposed Affordable Housing Rental Development located at East Avenue Q and 4th

Street East, on a portion of APN 3006-008-921.

5.3) Approve the minutes from the previous meeting.

Motion: Approve all items as listed under the Housing Authority Consent Calendar. Moved by Eric Ohlsen, seconded by Christina Fraga-Saenz.

Vote: Motion carried (7-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

Mayor Bishop adjourned the Housing Authority at 5:20 pm.

6) CONSENT CALENDAR

6.1) Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

6.2) Adopt Resolution No. CC 2024-091, a Resolution of the City Council of the City of Palmdale authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax; and adopt Resolution No. CC 2024-095, a Resolution of the City Council of the City of Palmdale authorizing examination of sales or transactions and use tax records.

6.3) Adopt Resolution Nos. SA 2024-014 and SA 2024-015, Resolutions of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale approving the Recognized Obligation Payment Schedule (ROPS) and the Administrative Budget, respectively, for the period of July 1, 2025 through June 30, 2026.

6.4) Approve Agreement with New Creation Builders, Inc. for design and build services for PN 902, Emergency Operations Center (EOC) Tenant Improvement Project, for a total not to exceed amount of $5,113,831, includes 10% contingency and labor compliance costs for a term of 350 working days from the date of the Notice to Proceed.

6.5) Award and Approve Agreement with New Creation Builders, Inc., for design services portion of the bid (Phase One) for PN 874, South Antelope Valley Emergency Services Tenant Improvements and Relocation Project, for a total not to exceed amount of $633,000 for a term of 330 calendar days from the date of the Notice to Proceed.

6.6) Adopt Resolution No. CC 2024-089, a Resolution of the City Council of the City of Palmdale setting aside portions of City-owned land (APN 3128-015- 903), for right-of-way and bikeway requirements along 10th Street West and Columbia Way (Avenue M) for public road and highway purposes.

6.7) Adopt Resolution No. CC 2024-090, a Resolution of the City Council of the City of Palmdale authorizing the execution of a grant deed for portions of City- owned land to the California Department of Transportation for parcel 79478-1, identified in Right of Way Appraisal Map Nos. 27055-C and 27056-C.

6.8) Approve First Amendment to Memorandum of Understanding with the Housing Authority of the City of Palmdale to provide an Increase of $600,000 of United States Treasury Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) funds for development of affordable housing.

6.9) Adopt Ordinance No. 1649, an Ordinance of the City Council of the Chartered City of Palmdale, California, amending Section 2.08.040 of Chapter 2.08 of Title 2 of the Palmdale Municipal Code, establishing the City Council's regular meeting day, time and place.

City Attorney Curley and City Manager Perez provided detailed information on this item.

There was Council discussion regarding the suggested time of the meeting, public participation, and town hall meetings.

Motion: Table the adoption of Ordinance No. 1649
Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

Motion: Approve all items as listed under the Consent Calendar except item 6.9.
Moved by Eric Ohlsen, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

7) PUBLIC HEARING

7.1) Adopt Resolution No. CC 2024-092, a Resolution of the City Council of the City of Palmdale calling a special election regarding alteration of the amended rate and method of apportionment of special taxes for the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 public facilities); Resolution No. CC 2024-093, a Resolution of the City Council of the City of Palmdale declaring results of special election in the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 public facilities), determining that alteration of the rate and method of apportionment of special taxes for the district is lawfully authorized, and directing recording of amended and restated notice of special tax lien; and Resolution No. CC 2024- 094, a Resolution of the City Council of the City of Palmdale approving a Supplement No.1 to acquisition agreement relating to the City of Palmdale Community Facilities District No.

2022-3 (Ritter Ranch Phase 1 public facilities) 2025 Special Tax Bonds.
Mayor Bishop opened the Public Hearing.

Suzanne Harrell, Financial Consultant, provided detailed information on the District and discussed the proceedings.

Councilmember Bettencourt asked questions about the Mello-Roos and the use of the neighborhood park. Suzanne Harrell provided clarification on the Mello-Roos tax and the neighborhood park.

Public Testimony: None.

Mayor Bishop continued with the proceedings.

Mayor Bishop closed the public hearing.

Motion: Adopt Resolution No. CC 2024-092 amending the rate and method of apportionment.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

City Clerk Scott opened the ballot and confirmed that the district carried.

Motion: Adopt Resolution No. CC 2024-093 declaring the election results.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

Motion: Adopt Resolution No. CC 2024-094 approving Supplement No. 1 to the Acquisition Agreement.
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

7.2) Adopt Ordinance No. 1647, an Ordinance of the City Council of the City of Palmdale, approving Zoning Ordinance Amendment 24-0001; and find that the request is consistent with Program Environmental Impact Report 22-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045).

Planning Manager Magana presented the staff report.
City Clerk Scott read the title of Ordinance No. 1647.

A motion was made and carried unanimously to introduce Ordinance No. 1647.

Mayor Bishop opened the public hearing.

Public Testimony: None.

Mayor Bishop closed the public hearing.

Motion: Adopt Ordinance No. 1647
Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

8) NEW BUSINESS

8.1) Introduction and Adoption of Ordinance No. 1650, an Ordinance of the City Council of the City of Palmdale, amending Section 3.21 of the Palmdale Municipal Code relating to the implementation and collection of reduced transactions and use tax, and adopt Resolution No. CC 2024-096, a Resolution of the City Council of the City of Palmdale phasing the implementation of the transactions and use tax increase authorized by AB 2443 and enacted by Measure PD.

City Clerk Scott read the titles of Ordinance No. 1650 and Resolution No. CC 2024-096.

City Attorney Curley presented the staff report.

Mayor Bishop opened the public hearing.

Public Testimony: None.

Mayor Bishop closed the public hearing.

Motion: Adopt Ordinance No. 1650 and Resolution No. CC 2024-096.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

9) CITY MANAGER'S REPORT

City Manager Perez reported on the following: Jolly Holiday; Annual Christmas Parade; SAVES senior holiday basket and toy distribution; the AVTA drive-thru grocery and toy giveaway; and pet license renewal forgiveness.

10) SHERIFF'S REPORT

Captain Bardon reported on response times for routine calls, calls for service, citations, Part 1 crimes, property crimes, Operation Secret Shopper for crime prevention, graffiti arrests, traffic enforcement and collision prevention, and traffic citations. He also reported that the Virtual Deputy Application is live on the Sheriff's Department's website, and they plan on launching a Spanish version in January.

11) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Eugene Hernandez spoke about the Democratic Party; Raul Roman spoke about the California Air Resource Board and the increase in gas; Edith Roman spoke about the border crisis; Bryan Guzman introduced himself as an applicant for the Palmdale Recycled Water Authority; and Rodger Soderstedt reminded members of the public that Council meetings are a forum for matters pertaining to the City of Palmdale.

12) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Alarcón thanked staff for a wonderful and productive year, wished Palmdale citizens a blessed holiday, and reminded the public of the Kicks for Kids event at McAdam Park.

Mayor Bishop thanked the staff and residents of the community for giving him the opportunity to serve as mayor, wished everyone happy holidays and Merry Christmas, and thanked first responders for keeping the residents safe during the holidays.

Councilmember Ohlsen thanked Mayor Bishop for his service.

13) ADJOURNMENT

Mayor Bishop adjourned the meeting at 6:11 pm to January 8, 2025, 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 18th day of February 2025.

_____
Richard J. Loa, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **HOUSING DEPARTMENT**

DISTRICT: **1**

SUBJECT: **PUBLIC HEARING TO REVIEW THE SUBSTANTIAL AMENDMENT TO THE 2024-2025 ANNUAL ACTION PLAN, THE PROPOSED SECTION 108 APPLICATION AND THE EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; RECEIVE PUBLIC COMMENT IN COMPLIANCE WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND THE CITY'S CITIZEN PARTICIPATION PLAN; APPROVE THE SUBSTANTIAL AMENDMENT TO THE 2024-2025 ACTION PLAN; AND ADOPT RESOLUTION NO. CC 2025-007, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO SUBMIT THE SECTION 108 LOAN GUARANTEE APPLICATION TO HUD FOR $7,134,000 LOAN FOR SOUTH ANTELOPE VALLEY EMERGENCY SERVICES (SAVES) FACILITY IMPROVEMENTS**

RECOMMENDATION

Staff recommends that the City Council:

1. Review the Substantial Amendment to the 2024-2025 Annual Action Plan, the proposed Section 108 application, and the expenditure of CDBG funds;
2. Open a Public Hearing to receive public comment in compliance with the requirements of the HUD and the City's Citizen Participation Plan;
3. Approve the Substantial Amendment to the 2024-2025 Action Plan;
4. Adopt Resolution No. CC 2025-007 authorizing the submittal of a Section 108 Loan Guarantee Application to HUD for a $7,134,000 loan for SAVES Facility Improvements; and,
5. Authorize the City Manager or her designee to execute the application and required certifications associated with the amendment and application for the Section 108 Loan.

BACKGROUND

The Annual Action Plan provides HUD with a summary of the proposed activities to be carried out with CDBG and HOME Investment Partnerships (HOME) resources. The City has prepared a Substantial Amendment to the 2024-2025 Annual Action Plan for the proposed activity SAVES Facility Improvements, the submission of the Section 108 Loan Guarantee application, and the expenditure of CDBG funds.

For over 40 years, SAVES has provided food, short-term shelter, clothing, transportation passes, and programs such as holiday meal preparation, gift baskets, and back-to-school assistance. SAVES helps approximately 6,000 clients yearly, which has tripled over the last ten years. Expanding services is crucial to meet growing demand. They also receive more donated food and goods, which require additional storage. Currently, SAVES uses off-site storage, but a larger storage would allow them to better serve the community. Expanding space will also help SAVES be more prepared for emergencies, including natural disasters, pandemics, or economic challenges.

SAVES' daily operations and staffing are funded through the City's CDBG public service funds, Emergency Food and Shelter grants, and Measure AV funding. Food is provided in partnership with the Los Angeles Food Bank, federal programs, and local partners.

On October 21, 2022, the City acquired property located at 38820 3rd Street East and adjacent vacant land for the new SAVES facility.

DISCUSSION

The City proposes a Substantial Amendment to the 2024-2025 Action Plan to add the CDBG activity "SAVES Facilities Improvements". This will support improvements and relocation of SAVES to the new facility. Planned improvements include removing temporary rooms, adding ADA-compliant restrooms, creating office space, installing a walk-in freezer and walk-in refrigerator, replacing roll-up doors, upgrading heating and cooling systems, improving street and parking access, and adding solar energy and an electric vehicle charging station.

The project's funding sources and uses are as follows:

Sources:		
Section 108 Loan Guarantees		$7,134,000
City CDBG Funds		$16,000
City ARPA Funds		$633,000
City NSP Funds		$1,199,600
	Sources Total	$8,982,600
Uses:		
Design		$633,000
Construction and soft costs		$8,232,600
Section 108 Financing Fee		$117,000
	Uses Total	$8,982,600

Under the Section 108 program, the City can borrow up to five times its annual CDBG allocation of $1,500,651 less outstanding principal from the prior Section 108 loan of $368,000. It may take up to twenty (20) years to repay the loan, at an average annual amount of $575,400. The proposed request is for $7,134,000 to allow for contingency and the Section 108 loan financing fee, currently at 1.64% of the loan's principal. Proposed collateral includes Legacy Commons, the Saint Clair Parkway, the rehabilitated SAVES facility, and the adjoining two parcels with an estimated value of over $8,560,000.

The Section 108 Loan approval process requires that the project be identified in the City's current 2024-2025 Annual Action Plan. In compliance with the City's approved Citizen's Participation Plan and CDBG implementing Regulation 24 CFR 92.105, a Public Notice was published in the Antelope Valley Press and posted on the City's webpage on January 18, 2025, to inform residents that the Substantial Amendment and Section 108 Application were available for review and comments.

FISCAL IMPACT

$7,134,000; Receive $7,134,000 in Loan Guarantees to CDBG account and expenditures to SAVES Relocation TI account.

STRATEGIC PLAN

Goal IV: Maintain a desirable community where everyone wants to live, work, and play.

B. Provide inclusive access to a variety of supportive services that build a resilient and healthy community.

Prepared by:	Sophia Reyes, Director of Housing
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Reso. No. CC 2025-007
Atch 1 Section 108 Application

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025 - 007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE SUBMISSION OF A SECTION 108 LOAN GUARANTEE APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Palmdale (City) has determined that a high priority exists for a new facility for the South Antelope Valley Emergency Services (SAVES); and

WHEREAS*,* the proposed property at 38220 3rd Street East meets this priority and the project is included in the City's adopted 2024 2025 Action Plan*;* and

WHEREAS*,* the Section 108 Loan Guarantee Program, implemented by the United States Department of Housing and Urban Development (HUD), is designed to provide funds to assist with these types of projects; and

WHEREAS*,* under the Section 108 Loan Guarantee Program, the City can borrow up to five years' worth of its annual Community Development Block Grant (CDBG) allocation, and can take up to twenty years to repay the principal and interest; and

WHEREAS*,* the City is requesting up to a total of $7,134,000 in Section 108 Loan Guarantee funds to assist with the SAVES Facility Improvements; and

WHEREAS*,* the City Manager is authorized to submit the Section 108 Loan Guarantee application and amendments thereto and all understandings and assurances contained therein, and to act in connection with the application to provide such additional information as may be required.

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 City hereby certifies and assures with respect to its application for a loan guarantee pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended, that it possesses the legal authority to make the pledge of grants required under 24 CFR 570,705 (b) (2).

SECTION 2. The City hereby assures and certifies with respect to its application for a loan guarantee pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended, that it has made efforts to obtain financing for the activities described herein without the use of such guarantee, that it will maintain documentation of such efforts for the term of the loan guarantee, and that it cannot complete such financing consistent with the timely execution of the program plans without such guarantee.

SECTION 3. The City possesses the legal authority to submit the application for assistance under 24 CFR Part 570, Subpart M and to use the guaranteed loan funds in accordance with Subpart M.

SECTION 4. As prerequisites for submission of the application to HUD, the City certifies that it has:

(a) Furnished citizens with information required by Section 570.704(a)(2)(i) of Title 1 of the Housing and Community Development Act of 1974, as amended;

(b) Held at least one public hearing, on February 18,2025, to obtain the views of citizens on community development and housing needs; and

(c) Prepared its application in accordance with Section 570.704(a)(1)(iv) of Title 1 of The Housing and Community Development Act of 1974, as amended, and made the application available to the public.

SECTION 5. The City has and will continue to follow a detailed citizen participation plan that meets the requirements described in Section 570.704(a)(2) of Title 1 of the Housing and Community Development Act of 1974, as amended.

SECTION 6. The City has and will continue to affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:

(a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. 2000d et seq.); and

(b) The Fair Housing Act (42 U.S.C. 3601-20).

SECTION 7. The City will expend in the aggregate, at least 70 percent of all CDBG funds, as defined in Section 570.303(e) of Title 1 of The Housing and Community Development Act of 1974, as amended, during the one, two, or three consecutive years specified by the City for its CDBG program on activities which benefit low/moderate income persons, as described in criteria in Section 570.208(a) of the Act.

SECTION 8. The City has and will continue to comply with the requirements governing displacement, relocation, real property acquisition, and the replacement of low and moderate income housing described in Section 570.606.

SECTION 9. The City will comply with the requirements of 24 CFR 570.200(c)(2) with regard to the use of special assessments to recover the capital costs of activities assisted with guaranteed loans;

SECTION 10. The City has and will continue to comply with other provisions of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S. C. 5301 et seq) and with other applicable laws.

SECTION 11. The City has and will continue to hereby certify, to the best of it's knowledge and belief, the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any or cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If 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 any employee of grant, loan or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (a) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SECTION 12. The Council hereby authorizes the City Manager, or her designee, to submit the application and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the City Manager to act in connection with the application to provide such additional information as may be required; and authorize the City Manager to execute such documents as may be

required in order to implement the application and issue debt obligations pursuant thereto.

SECTION 13. The City Clerk shall certify to the adoption of this resolution. **PASSED, APPROVED** and **ADOPTED** this 18th day of February, 2025.

_____
Richard J. Loa, Mayor

APPROVED AS TO FORM:

_____
William P. Curley, III
City Attorney

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City 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 18th day of February, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

CITY OF PALMDALE SECTION 108 LOAN GUARANTEE FOR SOUTH ANTELOPE VALLEY EMERGENCY SERVICES FACILITY IMPROVEMENTS

PUBLIC REVIEW DRAFT

Section I

The South Antelope Valley Emergency Services Facility Improvements at the new site for South Antelope Valley Emergency Services (SAVES) operations address the priority need to prevent and eliminate homelessness in the City's 2020-2024 Consolidated Plan. SAVES serves over 6,000 individuals each year who are food insecure or in need of emergency interim housing due to limited income or homelessness. For over 40 years, SAVES has supported the working poor, disadvantaged, emancipated youth, the homeless, and senior citizens in the South Antelope Valley by providing food, short-term shelter, clothing, transportation passes, and programs such as holiday meal preparation, gift baskets, and back-to-school assistance. SAVES serves approximately 6,000 clients each year, steadily increasing, having tripled in the last decade. To keep up with demand, expansion is essential. Additionally, SAVES receives more donated food and items, requiring extra storage space, and currently uses off-site storage to manage this need. To better serve the community, SAVES needs more space for various services. Larger facilities will also improve SAVES' ability to respond to emergencies like natural disasters, pandemics, or economic downturns, enhancing preparedness and resilience. Many clients are making choices between housing and groceries or emergency expenses and groceries. In addition, the facility provides office space for service providers to meet with SAVES clients for programs including Homeless Prevention and Rapid Re-Housing, Mental Health America Los Angeles, Housing Rights Center, Tenant Based Rental Assistance, and Mobile Medical Services.

Requested Amount of Section 108 Assistance $7,134,000

Specific Section 108 Certifications and Other CDBG Certifications are provided as Attachment A to this application.

Section II:

The City of Palmdale (City) is requesting Section 108 Loan Guarantee funds to assist with the improvements for the new South Antelope Valley Emergency Services (SAVES) facility. The Section 108 assistance will be used for the removal of the existing interior improvements, ADA-compliant restrooms, office space, community room, installation of walk-in freezer and refrigerator, food preparation and packaging area, replacement of roll-up doors, update of heating and cooling equipment, upgrade of mechanical and electrical systems, structural modifications, offsite improvements, installation fiber optic communication lines, street and parking access improvements, electric panel, solar energy and charge station for electric vehicles, and miscellaneous items that are required for the function of the SAVES facilities.

PUBLIC REVIEW DRAFT

The preliminary implementation schedule for the project is as follows:

	Start Date	Completion Date
Bid and award contract	September 1, 2024	December 18, 2024
Design of Improvements	January1, 2025	June 30, 2025
Bid Package	May 1, 2025	September 30, 2025
SAVES Facility Improvements	October 1, 2025	December 30, 2026
Environmental Review	December 19, 2024	June 30, 2025

FORM OF ASSISTANCE

The Section 108 Loan Guarantee Funds will be utilized by the City for the SAVES Facility Improvements. American Rescue Plan Act (ARPA) funds will be utilized for design and environmental review of the SAVES Facility Improvements. In addition, Community Development Grant Funds (CDBG) and Neighborhood Stabilization Program (NSP) Funds will be utilized for Facility Improvements.

INFORMATION ON ORGANIZATION ARRANGEMENTS

The SAVES Facility Improvements design and construction will be administered by the City of Palmdale Public Works Capital Improvement Program (CIP) Division, working with the Departments of Parks and Recreation's SAVES Division and Housing Department with over 20 years of experience working with Community Development Block Grant (CDBG) funding. The design and facility improvements will be carried out by New Creation Builders, Inc., with 25 years of experience and completion of over 1,000 renovation projects, and BOA Architecture, with over 60 years of experience. The construction phase will be released for bid by New Creation Builders when funding is secured.

INFORMATION FOR FINANCIAL UNDERWRITING

Sources for the SAVES Facility Improvements include the Section 108 Guarantees, City CDBG Administration funds, and City ARPA funding. Uses of the funds include design, construction, and financing fees, per Table 1 Sources and Uses. As part of this Section 108 application, the City is also requesting authority, pursuant to 24 CFR 570.200(h) to incur reimbursement for some pre-award costs as soon as the Request for Release of Funds and the Annual Action Plan has been amended. Repayment of the Section 108 Loan Guarantees will be through CDBG funding allocations over a maximum period of twenty (20) years at an estimated rate of $552,000 per year. Proposed collateral includes Legacy Commons, the Saint Clair Parkway, the rehabilitated SAVES facility, and the adjoining two parcels with an estimated value of over $8,560,000. The City will provide appraisals for the Legacy Commons Senior Center and an after-development appraisal on the associated property prior to a drawdown of funds.

PUBLIC REVIEW DRAFT

Table 1 Sources and Uses:

Sources:	
Section 108 Loan Guarantees	$7,134,000
City CDBG Funds	15,000
City ARPA Funds	633,000
City NSP Funds	1,199,600
	$8,982,600

Uses:	
Design	$633,000
Construction and soft costs	8,232,600
Section 108 Financing Fee	117,000
	$8,982,600

INFORMATION FOR PROGRAM REQUIREMENTS

SAVES Facility Improvements is eligible under 570.703(b) Rehabilitation of real property owned or acquired by the public entity or its designated public agency and 570.703(n) payment of fees charged by HUD pursuant to Sections 570.712. The use of the facility is eligible under 570.201(e) 05W Food Banks a public service. The National Objective is 570.208 (a)(2)(i)(B) LMC Low Mod Limited Clientele (Income Documentation)

DESCRIPTION OF LOAN FUND

The Section 108 Loan Guarantee will used by the City of Palmdale Public Works Division for SAVES Facility Improvements. The site will be the new facility for SAVES to serve the South Antelope Valley region with food and space to work with community partners to provide information and services for its clientele at no charge. The Section 108 request amount is within the maximum loan amount of five times the City's Community Development Block Grant allocation of $1,500,651 for the 2024-2025 program year. As part of the process of this Section 108 request, the City has amended the 2024-2025 Action Plan to include the SAVES Facilities Improvements. The Section 108 Loan will be repaid over 20 years.

CERTIFICATIONS AND CITIZEN PARTICIPATION

The City Council conducted a public hearing on February 18, 2025, on the Section 108 Application, and the amendment to the City's 2024-25 Annual Action Plan indicating the use of Section 108 funds in the SAVES Facility Improvements project. The City Council approved the amendment to the Action Plan and approved a resolution authorizing the submittal of the Section 108 Loan Guarantee request. The City held an additional public hearing to increase the requested loan amount. Section 108 required program certifications are included in the City Council Resolution and as Attachment A to this application.

PUBLIC REVIEW DRAFT

CONTACT PERSONS

If you have any questions regarding this proposed Section 108 Loan Guarantee request, please contact:

Ms. Sophia Reyes
Director of Housing
City of Palmdale
38300 Sierra Highway
Palmdale, CA 93550
(661) 267-5126
(661) 267-5155 (fax)
e-mail: sreyes@cityofpalmdaleca.gov

PUBLIC REVIEW DRAFT

Attachment A

Certifications

PUBLIC REVIEW DRAFT

ENTITLEMENT PUBLIC ENTITY CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing Section 108 application submission requirements, the undersigned certifies, on behalf of the entitlement public entity and to the best of his or her knowledge and belief, that:

1. It possesses the legal authority to make the pledge of grants required under 24 CFR 570.705(b)(2);

2. It has made efforts to obtain financing for activities described in the application without the use of the loan guarantee, it will maintain documentation of such efforts for the term of the loan guarantee, and it cannot complete such financing consistent with the timely execution of the program plans without such guarantee;

3. It possesses the legal authority to submit the application for assistance under 24 CFR Part 570, Subpart M and to use the guaranteed loan funds in accordance with the requirements of Subpart M;

4. Its governing body has duly adopted or passed as an official act a resolution, motion or similar official action:

   (a) Authorizing the person identified as the official representative of the public entity to submit the application and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the public entity to act in connection with the application to provide such additional information as may be required; and

   (b) Authorizing such official representative to execute such documents as may be required in order to implement the application and issue debt obligations pursuant thereto (provided that the authorization required by this paragraph may be given by the local governing body after submission of the application but prior to execution of the contract required by §570.705(b));

5. Before the submission of its application to HUD, it has:

   (a) furnished citizens with information required by 24 CFR 570.704(a)(2)(i);

   (b) held at least one public hearing to obtain the views of citizens on community development and housing needs;

   (c) prepared its application in accordance with the citizen participation requirements and made the application available to the public;

6. It is following a detailed citizen participation plan that meets the requirements described in 570.704(a)(2);

7. It will affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:

   (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); and

   (b) The Fair Housing Act (42 U.S.C. 3601-3619);

8. In the aggregate, at least 70 percent of all CDBG funds, as defined at §570.3, to be expended during the one, two, or three consecutive years specified by the public entity for its CDBG program will be for

activities which benefit low- and moderate-income persons, as described in criteria at §570.208(a);

9. It will comply with the requirements governing displacement, relocation, real property acquisition, and the replacement of low- and moderate-income housing described in §570.606;

10. It will comply with the requirements of 24 CFR 570.200(c)(2) with regard to the use of special assessments to recover the capital costs of activities assisted with guaranteed loan funds;

11. (Where applicable, the public entity may also include the following additional certification.)
It lacks sufficient resources from funds provided under this subpart or program income to allow it to comply with the provisions of 24 CFR 570.200(c)(2), and it must therefore assess properties owned and occupied by moderate income persons, to recover the non-guaranteed loan funded portion of the capital cost without paying such assessments in their behalf from guaranteed loan funds;

12. It will comply with the other provisions of title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.) and with other applicable laws.

City of Palmdale
(Entitlement Public Entity)

_____ _____
(Signature of Authorized Official) (Date)

Ronda Perez, City Manager
(Typed Name and Title of Authorized Official)

Certifications to Accompany HUD Section 108 Loan Guarantee Program Applications for Entitlement Public Entities

SECTION 108 LOAN GUARANTEE PROGRAM

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Palmdale
(Entitlement Public Entity)

_____
(Signature of Authorized Official)

Ronda Perez, City Manager
(Typed Name and Title of Authorized Official)

_____
(Date)

Certifications to Accompany HUD Section 108 Loan Guarantee Program Applications for Entitlement Public Entities

SECTION 108 LOAN GUARANTEE PROGRAM

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Palmdale
(Entitlement Public Entity)

_____
(Signature of Authorized Official)

Ronda Perez, City Manager
(Typed Name and Title of Authorized Official)

_____
(Date)

City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT PLANNING DIVISION**

DISTRICT: **5**

SUBJECT: **ADOPT ORDINANCE NO. 1652, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE, APPROVING ZONE CHANGE 23-0003; A REQUEST TO MODIFY THE ZONE FROM MIXED USE 2 TO NEIGHBORHOOD COMMERCIAL FOR FOUR PARCELS TOTALING APPROXIMATELY 5.69 ACRES LOCATED ON THE NORTHWEST CORNER OF EAST AVENUE R AND 25TH STREET EAST (APN'S 3018-028-023,-053; AND -054; AND ADOPT RESOLUTION NO. CC 2025-011, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING GENERAL PLAN AMENDMENT 23-0003, TENTATIVE PARCEL MAP 84001, CONDITIONAL USE PERMIT 22-006 AND SITE PLAN REVIEW 22-007; A REQUEST TO FACILITATE THE CONSTRUCTION OF A TEN-ISLAND FUELING STATION, A 7,258-SQUARE-FOOT GROCERY STORE, AND A 2,127-SQUARE-FOOT DRIVE-THROUGH CARWASH LOCATED ON THE NORTHWEST CORNER OF EAST AVENUE R AND 25TH STREET EAST AND ADOPTING THE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM PREPARED FOR THE PROJECT (APN'S: 3018-028-023, -052, -053; AND -054)**

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Ordinance No. 1652, approving Zone Change (ZC) 23-0003; a request to modify the zone from Mixed Use 2 (MU 2) to Neighborhood Commercial (NC) for four parcels totaling approximately 5.69 acres located on the northwest corner of east Avenue R and 25th Street East (APN's 3018-028-023,-053; and -054;

2. Adopt Resolution No. CC 2025-011, approving General Plan Amendment (GPA) 23-0003, a request to modify the General Plan land use designation from MU 2 to NC, and Tentative Parcel Map (TPM) 84001, Conditional Use Permit (CUP) 22-

006, and Site Plan Review (SPR) 22-007; a request to subdivide 5.69 acres into two lots to facilitate the construction of a ten-island fueling station, a 7,258-square-foot grocery store, and a 2,127-square-foot drive-through carwash; and,

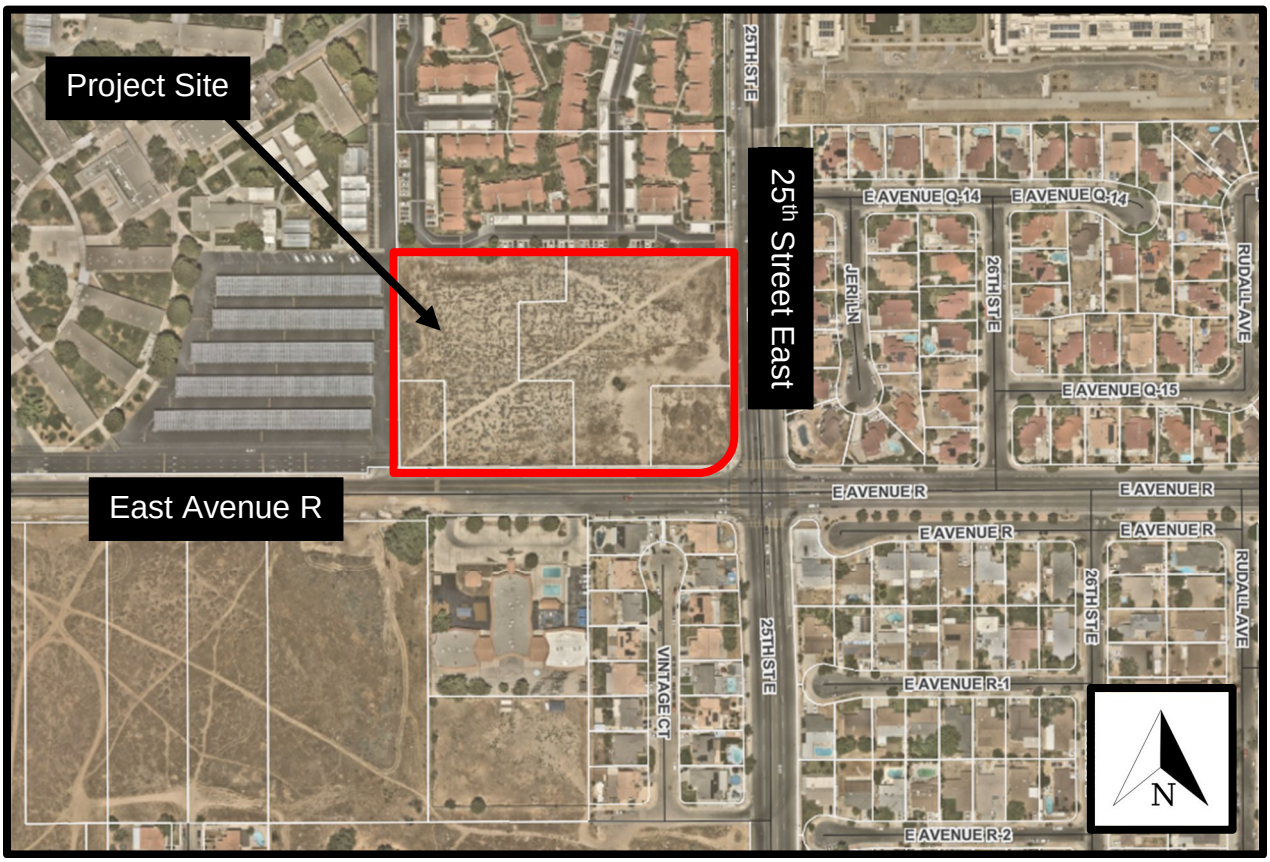
3. Adopt the Mitigated Negative Declaration (MND) (SCH No. 2024100683) and Mitigation Monitoring and Reporting Program (MMRP) prepared for the project.

BACKGROUND

On January 16, 2025, the Planning Commission reviewed the proposed project and adopted Resolution No. PC-2025-001, recommending that the City Council approve the project.

The proposed project includes a GPA and ZC to modify the land use designation and zone from MU 2 to NC to facilitate the development of a grocery store, fueling station, and drive-through carwash at the northwest corner of Avenue R and 25th Street East. The project is significant for Palmdale as it is distinct from most other projects of this scale. The grocery store will offer pre-packaged foods or snacks, as defined by the Palmdale Municipal Code (PMC), and it will not sell alcohol or tobacco products. In addition, the fueling station will feature four hydrogen fuel pumps making this the first hydrogen fueling station within the City.

FIGURE 1 - AERIAL MAP



DISCUSSION

TABLE 1 - EXISTING LAND USE / ZONING / GENERAL PLAN

	Land Use	Zoning	General Plan
Subject Site	Vacant land	Mixed Use 2 (MU 2)	Mixed Use 2 (MU 2)
North	Multi-family residential (Canyon Creek Apartments)	Residential Neighborhood 2 (RN 2)	Residential Neighborhood 2 (RN 2)
South	Single-family residences, across East Avenue R	Residential Neighborhood 2 (RN 2)	Residential Neighborhood 2 (RN 2)
East	Single-family residences, across 25th Street East	Single Family Residential 3 (SFR 3)	Single Family Residential 3 (SFR 3)
West	Palmdale High School	Public Facility - School	Public Facility - School

TABLE 2 - GENERAL PLAN CONSISTENCY

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use and Community Design	LUD-1.1 Balanced Land Uses. Maintain a balanced land use pattern to support a broad range of housing choices, retail businesses, employment opportunities, educational and cultural institutions, entertainment spaces, and other supportive uses within long-established Palmdale neighborhoods and new growth areas.	Yes	The proposed fueling station, grocery store, and drive-through car wash will provide essential goods and services to an area of the City that currently lacks these facilities along East Avenue R, between State Route 14 and 47th Street East. Notably, unlike most projects of this scale, the grocery store will not sell alcohol or tobacco products. Instead, it will offer pre-packaged food and snacks as defined by the PMC. The grocery store will create employment opportunities for residents in Palmdale by having 15 employees. In addition, the proposed project will enable the development of a portion of a currently vacant site that is surrounded by existing development, has access to necessary infrastructure, and is not hindered by significant topographic constraints.
	LUD-2.2 Preferred Development Patterns. In considering requests to amend the Land Use Map, encourage proposals for development in those areas which are functionally connected to developed portions of the city, have available infrastructure, and do not have significant topographic or jurisdictional barriers, or other similar constraints.		

TABLE 2 - GENERAL PLAN CONSISTENCY (CONTINUED)

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Circulation and Mobility	CM-7.1 Emerging mobility. Support new and emerging mobility innovations that are focused on improving equitable distribution of mobility services.	Yes	The proposed project promotes new and emerging mobility innovations by incorporating four pumps that will provide hydrogen fuel, supporting the future of hydrogen energy. This project is the first of its kind in the City of Palmdale.

**Justification is based on a review by the case planner of the plans date stamped 'Received May 16, 2024'.*

Site Layout

FIGURE 2 - SITE PLAN

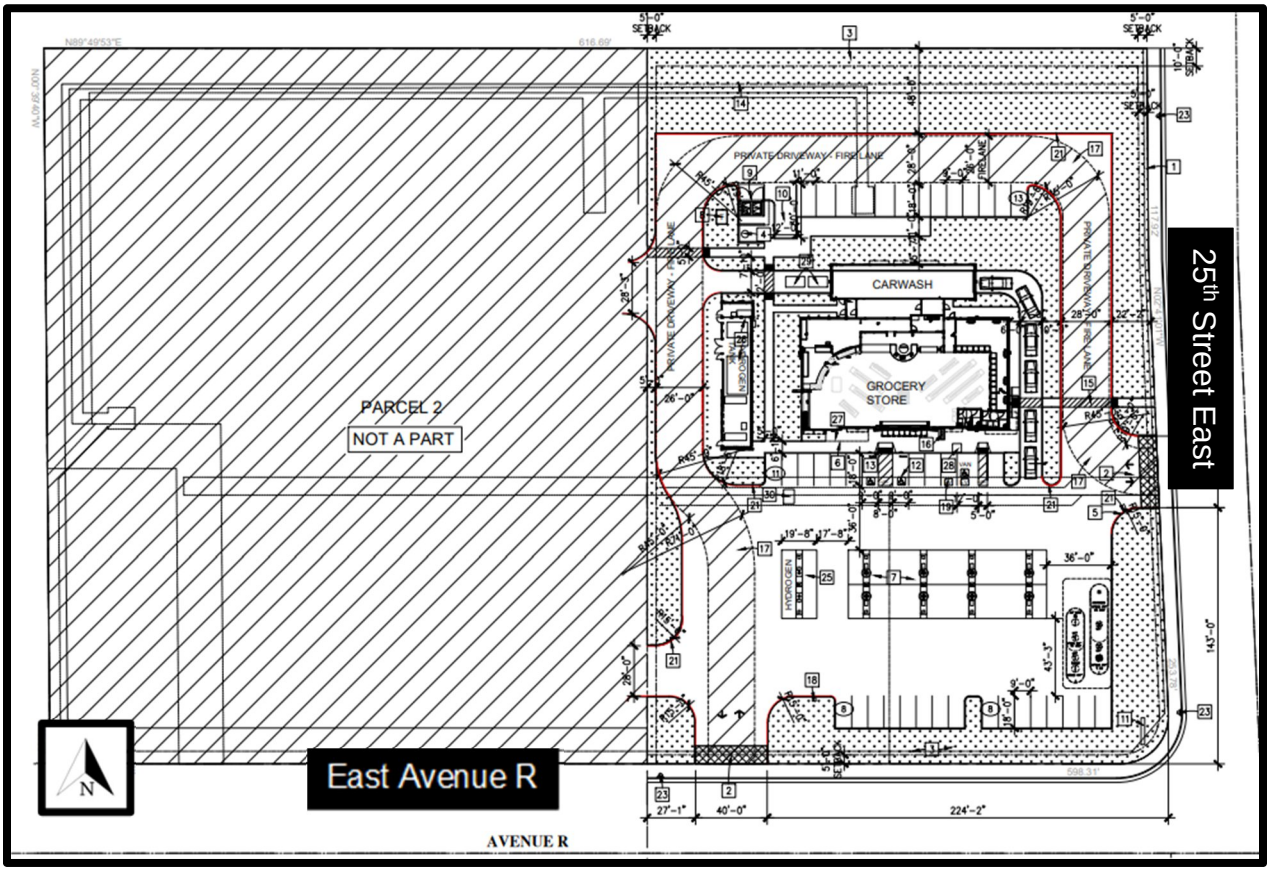


TABLE 3 - PALMDALE MUNICIPAL CODE STANDARDS

	Standard	Standard Met?	Justification*
Lot size	Minimum: 10,000 square feet (PMC Table 17.48.010-1. Development Standards - Commercial/Office Zones)	Yes	Parcel 1: 131,780 square feet (3.03 acres) Parcel 2: 110,675 square feet (2.5 acres)
Setbacks	Front: 5 feet Rear: 20 feet abutting residential Interior side: zero Street side: five feet (PMC Table 17.48.010-1. Development Standards - Commercial/Office Zones)		Front: 186 feet, four inches Rear: 120 feet, four inches Interior side: 41 feet, two inches Street side: 79 feet, nine inches
Building Height	Maximum building height: 35 feet (PMC Table 17.48.010-1. Development Standards - Commercial/Office Zones)		Grocery store: 27 feet Fuel canopy: 19 feet, six inches Drive-through carwash: 18 feet Hydrogen structure: 12 feet, eight inches
Landscaping	Landscaping shall meet all the water efficient requirements and native vegetation shall be preserved where possible. (PMC Chapter 14.05, and PMC Section 17.86.010)	Yes	As specified within the draft Conditions of Approval, all landscaping will be installed in compliance with the PMC and native vegetation will be managed in compliance with the preservation plan required for the project.

TABLE 3 - PALMDALE MUNICIPAL CODE STANDARDS (CONTINUED)

	Standard	Standard Met?	Justification*
Parking	Grocery store: 25 spaces for the first 5,000 square feet; plus 4 spaces for every 1,000 square feet above 5,000 square feet Car wash: two spaces for every service bay or lane Fueling station: one space for every employee (PMC Section 17.87.060)	Yes	Grocery store: 33 are required and 34 are provided Car wash: two spaces are required and two are provided Fueling station: three are required and four are provided

**Justification is based on a review by the case planner of the plans date stamped 'Received May 16, 2024'.*

Access/Circulation

Street improvements will be constructed along 25th Street East and partially along East Avenue R to ensure proper access to the site from both roads. The City Engineer and the Los Angeles County Fire Department have reviewed the project and confirmed that it is designed to provide safe vehicular access and flow.

Operations

The fueling station and grocery store will operate 24 hours a day and have three employees for each eight-hour shift. Security cameras will be installed, and access will be shared with the Palmdale Sheriff's Station. In addition, the drive-through car wash will operate from sunrise to sunset.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), an Initial Study was prepared to determine whether the project would have a significant effect on the environment. The Initial Study analyzed the potential for environmental impacts, and all topics were found to have either no impact, a less than significant impact, or a less than significant impact with mitigation incorporated. Mitigation measures for biological resources, cultural resources, geology/soils, noise, and tribal cultural resources were included to reduce impacts to a less than significant level. As such, an MND and MMRP were prepared and circulated in accordance with CEQA Guidelines.

FISCAL IMPACT

$32,436.97; Revenues to the City in the amount of $32,436.97 reflect the fees paid by the applicant associated with applying. Approval of the proposed project facilitates future construction of a convenience store and fueling station on a vacant parcel which will increase revenue from Property tax and sales tax once construction is complete.

STRATEGIC PLAN

Goal IV: Maintain a desirable community where everyonewantstolive,work, and play.

A. Provide inclusive access to a variety of supportive services that build a resilient and healthy community.

Prepared by:	Megan Taggart, Interim Director of Economic and Community Development
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Ord. No. 1652
Reso. No. CC 2025-011

CITY OF PALMDALE, A CHARTER CITY,
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1652

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA, APPROVING ZONE CHANGE 23-0003; A REQUEST TO MODIFY THE ZONE FROM MIXED USE 2 TO NEIGHBORHOOD COMMERCIAL FOR FOUR PARCELS TOTALING APPROXIMATELY 5.69 ACRES LOCATED ON THE NORTHWEST CORNER OF EAST AVENUE R AND 25TH STREET EAST (APN'S: 3018-028-023, -052, -053; AND -054)

A. INTENT OF THE CITY COUNCIL:

1. Beyond Food Mart, has filed an application requesting City Council approval of Zone Change (ZC) 23-0003 to modify the zone of four parcels from Mixed Use 2 (MU 2) to Neighborhood Commercial (NC) (hereinafter referred to as "Application").

2. The Application applies to 5.69 acres located on the northwest corner of East Avenue R and 25th Street East, indicated on the Los Angeles County Assessor roll as Assessor's Parcel Numbers: 3018-028-023, -052, -053; and -054 as legally described in Exhibit A hereto and shown on the map attached hereto as Exhibit B; and

3. On January 16, 2025, the Planning Commission of the City of Palmdale adopted Resolution No. PC-2025-001 recommending City Council approval of the Application; and,

4. On February 18, 2025, the City Council of the City of Palmdale conducted a duly noticed public hearing. All legal prerequisites to the adoption of this ordinance have occurred.

B. ORDINANCE

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all the facts set forth in the Recitals, part A of this Ordinance, are true and correct.

SECTION 2. The City Council hereby finds as follows with respect to the environmental document:

A Pursuant to the California Environmental Quality Act (CEQA), an Initial Study was prepared to determine whether the project would have a significant effect on the environment. The Initial Study analyzed the

potential for environmental impacts, and all topics were found to have either no impact, a less than significant impact, or a less than significant impact with mitigation incorporated. Mitigation measures for biological resources, cultural resources, geology/soils, noise, and tribal cultural resources were included to reduce impacts to a less than significant level. As such, a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared and circulated in accordance with CEQA Guidelines.

B The custodian of records for the Initial Study, MND, MMRP, and all other materials that constitute the record of proceedings upon which the City Council decision is based is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

SECTION 3. Based upon substantial evidence presented to the City Council during the above-referenced February 18, 2025, public hearing, including public testimony, and written and oral staff reports, this Council specifically finds as follows:

A The proposed Zoning Ordinance Amendment conforms with the goals, objectives, and policies of the General Plan. (ZC)

B The proposed Zoning Ordinance Amendment is necessary to implement the General Plan and to provide for public safety, convenience, and/or general welfare. (ZC)

The proposed project includes a ZC to modify the zone of a 5.69-acre vacant project area located at the northwest corner of East Avenue R and 25th Street East from MU 2 to NC to facilitate the construction of a ten-island fueling station, a 7,258-square-foot grocery store, and a 2,127-square-foot drive-through carwash. The proposed project complies with the City's General Plan as outlined in Exhibit D and is necessary because it will provide access to goods and services that are not available to Palmdale residents along Avenue R between State Route-14 and 47th Street East.

SECTION 4. Based on the findings and conclusions set forth in Sections 1, 2, and 3 above, the City Council hereby approves ZC 23-0003 as provided within Exhibit C and finds that the project is consistent with the MND.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance 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 Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 6. All legal prerequisites and pre-conditions to introducing, enacting, and adopting this Ordinance have occurred as required by law and policy.

SECTION 7. The City Clerk shall certify the adoption of this ordinance and shall cause this ordinance to be published or posted as required by law.

PASSED, APPROVED and **ADOPTED** this 18th day of February, 2025.

_____
Richard J. Loa, Mayor

Approved as to form:

ATTEST:

_____
William P. Curley, III
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City 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 18th day of February, 2025, effective on the 20th day of March, 2025, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT: _____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR ZC 23-0003

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

PARCEL A: (APN: 3018-028-052 (PARCEL 1), APN: 3018-028-053 (PARCEL 2), APN: 3018-028-054 (PARCELS 3, 4 AND 5))

PARCELS 1, 2, 3, 4 AND 5 OF PARCEL MAP NO. 2526, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 59 PAGE 100 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: ALL EASEMENTS APPURTENANT TO SAID PARCEL A PROVIDED FOR IN THAT CERTAIN INSTRUMENT ENTITLED: “CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT” DATED FEBRUARY 14, 1973 EXECUTED BY THE UHLMANN OFFICES, INC., RECORDED FEBRUARY 26, 1973 AS DOCUMENT NO. 549, OVER PARCEL 2 OF PARCEL MAP NO. 2526, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 59, PAGE 100 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL C: (APN: 3018-028-023) PARCEL 1 OF PARCEL MAP NO. 2069, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 33, PAGE 76 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

AERIAL MAP FOR ZC 23-0003

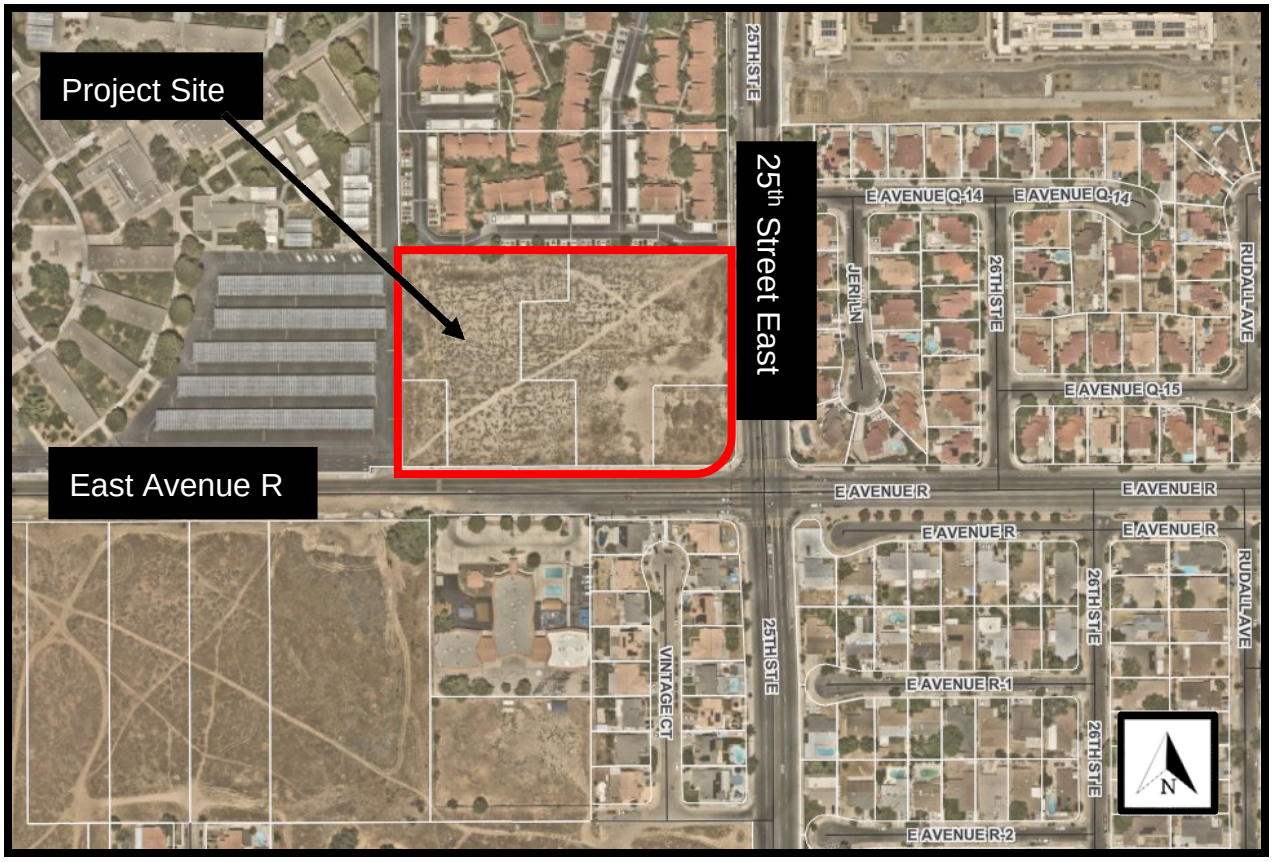
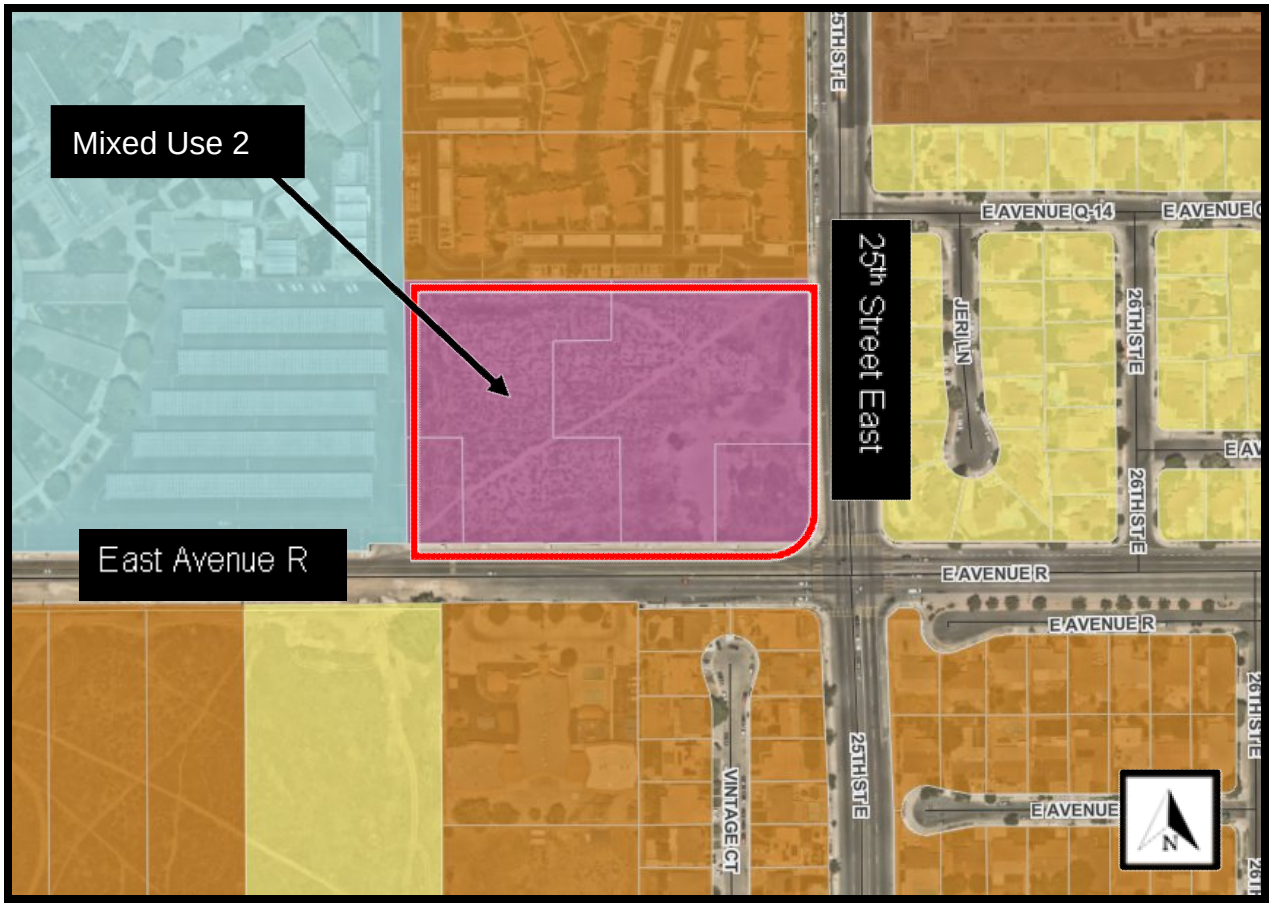


EXHIBIT C

EXISTING ZONING



PROPOSED ZONING

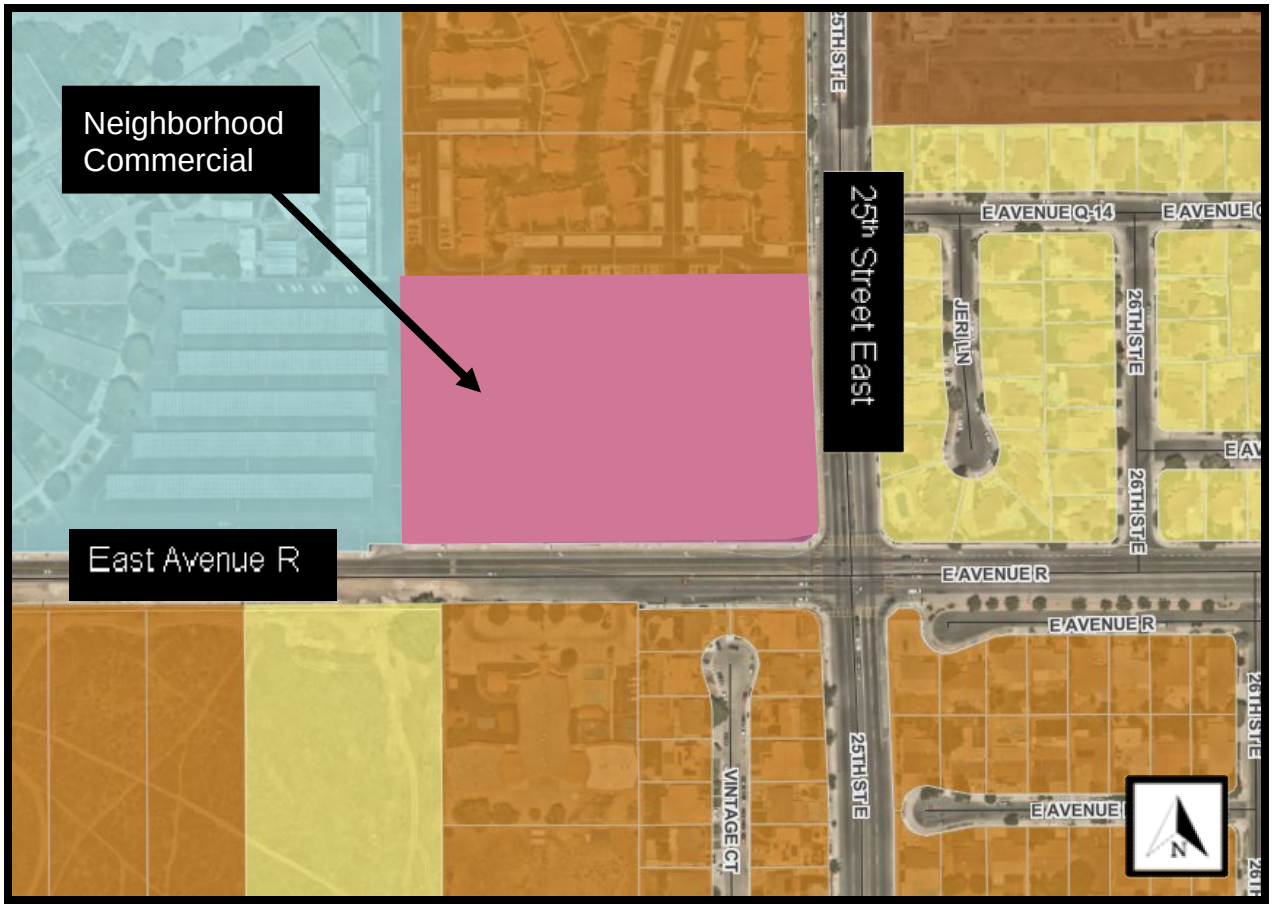


EXHIBIT D

GENERAL PLAN CONSISTENCY

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use and Community Design	LUD-1.1 Balanced Land Uses. Maintain a balanced land use pattern to support a broad range of housing choices, retail businesses, employment opportunities, educational and cultural institutions, entertainment spaces, and other supportive uses within long-established Palmdale neighborhoods and new growth areas.	Yes	The proposed fueling station, grocery store, and drive-through car wash will provide essential goods and services to an area of the City that currently lacks these facilities along East Avenue R, between State Route 14 and 47th Street East. Notably, unlike most projects of this scale, the grocery store will not sell alcohol or tobacco products. Instead, it will offer pre-packaged food and snacks as defined by the PMC. The grocery store will create employment opportunities for residents in Palmdale by having 15 employees. In addition, the proposed project will enable the development of a portion of a currently vacant site that is surrounded by existing development, has access to necessary infrastructure, and is not hindered by significant topographic constraints.
	LUD-2.2 Preferred Development Patterns. In considering requests to amend the Land Use Map, encourage proposals for development in those areas which are functionally connected to developed portions of the city, have available infrastructure, and do not have significant topographic or jurisdictional barriers, or other similar constraints.		

GENERAL PLAN CONSISTENCY (CONTINUED)

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Circulation and Mobility	CM-7.1 Emerging mobility. Support new and emerging mobility innovations that are focused on improving equitable distribution of mobility services.	Yes	The proposed project promotes new and emerging mobility innovations by incorporating four pumps that will provide hydrogen fuel, supporting the future of hydrogen energy. This project is the first of its kind in the City of Palmdale.

**Justification is based on a review by the case planner of the plans date stamped 'Received May 16, 2024'.*

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING GENERAL PLAN AMENDMENT 23-0003, TENTATIVE PARCEL MAP 84001, CONDITIONAL USE PERMIT 22-006 AND SITE PLAN REVIEW 22-007; A REQUEST TO FACILITATE THE CONSTRUCTION OF A TEN-ISLAND FUELING STATION, A 7,258-SQUARE-FOOT GROCERY STORE, AND A 2,127-SQUARE-FOOT DRIVE-THROUGH CARWASH LOCATED ON THE NORTHWEST CORNER OF EAST AVENUE R AND 25TH STREET EAST AND ADOPTING THE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM PREPARED FOR THE PROJECT (APN'S: 3018-028-023, -052, -053; AND -054)

WHEREAS, Beyond Food Mart, has filed an application requesting City Council approval of General Plan Amendment (GPA) 23-0003, Tentative Parcel Map (TPM) 84001, Conditional Use Permit (CUP) 22-006 and Site Plan Review (SPR) 22-007 (hereinafter referred to as "Application"); and

WHEREAS*,* the Application applies to 5.69 acres located on the northwest corner of East Avenue R and 25th Street East, indicated on the Los Angeles County Assessor Roll as Assessor Parcel Numbers: 3018-028-023, -052, -053 and -054, as legally described in Exhibit A hereto and shown on the map attached hereto as Exhibit B.

WHEREAS*,* on January 16, 2025, the Planning Commission of the City of Palmdale adopted Resolution No. PC-2025-001 recommending City Council approval of the application; and,

WHEREAS, on February 18, 2025, the City Council of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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 City Council hereby specifically finds that all the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. The City Council hereby finds as follows with respect to the environmental documentation prepared for the application:

A. Pursuant to the California Environmental Quality Act (CEQA), an Initial Study was prepared to determine whether the project would have a significant effect on the environment. The Initial Study analyzed the potential for environmental impacts, and all topics were found to have either no impact, a less than significant impact, or a less than significant impact with mitigation incorporated. Mitigation measures for biological resources, cultural resources, geology/soils, noise, and tribal cultural resources were included to reduce impacts to a less than significant level. As such, a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) as provided within Exhibit F were prepared and circulated in accordance with CEQA Guidelines.

B. The custodian of records for the Initial Study, MND, Mitigation Monitoring and Reporting Program, and all other materials that constitute the record of proceedings upon which the City Council's decision is based is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

SECTION 3. Based upon substantial evidence presented to the City Council during the above-referenced February 18, 2025, public hearing, including public testimony, and written and oral staff reports, the City Council specifically finds as follows:

A. The proposed change in land use is consistent with State law. (GPA)

B. The amendment is reasonable and beneficial. (GPA)

C. The proposed subdivision, together with the provisions for its design and improvement, shall be consistent and compatible with the maps, goals, objectives, and policies of the General Plan, Zoning Ordinance, and any applicable specific plan. (TPM)

D. The site is physically suitable for the type and proposed density of development proposed by the tentative map. (TPM)

E. The proposed use is consistent with the goals, policies, and objectives of the General Plan. (CUP)

F. The proposed use is beneficial and desirous to the community and is consistent with the purpose, intent, and standards of this Title and other applicable ordinances and codes adopted by the city. (CUP)

G. No application for site plan review shall be approved by the Review Authority unless the design and layout of the proposed project or structures, in its final submitted form, or as conditioned, meets all the following criteria, and the development is consistent with: (SPR)

1. The City's General Plan and any applicable Specific Plan.

2. The development standards set forth in this Title; and

3. Any applicable design guidelines.

The proposed project includes a General Plan Amendment to modify the land use designation of a 5.69-acre vacant project area located at the northwest corner of East Avenue R and 25th Street East from Mixed Use 2 to Neighborhood Commercial to facilitate the construction of a ten-island fueling station, a 7,258-square-foot grocery store, and a 2,127-square-foot drive-through carwash.

In addition, the project includes a TPM for the subdivision of the subject site, a CUP for the fueling station and drive-through car wash use, and an SPR for the grocery store and development of the site. The project has been designed to comply with the City's General Plan and the development standards within the Zoning Ordinance as described in Exhibits C and D. The project is desirous for the Palmdale community because, unlike most projects of this scope, the proposed grocery store that is associated with the fueling station will offer pre-packaged foods and snacks but does not include the sale of alcohol or tobacco products. The grocery store will provide goods and services to the surrounding neighborhood and its customers. In addition, the fueling station will include four hydrogen fueling pumps and will be the first of its kind within the City of Palmdale.

H. The tentative map does not propose to divide land which is subject to a contract entered into pursuant to the California Land Conservation Act of 1965, or the land is subject to a land conservation act contract but the resulting parcels following division of the land will not be too small to sustain their agricultural use. (TPM)

A review of the preliminary title report for the subject property revealed that the property in question has not been included in the California Land Conservation Act of 1965, and therefore, the TPM is not subdividing land that is subject to a contract.

I. The design of the subdivision and the proposed improvements, with Conditions of Approval, are either: (TPM)

1. Not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, or

2. The design of the subdivision and the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, but an Environmental Impact Report has been prepared, and a Statement of Overriding Considerations has been adopted, pursuant to Public Resources Code Section 21081(c), finding that specific economic, social or other considerations make it not feasible to adopt the mitigation measures or project alternatives identified in the Environmental Impact Report.

An Initial Study was prepared to determine whether the project would have a significant impact on the environment. As such an MND and MMRP were prepared for the project as outlined within Exhibit F and found that the project with the incorporation of mitigation measures will not have a substantial impact on fish or wildlife of their habitat as outlined within the Conditions of Approval provided within Exhibit E.

J. The design of the subdivision and the type of improvements are not likely to cause serious public health and safety problems. (TPM)

K. The tentative map design provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible. (TPM)

L. The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the private property within the proposed subdivision, or the design of the subdivision and the type of improvements will conflict with the easements acquired by the public at large for access through or use of property within the proposed subdivision but alternate easements which are substantially equivalent to those previously acquired by the public will be provided. (TPM)

M. The proposed subdivision, including any proposed phasing, represents orderly development of the project site and surrounding area. (TPM)

N. The proposed use and the ongoing operation of the use will not have a substantial adverse effect on abutting property or the allowed use thereof and will not generate excessive noise, vibration, traffic, or other disturbances, nuisances, or hazards. (CUP)

O. The site for the proposed use has adequate pedestrian and vehicular access. (CUP)

Curb, gutter, and sidewalk improvements will be installed partially along East Avenue R and 25th Street East. The draft Conditions of Approval for the project require the construction of sidewalk improvements, submission of a Stormwater Pollution Prevention Plan, and adequate sanitary disposal facilities on-site during all phases of construction. Also, the discharge of waste from the proposed development into an existing community sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board because the applicant is required to comply with all Conditions of Approval, which requires a public sanitary sewer system as the only method of sewage disposal. The proposed project consists of a fueling station, grocery store, and drive-through carwash and clear signage directing vehicles and pedestrians through the drive-through lanes will be installed on the project site for safety and optimal circulation. Additionally, the applicant will be required to comply with all Conditions of Approval and all applicable local, State, and Federal laws. Also, Conditions of Approval have been included within the draft Resolution to ensure the avoidance of nuisances, such as loitering and removal of litter daily. Therefore, the proposed project is not expected to adversely affect nearby property. Furthermore, the preliminary title report does not

indicate that the subdivision will conflict with easements, and the proposed project is designed with adequate dimensions to maximize the opportunities for passive and natural heating and cooling. Each lot meets or exceeds the minimum size, width, and depth requirements as specified within Exhibit D.

SECTION 4. Based on the findings and conclusions set forth in Sections 1, 2, and 3 above, the City Council hereby approves GPA 23-0003, TPM 84001, CUP 22-006, and SPR 22-007, subject to the Conditions of Approval as outlined within Exhibit E and adopts the MND and MMRP as outlined within Exhibit F.

SECTION 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 18th day of February, 2025.

Approved as to form:

_____
Richard J. Loa, Mayor

ATTEST:

_____
William P. Curley, III
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City 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 18th day of February 2025, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT: _____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR
GPA 23-0003, TPM 84001, CUP 22-006, AND SPR 22-007

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

PARCEL A: (APN: 3018-028-052 (PARCEL 1), APN: 3018-028-053 (PARCEL 2), APN: 3018-028-054 (PARCELS 3, 4 AND 5))

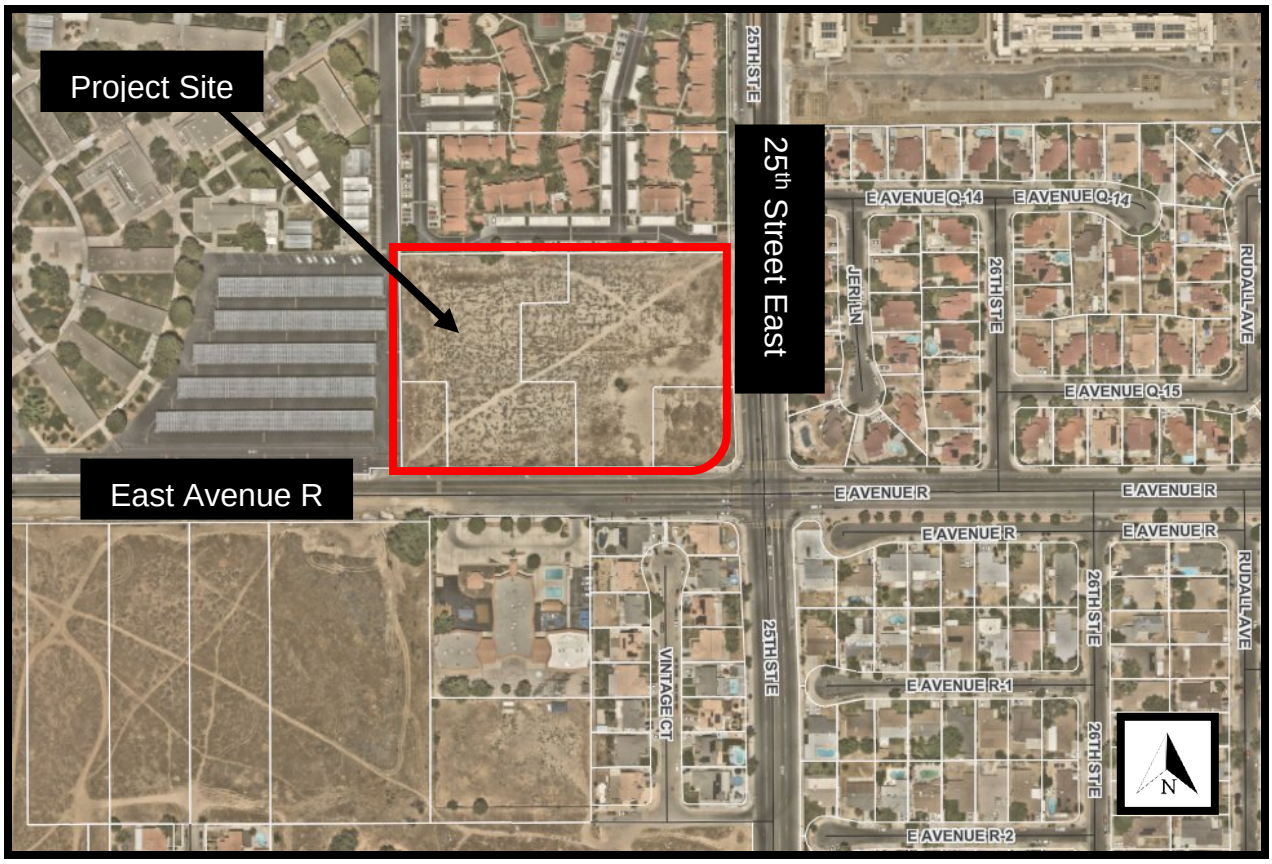
PARCELS 1, 2, 3, 4 AND 5 OF PARCEL MAP NO. 2526, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 59 PAGE 100 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: ALL EASEMENTS APPURTENANT TO SAID PARCEL A PROVIDED FOR IN THAT CERTAIN INSTRUMENT ENTITLED: “CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT” DATED FEBRUARY 14, 1973 EXECUTED BY THE UHLMANN OFFICES, INC., RECORDED FEBRUARY 26, 1973 AS DOCUMENT NO. 549, OVER PARCEL 2 OF PARCEL MAP NO. 2526, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 59, PAGE 100 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

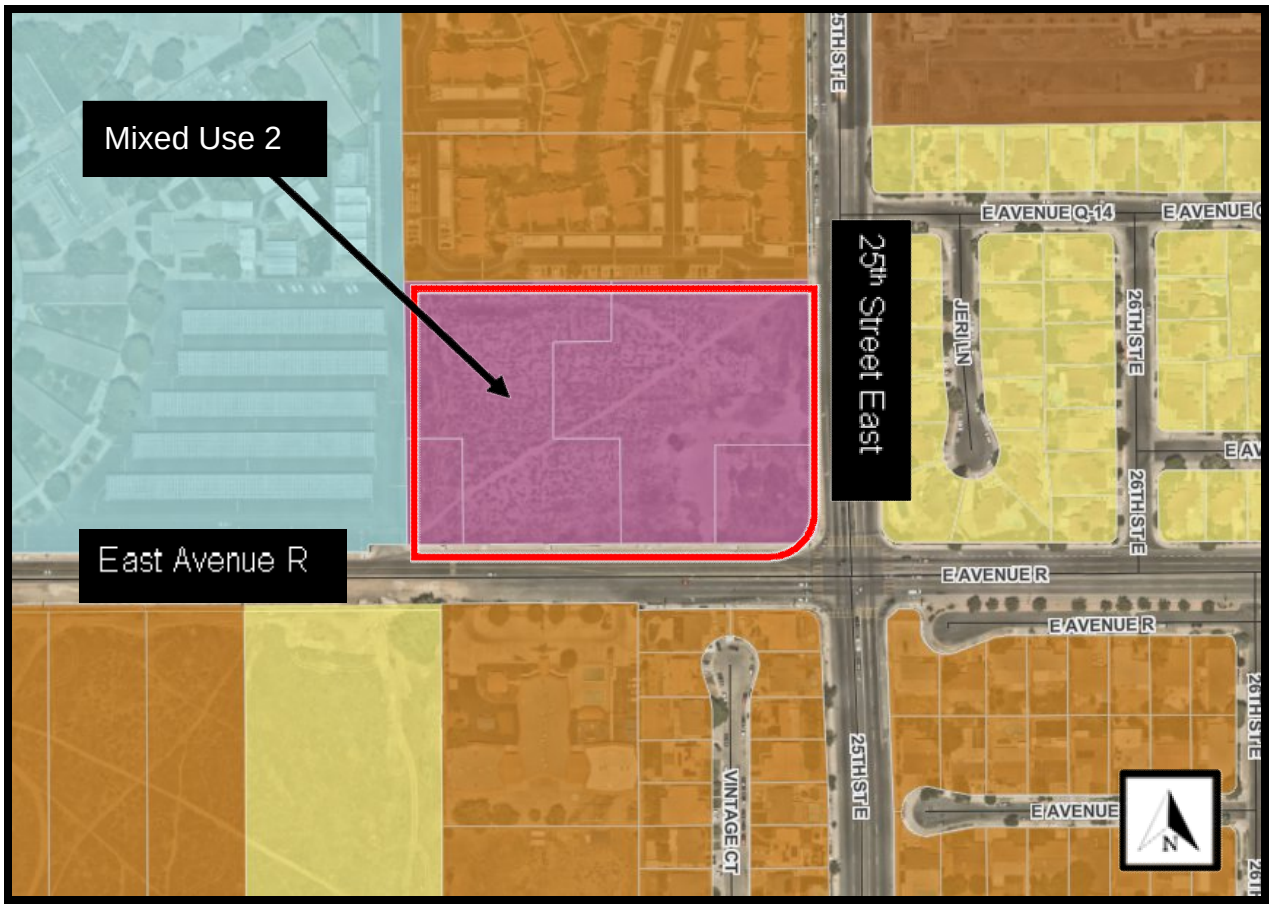
PARCEL C: (APN: 3018-028-023) PARCEL 1 OF PARCEL MAP NO. 2069, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 33, PAGE 76 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

AERIAL MAP FOR GPA 23-0003, TPM 84001, CUP 22-006, AND SPR 22-007



EXISTING GENERAL PLAN LAND USE DESIGNATION



PROPOSED GENERAL PLAN LAND USE DESIGNATION

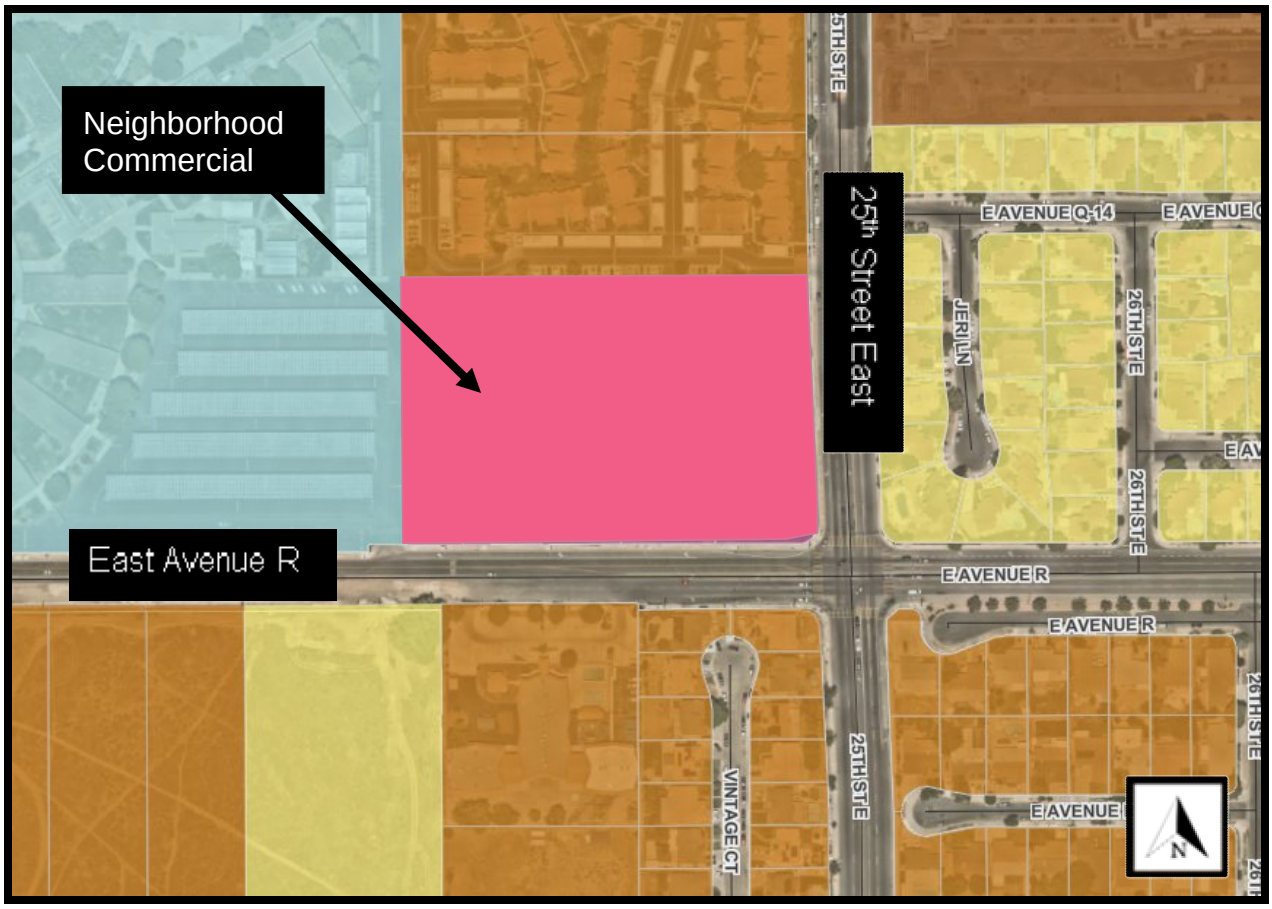


EXHIBIT C

GENERAL PLAN CONSISTENCY TABLE

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use and Community Design	LUD-1.1 Balanced Land Uses. Maintain a balanced land use pattern to support a broad range of housing choices, retail businesses, employment opportunities, educational and cultural institutions, entertainment spaces, and other supportive uses within long-established Palmdale neighborhoods and new growth areas.	Yes	The proposed fueling station, grocery store, and drive-through car wash will provide essential goods and services to an area of the City that currently lacks these facilities along East Avenue R between State Route 14 and 47th Street East. Notably, unlike most projects of this scale, the grocery store will not sell alcohol or tobacco products. Instead, it will offer pre-packaged food and snacks as defined by the PMC. The grocery store will create employment opportunities for residents in Palmdale by having 15 employees. In addition, the proposed project will enable the development of a portion of a currently vacant site that is surrounded by existing development, has access to necessary infrastructure, and is not hindered by significant topographic constraints.
	LUD-2.2 Preferred Development Patterns. In considering requests to amend the Land Use Map, encourage proposals for development in those areas which are functionally connected to developed portions of the city, have available infrastructure, and do not have significant topographic or jurisdictional barriers, or other similar constraints.		

GENERAL PLAN CONSISTENCY TABLE (CONTINUED)

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Circulation and Mobility	CM-7.1 Emerging mobility. Support new and emerging mobility innovations that are focused on improving equitable distribution of mobility services.	Yes	The proposed project promotes new and emerging mobility innovations by incorporating four pumps that will provide hydrogen fuel, supporting the future of hydrogen energy. This project is the first of its kind in the City of Palmdale.

**Justification is based on a review by the case planner of the plans date stamped 'Received May 16, 2024'.*

EXHIBIT D

PALMDALE MUNICIPAL CODE STANDARDS (CONTINUTED)

	Standard	Standard Met?	Justification*
Lot size	Minimum: 10,000 square feet (PMC Table 17.48.010-1. Development Standards - Commercial/Office Zones)	Yes	Parcel 1: 131,780 square feet (3.03 acres) Parcel 2: 110,675 square feet (2.5 acres)
Setbacks	Front: 5 feet Rear: 20 feet abutting residential Interior side: zero Street side: five feet (PMC Table 17.48.010-1. Development Standards - Commercial/Office Zones)		Front: 186 feet, four inches Rear: 120 feet, four inches Interior side: 41 feet, two inches Street side: 79 feet, nine inches
Building Height	Maximum building height: 35 feet (PMC Table 17.48.010-1. Development Standards - Commercial/Office Zones)		Grocery store: 27 feet Fuel canopy: 19 feet, six inches Drive-through carwash: 18 feet Hydrogen structure: 12 feet, eight inches
Landscaping	Landscaping shall meet all the water efficient requirements and native vegetation shall be preserved where possible. (PMC Chapter 14.05, and PMC Section 17.86.010)	Yes	As specified within the draft Conditions of Approval, all landscaping will be installed in compliance with the PMC and native vegetation will be managed in compliance with the preservation plan required for the project.

PALMDALE MUNICIPAL CODE STANDARDS (CONTINUED)

	Standard	Standard Met?	Justification*
Parking	Grocery store: 25 spaces for the first 5,000 square feet; plus 4 spaces for every 1,000 square feet above 5,000 square feet Car wash: two spaces for every service bay or lane Fueling station: one space for every employee (PMC Section 17.87.060)	Yes	Grocery store: 33 are required and 34 are provided Car wash: two spaces are required and two are provided Fueling station: three are required and four are provided

**Justification is based on a review by the case planner of the plans date stamped 'Received May 16, 2024'.*

EXHIBIT E

CONDITIONS OF APPROVAL FOR
TENTATIVE PARCEL MAP 84001
CONDITIONAL USE PERMIT 22-006
SITE PLAN REVIEW 22-007

APPROVAL DATE: FEBRUARY 18, 2025
EFFECTIVE DATE: FEBRUARY 18, 2025
EXPIRATION DATE: FEBRUARY 18, 2028

These Conditions of Approval apply to Tentative Parcel Map (TPM) 84001, Conditional Use Permit (CUP) 22-006, and Site Plan Review (SPR) 22-007 for the modification of the General Plan Land Use designation and zone from Mixed Use 2 to Neighborhood Commercial and subdivision of 5.69 acres into two lots to facilitate the construction of a ten-island fueling station, a 7,258-square-foot grocery store, and a 2,127-square-foot drive-through carwash located on the northwest corner of East Avenue R and 25th Street East (APN's: 3018-028-023, -052, -053; and -054). Any proposed change of use or expansion of the area or modifications to the site plan or structures shall be submitted to the Planning Division, along with the required application and fee, for review. For the purpose of these conditions, the term "applicant" shall also mean the developer, the owner or any successor(s) in interest to the terms of this approval. For the purposes of these conditions, an * indicates that the condition is a mitigation measure.

GENERAL CONDITIONS:

1 Tentative Parcel Map 84001, Conditional Use Permit 22-006, and Site Plan Review 22-007 shall be inaugurated within three years or it shall automatically expire on TBD. This approval is based on the plans date stamped, 'Received May 16, 2024'. The project shall be considered inaugurated if applicable grading and/or building permits have been issued, construction is initiated, and ongoing. Cessation of construction activity for over 180 days will result in the lapse of this approval. (P)

2 This approval shall not become effective for any purposes until any appeal period has passed and the applicant has filed at the office of the Planning Division their notarized affidavit stating that they agree to and accept all of the Conditions of Approval as approved by the Reviewing Authority as set forth in Resolution No. PC-2025-001. (P)

3 Should this project not be inaugurated during the initial approval period, an extension of time not to exceed an additional two years for CUP 22-006 and SPR

22-007 and as allowed by the Subdivision Map Act for TPM 84001 may be granted by the Review Authority. Applications for time extensions must be filed a minimum of 90 days prior to the expiration date. Requests for time extensions must be accompanied by a formal application, all required exhibits and plans, and required application fees. (P)

4 This approval shall become null and void if a final map has not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. An extension of time may be granted by the Review Authority upon submittal of a formal application, required exhibits and appropriate fees in accordance with the PMC. In granting any such time extension, the City may impose new conditions and standards on the tentative map, pursuant to Section 66452.6(e) of the Government Code. (P)(E)

5 Immediately upon approval of this project by the Review Authority, the applicant shall submit to the City a cashier's check or check, payable to the Los Angeles County Clerk in the amount of $2,968.75 for the environmental filing fee in compliance with the California Environmental Quality Act (CEQA) Guidelines. Furthermore, if the California Department of Fish and Wildlife (CDFW) determines that this project is not exempt from a filing fee imposed pursuant to Fish and Wildlife Code Section 711.4 because the project has more than a de Minimis impact on fish and wildlife, then the applicant shall also pay to CDFW any fee and any fine which the Department determines to be owed. (P)

6 This Tentative Parcel Map 84001 is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the map date stamped 'Received May 16, 2024', as modified by these Conditions of Approval. Final map(s) shall be in substantial compliance with the Tentative Map and these Conditions of Approval. (P)(E)

7 The applicant shall comply with all requirements of the PMC, all requirements of the City ordinances, resolutions, and all applicable standards and policies that are in effect at the time that building permits are issued for the development. (P)(E)

8 As provided in Section 66498.1(b) of the Subdivision Map Act, the applicant shall comply with all requirements of the PMC, all requirements of City ordinances, resolutions, and all standards and policies that were in effect at the time that the applicant's application for a Vesting Tentative Map was deemed complete.

Furthermore, as provided in Government Code Section 66498.1(e), as amended, the City may impose conditions on subsequently required approvals

and permits as authorized by the PMC, and other applicable ordinances, resolutions, engineering standards, and policies.

9 The applicant shall defend, indemnify, and hold harmless the City its elected and appointed officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its elected and appointed officials, officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City concerning this project, including but not limited to any approval or condition of approval of the Review Authority. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its elected and appointed officials, officers, employees, and agents in the defense of the matter. (P)

10 Pursuant to Government Code Section 66020(a), any party may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this development project. Required fees must be paid in full or arrangements must be made to pay the fee when due. Written notice of payment under protest must be filed with the City at the time of approval or conditional approval of this project or within 90 days after the date of the imposition of the fees, dedications, reservations, or other exactions imposed on this project. (P)

11 The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements in the PMC, including the requirement that a business license be obtained by all entities doing business in the City. (P)

12 The use shall meet the standards and shall be developed within the limits established by the PMC related to emissions of noise, odor, dust, vibration, wastes, fumes, or any public nuisances arising or occurring incidental to the establishment or operation. (P)

13 The applicant shall be responsible for the ongoing maintenance and upkeep of undeveloped portions of the site, in accordance with the property maintenance requirements as set forth in the PMC Chapter 8.36 (Regulation of Property Maintenance). (P)

14 When exhibits and written Conditions of Approval are inconsistent, the written conditions shall prevail. (P)(E)

15 Off-site public improvements (streets, drainage, sewers, etc.) may be necessary to adequately serve this subdivision/development. If off-site public improvements

are required, said improvements shall be located within public easements. This Tentative Parcel Map and SPR approval is subject to the applicant's acceptance of the City requirements for the acquisition of said public easements, at the sole cost and expense of the applicant. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this Condition. (E)

16 The applicant shall participate in such on-site and off-site water service improvements or wells as may be required by the serving water purveyor/master. (E)

17 Coordination with utility companies by the applicant's engineer during design shall be required to ensure that required public improvements are not in conflict with existing or proposed utilities. (E)

18 Transmission or distribution lines less than 50kV and all other utility lines, existing and proposed, shall be installed underground in accordance with the PMC Chapter 12.04 (Underground Utilities). (E)

19 All plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs shall be prepared, signed, and stamped (when required) only by those individuals legally authorized to do so. Development plans must be prepared, signed, and stamped by a California Registered Civil Engineer. (E)

20 Sign approval for the project is a separate process requiring the issuance of a sign permit and building permits and is subject to review and approval by the Planning Division and Building and Safety Division. (P)(B&S)

21 The applicant shall provide a complete set of street improvement plans for review and comment to utility providers including but not limited to the following: (E)

21.1 Water District

21.2 Southern California Edison

21.3 Southern California Gas Company

21.4 AT&T

21.5 Cable TV

22 Intersection sight distance and stopping sight distance shall be shown to meet the required standards both horizontally and vertically at all vehicular

ingress/egress locations including consideration for walls, landscaping, grading, and vegetation. (TE)

23 Parcels with less than 150 feet of frontage shall provide joint access subject to the approval of the City Engineer. (TE)

24 Left-turn ingress and/or egress at all access locations shall be subject to approval of the City Engineer and may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered. (TE)

THE FOLLOWING CONDITIONS SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

25 The site plan shall identify interior traffic flow pattern. (TE)

26 The site plan shall identify all pedestrian access ways and traffic crossings. Crossings shall be clearly marked, lighted, and identified throughout the interior of the project. The design of these areas shall be reviewed and approved by the applicable City departments and shall comply with Title 24 Handicapped Accessibility Standards and City Building Codes, current edition. (TE)

27 The site plan shall indicate the alignment of all adjacent streets, turn lanes, medians, bus turnouts, and location of project entrance(s), drive aisles, traffic control devices, sidewalks, landscape setbacks, and location of other infrastructure. (TE)

28 The applicant shall coordinate with the City and the Antelope Valley Transit Authority (AVTA) to ensure right-of-way and street construction shall include provision of bus stop amenities (shelter/bench and trash can) unless AVTA deems such is not necessary. Design shall be subject to the approval of the City Engineer and AVTA. (TE)

29 *Nesting bird surveys shall be conducted by a qualified Biologist three days prior to any construction activities taking place during the nesting season to avoid potentially taking any birds or active nests. Surveys shall be conducted within 500 feet of the Project site. In general, impacts to all bird species (common and special status) will be avoided by conducting work outside of the nesting season (generally February 1st to September 15th), and conducting a worker awareness training. If an active nest is identified, a buffer shall be established between the construction activities and the nest so that nesting activities are not interrupted. Avoidance buffers will be 100 feet for common avian species, 300 feet for listed or highly sensitive species, and 500 feet for raptors. The buffer should be delineated by temporary fencing and remain in effect as long as construction is

occurring. No Project construction shall occur within the fenced nest zone until the young have fledged, are no longer being fed by the parents, have left the nest, and will no longer be impacted by the Project. Reductions in the nest buffer distance may be appropriate depending on the avian species involved, ambient levels of human activity, screening vegetation, or possibly other factors. (P)

30 *If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project. (P)

31 *Prior to initiation of any grading, drilling, and/or excavation activities, a PRIMP shall be approved by the City and the construction contractor shall hold a preconstruction meeting to be attended by the paleontologist of record, representatives of the grading contractor and subcontractors, the project owner or developer, and a representative of the lead agency. The nature of potential paleontological resources shall be discussed, as well as the protocol that is to be implemented following the discovery of any fossiliferous materials. (P)

32 *Monitoring of mass grading and excavation activities in areas identified as likely to contain paleontological resources shall be performed by a qualified/project paleontologist or paleontological monitor. Monitoring shall be performed starting at the surface on a full-time basis; Holocene alluvial deposits should be monitored part-time at the discretion of the project paleontologist. The timing and duration of the monitoring of excavation activities within the alluvial fan deposits shall be at the discussion of the project paleontologist based on the geological conditions observed by the paleontological monitor and/or the project paleontologist. (P)(E)

33 *Paleontological monitors will be equipped to salvage fossils as they are unearthed to avoid construction delays. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface or, if present, are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. The monitor shall notify the project paleontologist, who will then notify the concerned parties of the discovery. (P)(E)

34 *A final monitoring and mitigation report of findings and significance will be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location(s). The report, when submitted to and accepted by the appropriate lead agency, will signify satisfactory completion of the project program to mitigate impacts to any potential

nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place. (P)

35 *In the Event of an Inadvertent Discovery - If cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards retained by the project applicant shall assess the find. Work on the portions of the Projects outside of the buffered area may continue during this assessment period. Should the find be deemed significant, as defined by CEQA (as amended, 2015), the Project applicant shall retain a professional Tribal Monitor procured by the FTBMI to observe all remaining ground-disturbing activities including, but not limited to, clearing, grading, excavating, digging, trenching, plowing, drilling, tunneling, quarrying, leveling, driving posts, auguring, blasting, stripping topsoil or similar activity, and archaeological work. (P)(E)

36 *Disposition and Treatment of Inadvertent Discoveries - The Lead Agency and/or applicant shall, in good faith, consult with the FTBMI on the disposition and treatment of any Tribal Cultural Resource encountered during all ground-disturbing activities. (P)

37 *In the Event of Inadvertent Discovery, Human Remains - If human remains or funerary objects are encountered during any activities associated with the Project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease, and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code shall be enforced for the duration of the Project. Inadvertent discoveries of human remains and/or funerary object(s) are subject to California State Health and Safety Code Section 7050.5, and the subsequent disposition of those discoveries shall be decided by the Most Likely Descendant (MLD), as determined by the Native American Heritage Commission (NAHC), should those findings be determined as Native American in origin. (P)

38 *In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-7, regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find so as to provide Tribal input with regards to significance and treatment. (P)

39 *If significant pre-contact cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall

develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-7. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly. (P)

40 *The Yuhaaviatam of San Manuel Nation Cultural Resources Management Department (YSMN) shall be contacted, as detailed in TCR-4, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site. (P)

41 *Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project. (P)

Site and Architectural Design

42 The applicant shall submit the final site plan, floor plans, architectural elevation(s), and photometric lighting plans to the Planning Division for review and approval along with required fee(s) for plan check review through the Accela Citizen Access portal. Such plans shall be fully dimensioned and in substantial conformance with those approved by the Review Authority. Plans shall address the following: (P)(TE)(BS)(PS)

42.1 Utility and transformer boxes, backflow devices, and other similar equipment facilities shall be placed underground unless otherwise specified and approved. Screening shall be compatible with main structures and include landscaping where appropriate. All electrical switchgear shall be located within an electrical or utility room within the building which may be accessible from an exterior door or doors. Exterior surface-mounted switchgear shall be prohibited.

42.2 The location of all devices required by the water district shall be shown on the site plan. All such devices shall be screened with a low-profile wall to match the building or another method as approved by the Planning Manager.

42.3 The location and method of screening for all roof-mounted equipment shall be demonstrated, including but not limited to air conditioning and heating units, plumbing flues, and vents. All equipment shall be screened from public view. All roof-mounted equipment shall be screened from view by parapet walls or other architectural means. The applicant shall demonstrate to the satisfaction of the Planning Manager that no roof-mounted equipment will be visible from the public right-of-way. A line-of-sight drawing showing full screening of the roof-mounted equipment by the building parapets shall be submitted to the satisfaction of the Planning Manager.

42.4 Exterior ladders providing roof access and exterior downspouts shall be prohibited. Access to the roof and all gutters/downspouts shall be concealed within buildings.

42.5 Any proposed bollards shall include a decorative cover consistent with the architectural style of the associated building. Safety Yellow-colored pipe style bollards shall only be permitted in areas hidden from the public right-of-way.

42.6 The location and enclosure details of refuse containment areas are to be in compliance with PMC Chapter 17.85.020 (Refuse and Recycling). Refuse and recycling enclosures shall be screened by a six-foot decorative masonry block wall/material compatible with the main structure(s). A self-closing gate constructed of solid metal material painted to match the enclosure and a solid decorative roof treatment shall be provided. Refuse enclosures shall be designed to meet or exceed the minimum capacity requirements of the development as determined by PMC Chapter 15.30 (CALGreen Recycling Requirements), PMC Chapter 17.85 (Utilities and Services), and waste hauler. Enclosures shall be located to provide unobstructed 24-hour access to refuse collection vehicles.

Lighting

42.7 The photometric lighting plan for parking areas shall comply with applicable standards contained in the PMC Section 17.86.030 (Outdoor Lighting).

42.8 All exterior lighting shall be decorative and appropriate for the architecture of the associated building. Light fixtures shall comply with PMC Section 17.86.030 (Outdoor Lighting) and shall not project above the fascia or roof line of the building.

42.9 Buildings shall have exterior security lighting fixtures or wall packs installed that are protected by a weather and vandal-resistant covering. Security lighting must follow the specifications of the PMC Section 17.86.030 (Outdoor Lighting).

42.10 Parking lot lighting shall comply with applicable standards contained in the PMC and shall not be obstructed by trees or other landscaping.

42.11 Pedestrian walkways shall have sufficient decorative pathway lighting.

42.12 Exterior door, perimeter, canopy, and parking area lights shall be controlled by photocell and shall be left on during hours of darkness or diminished lighting.

42.13 All parking lots, aisles, and grounds contiguous to buildings shall be provided with sufficient lighting to provide adequate illumination for the safety and security of vehicles and pedestrians using the site during the hours of darkness or diminished lighting. Such lighting shall be equipped with vandal and weather resistant covers/lenses and comply with specifications of the PMC.

Circulation/Parking Safety and Loading Areas

42.14 The site plan shall identify the interior traffic flow pattern.

42.15 Driveways shall have a minimum radius of 15 feet.

42.16 The site plan shall identify all pedestrian access ways and traffic crossings. Crossings shall be clearly marked, lighted, and identified throughout the interior of the project. The design of these areas shall be reviewed and approved by the applicable City departments and shall comply with Title 24 Accessibility Standards and current City Building Codes.

42.17 The site plan shall indicate the alignment of all adjacent streets, turn lanes, medians, bus turnouts, the location of project entrance(s), drive aisles, traffic control devices, sidewalks, landscape setbacks, and the location of other infrastructure.

42.18 All walkways perpendicular to parking stalls shall be a minimum of seven feet in width.

Use Related

42.19 The site plan shall provide a Building Code Analysis showing the occupancy of each building, the allowable area of the buildings, and the proposed areas of the building. (Adopted codes are the 2022 California Building Codes with Palmdale amendments.)

Development Landscaping Requirements

43 The landscape plans shall comply with all provisions of PMC Chapter 14.05 (Water Efficient Landscape and City Landscaping Standards). (E)

44 The applicant shall submit landscape and irrigation plans for all project landscaping improvements to the Engineering Division for review and approval through the Accela Citizen Access Portal. The applicant is responsible to pay all plan review fees for the improvements reflected on the landscape plans prior to the plans being reviewed. All landscape permit and inspection fees shall be paid prior to the issuance of a landscape permit. These plans shall include, but not be limited to, the following items: (P)(E)(PS)

44.1 Trees in the parkways shall not exceed a spacing approved by the City Engineer for the species proposed.

44.2 Where trees are incorporated into the landscape design of common or open areas, all trees shall be a minimum one-inch caliper in a 15-gallon or larger container size. Fifty percent of the trees shall be a minimum two-inch caliper in a 24-inch box size or larger container. Twenty percent of the trees shall be a minimum two-and-a-half-inch caliper in a 36-inch box size or larger container. The trunk caliper shall be measured four and a half feet above the root crown. Any Washingtonia spp. or similar palm trees proposed shall have a minimum of 12 feet of brown trunk height.

44.3 All shrubs shall be a minimum five-gallon size. If one-gallon plants are proposed to be used as a ground cover (i.e., with drip irrigation), such planting shall be supplemented with additional five-gallon plant material to provide variation in texture and height.

44.4 All plant material shall be indicated on the landscape plans with symbols that are 75 percent of a diameter of the mature size of the plant. When determining mature plant size, the lower end of the size range shall be used (for example, if a plant is indicated to have a mature size of six to ten feet, a six-foot diameter shall be used when graphically indicating the plant material on the plan).

44.5 All landscape areas shall be enclosed by a six-inch raised concrete curb. Differences in planting areas or landscaping ground cover materials shall be separated by approved landscape edging or concrete mow strips.

44.6 All slopes steeper than 3:1 shall be landscaped for erosion control per the Engineering Design Standards.

44.7 Backflow devices shall be screened with a solid Le Meur cover or equivalent and landscaping.

44.8 All plant material sizes and calipers shall conform to the American Standard for Nursery Stock, ANSI (Z60.1) 2014.

44.9 Landscaping shall be provided within parking areas so that at least 15 percent of the surface area of the parking lot is landscaped (excluding perimeter and front setback landscaping). Landscaping shall be dispersed throughout the parking lot to provide shade throughout the lot.

44.10 A minimum of one canopy tree for every four parking stalls (or eight parking stalls when two rows of four share a common frontage) shall be provided.

44.11 A minimum 50 percent of the parking lot trees shall be a minimum 24-inch box size and with a minimum two-inch caliper. Twenty percent of the trees shall be a minimum two-and-a-half-inch caliper in a 36-inch box size or larger container.

44.12 Landscape planters shall be a minimum of six feet in width (inside dimension), except that tree wells located between parking rows and spaces may be a minimum of four feet in width (inside dimension). All landscaping and planting within paved areas shall be contained within raised planters surrounded by six-inch concrete curbs. Tree areas shall be planted a minimum of five feet from walls, walkways, or buildings. To protect the hardscape and encourage deep root development, root barriers shall be installed during planting operations.

44.13 Wheel stops or curbs shall be placed a minimum of 30 inches away from the trunk of any tree.

44.14 Landscape islands, a minimum 10 feet in width with minimum aisle turning radii of 10 feet shall be provided at the end of all parking rows, except where parking rows directly abut buildings, sidewalks, wall, or similar features.

44.15 Parking rows containing 15 or more spaces shall contain one landscape island within the interior of the parking row for each 15 parking spaces in addition to the required row end landscape islands.

44.16 Landscape islands shall not extend closer than three feet from the aisle end of the adjacent parking space(s).

44.17 Landscape islands shall be designed with a six-inch curb and a minimum one-foot paved area where abutting the side of parking stalls. Paved areas of landscape islands shall not be counted toward fulfilling landscape requirements.

44.18 All landscape islands, which are located at the front of head-in parking spaces, shall be designed with a minimum two-and-a-half foot area free from vegetation where the front of a vehicle may overhang the island. The overhang area shall be surfaced with non-living landscape material such as gravel or rock. Two and a half feet of the overhang area may be counted as part of the overall parking space length.

44.19 Landscaping along the western and northern property lines shall be defined by use of a six-inch concrete curb or a block wall or six-inch concrete mowing strip or a combination thereof.

44.20 Parking areas located adjacent to Avenue R shall contain a low-profile wall, berm, or lowered parking area, at least three feet in height, designed to screen vehicles from the adjacent street.

44.21 Landscaping located within the vehicle sight distance triangle shall be designed and maintained in a manner that does not block the view at driveways and adjacent intersections. Landscaping shall not exceed three feet in height within the sight distance triangle.

44.22 On-site landscaping should not provide hiding places. Limit surrounding landscaping to low-growth plants no higher than two feet.

44.23 Trees that will not block area surveillance or light distribution shall be utilized. Tree canopies shall be no lower than six feet.

44.24 Landscaping located beneath a window shall be no taller than the windowsill and maintained at this standard. Barrier plants shall be used below and to the sides of windows when feasible.

45 Slope erosion control and street trees shall be installed to the satisfaction of the City Engineer. (E)

Project Grading/Wall/Fences Requirements

46 The applicant shall submit a current Title Report for the subject property, dated within six months of the date for civil plan submittal. This submittal shall include a declaration of all easements of record and copies of all easements/declaration instruments referenced within the report. (E)

47 Grading and Wall plans shall be submitted for review and approval to the Engineering Division through the Accela Citizen Access Portal. Approval by both the City Engineer and Planning Manager shall be obtained prior to the issuance of a Grading Permit. Final grading and wall concepts shall be in substantial conformance with those shown on the approved site plan, conceptual grading plan, and in accordance with the following: (P)(E)(B&S)

47.1 *Northerly Boundary - The applicant shall provide a six-foot-high decorative wall constructed of concrete masonry wall as described in mitigation measure N-1.

47.2 Westerly Boundary - The applicant shall provide a six-foot-high decorative wall constructed of concrete masonry wall.

47.3 If a wall is not proposed, where commercial or industrial property share a property line with a commercially or industrially designated property, a minimum of a six-inch wide concrete mow strip shall be provided.

47.4 All corner lots shall contain a decorative masonry block wall on the street side of the lot.

47.5 All interior property line walls, if proposed, shall be constructed of masonry, wrought iron, durable vinyl, or other similar durable materials as approved by the Planning Manager.

47.6 Proposed retaining walls or engineered free standing walls shall be submitted to Building and Safety Division for review and approval. Said wall types shall require a building permit prior to construction.

48 In all cases where a required wall is to be located adjacent to the top of a 2:1 or greater slope the wall shall be set back a minimum two and a half feet from the crest of that slope on the level side. All slope and wall configurations shall meet the setback requirements of the City Building Code. (P)(E)(B&S)

49 The exterior face and footings of all project perimeter walls shall be located no more than two inches from the property line on the subject property except where appropriate off-site easements have been obtained. (P)(E)

50 Double boundary walls between developments are prohibited except as approved by the Planning Manager and City Engineer. (P)(E)

51 The final grading plan shall indicate that all rear and interior side yard slopes are up slopes to property lines as indicated on the tentative map. (P)(E)

52 The applicant shall incorporate into the project design all existing easements within the project boundaries or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the Planning Manager, City Engineer, or the Review Authority. (P)(E)

52.1 The applicant shall vacate the existing sewer easement as part of the review of the final Parcel Map.

53 All manufactured slopes on or adjacent to project boundaries shall meet the setback requirements of the current City Building Code. A recorded off-site Slope Acceptance Letter from all affected property owners shall be submitted to the City Engineer prior to approval of grading plans for any off-site slope not meeting these requirements. In addition, all slopes are required to meet City Standards with respect to erosion control. (E)

54 The applicant shall submit a temporary erosion control and sedimentation plan for approval by the City Engineer prior to grading plan approval and grading permit issuance when grading activity will occur between October 1st and April 15th. Said erosion control plan shall provide appropriate dust control measures per City and Antelope Valley Air Quality Management District (AVAQMD) Standards to minimize nuisance from dust at all times. (E)

54.1 The applicant shall submit a dust control plan to AVAQMD for review and shall obtain clearance from said agency prior to issuance of a City grading permit. The applicant shall provide proof of compliance with all AVAQMD requirements and applicable fees.

55 From the beginning of the first ground disturbing activity until the use has been released for occupancy, the following are required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (October 15 - April 15); and 2) provide

appropriate dust control measures, per City and AVAQMD Standards, to minimize nuisance from dust at all times. (E)(B&S)

56 This project shall be designed and constructed in accordance with the stormwater pollution control requirements of the Lahontan Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Lahontan Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements. The applicant shall submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the City Engineer. (E)

57 A drainage acceptance letter from each affected property owner shall be submitted to the City Engineer when the pre-developed storm runoff onto any adjacent property is increased, concentrated, diverted, or changed in any form as required by State law. (E)

58 A final hydrology study and hydraulics report shall be prepared for this project and approved by the City Engineer. The hydrology study and hydraulics report shall address on-site and off-site conditions and impacts based on the City of Palmdale adopted Storm Water Management Policy. (E)

59 Based on the findings of the final hydrology and hydraulics report, the applicant shall be responsible, at their own expense, for any and all improvements imposed on the project by the Engineering Division to the satisfaction of the City Engineer. (E)

60 All nuisance water generated from this development shall be mitigated on-site in accordance with City's Design Standards requirements. (E)

61 An on-site–storm drainage basin or underground storage chamber shall be required for this development. Regular maintenance shall be the responsibility of the applicant or their City approved designee. (E)

62 This development shall be designed in accordance with the City's Floodplain Management Ordinance, Master Plan of Drainage, and related criteria within the Engineering Design Standards. (E)

62.1 All drainage facilities shall be designed to be compatible with Master Plan of Drainage facilities. Applicant shall provide system piping to allow for the future elimination of the drainage basin.

62.2 Reimbursement for drainage facilities shall only be considered for the applicant's dedication and construction of those facilities depicted on the City's Master Plan of Drainage in accordance with Section 66486 of the Government Code.

63 Filtration devices shall be required for this project to remove pollutants from stormwater and on-site nuisance water in accordance with the approved drainage plan. No nuisance water generated from this development shall be allowed outside the boundaries of this development unless authorized by the City Engineer. Appropriate measures shall be taken to protect dry wells and basins from silt during grading operations and any off-site flow from undeveloped areas designed to flow through subdivision. (E)

64 The applicant shall submit geotechnical reports, prepared in accordance with the City's Engineering Design Standards, to the City Engineer for review and approval prior to the approval of a grading permit. (E)

65 The applicant shall enter into a Subdivision and Development Improvement Agreement and post securities for grading operations with the City and pay all applicable fees. Grading activities extending beyond phase boundaries shall require approval of the City Engineer and Planning Manager. Such grading activity shall be reflected in the Subdivision and Development Improvement Agreement of the phase which requests such grading. (E)

66 Grading shall be designated "Engineering Grading" per City Building Code and shall be done in accordance with an approved grading plan. All grading work shall be performed in one continuous operation, or in phases as approved by the Planning Manager and the City Engineer. (E)

67 A sanitary sewer-area study for this project shall be prepared and submitted to the City Engineer for review and approval. A public sanitary sewer system is to be dedicated to the City with private laterals to each building. The system shall be designed and installed as the only method of sewage disposal for this subdivision. Coordination and clearance must be obtained from Los Angeles County Sanitation District prior to the issuance of a sewer permit. (E)

68 The applicant shall obtain sufficient off-site sewer easements and design and construct an off-site outfall sewer with supplemental size, capacity, and length as required by the City Engineer. The City Engineer shall have the right to withhold approval of any affected improvement plans for failure to satisfy this condition. (E)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH RECORDATION OF THE FINAL MAP:

69 The applicant shall provide written evidence to the Planning and Engineering Divisions that approval has been obtained from the Los Angeles County Fire Department. (F)(P)(E)

70 The applicant shall provide standard street improvements for Crosstown roadway classification streets, along the north half of East Avenue R across the project frontage. The design shall be based on a 107-foot right-of-way on an acceptable centerline profile extending a minimum of 300 feet beyond the project where applicable. Improvements listed below shall be constructed and operational prior to occupancy release. These improvements shall consist of: (E)

70.1 Curb and gutter,

70.2 Sidewalk (width = eight feet),

70.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

70.4 Traffic control signs and devices as required by the City Engineer,

70.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

70.6 Wheelchair ramp(s) at all walk returns,

70.7 Roadway drainage device(s),

70.8 Streetlights,

70.9 Dedicate an additional seven feet of right-of-way for future roadway improvements,

70.10 Dedicate sufficient right-of-way for corner cut-off in accordance with the City's Engineering Design Standards,

70.11 Dedicate the right to restrict vehicular access along East Avenue R to the City of Palmdale,

70.12 Dedicate and construct a four-foot-wide minimum Americans with Disabilities Act (ADA) by-pass at all proposed driveway approaches, and,

70.13 Provide a minimum four-foot sidewalk clearance around any object.

71 The applicant shall provide standard street improvements for Crosstown roadway classification streets along the west half of 25th Street East across the project frontage. The design shall be based on a 102-foot right-of-way on an acceptable centerline profile extending a minimum of 300 feet beyond the project where applicable. Improvements listed below shall be constructed and operational prior to occupancy release. These improvements shall consist of: (E)

71.1 Curb and gutter,

71.2 Sidewalk (width = eight feet),

71.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

71.4 Traffic control signs and devices as required by the City Engineer,

71.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

71.6 Wheelchair ramp(s) at all walk returns,

71.7 Roadway drainage device(s),

71.8 Streetlights,

71.9 Raised median,

71.10 Dedicate an additional two feet of right-of-way for future roadway improvements,

71.11 Dedicate sufficient right-of-way for corner cut-off in accordance with City's Engineering Design Standards,

71.12 Dedicate the right to restrict vehicular access along 25th Street East to the City,

71.13 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches, and,

71.14 Provide a minimum four-foot sidewalk clearance around any object.

72 The applicant shall enter into a Subdivision Improvement Agreement and post securities with the City and pay all applicable fees at the time of subdivision approval for those improvements necessary to support this subdivision, as

determined by the City Engineer. If any transfer of ownership/title of land within this proposed subdivision takes place prior to the release of all agreements and securities, the new applicant shall be required to enter into a separate Subdivision Improvement Agreement with the City and pay all applicable fees. Agreement and securities with the prior applicant will be released after the agreement and securities with the new applicant take effect. (E)

73 The applicant shall submit full sized copies of the final recorded map in the form of one set of mylar and three sets of blueline to the City Engineer and shall also submit an 8-1/2 by 11-inch mylar copy of the final map to the Planning Manager and City Engineer. The applicant shall provide a computerized .dwg format of the final recorded tract map which is compatible with the City's Geographic Information Systems (GIS) to the City Engineer. The final map shall be projected in NAD 83 State Plane Zone (five feet). (E)

74 Access rights shall be granted to the City for the purpose of allowing access over private drives within the development for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording this access shall be prepared by the applicant for review and approval by the City Engineer. (E)

75 Will Serve letters will be required before the map is submitted to City Council for approval. The following is a list of the minimum Will Serve letters required: (E)

75.1 Water District

75.2 Southern California Edison

75.3 Southern California Gas Company

75.4 Cable TV

75.5 Los Angeles County Sanitation District

75.6 School District

75.7 Telephone Company

76 A preliminary title report and subdivision guarantee is needed showing all fee interest holders, all interest holders whose interest could ripen into a fee, all trust deeds, together with the names of the trustee and all easement holders. The account for this title report shall remain open until the final tract map is filed with the County Recorder. No easements shall be granted and recorded until after the final map is recorded unless approved by the City Engineer and subordinated to

any City easements by a certification upon the title sheet of the final map prior to the grant. (E)

77 The applicant shall record a reciprocal access, parking, maintenance, sewer, and drainage agreement. A copy of said agreement shall be submitted to the Planning Manager, City Engineer, and City Attorney for review and approval prior to recordation. The applicant shall be responsible for all attorney costs associated with this review. (P)(E)

78 In cases where the applicant indicates that multiple final maps will be filed, a Phasing Plan shall be submitted for review and approval by the Planning Manager and City Engineer. Pursuant to Government Code 66456.1, multiple final maps (phasing of tentative map) shall not be authorized for this tentative map until such time as the City of Palmdale has had the opportunity to evaluate the phasing and impose reasonable conditions related to the phasing. (E)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH ISSUANCE OF BUILDING PERMITS:

79 The applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and local agencies, including, but not limited to, the following: (P)(E)(F)(B&S)

Antelope Valley Air Quality Management District
Antelope Valley Union High School District
Los Angeles County Consolidated Fire District
Los Angeles County Department of Health Services
Los Angeles County Sanitation District
Palmdale School District
Palmdale Water District
Regional Water Resources Control Board

The duty of inquiry as to such requirements shall be upon the applicant. Receipt and proof of payment shall be provided to the Building and Safety Division prior to issuance of any building permits.

80 A striping and signing plan, subject to the approval of the City Engineer, shall be provided prior to the approval of the street improvement plans. (TE)

81 The applicant shall comply with all applicable development regulations and requirements prior to the issuance of any building permits on the subject property. (P)(E)(B&S)

82 The project shall comply with all requirements of PMC Chapter 13.05 (Sewer Collection Service Charges). (E)

83 Water mains shall be designed to meet or exceed the total flow requirements determined from domestic flow and fire flow for this development. Required domestic flow shall be calculated by the applicant's engineer. Fire flow shall be determined by the Los Angeles County Fire Department. (E)

84 The plans and specifications for the water delivery system shall be submitted for approval to the responsible water purveyor prior to final approval of this development by the City Engineer. In all cases where water system facilities have not been installed prior to filing this development with the City Engineer for final approval, the applicant shall submit a Labor and Materials bond in addition to one of the following: (E)

84.1 An Agreement and Faithful Performance bond in the amount approved by the City Engineer to be sufficient to guarantee installation of the improvements; or

84.2 An Agreement and evidence satisfactory to the City Engineer showing that the applicant has entered into a contract with the serving water utility for establishing a security guaranteeing payment for the installation of the improvements.

85 Street lighting plans shall be reviewed and approved separately of the approval of the street improvement plans. Street lighting plans and electrical plans shall be submitted to the City Engineer for review and approval and to Southern California Edison (SCE) for reference. Electrical plans shall be prepared by a Registered California Electrical Engineer. (E)

86 The applicant shall petition the City to form a Streetlight Benefit Assessment District for the ownership and maintenance of streetlights and appurtenant facilities. Such annexation shall be formed concurrently with, or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the annexation to the Streetlight Benefit Assessment District, the applicant shall propose an alternative maintenance entity and shall be responsible for the maintenance of the streetlights and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the annexation of an alternative maintenance entity shall be paid by the applicant. (E)

87 Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, gas, telephone, storm drains, detention basins, and landscaping. (E)

88 All sanitary sewer mains to be dedicated to the City are required to submit as-built plans and have TV video inspection prior to final acceptance for maintenance. (E)

89 At completion of rough grading, the applicant shall submit appropriate reports and statements (Certifications) to the City Engineer for review and approval prior to the release of rough grading. The City of Palmdale Building Code requires these reports from the field or supervising grading engineer, the soils engineer, the geologist, and the grading contractor. (E)(B&S)

90 The applicant shall obtain addresses established by the City Engineer and pay applicable processing fees for all lots of residential subdivisions. Commercial subdivisions are addressed by the Building and Safety Division upon application for a building permit. (E)(B&S)

Impact Fees

91 This development is located within the Pearland Natural Drainage Area/Basin as defined by the City's Master Drainage Plan and approved by Resolution 89-75. The applicant shall comply with the provisions of PMC Chapter 3.38 (Drainage Fee Requirements). The applicant shall pay the applicable drainage fees to the Engineering Division in the amount that is in effect at the time such fees are to be collected. Payment of drainage fees for all areas within the map boundaries which are disturbed by grading are due upon submittal of rough grade certification, prior to building permit issuance. (E)

THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:

92 Adequate sanitary disposal facilities shall be required on-site during all phases of construction. (E)(B&S)

93 Grading shall be done in accordance with a grading plan prepared by the applicant's Registered Civil Engineer. All grading work shall be performed in one continuous operation or in phases as approved by the Planning Manager and the City Engineer. (P)(E)

94 If this tentative map is to be phased, the applicant shall have all basin(s) and any temporary grading or structures necessary to convey runoff to basin(s) in an operable condition prior to completion of rough grading of proposed streets for the first phase. (E)

95 All existing utilities interfering with the new construction shall be relocated at the developer's expense. (E)

96 Signing and striping shall be provided for all roadway improvements. (TE)

97 The applicant shall comply with all City and State guidelines and requirements for traffic control during construction and prior to final project acceptance. (TE)

98 *Should unanticipated or inadvertent surface and/or subsurface prehistoric or historic archaeological resources, built environment, and/or tribal cultural resources appear to be encountered during construction or maintenance activity associated with this project, then all work must halt within a 60-foot radius of the discovery until a qualified professional can evaluate the discovery. If the finds are archaeological or historic in nature, then an archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and/or historic archaeology have evaluated the significance of the find. This archaeologist shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following shall apply depending on the nature of the find: (P)(E)

If the professional archaeologist determines that the find does not represent a cultural resource, then work may resume immediately, and no agency notifications are required.

If the professional archaeologist determines that the find does represent a cultural resource from any time or cultural affiliation then, depending on the nature of the discovery, appropriate treatment measures shall be developed.

If the find represents a Native American or potentially Native American resource that does not include human remains, which may or may not include a Tribal Cultural Resource, then the archaeologist shall consult with appropriate Tribe[s] on whether or not the resource represents either a Tribal Cultural Resource or a Historical Resource, or both, and, if so, consult on appropriate treatment measures. Preservation in place is the preferred treatment, if feasible. Work cannot resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Tribal Cultural Resource or Historical Resource; or 2) that the treatment measures for the Tribal Cultural Resource or Historical Resource have been completed.

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO OCCUPANCY OF THIS PROJECT:

99 All public improvements shall be completed and accepted by the City. (E)

100 At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the City Engineer prior to release of final grading. The City requires that these be submitted by the field or supervising grading engineer and/or the landscape architect. (E)

101 Any broken, damaged, or non-compliant curb, gutter, sidewalk, and pavement on streets within or along the frontage of the development shall be repaired. Any existing driveways that are not to be used shall be replaced with standard curb, gutter, and sidewalk. (E)

102 The applicant shall improve any private street(s) or access drives for this project according to the plans approved by the City Engineer. (E)

103 The project shall be constructed in accordance with all the approved plans, including but not limited to site plans, grading plans, wall plans, landscape/irrigation plans, lighting plans, and elevations. (P)(E)

104 An industrial waste permit from the City Public Works Department shall be required for this project sewer discharge. (E)

105 The applicant shall comply with the provisions of Chapter 3.40 (Traffic Impact Fee Ordinance) of the PMC. The applicant shall pay the applicable traffic impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected pursuant to the provisions of Chapter 3.40 of the PMC. (TE)

106 If deemed necessary by AVTA and the City, the applicant shall coordinate with the City and the AVTA to install a bus bench and shelter on the project frontage. The design shall be subject to the approval of the City Engineer and the AVTA. (TE)

THE FOLLOWING CONDITIONS SHALL BE MET AS AN ON-GOING ELEMENT OF THE PROJECT:

107 All parking facilities shall be maintained in good condition in accordance with the provisions of PMC Chapter 17.87 (Off-Street Parking and Loading). The maintenance thereof may include, but shall not be limited to, the repaving, oiling, and striping of a parking area and the repair, restoration, and/or replacement of any parking area design features when deemed necessary by the Planning Manager to ensure the health, safety, and welfare of the general public. (P)(E)

108 All owners, future owners, heirs, or assigns of the property shall be required to maintain all private drainage facilities in good working condition, as determined by the City Engineer, and shall be responsible for any damages associated with the private drainage facilities and for any costs incurred by the City for emergency maintenance, repairs, and any other efforts to keep the private drainage facilities in good working condition and/or to ensure the health, safety, and welfare of the general public. The developer shall record a covenant upon the property regarding said maintenance. (E)

109 The applicant shall fully cooperate with any adjacent property development to provide improved site access in the future, including but not limited to the closure, removal, sharing, or relocation of project parking, landscaping, driveways, and drive-aisles. (TE)

110 Private streets and parking lots often attempt to install speed bumps or humps to control speed on their site. Palmdale Municipal Code 10.04.100 prohibits the installation of such devices. If any of these devices are installed while this ordinance is in effect, the owner will be required to remove these devices at their own expense. (TE)

111 Alarm buttons or other activation devices shall be placed at the check stand, in the administration office, and in any other locations deemed appropriate by management. (PS)

112 Storage rooms, including food, pantry, roof access doors, maintenance, mechanical, electrical, and other room doors that contain property susceptible to theft, shall be covered by a silent intrusion alarm system. (PS)

113 Any office or room where funds are counted should have a solid core door with a minimum thickness of 1¾" and should be secured by a deadbolt lock with a minimum throw of one inch. The door should also include a one-way vision panel with burglary-resistant glazing to provide visual surveillance of the store's interior. (PS)

114 Outside hinges on all exterior doors shall be installed with non-removable pins when pin-type hinges are used or shall be installed with hinge studs to prevent door removal. (PS)

115 Any delivery and/or receiving door(s) shall have a peephole/vision panel and a delivery notification system. (PS)

116 A security height marker shall be installed on all public entrances/exits. (PS)

117 Temporary window signage is permitted but shall not exceed more than 25 percent coverage of the window area to maintain visibility into the building as stated in PMC 17.88.070. (PS)

118 Signage shall be posted on the property to discourage loitering and alcohol consumption in front of the establishment and in the parking lot. Letters shall be a minimum of two inches high. (PS)

119 Establishment shall post signage with the following wording: (PS)

NO LOITERING – P.M.C. 9.44.050 and P.C 602.1

NO DRINKING IN PUBLIC – P.M.C. 9.12.020

Customer Parking Only
Violating Vehicles will be towed away at the vehicle owner's expense.
Ord. 3-2.10 or 10.04.010 Sec. 15.64.270 CVC 22658-A

120 Signs shall be no less than 17 by 22 inches with lettering not less than two inches in height and contain the phone number (661) 272-2400 for the Palmdale Sheriff's Station. (PS)

Key to Departmental Conditions:

(B&S) Building and Safety Division (661-267-5353)
(E) Engineering Division (661-267-5272)
(F) Los Angeles County Fire Department (661-949-6319)
(Pk) Parks and Recreation Department (661-267-5611)
(P) Planning Division (661-267-5200)
(PA) Public Art (661-267-5686)
(PS) Public Safety Division (661-267-5170)
(SCE) Southern California Edison (661-726-5617)
(TE) Traffic Engineering (661-267-5300)
(*) Mitigation Measure

This Final Initial Study includes document revisions that are in response to correspondence received from Tribes during AB52 consultation and comments received on the circulated Initial Study with comment period ending November 14, 2024. Deleted text is shown as strike out text and added text is shown as underlined. Revisions are in Sections 1, 3.4, and 3.18.

General Plan Amendment No. 23-0003, Zone Change No. 23-0003, Tentative Parcel Map No. 84001, Conditional Use Permit No. 22-006, and Site Plan Review No. 22-007

Prepared for:

City of Palmdale
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~~October~~ December 2024

DISTRIBUTION LIST

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Michael Ramirez

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City Engineer, Bill Padilla (PDF copy)
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City Website
Director of Parks and Recreation
Director of Public Works
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Los Angeles County Metropolitan Transportation Authority

Los Angeles County Regional Planning
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Palmdale School District

UTILITIES/SERVICES

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Antelope Valley United Water Purveyors, Inc.
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AT&T Long Distance (email only)
El Dorado Mutual Water Company
Littlerock Creek Irrigation District
Palmdale Water District
Palm Ranch Irrigation District
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Southern California Gas

OTHER

Antelope Valley Air Quality Management District
Antelope Valley Archaeological Society
Palmdale Chamber of Commerce
South Central Coastal Information Center
Southern California Association of Governments
Sun Village Town Council

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SECTION 1.0 INTRODUCTION

CEQA requires the preparation of an Initial Study when a Project must obtain discretionary approval from a governmental agency and is not exempt from CEQA. The purpose of the Initial Study is to determine whether or not a Project, not except from CEQA, qualifies for a Negative Declaration (ND) or whether or not an Environmental Impact Report (EIR) must be prepared.

Section 1.0 of this Initial Study (IS) describes the purpose, environmental authorization, the intended uses of the IS, documents incorporated by reference, and the processes and procedures governing the preparation of the environmental document. Pursuant to Section 15367 of the State of California *Guidelines for Implementation of the California Environmental Quality Act* (CEQA Guidelines), the City of Palmdale (City) is the Lead Agency under the California Environmental Quality Act (CEQA). The City has primary responsibility for compliance with CEQA and consideration of the proposed project.

1. Project Title: General Plan Amendment No. 23-0003, Zone Change No. 23-0003, Tentative Parcel Map No. 8400, Conditional Use Permit No. 22-006, and Site Plan Review No. 22-007

2. Lead Agency Name: City of Palmdale
Economic and Community Development Department
Planning Division
38250 Sierra Highway
Palmdale, CA 93550

3. Contact Person: Brenda Magaña, Planning Manager
Economic and Community Development Department
Planning Division
38250 Sierra Highway
Palmdale, CA 93550

Phone Number: 661-267-5200

4. Project Location: Northwest corner of 25th Street E and East Avenue R

5. Project Applicant's Name and Address: Beyond Food Mart
Michael Ramirez
4300 Edison Avenue
Chino, CA 91710

6. Existing Land Use/Zoning/General Plan: The Project Site is within the Mixed Use 2 land use designation and is zoned Mixed Use 2. The property is currently vacant and undeveloped.

7. Assessor Parcel Number: 3018-028-023, -052, -053, -054

8. General Plan Designation: Mixed Use 2 (MU 2)

9. Zoning Designation: Mixed Use 2 (MU 2)

10. Description of Project:

Beyond Food Mart, Inc. (Applicant) is requesting the approval of a General Plan Amendment (GPA) and Zone Change (ZC), Tentative Parcel Map (TPM), a Conditional Use Permit (CUP) and Site Plan Review (SPR) to construct and operate a ten-island fueling station, a 7,258-square-foot grocery store, and a 2,127-square-foot drive-through carwash (see Figure 1 – Site Plan). The Project Site consists of four parcels totaling approximately 5.6 acres and is located on the northwest corner of the intersection of 25th Street East and East Avenue R (see Figures 2 and 3 for Regional Location and Site Vicinity). The TPM would subdivide the Project Site into two parcels. Development of the Proposed Project would occur only on the approximately 110,657-square foot eastern parcel, shown as Parcel 2. Future development of Parcel 1 is not analyzed in this document and would require a separate application and CEQA analysis.

Access to the Proposed Project will be provided by two 40-foot driveways, one along 25th Street East and the other along East Avenue R. Uses proposed for the Project Site include a passenger car gasoline fueling station to be composed of eight fueling islands to include 16 fueling positions (dispensers) on the southerly portion of the site. The gasoline fueling station includes two underground storage tanks (USTs). The gasoline fueling islands would be located under a 4,211 square-foot canopy which is proposed at a height of 19 feet, six inches. There will be another canopy adjacent to the gasoline fueling station for two islands with four hydrogen pumps. The hydrogen storage tank would be located north of the canopy.

The Proposed Project would include a total of 40 passenger car parking spaces (including two handicap accessible spaces) for the fueling station, carwash, and grocery store. Two additional spaces will be provided for electric vehicles (EV). The proposed grocery store and fueling station are anticipated to operate 24 hours a day and seven days a week. The car wash use shall operate daily between the hours of 7:00 AM to 9:00 PM. The Proposed Project will include 12 full-time employees.

The Project Site is within the Mixed Use 2 (MU 2) land use designation and is zoned Mixed Use 2 (MU 2). The Proposed Project requires approval of a General Plan Amendment and Zone Change to Neighborhood Commercial (NC) to allow for the Proposed Project with subsequent approval of a CUP and SPR.

Project Site

The Project Site consists of APNs: 3018-028-023, -052, -053; and -054 and is located on the northwest corner of 25th Street East and East Avenue R in the City of Palmdale. The Project Site is within the Mixed Use 2 (MU 2) land use designation and zone.

11. Surrounding Land Uses and Setting:

The property is within a primarily residential and commercial area of the City, and adjacent to Palmdale High School. The existing use, General Plan Land Use designation and Zone of adjacent properties are shown in the table below.

Location	Existing Use	Land Use Designation	Zoning
Site	Vacant	Mixed Use 2	MU 2
North	Apartment Complex	Residential Neighborhood 2	RN 2
South	E Avenue R; Single-family residences; Church	Residential Neighborhood 2	RN 2
East	25th Street E; Single-family residences	Single Family Residential 3	SFR 3
West	School	Public Facility-School	Public Facility - School (PF-S)

12. Other agencies whose approval is required (e.g., permits, finance approval, or participation agreement):

Antelope Valley Air Quality Management District

Los Angeles County Fire Department

Los Angeles County Waterworks District

13. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

On July 23, 2024, the City provided notification to the following tribes in accordance with AB52 and SB 18: the Gabrieleno Band of Mission Indians – Kizh Nation, Fernandeno Tataviam Band of Mission Indians (FTBMI), San Fernando Band of Mission Indians, Gabrieleno/Tongva San Gabriel Band of Mission Indians, and Yuhaaviatam of San Manuel Nation (YSMN).

In an email dated September 6, 2024, the Cultural Resources Management Division of the FTBMI requested Mitigation Measures TCR-1 to TCR-3 be implemented.

In an email dated August 7, 2024, the YSMN requested Mitigation Measures TCR-4 to TCR-8 be added.

Pursuant to PRC 21080.3.1(d), each tribal government or representative was given 30 days upon receipt of the AB 52 notification letter to provide a request for consultation on the Project. One of the 5 tribal representatives responded to the initial notification letter. Tribal consultation concluded on September 13, 2024. No additional responses or requests were received. The City of Palmdale, as lead agency, has fulfilled its obligations under AB 52 to engage in tribal consultation with all other tribal governments.

1.1 EVALUATION FORMAT

This Initial Study is prepared in compliance with the California Environmental Quality Act (CEQA) Guidelines. This format of the study is presented as follows. The project is evaluated based upon its effect on twenty (20) major categories of environmental factors. Each factor is reviewed by responding to a series of questions regarding the impact of the project on each element of the overall factor. The Initial Study Checklist provides a formatted analysis that provides a determination of the effect of the project on the factor and its elements. The effect of the project is categorized into one of the following four categories of possible determinations:

Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact

Substantiation is then provided to justify each determination. One of the four following conclusions is then provided as a summary of the analysis for each of the major environmental factors.

1. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.
2. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.
3. Possible significant adverse impacts have been identified or anticipated and the following mitigation measures are required as a condition of project approval to reduce these impacts to a level below significant. The required mitigation measures are: (List mitigation measures)
4. Significant adverse impacts have been identified or anticipated. An Environmental Impact Report (EIR) is required to evaluate these impacts, which are: (List the impacts requiring analysis within the EIR).

At the end of the analysis the required mitigation measures are restated and categorized as being either self- monitoring or as requiring a Mitigation Monitoring and Reporting Program.

1.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would potentially be affected by this project, involving at least one impact that is a "Potentially Significant Impact," as indicated by the checklists on the following pages. For each of the potentially affected factors, mitigation measures are recommended that would reduce the impacts to less than significant levels.

☐ *Aesthetics*	☐ *Agriculture and Forestry Resources*	☐ *Air Quality*
☒ *Biological Resources*	☒ *Cultural Resources*	☐ *Energy*
☒ *Geology /Soils*	☐ *Greenhouse Gas Emissions*	☐ *Hazards & Hazardous Materials*
☐ *Hydrology /Water Quality*	☐ *Land Use / Planning*	☐ *Mineral Resources*
☒ *Noise*	☐ *Population / Housing*	☐ *Public Services*
☐ *Recreation*	☐ *Transportation*	☒ *Tribal Cultural Resources*
☐ *Utilities /Service Systems*	☐ *Wildfire*	☒ *Mandatory Findings of Significance*

1.3 ENVIRONMENTAL DETERMINATION

On the basis of this Initial Study, the City of Palmdale Environmental Review Committee finds:

☐ I find that the Proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the Proposed Project would have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the Proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the Proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect: 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the Proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Proposed Project, nothing further is required.

Signature	Date
Name	Title

1.4 EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take account of the whole action involved, including offsite as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if substantial evidence exists that an effect may be significant. If one or more "Potentially Significant Impact" entries are marked when the determination is made, an EIR is required.

4. "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

    a. Earlier Analysis Used. Identify and state where they are available for review.

    b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

    c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. The explanation of each issue should identify:

    a. the significance criteria or threshold, if any, used to evaluate each question; and the mitigation measure identified, if any, to reduce the impact to less than significant. *Note: Instructions may be omitted from final document.

SECTION 2.0 – PROJECT DESCRIPTION

2.1 PURPOSE OF THIS DOCUMENT

The City formally initiated the environmental process for the project with the preparation of this Initial Study (IS). The IS screens out those impacts that would be less than significant and do not warrant mitigation, while identifying those issues that require further mitigation to reduce impacts to a less than significant level. As identified in the following analyses, project impacts related to various environmental issues either do not occur, are less than significant (when measured against established significance thresholds) or have been rendered less than significant through implementation of mitigation measures. Based on these analytical conclusions, this IS supports adoption of a Mitigated Negative Declaration (MND) for the proposed project. This Initial Study has been prepared in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines.

CEQA permits the incorporation by reference of all or portions of other documents that are generally available to the public. The IS has been prepared utilizing information from City planning and environmental documents, technical studies specifically prepared for the project, and other publicly available data. The documents utilized in the IS are identified in Section 3.0 and are hereby incorporated by reference. These documents are available for review at the City of Palmdale, Economic and Community Development Department.

Pursuant to Section 15367 of the State CEQA Guidelines, the City of Palmdale is the Lead Agency in the preparation of this Initial Study. The City has primary responsibility for approval or denial of this project. The intended use of this Initial Study is to provide adequate environmental analysis related to project construction and operation activities of the Proposed Project.

2.2 PROJECT LOCATION

The Project Site consists of four parcels totaling approximately 5.6 acres and is located east of State Route 14 and south of Palmdale Boulevard. It is located on the northwest corner of East Avenue R and 25th Street East. The property is within a primarily residential and commercial area of the City, and adjacent to Palmdale High School.

2.3 PROJECT DESCRIPTION

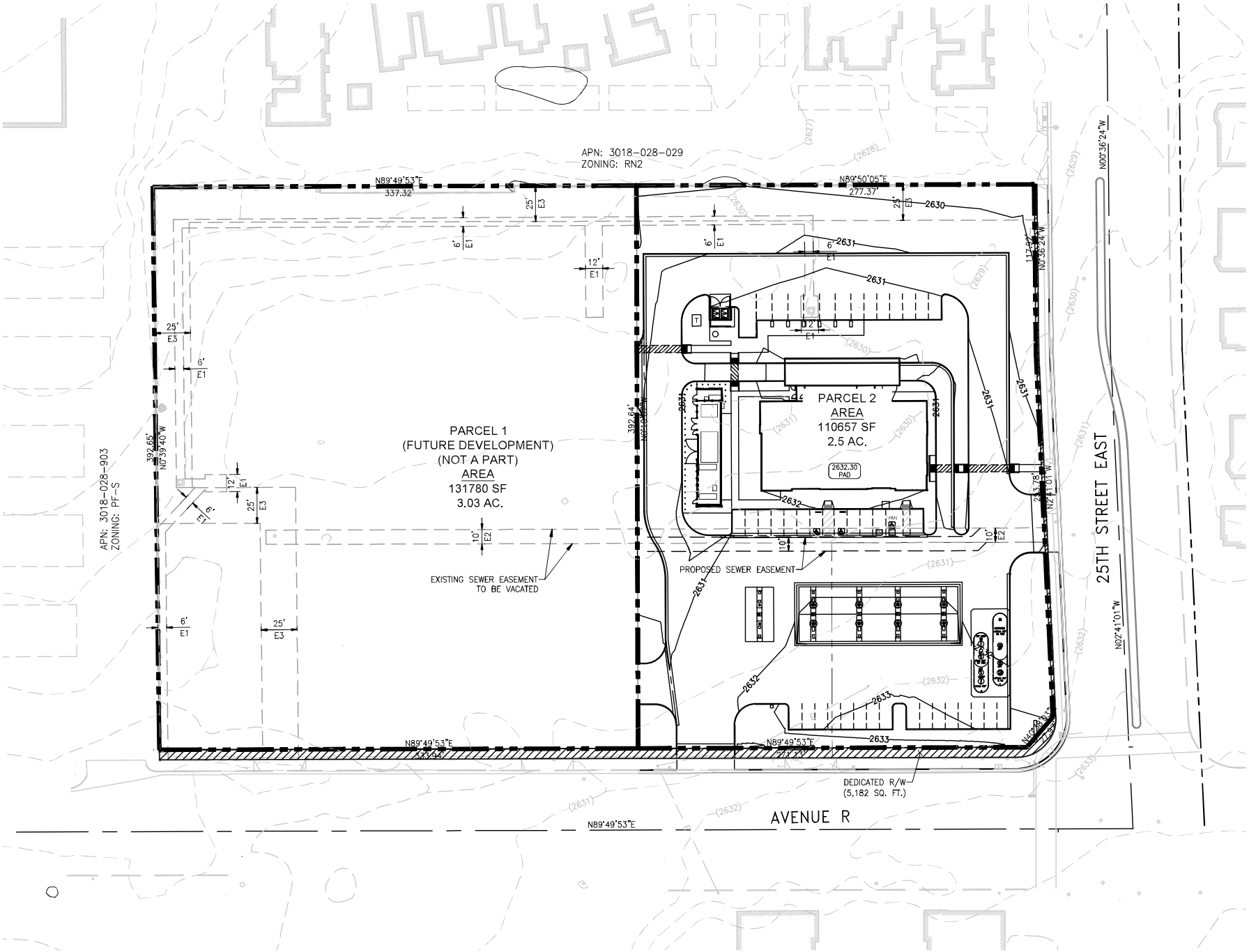
Beyond Food Mart, Inc. (Applicant) is requesting the approval of a General Plan Amendment (GPA) and Zone Change (ZC), Tentative Parcel Map (TPM), Conditional Use Permit (CUP), and Site Plan Review (SPR) to construct and operate a ten-island fueling station, a 7,258-square-foot grocery store, and a 2,127-square-foot drive-through carwash (see Figure 1 – Site Plan). The Project Site consists of four parcels totaling approximately 5.6 acres and is located on the northwest corner of the intersection of 25th Street East and East Avenue R (see Figures 2 and 3 for Regional Location and Site Vicinity). The TPM would subdivide the Project Site into two parcels. Development of the Proposed Project would occur only on the approximately 110,657-square foot eastern parcel, shown as Parcel 2. Future development of Parcel 1 is not analyzed in this document and would require a separate application and CEQA analysis.

Access to the Proposed Project will be provided by two 40-foot driveways, one along 25th Street East and the other along East Avenue R. Uses proposed for the Project Site include a passenger car gasoline fueling station to be composed of eight fueling islands to include 16 fueling positions

(dispensers) on the southerly portion of the site. The gasoline fueling station includes two underground storage tanks (USTs). The gasoline fueling islands would be located under a 4,211 square-foot canopy which is proposed at a height of 19 feet. There will be another canopy adjacent to the gasoline fueling station for two islands with four hydrogen pumps. The hydrogen storage tank would be located north of the canopy.

The Proposed Project would include a total of 40 passenger car parking spaces (including two handicap accessible spaces) for the fueling station, carwash, and grocery store. Two additional spaces will be provided for electric vehicles (EV). The proposed grocery store and fueling station are anticipated to operate 24 hours a day and seven days a week. The car wash use shall operate daily between the hours of 7:00 AM to 9:00 PM. The Proposed Project will include 12 full-time employees.

The Project Site is within the Mixed Use 2 (MU 2) land use designation and zone. The Proposed Project requires approval of a General Plan Amendment and Zone Change to Neighborhood Commercial (NC) to allow for the Proposed Project with subsequent approval of a CUP and SPR.

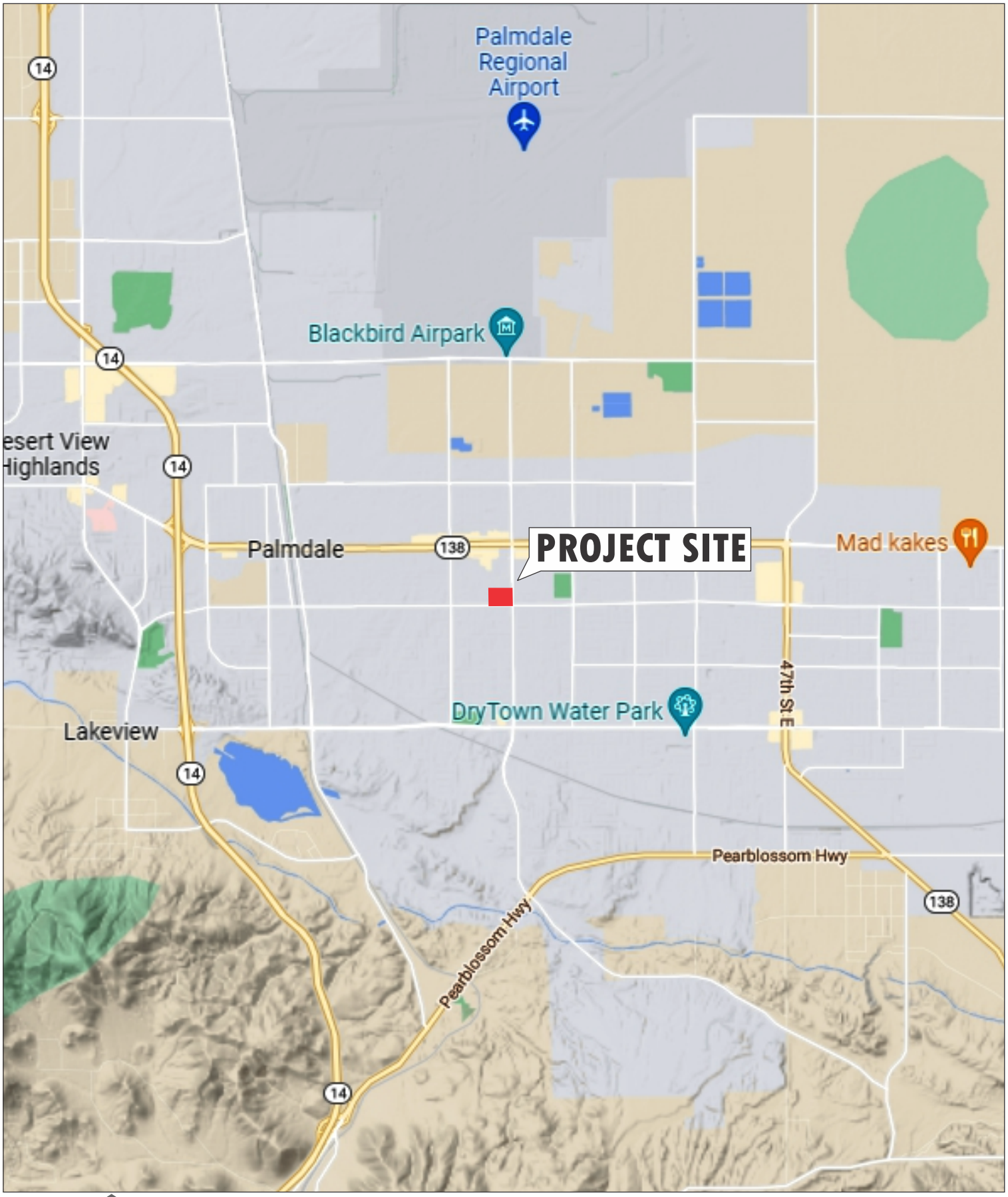


SITE PLAN

Beyond Market & Carwash Development
City of Palmdale, California

FIGURE 1

LILBURN
CORPORATION



0 1 Mile

Source: Lilburn Corp., August, 2022.

LILBURN CORPORATION

REGIONAL LOCATION

Beyond Market & Carwash Development

City of Palmdale, California

FIGURE 2



N

0 150

Feet

Source: Lilburn Corp., August, 2022.

LILBURN
CORPORATION

PROJECT VICINITY

Beyond Market & Carwash Development

City of Palmdale, California

FIGURE 3

SECTION 3.0 – CHECKLIST OF ENVIRONMENTAL ISSUES

3.1 AESTHETICS

1.	AESTHETICS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
(b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
(c)	In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
(d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Impact Analysis

a) Would the project have a substantial adverse effect on a scenic vista?

Less than Significant Impact. Views of the desert and local mountains are the predominant scenic vistas in Palmdale.[1] Desert views are primarily available along the edges of the City, particularly in the undeveloped northern portions. Leona Valley (approximately four miles to the west of the City) is a scenic area. Distant views of the San Gabriel Mountains (approximately 34 miles to the southeast of the City), Sierra Pelona Mountains (approximately 11 miles to the west of the City), and the Tehachapi Mountains (approximately 36 miles to the northwest of the City) exist within the General Plan Planning Area, with views primarily from large areas of unobstructed open space. The Project Site is not in the vicinity of these identified scenic vistas. The Project Site is located in the southern portion of the City within an area mixed with residential uses, commercial uses, and vacant land. The Project Site is currently surrounded by developed land on all sides: a school to the west; an apartment complex to the north; single-family residences and 25th Street to the east; and East Avenue R, a church, and single-family residences to the south.

The Project Site is within the MU 2 land use designation and zone. The Proposed Project requires a zone change to Neighborhood Commercial (NC). The maximum height of any building within the NC zone shall not exceed 35 feet for primary structures and 25 feet for accessory structures within the NC Zone. The carwash building (accessory use) would be 15 feet, eight inches tall. The tallest primary structure is the proposed grocery store, which would be 29 feet tall. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

[1] City of Palmdale. Envision Palmdale 2045. Effective October 22, 2022 and Amended on March 15, 2023.

b) *Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

No Impact. The Project Site is located within the City of Palmdale General Plan Planning area. The City has no designated scenic streets and there are no officially designated scenic highways in the Planning Area.[2] Therefore, the Project Site is not adjacent to or near any scenic highways.[3] The Proposed Project would provide a minimum setback of 20 feet that is fully landscaped along the north, east, and south boundaries. The western boundary of Parcel 2 would have a minimum setback of five feet as it would be adjacent to future development of Parcel 1. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

c) *Would the project in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*

Less than Significant Impact. The Project Site is located in an urbanized area mixed with existing development and vacant land. It is surrounded by a school to the west; an apartment complex to the north; single-family residences and 25th Street to the east; and East Avenue R, a church, and single-family residences to the south. The tallest primary structure is the proposed grocery store, which would be 29 feet tall. Therefore, the proposed uses would be under the maximum allowed building height of 35 feet[4] as specified within the NC zone. The project would utilize building materials that would complement the aesthetics of the existing uses in the project vicinity. Additionally, the project would comply with Section 17.86.010 of the Palmdale Municipal Code, which requires landscaping associated with the project to maximize the aesthetic quality on site. The Proposed Project would include 37,417 SF of landscaping. Therefore, the Proposed Project may change the current aesthetics of the vacant parcel, but would be consistent with applicable zoning and other regulations governing scenic quality. Less than significant adverse impacts are identified or anticipated, and no mitigation measures are required.

d) *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

Less than Significant Impact. Development of the Proposed Project would occur on parcels that are currently vacant and would therefore create a new source of light or glare. The Project Site is located in an area mixed with existing development and vacant land. It is surrounded by a school to the west; an apartment complex to the north; single-family residences and 25th Street to the east; and East Avenue R, a church, and single-family residences to the south. There are streetlights along 25th Street and East Avenue R. Therefore, the general area contains various sources of lighting from existing surrounding development. In accordance with the International Dark-Sky Association recommendations, the color temperature of outdoor

[2] Rincon Consultants, Inc. City of Palmdale 2045 General Plan Update Draft Environmental Impact Report. July 2022.
[3] Rincon Consultants, Inc. City of Palmdale 2045 General Plan Update Draft Environmental Impact Report. July 2022.
[4] https://www.codepublishing.com/CA/Palmdale/html/pdfs/PalmdaleTitle17.pdf

lighting shall not exceed 3,000 Kelvins.[5] Additionally, outdoor lighting shall be designed, located, installed, directed downward or toward structures, fully shielded, and maintained in order to prevent glare, light trespass, and light pollution and away from adjoining properties and public rights-of-way, so that no light fixture directly illuminates an area outside of the Project Site intended to be illuminated. Therefore, the Proposed Project would not generate a significant amount of light and glare when compared to the surrounding area. Less than significant impacts are identified or anticipated, and no mitigation measures are required.

3.2 AGRICULTURE & FORESTRY RESOURCES

2.	**AGRICULTURE & FOREST RESOURCES. (In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland.) In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.) Would the project:**	**Potentially Significant Impact**	**Less than Significant With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
(a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	☐	☐	☐	☒
(b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
(c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
(d)	Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
(e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or the conversion of forest land to non-forest use?	☐	☐	☐	☒

[5] https://www.codepublishing.com/CA/Palmdale/html/pdfs/PalmdaleTitle17.pdf

Impact Analysis

a) *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?*

No impact. The Project Site is identified as "Urban and Built-Up Land" by the Department of Conservation, Division of Land Resource Protection Farmland Mapping and Monitoring Program (2016).[6] No prime farmland, unique farmland, or farmland of statewide importance occur on the Project Site. The Proposed Project would not convert farmland to a non-agricultural use. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

b) *Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?*

No Impact. The Project Site is not under a Williamson Act Contract.[7] Additionally, the Project Site is currently zoned MU 2 and the proposed GPA and ZC will modify the zone to NC. The Proposed Project would not conflict with the existing and proposed zoning for agricultural use. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

c) *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

No Impact. The Project Site has a current zoning of MU 2 and the proposed GPA and ZC will modify the zone to NC. The City of Palmdale does not include areas of forest land, timberland, or timberland zoned Timberland Production.[8] Therefore, the Proposed Project would not conflict with existing zoning for, or cause rezoning of, forest land. No impacts are identified or anticipated, and no mitigation measures are required.

d) *Would the project result in the loss of forest land or conversion of forest land to non-forest use?*

No Impact. The Project Site does not contain forestland, and the project would not result in loss or conversion of forestland. No impacts are identified or anticipated, and no mitigation measures are required.

e) *Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or the conversion of forest land to non-forest use?*

No Impact. The Project Site does not support agricultural or forest land use. Implementation of the Proposed Project would not result in the conversion of farmland to non-agricultural use

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[6] California Department of Conservation. California Important Farmland Finder. Accessed March 23, 2022.

[7] https://planning.lacity.org/eir/HollywoodCenter/Deir/ELDP/(E)%20Initial%20Study/Initial%20Study/Attachment%20B%20References/California%20Department%20of%20Conservation%20Williamson%20Map%202016.pdf

[8] Rincon Consultants, Inc. City of Palmdale 2045 General Plan Update Draft Environmental Impact Report. July 2022.

or conversion of forest land to non-forest use no-site and off-site. Therefore, no impacts are identified or are anticipated, and no mitigation measures are required.

3.3 AIR QUALITY

3.	**AIR QUALITY. (Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.) Would the project:**	**Potentially Significant Impact**	**Less than Significant With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
(a)	Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
(b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
(c)	Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
(d)	Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

Impact Analysis

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact. The City of Palmdale is located within the Mojave Desert Air Basin (MDAB), which includes the desert portions of Los Angeles and San Bernardino Counties, the eastern desert portion of Kern County, and the northeastern desert portion of Riverside County. The air quality is managed by the Antelope Valley Air Quality Management District (AVAQMD). A project is non-conforming if it conflicts with or delays implementation of any applicable attainment or maintenance plan. A project is conforming if it complies with all applicable District rules and regulations, complies with all proposed control measures that are not yet adopted from the applicable plan(s), and is consistent with the growth forecasts in the applicable plan(s) (or is directly included in the applicable plan). The applicable air quality plan for the AVAQMD is the Ozone Attainment Plan. Conformity with growth forecasts can be established by demonstrating that the project is consistent with the land use plan that was used to generate the growth forecast. An example of a non-conforming project would be one that increases the gross number of dwelling units, increases the number of trips, and/or increases the overall vehicle miles traveled in an affected area (relative to the applicable land use plan).

The Project Site is within the Mixed Use 2 land use designation and is zoned Mixed Use 2 (MU 2). The Proposed Project requires approval of a General Plan Amendment and Zone Change to change the existing land use designation and zoning to Neighborhood Commercial (NC). An evaluation of potential air quality impacts related to a potential development type

under the current zoning (e.g. modeled as a civic center with floor-to-area ratio of 1[9]) compared to the proposed zoning (Proposed Project) was prepared. Operational emissions for the Proposed Project and the civic center were estimated using the California Emissions Estimator Model (CalEEMod) version 2022 (see Appendix A and B for CalEEmod outputs). Table 1 and Table 2 illustrate operational emissions associated with the current and proposed zoning.

Table 1
Operational Emissions
(Pounds per Day)

Source	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Civic Center	23.2	12.9	115	0.20	16.4	4.3
Proposed Project[1]	24.1	14.7	132	0.23	19.6	5.11
AVAQMD Threshold	137	137	548	137	82	65

Source: CalEEMod.2022
1) Maximum value from summer and winter emissions.

Table 2
Greenhouse Gas Operational Emissions
(Metric Tons per Year)

Source/Phase	CO_2	CH_4	N_20	R[1]
Civic Center	2,956	6.71	0.14	4.13
Total	**3,171**			
Proposed Project	1,883	0.23	0.13	470
Total	**2,397**			
AVAQMD Threshold	90,719			

Source: CalEEMod.2022
1) Common refrigerant GHGs used in air conditioning and refrigeration equipment.
2) Excludes construction emissions amortization.

As shown in Table 1 and Table 2, operational impacts resulting from the Proposed Project or a civic center allowed under the MU 2 zoning designation would not exceed AVAQMD thresholds for criteria pollutants or greenhouse gas emissions (refer to Section VIII: GHG for additional information). Furthermore, the Proposed Project would not conflict with growth projections as it does not propose residential uses that would generate new population growth. The Proposed Project would comply with all AVAQMD rules and regulations that are applicable to the project. Less than significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

b) *Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?*

Less than Significant Impact. In December 2023, Lilburn Corporation screened the Proposed Project's construction and operational emissions using California Emissions Estimator Model

[9] According to the Development Code (https://www.codepublishing.com/CA/Palmdale/html/pdfs/PalmdaleTitle17.pdf), MU 2 zoning is allowed a maximum floor area ratio of 2.

(CalEEMod) 2022 prepared by the SCAQMD (see Appendix B for model output). CalEEMod was utilized to estimate the on-site and off-site construction emissions. The criteria pollutants screened for include reactive organic gases (ROG), nitrous oxides (NOx), carbon monoxide (CO), sulfur dioxide (SO2), and particulates (PM_{10} and $PM_{2.5}$). Two of the analyzed pollutants, ROG and NOx, are ozone precursors. Both summer and winter season emission levels were estimated.

Construction Emissions

Construction emissions are considered short-term, temporary emissions and were modeled with the following construction parameters: site preparation, site grading (fine and mass grading), building construction, paving, and architectural coating. Construction is anticipated to begin in 2024 and be completed in 2025. The resulting emissions generated by the construction of the Proposed Project are shown in Table 3 and Table 4, which represent summer and winter construction emissions, respectively.

Table 3
Maximum Daily Summer Construction Emissions
(Pounds per Day)

Year	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
2024	3.75	36.1	34.8	0.05	21.5	11.6
2025	7.52	10.5	13.5	0.02	0.54	0.42
AVAQMD Threshold	137	137	548	137	82	65
Significant	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod.2022 Summer Emissions.

Table 4
Maximum Daily Winter Construction Emissions
(Pounds per Day)

Year	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
2024	2.01	19.9	20.3	0.04	8.56	4.38
2025	7.52	10.5	13.4	0.02	0.51	0.42
AVAQMD Threshold	137	137	548	137	82	65
Significant	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod.2022 Winter Emissions.

As shown in Table 3 and Table 4, construction emissions during either summer or winter seasonal conditions would not exceed AVAQMD thresholds.

Operational Emissions

Operational emissions are categorized as energy (generation and distribution of energy to the end use), area (operational use of the project), mobile (vehicle trips), water (generation and distribution of water to the land use), and waste (collecting and hauling waste to the landfill). The operational mobile source emissions were calculated in accordance with the Trip Generation Comparison prepared for the Proposed Project by Ganddini Group, Inc., November 20, 2023. The Proposed Project is anticipated to generate approximately 4,656 daily trips.

The resulting emissions generated by operations of the Proposed Project are shown in Table 5 and Table 6, which represent summer and winter construction emissions, respectively.

Table 5
Summer Operational Emissions Summary
(Pounds per Day)

Source	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Mobile	23.7	13.5	131	0.23	19.6	5.11
Area	0.45	0.0	0.59	0.0	0.0	0.0
Energy	0.0	0.06	0.05	0.0	0.0	0.0
Totals	**24.1**	**13.5**	**132**	**0.23**	**19.6**	**5.11**
AVAQMD Threshold	137	137	548	137	82	65
Significant	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod.2022
Emissions represent the daily maximum emissions.

Table 6
Winter Operational Emissions Summary
(Pounds per Day)

Source	ROG	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Mobile	20.6	14.6	108	0.21	19.6	5.11
Area	0.35	--	--	--	--	--
Energy	0.0	0.06	0.05	0.0	0.0	0.0
Totals	**20.9**	**14.7**	**108**	**0.21**	**19.6**	**5.11**
AVAQMD Threshold	137	137	548	137	82	65
Significant	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod.2022

As shown in Table 5 and Table 6, both summer and winter season operational emissions are below AVAQMD thresholds. However, the Proposed Project would be required to comply with AVAQMD Rules and Regulations as applicable.

Therefore, less significant impacts are identified or anticipated, and no mitigation measures are required.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact. Ganddini Group, Inc. prepared a tier 2 screening level Toxic Air Contaminant (TAC) Health Risk Assessment (HRA) Technical Memorandum, dated September 23, 2022, for the Proposed Project (see Appendix C for report). According to the Antelope Valley Air Quality Management District (AVAQMD) CEQA and Federal Conformity Guidelines, residences, schools, daycare centers, playgrounds and medical facilities are considered sensitive receptor land uses. The following project types proposed for sites within the specified distance to an existing or planned (zoned) sensitive receptor land use must be evaluated using AVAQMD significance threshold criteria number 4.

- Any industrial project within 1000 feet;
- A distribution center (40 or more trucks per day) within 1000 feet;
- A major transportation project (50,000 or more vehicles per day) within 1000 feet;
- A dry cleaner using perchloroethylene within 500 feet;
- A gasoline dispensing facility within 300 feet.

As stated in the AVAQMD CEQA and Federal Conformity Guidelines, under significance threshold criteria number 4, a significant impact will occur if a project exposes sensitive receptors to substantial pollutant concentrations including those resulting in a cancer risk greater than or equal to 10 in a million and/or a Hazard Index (HI) (non-cancerous) greater than or equal to 1. The Proposed Project includes a gasoline fueling station in proximity to an existing school and residential uses, and will be a source of toxic air contaminants (TAC); therefore, a qualitative analysis of the fueling station's toxic air contaminant emissions has been conducted.

Per the Project Applicant, the proposed fueling station is anticipated to have up to approximately 700,000 gallons of throughput annually. Furthermore, the Project Site includes sensitive receptors within 300 feet of the proposed gasoline service station. Therefore, the potential cancer risk and HI from the proposed fueling station have been calculated. The closest residential receptors to the proposed gasoline service station are located south of East Avenue R and east of 25th Street East, at a distance of approximately 160 feet (~49 meters) from the service station canopy. Furthermore, Palmdale High School is located approximately 421 feet (~128 meters) to the west of the proposed service station canopy, and business receptors associated with the drive-through portion of the proposed grocery store would be located approximately 67 feet (~20 meters) north of the service station canopy.

The fueling station portion of the Proposed Project will be required to comply with the requirements stated in AVAQMD Rule 461 Gasoline Transfer and Dispensing. As stated in AVAQMD Rule 461, gasoline dispensing facilities are required to use Phase I/II EVR (enhanced vapor recovery) systems. Phase II EVR have an average efficiency of 95.1 percent and Phase I EVR have an average efficiency of 98 percent. Therefore, the potential for fugitive volatile organic compound (VOC) or TAC emissions from the fueling pumps is negligible.

Assuming 700,000 gallons per year of throughput for this gasoline-dispensing facility and with the incorporation of Phase I/II EVR systems, using the CARB Risk Assessment Look-up Tool, the maximum residential cancer risk is 1.37 in a million, the maximum worker cancer risk is 0.25 in a million. In addition, the chronic HI is 0.01 and the acute HI is 0.57. Therefore, the Proposed Project will not exceed the AVAQMD thresholds of a cancer risk greater than or equal to 10 in a million and/or a Hazard Index (HI) (non-cancerous) greater than or equal to 1. As such, according to CEQA and Federal Conformity Guidelines the project will not be a significant source of toxic air contaminants emissions and sensitive receptors would not be exposed to toxic sources of air pollution. Less than significant impacts are identified or anticipated, and no mitigation measures are required.

d) *Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people*?

Less Than Significant Impact.

Construction-Related Odor Impacts

Potential project-related sources that may emit odors during construction activities include the application of materials such as asphalt pavement. The objectionable odors that may be produced during the construction process are of short-term in nature and the odor emissions are expected to cease upon the drying or hardening of the odor producing materials. Diesel exhaust and VOCs would be emitted during construction of the project, which are objectionable

to some; however, emissions would disperse rapidly from the Project Site and therefore are not expected to reach an objectionable level at the nearest sensitive receptors. Due to the short-term nature and limited amounts of odor producing materials being utilized, no significant impacts related to odors would occur during construction of the Proposed Project.

Operations-Related Odor Impacts

Potential sources that may emit odors during the on-going operations of the Proposed Project would include odor emissions from the intermittent delivery truck emissions and trash storage areas. Through compliance with AVAQMD's Rule 402, no significant impact related to odors would occur during the on-going operations of the Proposed Project.

3.4 BIOLOGICAL RESOURCES

4.	BIOLOGICAL RESOURCES. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
(b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
(c)	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
(d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
(e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
(f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

Impact Analysis

a) Would the project have a substantial adverse effect, either directly or through habitat modification, on any species identified as candidate, sensitive or special status species in local

or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Less than Significant with Mitigation Incorporated. A Biological Resources Assessment report (BRA) was prepared for the Proposed Project by Jennings Environmental, LLC (Jennings) in April 2022 (see Appendix D for the report). The BRA addresses the potential effects of the Proposed Project to designated critical habitats and/or any species currently listed or formally proposed for listing as endangered or threatened under the federal Endangered Species Act (ESA) and the California Endangered Species Act (CESA) or species designated as sensitive by the California Department of Fish and Wildlife (CDFW) or the California Native Plant Society (CNPS). Information contained in the BRA is in accordance with accepted scientific and technical standards that are consistent with the requirements of the United States Fish and Wildlife Service (USFWS) and CDFW. Jennings conducted a general reconnaissance survey within the Project Site to identify the potential for the occurrence of special-status species, vegetation communities, or habitats that could support special-status wildlife species. Additionally, the site was surveyed for any drainage features that would meet the definition of the Waters of the US (WOUS), Waters of the State (WOS), or CDFW jurisdiction.

According to the California Natural Diversity Database (CNDDB), California Native Plant Society's Electronic Inventory (CNPSEI), and other relevant literature and databases, 18 sensitive species, four of which are listed as threatened or endangered, have been documented in the *Palmdale* quad. This list of sensitive species and habitats includes any State and/or federally listed threatened or endangered species, CDFW designated Species of Special Concern (SSC) and otherwise Special Animals. Jennings analyzed the likelihood for the occurrence of all CNDDB sensitive species documented in the *Palmdale* quad. According to the databases, no sensitive habitat, including USFWS-designated critical habitat, occurs within or adjacent to the Project Site. Additionally, no plant species with the California Rare Plant Rank (CRPR) of 1 or 2 were observed on-site or documented to occur on-site in the relevant databases.

<u>Desert Tortoise</u>

The desert tortoise is a State and federally listed threatened species. In 1992, the US Bureau of Land Management issued the *California Statewide Desert Tortoise Management Policy* which included categorizing habitat into three levels of classification. In April 1993, the BLM amended the California Desert Conservation Area (CDCA) plan to delineate these three categories of desert tortoise habitat on public lands. Although habitat categories apply only to public lands administered by the BLM, regulatory agencies typically determine habitat compensation ratios based on the nearest BLM habitat categories. With the adoption of the West Mojave Plan, all lands that are outside Desert Wildlife Management Areas, including the Project Site, are characterized as Category 3 Habitat, which is the lowest priority management area for viable populations of the desert tortoise.

No suitable habitat for desert tortoise exists within the Project Site or surrounding area. There are no documented desert tortoise occurrences within the Project Site or the surrounding area and this species is not expected to occur within the Project Site. Due to the high level of on-site human disturbance and the isolation of the site by surrounding development, the Project Site and immediate vicinity is no longer considered suitable habitat for the desert tortoise.

Therefore, no potential direct or indirect impacts to desert tortoise can be identified, and presence/absence surveys for this species are not warranted or recommended.

Mohave Ground Squirrel

The Mohave ground squirrel (MGS) is a State listed threatened species. In the western Mohave Desert, the geographic range of the species is considered to lie west of the Mojave River. However, in the Victorville and Barstow areas, there are records of Mohave ground squirrel occurrence on the east side of the Mohave River. MGS is listed as threatened by CDFW due to habitat loss, fragmentation, and deterioration. The Project Site falls within the historic range of the MGS but is located outside and to the south of the MGS Conservation Area set forth in the West Mojave Plan.

Jennings conducted an MGS habitat assessment of the Project Site. The habitat assessment for MGS included a pedestrian field assessment, a review of reported occurrences of the MGS in the region and adherence to CDFW's criteria for assessing potential impacts to the MGS. Adequate cover and forage for MGS appeared to be limited within and around the Project Site. No winterfat (*Eurotia lanata*), nor spiny hopsage (*Grayia spinosa*) were found on the Project Site, which are considered important forage for MGS. No streams or washes were noted on the Project Site. Absence of this habitat feature further lessens the likelihood of MGS presence on the Project Site or their ability to persist during long term drought conditions. No wildlife corridors are expected to exist between the closest core MGS population and the Project Site.

The Project Site is also surrounded by existing development. The scattered development within the project vicinity further isolates the site from MGS, as these land uses prevent movement from the known populations to the north. Because the Project Site has low quality habitat for MGS, is within the historical range but not within or near any current or recent occurrences, is surrounded by development, and the Project Site is subject to ongoing human disturbances such as foot traffic and vehicle traffic, this species is considered absent from the Project Site and presence/absence surveys for this species are not warranted or recommended.

Burrowing Owl

The burrowing owl (BUOW) is a state and federal SSC. The BUOW is a migratory bird protected by the international treaty under the Migratory Bird Treaty Act of 1918 and by State law under the California Fish and Game Code. The conditions present onsite appeared to be suitable for BUOW. As such a BUOW survey was completed. The assessment survey was structured, in part, to detect BUOW. The result of the survey was that no evidence of BUOW was found in the survey area. No burrows of appropriate size, aspect, or shape were located and no BUOW pellets, feathers, or whitewash were found. No burrowing owl individuals were observed. Additionally, the Project Site was found to contain no suitable habitat for this species as the soils were not friable and no suitable burrow surrogate species was observed. Therefore, no further studies or surveys are recommended.

Western Joshua Tree

The Fish and Game Commission provided notice that the western Joshua tree is a candidate species as defined by Section 2068 of the Fish and Game Code. There are currently no western Joshua trees present on-site. Therefore, there are no potential impacts to this species.

Additional Species

There were also three additional threatened or endangered species that are found within the *Palmdale* Quad. However, the Project Site is either outside the known range for these species or suitable habitat was not found to occur within the Project Site. Therefore, no further discussion or recommendations are required for the following species: Tricolored blackbird, Swainson's hawk, and Least bell's vireo.

Nesting Birds

The Project Site and immediate surrounding area contain habitat suitable for nesting birds. Several birds were seen or heard during the survey. Species observed or otherwise detected on or in the vicinity of the Project Site during the surveys included; mourning dove (*Zenaida macroura*), Anna's hummingbird (*Calypte anna*), and house finch (*Haemorhous mexicanus*). Therefore, Mitigation Measure BIO-1 shall be implemented in order to avoid significant impacts to nesting birds.

Mitigation Measure BIO-1:

Nesting bird surveys shall be conducted by a qualified Biologist three days prior to any construction activities taking place during the nesting season to avoid potentially taking any birds or active nests. Surveys shall be conducted within 500 feet of the Project site. In general, impacts to all bird species (common and special status) will be avoided by conducting work outside of the nesting season (generally ~~March 15th~~ February 1st to September 15th), and conducting a worker awareness training. If an active nest is identified, a buffer shall be established between the construction activities and the nest so that nesting activities are not interrupted. Avoidance buffers will be 100 feet for common avian species, 300 feet for listed or highly sensitive species, and 500 feet for raptors. The buffer should be delineated by temporary fencing and remain in effect as long as construction is occurring. No Project construction shall occur within the fenced nest zone until the young have fledged, are no longer being fed by the parents, have left the nest, and will no longer be impacted by the Project. Reductions in the nest buffer distance may be appropriate depending on the avian species involved, ambient levels of human activity, screening vegetation, or possibly other factors. ~~However, if all work cannot be conducted outside of the nesting season, a project-specific Nesting Bird Management Plan will be prepared to determine suitable buffers.~~

With implementation of Mitigation Measure BIO-1, impacts would be reduced to a less than significant level.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

No Impact. Aerial imagery of the site was examined and compared with the surrounding USGS 7.5-minute topographic quadrangle maps to identify drainage features within the Project Site as indicated from topographic changes, blue-line features, or visible drainage patterns. The USFWS National Wetland Inventory and Environmental Protection Agency (EPA) Water Program "My Waters" data layers were also reviewed to determine whether any hydrologic features and wetland areas had been documented within the vicinity of the site. Similarly, the Soil maps from the U.S. Department of Agriculture (USDA) - Natural Resources Conservation

Service (NRCS) Web Soil Survey (USDA 2022) were reviewed to identify the soil series on-site and to check if they have been identified regionally as hydric soils. Upstream and downstream connectivity of waterways (if present) was reviewed in the field, on aerial imagery, and topographic maps to determine jurisdictional status. No obvious signs of jurisdictional features were observed during the literature review.

The CDFW asserts jurisdiction over any drainage feature that contains a definable bed and bank or associated riparian vegetation. The Project Site was surveyed with 100 percent visual coverage and no definable bed or bank features exist on the Project Site. As such, the Project Site does not contain any areas under CDFW jurisdiction. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

c) *Would the project have a substantial adverse effect on state or federally protected wetlands (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

No Impact. Hydrologically, the Project Site is located within an undefined Hydrologic Sub-Area (HSA 626.50) which comprises a 557,620-acre drainage area within the larger Lake Palmdale-Piute Ponds Hydrologic Area (Hydrologic Unit Code [HUC10] 1809020615) (CalTrans, 2022). The Lake Palmdale-Piute Ponds watershed in Palmdale is bordered to the north by the Rosamond Lake watershed, to the east by the Little Rock Wash watershed, to the south by the Headwaters Santa Clara River watershed, and to the west by the Upper Amargosa Creek watershed.

There are no streams, channels, washes, or swales that meet the definitions of Section 1600 of the State of California Fish and Game Code (FGC) under the jurisdiction of the CDFW, Section 401 ("Waters of the State") of the Clean Water Act (CWA) under the jurisdiction of the Regional Water Quality Control Board (RWQCB), or "Waters of the United States" (WoUS) as defined by Section 404 of the CWA under the jurisdiction of the U.S. Army Corps of Engineers (Corps) within the Project Site. Therefore, no permit from any regulatory agency will be required. No impacts are identified or anticipated, and no mitigation measures are required.

d) *Would the project Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

Less than Significant Impact. The Project Site is currently surrounded by developed land on all sides: a school to the west; an apartment complex to the north; single-family residences and 25th Street East to the east; and East Avenue R, a church, and single-family residences to the south. Regionally, the Project Site is located in a relatively developed area. It would not be suitable for facilitating the movement of any native resident or migratory fish or wildlife species. Furthermore, the Project Site is not located within a Regional Wildlife Linkage, as identified by the Los Angeles County Department of Regional Planning.[10]

[10] Los Angeles County. Department of Regional Planning. https://planning.lacounty.gov/assets/upl/project/gp_2035_2014-FIG_9-2_Regional_Wildlife_Linkages.pdf. May 2014.

As stated in the BRA, no wildlife corridors are expected to exist between the closest core MGS population and the Project Site. The maximum documented movement of MGS is 3.9 miles. Commercial and residential development are scattered within the vicinity of the Project Site, which would further isolate it from MGS as these land uses prevent movement from the known populations to the north.

Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

e) *Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

Less than Significant Impact. The City Council determined that appropriate action must be taken in order to protect and preserve desert vegetation, and particularly Joshua trees, so as to retain the unique natural desert aesthetics in some areas of the city, and to promote the general welfare of the community. The design of development projects should strive to protect and maintain the most desirable and significant of the healthy desert vegetation in a manner consistent with the General Plan and the CEQA. There are currently no western Joshua trees present on-site. Therefore, there are no proposed impacts to this species. Additionally. the Project Site does not contain any of the plant species that are covered under Title 14, Environmental Management, of the Building Code for the City of Palmdale. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

f) *Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservancy Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

Less than Significant Impact. The Project Site is within the boundaries of the West Mojave Plan (habitat conservation plan). With the adoption of the West Mojave Plan, all lands that are outside Desert Wildlife Management Areas, including the Project Site, are characterized as Category 3 Habitat, which is the lowest priority management area for viable populations of the desert tortoise. As stated previously, the Project Site falls within the historic range of the MGS but is located outside of the MGS Conservation Area set forth in the West Mojave Plan. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

3.5 CULTURAL RESOURCES

5.	CULTURAL RESOURCES. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☒	☐	☐
(b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
(c)	Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐

Impact Analysis

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

Less than Significant with Mitigation Incorporated. A Phase I Cultural Resource Assessment report, dated June 29, 2022 and revised July 23, 2024, was prepared for the Proposed Project by Brian F. Smith and Associates, Inc. (BFSA) (see Appendix E for report). The archaeological survey was conducted to determine if cultural resources exist within the Project Site and to assess the possible effects to cultural resources from the development of the Proposed Project. An institutional records search was conducted by the South Central Coastal Information Center (SCCIC) at California State University, Fullerton (CSUF). An area of one-half mile surrounding the Project Site was reviewed in order to determine the presence of any previously recorded cultural resources. The SCCIC also provided the standard review of the National Register of Historic Places (NRHP) and the Office of Historic Preservation (OHP) Built Environment Resources Directory (BERD). In accordance with City of Palmdale and CEQA review requirements, an intensive pedestrian reconnaissance was conducted that employed a series of parallel survey transects spaced at 10-meter intervals to locate any historic or archaeological sites within the Project Site.

The review of the available historic USGS topographic maps (from 1915 through 2012) and aerial photographs (from 1928 through 2018) indicate that no historic structures or homesteads have ever existed within the project boundaries. The aerial photographs indicate that the Project Site remained vacant through 1971. Between 1971 and 1974, the property was developed with a large building that contained a grocery store and small shops. Most of the property was also paved at this time for a parking lot. Between 1995 and 2003, the building and parking lot were removed. The property remained vacant from that time until the current survey. The land records review indicates that the Project Site was surveyed by the County in 1942 and again in 1971 by the City of Palmdale (Parcel Map No. 2069). In 1973, the property was surveyed again, and the property was divided into its current parcel configuration (Parcel Map No. 2526). This suggests that the former structure and parking lot located within the property were constructed between 1973 and 1974.

The records search for the Project Site did not identify any previously recorded cultural resources within the property, and just one previously recorded resource is located within one-half mile of the Project Site. This resource is the historic alignment of the "Palmdale to Victorville Road," which was constructed circa 1920. No historic or prehistoric archaeological sites were identified within the search radius. The review of the NRHP index by the SCCIC was also negative.

Given the lack of potential for buried cultural resources due to the level of previous disturbance and development of the Project Site, monitoring of any future grading is not recommended. However, resources have the potential for occurring anywhere. Therefore, possible significant adverse impacts have been identified and the following mitigation measure is required as a condition of project approval to reduce these impacts to a level below significant.

Mitigation Measure CR-1:

Should unanticipated or inadvertent surface and/or subsurface prehistoric or historic archaeological resources, built environment, and/or tribal cultural resources, appear to be encountered during construction or maintenance activity associated with this project, then all work must halt within a 60-foot radius of the discovery until a qualified professional can evaluate the discovery. If the finds are archaeological or historic in nature, then an archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and/or historic archaeology have evaluated the significance of the find. This archaeologist shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following shall apply, depending on the nature of the find:

A. If the professional archaeologist determines that the find *does not* represent a cultural resource, then work may resume immediately, and no agency notifications are required.

B. If the professional archaeologist determines that the find *does* represent a cultural resource from any time or cultural affiliation then, depending on the nature of the discovery, appropriate treatment measures shall be developed.

C. If the find represents a Native American or potentially Native American resource that does not include human remains, which may or may not include a Tribal Cultural Resource, then the archaeologist shall consult with appropriate Tribe[s] on whether or not the resource represents either a Tribal Cultural Resource or a Historical Resource, or both, and, if so, consult on appropriate treatment measures. Preservation in place is the preferred treatment, if feasible. Work cannot resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Tribal Cultural Resource or Historical Resource; or 2) that the treatment measures for the Tribal Cultural Resource or Historical Resource have been completed.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Less than Significant with Mitigation Incorporated. The records search indicated that a total of 17 cultural resource studies have been conducted within a one-half mile radius of the Project Site, one of which includes the Project Site. This study was a Phase I cultural resources survey conducted on seven parcels by Archaeological Consultants in 1995. The purpose of the survey was to review and rank the parcels for the Child Care Facility for the Los Angeles Air Route Traffic Control Center. The Project Site was one of these parcels. At the time of the survey, a vacant grocery store, vacant shop space, paved parking lot, and dirt areas were present within the property. No cultural resources were identified as a result of that survey.

During the field survey, BFSA staff carefully inspected exposed ground surfaces within the landscaping (eroded slopes, disturbed ground, and rodent burrows). No artifacts, cultural ecofacts, bedrock outcrops, fresh water resources, or other materials related to prehistoric or historic land use were observed within the project boundaries. No midden soils or cultural resources were observed during the survey. Concrete vaults and one sewer manhole were observed within the project, none of which are historic. Mitigation Measure CR-1 identified above would address potential impacts associated with unanticipated finds.

c) *Would the project disturb any human remains, including those interred outside of dedicated cemeteries?*

Less than Significant with Mitigation Incorporated. The discovery of human remains is always a possibility during ground disturbing activities. To ensure potential impacts are reduced to less than significant, the following mitigation measure shall be implemented:

Mitigation Measure CR-2:

If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

With implementation of Mitigation Measure CR-2, the Proposed Project would not disturb any human remains, including those interred outside of dedicated cemeteries.

3.6 ENERGY

6.	ENERGY Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy, or wasteful use of energy resources, during project construction or operation?	☐	☐	☒	☐
(b)	Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Impact Analysis

a) *Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy, or wasteful use of energy resources, during project construction or operation?*

Less than Significant Impact.

Electricity

The Proposed Project consists of the development of a 10-island (eight gas, two hydrogen) fueling station, a 7,258-square-foot grocery store, and a 2,127-square-foot drive-through carwash. Southern California Edison (SCE) would provide electricity to the Proposed Project. In 2022, the Commercial Building sector of the Southern California Edison planning area consumed approximately 36,069 GWh of electricity.[11] The Project Site is currently vacant; consequently, implementation of the Proposed Project would result in an increase in electricity demand. The increased electricity demand from the Proposed Project is approximately

[11] California Energy Commission. https://ecdms.energy.ca.gov/gasbyplan.aspx. Accessed December 8, 2023.

0.659 GWh per year.[12] The existing SCE electrical facilities will meet this increased demand. The Proposed Project's estimated annual electricity consumption compared to the 2022 annual electricity consumption of the overall commercial building sector in the SCE Planning Area would account for approximately 0.002 percent of total electricity consumption. The increase in electricity demand from the Proposed Project would be insignificant. Therefore, projected electrical demand would not significantly impact SCE's level of service.

Natural Gas

The Project Site would be serviced by Southern California Gas Company (SoCalGas). The Project Site is currently vacant and has no demand for natural gas; consequently, development of the Proposed Project would create a permanent increase in demand for natural gas. The Commercial Building Sector was responsible for 894,453,260 therms of natural gas consumption in the SoCalGas Planning Area in 2022.[13] The estimated natural gas demand for the Proposed Project is 2,290 therms per year.[14] The Proposed Project's estimated annual natural gas consumption compared to the 2022 annual natural gas consumption of the Commercial Building sector in the SoCalGas Planning Area would account for approximately 0.0002 percent of total natural gas consumption. The increase in natural gas demand from the Proposed Project would be insignificant.

The Proposed Project would comply with all existing energy standards, including those established by the City of Palmdale and Los Angeles County. The Proposed Project would not result in a significant impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation. Less than significant adverse impacts are identified or anticipated, and no mitigation measures are required.

b) *Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?*

Less than Significant Impact. The Palmdale Energy Action Plan (PEAP) requires energy conservation measures exceeding Title 24 requirements, energy efficiency and water conservation features, onsite renewable energy sources, and recycling measures and programs. The Proposed Project would comply with all existing energy standards, including those established by the City of Palmdale and Los Angeles County, and would not result in significant adverse impacts on energy resources or obstruct any plans for energy efficiency, including the PEAP.

The Proposed Project would be consistent with the applicable action steps of the PEAP:

1) Implement the minimum Title 24 standards for energy efficiency
    - The Proposed Project shall comply with the following building codes:2019 California Building Code {CBC)
      2022 California Green Building Standards Code (CalGreen)
      2022 California Electrical Code (CEC)
      2022 California Building Energy Efficiency Standards (CBEES)

[12] Per CalEEMod outputs.
[13] California Energy Commission. https://ecdms.energy.ca.gov/gasbyplan.aspx. Accessed December 8, 2023.
[14] Per CalEEMod outputs.

2) Smart grids to be installed in all new development, with 95 percent monitoring program participation by 2020
    - The Building and Safety Department would ensure that smart grids are installed prior to issuance of a building permit.
3) New nonresidential projects to provide short- and long-term bicycle parking at a ratio of one bicycle parking space per 20 vehicle parking spaces.
    - The Proposed Project would provide 40 parking spaces and two bicycle parking spaces.
4) 500 new electric vehicle charging stations by 2020.
    - The Proposed Project would provide a minimum 1-inch conduit for future charger.
5) Ongoing regional coordination and achievement of VMT reduction target
    - As explained further in Section 3.17 below, the Proposed Project consists of less than 50,000 square feet of local serving retail uses; therefore, the Proposed Project may be presumed to result in a less than significant VMT impact.
6) Achieve a diversion rate of 70 percent for the city by 2020, equivalent to a reduction of approximately 102,000 tons from forecast trends.
    - The Proposed Project shall provide readily accessible areas identified for the storage and collection of blue container and green container materials, consistent with the three-container collection program offered by the City, or shall comply with provision of adequate space for recycling for multifamily and commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended, provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020. A cubic yard container for recycling is proposed.

As demonstrated above, the Proposed Project would be consistent with the PEAP.

The Proposed Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

3.7 GEOLOGY AND SOILS

7.	GEOLOGY AND SOILS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
	i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
	ii)Strong seismic ground shaking?	☐	☐	☒	☐
	iii)Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐

7.	GEOLOGY AND SOILS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
	iv)Landslides?	☐	☐	☒	☐
(b)	Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
(c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
(d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
(e)	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
(f)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

Impact Analysis

a)i) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Less than Significant Impact. A preliminary Geotechnical Engineering and Infiltration Report, dated June 1, 2022, was prepared for the Project Site by NTS Geotechnical, Inc. (NTS) (see Appendix F for report). As stated in the report, the Project Site is not located within an Alquist-Priolo Earthquake Fault Zone, and no known active faults are shown on the reviewed geologic maps crossing the site. The Project Site is approximately two miles from the San Andreas fault zone. It is located in a region of generally high seismicity, as is the case for all of Southern California. The Proposed Project would be required to comply with the building design standards of the California Building Code (CBC) for construction of new buildings and/or structures related to seismicity and specific engineering design and construction measures would be implemented to anticipate and avoid potential impacts from seismic activity. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

a)ii) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

Less than Significant Impact. The Project Site is located in a seismically active region, as is the case for all of Southern California. The Proposed Project would be required to comply with the building design standards of the California Building Code (CBC) for construction of new buildings and/or structures related to seismicity and specific engineering design and construction measures would be implemented to anticipate and avoid potential impacts from

seismic activity. Adhering to the CBC can reduce potential ground-shaking impacts to less than significant levels. Therefore, less than significant adverse impacts are identified or anticipated, and no mitigation measures are required.

a)iii) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?

Less than Significant Impact. Strong ground shaking can result in liquefaction. Areas overlying groundwater within 30 to 50 feet of the surface are considered susceptible to liquefaction hazards. Based on the lack of shallow groundwater and uniform soil stratum, NTS concludes that the potential for liquefaction at the Project Site is considered low. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

a)iv) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?

Less than Significant Impact. Landslides and slope failure can result from ground motion generated by earthquakes. As stated in the geotechnical report, no landslides or related features underlie or are adjacent to the Project Site. Due to the relatively level nature of the site and surrounding areas, the potential for landslides at the Project Site is considered negligible. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

b) Would the project result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact. Construction of the Proposed Project would disturb more than one acre of soil and therefore, the Proposed Project is subject to the requirements of the State Water Resources Control Board General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ). The Construction General Permits requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP would prescribe temporary Best Management Practices (BMPs) to control wind and water erosion during and shortly after the construction of the Proposed Project. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less than Significant Impact. As stated previously, the Project Site is relatively flat and the potential for landslides is considered negligible. In addition, the potential for liquefaction at the Project Site is very low. Because of the site's relatively flat topography and low liquefaction potential, it would not be susceptible to lateral spreading. The Project Site is not located in an area with historical or active subsidence.[15] State and City Building Codes establish engineering and construction criteria designed to mitigate potential impacts associated with unstable soils,

[15] United States Geological Survey (USGS). 2021. Areas of Land Subsidence in California. https://ca.water.usgs.gov/land_subsidence/california-subsidence-areas.html. Accessed July 2, 2022.

landslides, lateral spreading, subsidence, liquefaction, soils collapse and expansive soils. Compliance with building codes would ensure that effects of these hazards are reduced to the extent feasible. Therefore, less than significant adverse impacts are identified or anticipated, and no mitigation measures are required.

d) *Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?*

Less than Significant Impact. Expansive soils are fine grained clay soils that swell in volume when they absorb water and shrink when they dry. This change in volume causes stress on buildings and other loads placed on expansive soils. According to the geotechnical report, the soils encountered near the ground surface at the site exhibit a very low expansion potential. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

e) *Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?*

No Impact. The Proposed Project does not include the installation of a new septic tank or any other alternative wastewater disposal system. The Proposed Project will construct six-inch and eight-inch sewer laterals to connect to existing eight-inch and 12-inch sewer lines in 25th Street East Therefore, no impact is identified or anticipated, and no mitigation measures are required.

f) *Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

Less than Significant with Mitigation Incorporated. A Paleontological Assessment report, dated June 29, 2022, was prepared for the Project Site by BFSA (see Appendix G for report). A paleontological records search was performed by the Los Angeles County Museum of Natural History (LACM) for the Project Site. The record search indicated the closest locality for paleontological resources is approximately four to six miles to the southeast, consisting of Pleistocene micro vertebrates represented by the fossilized bones of reptiles, mammals, and birds. These localities ranged in depth from the near-surface to nine feet, but are mapped in areas identified as Holocene alluvial fan deposits, implying that at least some Pleistocene-aged deposits are very near the surface with a minimal cover of Holocene deposits. A paleontological literature review and collections and locality records search was conducted for the Project Site using records from prior BFSA projects, the San Bernardino County Museum, the LACM, and the Western Science Center in Hemet, and data from published and unpublished paleontological literature. The resulting locality records search did not identify any previously recorded fossil localities within the Project Site.

The existence of potentially fossiliferous Holocene to Pleistocene-aged young alluvial fan deposits are mapped at the surface of the Project Site. Therefore, full-time monitoring of undisturbed alluvial fan deposits at the Project Site is warranted starting at the surface. The Holocene alluvial deposits mapped at the western one-fourth portion of the Project Site are not required to be monitored; however, these deposits are anticipated to consist of a relatively thin cover over older deposits that mapped at the surface of the remainder of the project. The Holocene deposits shall be monitored part-time, at the discretion of the project paleontologist. A Paleontological Resource Impact Mitigation Program (PRIMP shall be implemented to

ensure that impacts to potential paleontological resources are reduced to a less than significant level. The following Mitigation Measures GEO-1 through GEO-4 shall be implemented.

Mitigation Measure GEO-1:

Prior to initiation of any grading, drilling, and/or excavation activities, a PRIMP shall be approved by the City and the construction contractor shall hold a preconstruction meeting to be attended by the paleontologist of record, representatives of the grading contractor and subcontractors, the project owner or developer, and a representative of the lead agency. The nature of potential paleontological resources shall be discussed, as well as the protocol that is to be implemented following the discovery of any fossiliferous materials.

Mitigation Measure GEO-2:

Monitoring of mass grading and excavation activities in areas identified as likely to contain paleontological resources shall be performed by a qualified/project paleontologist or paleontological monitor. Monitoring shall be performed starting at the surface on a full-time basis; Holocene alluvial deposits should be monitored part-time at the discretion of the project paleontologist. The timing and duration of the monitoring of excavation activities within the alluvial fan deposits shall be at the discussion of the project paleontologist based on the geological conditions observed by the paleontological monitor and/or the project paleontologist.

Mitigation Measure GEO-3:

Paleontological monitors will be equipped to salvage fossils as they are unearthed to avoid construction delays. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or, if present, are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. The monitor shall notify the project paleontologist, who will then notify the concerned parties of the discovery.

Mitigation Measure GEO-4:

A final monitoring and mitigation report of findings and significance will be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location(s). The report, when submitted to, and accepted by, the appropriate lead agency, will signify satisfactory completion of the project program to mitigate impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.

Implementation of Mitigation Measure GEO-1 to GEO-4 would ensure less than significant impacts to paleontological resources occur as a result of the Proposed Project.

3.8 GREENHOUSE GAS EMISSIONS

8.	GREENHOUSE GAS EMISSIONS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
(b)	Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Impact Analysis

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than Significant Impact.

Many gases make up the group of pollutants that are believed to contribute to global climate change. However, three gases are currently evaluated and represent the highest concertation of GHG: Carbon dioxide (CO2), Methane (CH4), and Nitrous oxide (N2O). The Proposed Project would not generate Fluorinated gases as defined by AB 32, only the GHGs (CO_2, CH_4, and N_2O) that are emitted by construction equipment. A screening threshold of 100,000 tons CO2E per year, or approximately (90,718 MT CO2e), has been used by AVAQMD for projects within the MDAB.

GHG emissions were screened using CalEEMod version 2022 Construction is anticipated to begin in 2024 and be completed in 2025. Other parameters which were used to estimate construction emissions such as those associated with worker and vendor trips, and trip lengths were based on the CalEEMod defaults. The operational mobile source emissions were calculated in accordance with the Trip Generation Comparison prepared for the Proposed Project by Ganddini Group, Inc., November 20, 2023. The Proposed Project is anticipated to generate approximately 4,656 daily trips. Construction and operational emissions are shown in Table 7 and Table 8.

Table 7
Greenhouse Gas Construction Emissions
(Metric Tons per Year)

Source/Phase	CO_2	CH_4	N_20	R[1]
2024	133	0.0	0.0	0.02
2025	215	0.01	0.0	0.02
Total ($MTCO_2e$)	**350**			
Construction Amortized 30 Years	**11.7**			

Source: CalEEMod.2022.1 Annual Emissions.
[1] Common refrigerant GHGs used in air conditioning and refrigeration equipment.

Table 8
Greenhouse Gas Operational Emissions
(Metric Tons per Year)

Source/Phase	CO_2	CH_4	N_20	R[1]
Mobile	1,711	0.19	0.13	3.08
Area	0.20	0.0	0.0	--
Energy	171	0.01	0.0	--
Water	0.76	0.0	0.0	--
Waste	0.3	0.03	0.0	--
Refrigeration	--	--	--	467
Construction Amortized 30 Years	11.7			
Total ($MTCO_2e$)	**2,408.7**			
AVAQMD Screening Threshold	90,719			
Significant	**No**			

Source: CalEEMod.2022 Annual Emissions.
[1]Common refrigerant GHGs used in air conditioning and refrigeration equipment.

As shown in Table 7 and Table 8, the Proposed Project's emissions would not exceed the AVAQMD's threshold of significance. Therefore, less than significant adverse impacts are identified or anticipated, and no mitigation measures are required.

b) *Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

Less than Significant Impact. The Palmdale Energy Action Plan (PEAP) demonstrates the City's commitment to achieve energy efficiency and independence by reducing greenhouse gas (GHG) emissions consistent with state legislation. The PEAP also serves as a programmatic tiering document for the purposes of CEQA, consistent with the CEQA Guidelines (§ 15064, subd. (h)(3), § 15130, subd. (d)). A tiering document front-loads the GHG analysis needed for subsequent projects in order to decrease the time and money that would be needed for individual analyses on a project-by-project basis. If a future development or improvement in Palmdale can prove that it is consistent with the PEAP, then it is consistent with state legislation and the CEQA for purposes of GHG emissions. As demonstrated in Section 3.6, the Proposed Project would be consistent with the PEAP.

Additionally, the Project emissions would be below the AVAQMD thresholds of significance. Therefore, the Proposed Project would not conflict with any applicable plan, policy or regulation of an agency adopted to reduce GHG emissions, including Title 24, AB 32, and SB 32. Therefore, less than significant adverse impacts are identified or anticipated, and no mitigation measures are required.

3.9 HAZARDS AND HAZARDOUS MATERIALS

9.	HAZARDS AND HAZARDOUS MATERIALS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐

9.	HAZARDS AND HAZARDOUS MATERIALS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
(c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
(d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
(e)	For a project located within an airport land use plan or, where such a plan had not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
(f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
(g)	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☒	☐

Impact Analysis

a) *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

b) *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

Less than Significant Impact. The Proposed Project is a commercial development that includes a 10-island (eight gas, two hydrogen) fueling station, grocery store with drive-through, and car wash facility. Construction of the Proposed Project would require the routine transport, use, storage, and disposal of limited quantities of common hazardous materials such as gasoline, diesel fuel, oils, solvents, paint, fertilizers, pesticides, and other similar materials. All materials required during construction would be kept in compliance with State and local regulations and Best Management Practices. Operations would include standard maintenance (i.e., landscape upkeep, exterior painting and similar activities) involving the use of commercially available products (e.g., pesticides, herbicides, gas, oil, paint, etc.) the use of which would not create a significant hazard to the public. The proposed fueling station would obtain an Antelope Valley Air Quality Management District (AVAQMD) Authority to Construct permit corresponding to the requirements defined in AVAQMD Rule 461 – Gasoline Transfer and Dispensing. Hydrogen fuel is not toxic and produces only water; therefore, the proposed hydrogen fueling station is not anticipated to create a significant hazard.

The Proposed Project would involve the transport of hazardous materials to the site associated with the proposed fueling station. The transport of fuel and tank filling operations would be conducted in compliance with applicable federal and state regulatory requirements that regulate the transportation of hazardous materials. The transport of hazardous materials on area roadways are regulated by the California Highway Patrol and Caltrans. Transporters of hazardous wastes are required to be certified by the Department of Transportation and manifests are required to track the hazardous waste during transport.

Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

c) *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

Less than Significant Impact. The Project Site is located adjacent to Palmdale High School. As stated previously, the transport of hazardous materials, such as fuel, shall be conducted in compliance with applicable federal and state regulatory requirements in compliance with applicable federal and state regulatory requirements. The fueling station portion of the project will be required to comply with the requirements stated in AVAQMD Rule 461 Gasoline Transfer and Dispensing. As stated in AVAQMD Rule 461, gasoline dispensing facilities are required to use Phase I/II EVR (enhanced vapor recovery) systems. Phase II EVR have an average efficiency of 95.1 percent and Phase I EVR have an average efficiency of 98 percent. 3 Therefore, potential for fugitive VOC or TAC emissions from the gasoline pumps is negligible. As concluded in the Health Risk Assessment, the Proposed Project would not be a significant source of toxic air contaminants emissions and sensitive receptors would not be exposed to toxic sources of air pollution.

The Proposed Project would be required to comply with all federal, state, and local laws regulating the management and use of hazardous materials which would minimize or eliminate potential impacts to schools. The Proposed Project would adhere to all California Code of Regulations, Title 23, Chapter 16 - Chapter 18 requirements and pursue the proper permitting and design approvals. It would comply with all Environmental Protection Agency requirements by adhering to all requirements set forth in the 2015 UST Regulations. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

d) *Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

No Impact. The Project Site was not found on the list of hazardous materials sites complied pursuant to Government Code Section 65962.5 by the California Department of Toxic Substances Control's EnviroStor data management system.[16] EnviroStor tracks cleanup, permitting, enforcement and investigation efforts at hazardous waste facilities and sites with known or suspected contamination issues. A Phase I Environmental Assessment report, dated April 14, 2022, was prepared for the Project Site by Robin Environmental Management (see Appendix H for report). The assessment revealed no evidence of apparently significant

[16] California Department of Toxic Substances Control. EnviroStor database. Accessed March 24, 2022.

environmental concern or recognized environmental conditions in connection with the property. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

e) *For a project located within an airport land use plan or, where such a plan had not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?*

Less than Significant Impact. The closest airport to the Project Site is the Palmdale Regional Airport/United States Air Force (USAF) Plant 42, with associated airport runways located as close as approximately 2.84 miles north of the Project Site. The Project Site is not located within an airport-influenced air or noise contour (65 CNEL) overlay.[17] Therefore, the Proposed Project would not result in excessive noise for people residing in the area. The tallest primary structure is the proposed grocery store, which would be 29 feet tall. Furthermore, the Project Site is not located within an Accident Potential Zone nor an Air Installations Compatible Use Zone. The Proposed Project would not result in a substantial safety hazard related to airports. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

f) *Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

Less than Significant Impact. The Project Site is vacant and does not contain any emergency facilities. The Proposed Project is required to dedicate seven feet of right-of-way along the East Avenue R frontage to complete the ultimate half width improvements of 57 feet from centerline. As part of the right-of-way dedication, sufficient right-of-way for a corner cutoff shall be provided at the intersection of East Avenue R and 25th Street East. In addition, a dedication of an additional two feet of right-of-way along the 25th Street East frontage to complete the ultimate half width improvements of fifty-two feet from centerline would also be required. The proposed drive-through carwash would provide a designated queuing reservoir that does not block aisles, driveways, or access to parking spaces. Moreover, the Proposed Project would provide 40 parking spaces, which is more than the required 34 spaces (based on 25 spaces for the first 5,000 square-feet; plus 4 spaces/1,000 square-feet above 5,000 square-feet). As such, project vehicles are not anticipated to park off-site and interfere with the public right-of-way. Site access for operations would be subject to approval of the Site Plan review by the City. Therefore, less than significant impacts are anticipated, and no mitigation measures are required.

g) *Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?*

Less than Significant Impact. The Project Site is not located within a fire hazard area. In addition, the Proposed Project shall comply with the 2022 California Fire Code. Moreover, the Proposed Project is subject to all conditions of approval required by the LACFD, such as installing four public fire hydrants on the Project Site. The Proposed Project would provide a minimum setback of 20 feet that is fully landscaped along the north, east, and south boundaries. The western boundary of Parcel 2 would have a minimum setback of five feet.

[17] Los Angeles County Airport Land Use Commission. Los Angeles County Airport Land Use Plan. Palmdale Airport/USAF Plant 42 Airport Influence Area. May 13, 2003.

New development projects are required to comply with applicable fire protection and prevention requirements for construction, access, water mains, fire flows, and fire hydrants. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

3.10 HYDROLOGY AND WATER QUALITY

10.	HYDROLOGY AND WATER QUALITY. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Violate any water quality standards or waste discharge requirements, or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
(b)	Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
(c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
	i) Result in a substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
	ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flood on- or off-site;	☐	☐	☒	☐
	iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
	iv) Impede or redirect flood flows?	☐	☐	☒	☐
(d)	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
(e)	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Impact Analysis

a) Would the project violate any water quality standards or waste discharge requirements, or otherwise substantially degrade surface or ground water quality?

Less than Significant Impact. The Proposed Project would disturb approximately 110,657 square-feet and is therefore subject to the NPDES permit requirements. The State of California is authorized to administer various aspects of the NPDES. Construction activities covered under the State's General Construction permit (CGP) include removal of vegetation, grading excavating, or any other activity that causes the disturbance of at least one acre. The CGP requires recipients to reduce or eliminate non-storm water discharges into stormwater systems, and to develop and implement a SWPPP.

A preliminary Hydrology and Low Impact Development (LID) report was prepared for the entire Project Site (Parcels 1 and 2), by Blue Engineering and Consulting, Inc. in October 2023 (see Appendix I for report). This project falls under designated projects for LID purposes. The category is in redevelopment projects, which are developments that result in creation or additional or replacement of either 10,000 square feet or more of impervious surface area on a site.
Source control measures that will be implemented are as follow:

- Storm Drain Message and Signage (S-1)
- Landscape Irrigation Practices (S-8)
- Building Materials (S-9)

Non-Structural Source Control BMPs that will be implemented are as follows:

- Education for property owner
- Activity Restrictions
- Common Area Landscape Management
- Common Area Litter Control

With implementation of these BMPs, the Proposed Project would not violate any water quality standards or waste discharge requirements, or otherwise substantially degrade surface or ground water quality. No significant impacts are identified or anticipated, and no mitigation measures are required.

c) *Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*

Less than Significant Impact. The Palmdale Water District (PWD) would provide potable water for the Proposed Project. PWD's water supplies include imported water, local and regional supplies, groundwater, and recycled water. Groundwater is pumped from the Antelope Valley Groundwater Basin and has accounted for an average of 35 percent of PWD's supplies since 2016. Per the 2016 Antelope Valley Groundwater Basin judgment, PWD will begin receiving a groundwater production right of 2,770 acre-feet per year (AFY) starting in 2023. PWD is also temporarily entitled to a share of a federal groundwater right, of up to 1,450 AFY until 2025. Population projections are based on the PWD Water Master Plan Draft Report. Projections were determined by using Southern California Association of Governments (SCAG) growth percentages for the City of Palmdale and applying them to the population recorded in the 2010 census within the PWD boundary.

The land use data of the remaining undeveloped parcels within the PWD service area was analyzed to develop a ratio of undeveloped residential acreage to undeveloped commercial, industrial, and landscape acreages. Based on the land use classifications of the remaining undeveloped parcels within the PWD service area, for every one acre of residential area developed, approximately 0.34 acres of commercial, 0.03 acres of industrial, and 0.03 acres of landscape irrigation area will develop.[18]

[18] Kennedy Jenks. Palmdale Water District 2020 Urban Water Management Plan. June 25, 2021.

The Proposed Project is the development of a ten-island fueling station, a 7,258-square-foot grocery store, and a 2,127-square-foot drive-through carwash. The Proposed Project includes approximately 37,417 square feet of irrigated landscaping. The Proposed Project includes a Tentative Parcel Map (TPM) to subdivide the Project Site into two parcels. Development would occur on the proposed approximately 110,657-square-foot eastern parcel (Parcel 2) of the Project Site. The Proposed Project is anticipated to have a water demand of 1.5 acre-feet per year (AFY), based on a commercial demand factor of 0.60 AFY per acre.[19]

The Project Site is currently vacant and undeveloped. With implementation of the Proposed Project, the Project Site would be developed with impervious surface, buildings, and landscape. Implementation of the project BMPs would ensure that stormwater discharge does not substantially alter the existing drainage pattern or degrade water quality. Stormwater runoff from the proposed development will be collected in an on-site storm drain and directed to a bioretention area located on the northern portion of the Project Site. Therefore, the Proposed Project is not anticipated to have a substantial impact on groundwater supplies or interfere substantially with groundwater recharge.

Less than significant impacts are identified or anticipated, and no mitigation measures are required.

d) *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:*

i) result in substantial erosion or siltation on- or off-site

Less than Significant Impact. Erosion is the process by which soils are removed from the Project Site most commonly by wind or water. Erosion is more likely to occur if soils are left unprotected. The Project Site is currently undeveloped. The hazard of soil erosion would be reduced after construction of the Proposed Project by protecting soil via landscaping and directing stormwater runoff to bioretention system. NPDES permit requirements address the control of erosion and siltation. This includes the CGP which requires the effective implementation of erosion control measures. The RWQCB conducts inspections and enforces the CGP at construction sites. A SWPPP is required for construction of the Proposed Project and will include a list of Best Management Practices (BMPs) to avoid and minimize soil erosion. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

ii, iii, iv) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources or polluted runoff; or impede or redirect flood flows

Less than Significant Impact. The entire Project Site property (consisting of Parcel 1 and Parcel 2) comprises two drainage areas. Drainage Area (DA) 2 would be developed with the Proposed Project. DA-2 drains from the southwest corner of the area to the northeast corner. There is no off-site runoff flowing onto the Project Site.

[19] Kennedy Jenks. Palmdale Water District 2020 Urban Water Management Plan – Table 2-4 "Unit Demand Factors." June 25, 2021.

Under proposed conditions, the general existing drainage patterns would be maintained. To address stormwater management and mitigate potential runoff issues associated with the increased impervious surface, the Proposed Project includes two underground corrugated metal pipe (CMP) detention/infiltration basins. These basins are designed to temporarily store stormwater runoff, allowing for infiltration into the ground and reducing peak flow rates downstream. These basins serve to attenuate peak flows, improve water quality, and mitigate potential flooding or erosion issues associated with the development.

Basin-2 will serve DA-2 (see Figure 4 – Proposed Drainage). Runoff from each drainage area is directed to proposed catch basins equipped with filter inserts. From there, the runoff passes through the filter inserts into proposed storm drainpipes. Finally, the runoff is discharged into the underground CMP basins. The proposed underground CMP basins are designed to accommodate the increase in runoff due to the Proposed Project. They are sized to meet the requirements for LID stormwater treatment volumes and the required mitigation volumes for the development.

The outlet pipe of the CMP basins is sized using orifice control. The outlet peak flow is designed to be equal to or less than the pre-development condition. In the event of excess flow, a babbler basin overflow is used. The overflow directs excess runoff to the parkway drains and ultimately to the public streets.

The increase in discharge and volume from the Proposed Project will be fully retained and infiltrated into the ground. Any overflow will be discharged onto 25th Street East and Avenue R via parkway drains. The Proposed Project's stormwater management strategies will prevent adverse effects on individuals, downstream properties, or existing drainage.

Therefore, no significant impacts are identified, and no mitigation measures are required.

d) *Would the project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?*

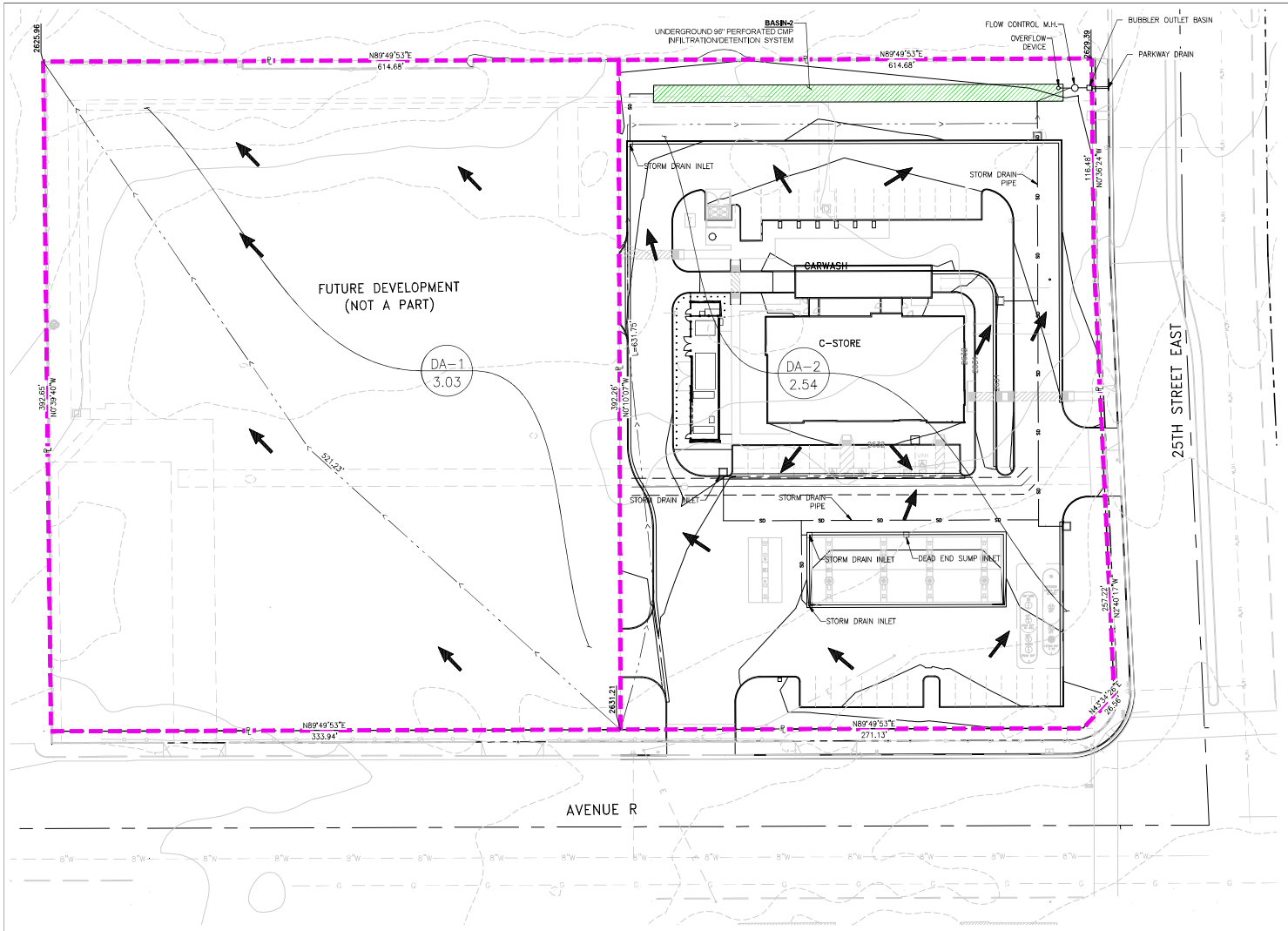
Less than Significant Impact. Due to the inland distance from the Pacific Ocean (approximately 70 miles) and any other significant body of water, tsunamis and seiches are not potential hazards in the vicinity of the Project Site. The Project Site is within Flood Zone X, which is an area with 0.2 percent annual chance flood.[20] This zone corresponds to a 500-year floodplain, which is an area of minimal flood hazard.[21] Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

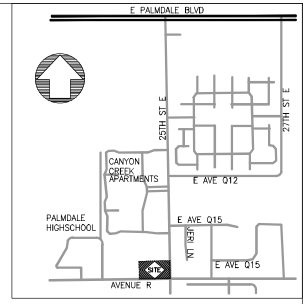
e) *Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?*

Less than Significant Impact. The Proposed Project would disturb approximately 110,657 square feet of undeveloped land and is therefore subject to the NPDES permit requirements. The State of California is authorized to administer various aspects of the NPDES. Construction activities covered under the State's CGP include removal of vegetation, grading excavating, or any other activity that causes the disturbance of at least one acre. The CGP requires recipients to reduce or eliminate non-storm water discharges into stormwater

[20] Federal Emergency Management Agency. National Flood Hazard Layer. Accessed July 19, 2022.
[21] Definitions of FEMA Flood Zone Designations.
https://efotg.sc.egov.usda.gov/references/public/NM/FEMA_FLD_HAZ_guide.pdf

systems, and to develop and implement a SWPPP. As stated previously, the Proposed Project would neither interfere with groundwater recharge nor have water demand not anticipated by the UWMP. Less than significant impacts are identified or anticipated, and no mitigation measures are required.

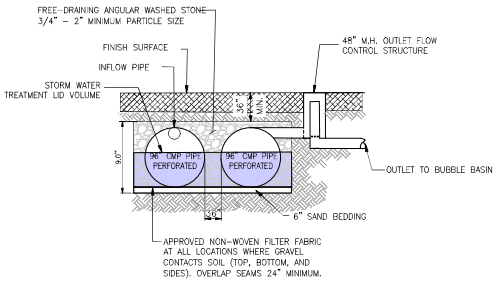




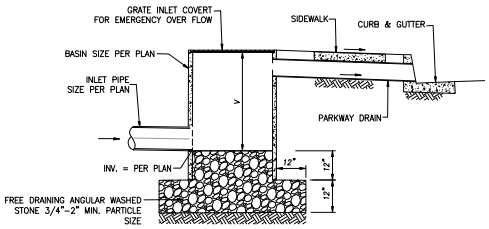
VICINITY MAP
N.T.S.

LEGEND

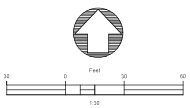
- FLOW LINE
- FLOW DIRECTION
- DRAINAGE AREA BOUNDARY
- # / X.XX — DRAINAGE AREA DESIGNATION / DRAINAGE AREA
- BEST MANAGEMENT PRACTICES (BMP)



96" CMP INFILTRATION/DETENTION SYSTEM SECTION
NOT TO SCALE



BUBBLE OUT BASIN SECTION DETAILS
N.T.S.



DESIGNED BY: MG DRAWN BY: JO CHECKED BY: AC	SEAL-DESIGN ENGINEER No. 87222 CIVIL STATE OF CALIFORNIA	BLUE Engineering & Consulting, Inc 9320 BASELINE RD, STE. D • RANCHO CUCAMONGA, CA 91701 PHONE: 909-948-9557 • INFO@BLUEENG.COM WWW.BLUEENG.COM PLANS PREPARED UNDER THE SUPERVISION OF: ANGEL CESAR, P.E. 87222 EXP. 9/30/23 DATE	REV.	REVISION DESCRIPTION	BY	DATE	CITY OF PALMDALE NWC 25TH ST. EAST & AVE R. REVIEWED BY: DATE XXXXXXXXXX P.E. NO. C-XXXXX EXP. DATE XX-XX-XXXX	POST-DEVELOPMENT HYDROLOGY NEW BEYOND MARKET & CARWASH DEVELOPMENT CONDITIONAL USE PERMIT	CUP: LDP: DATE: May 15, 2024 SHEET 5 OF 5 SHEETS PROJECT NUMBER:

Plans Prepared On: 5/15/2024

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PROPOSED DRAINAGE

Beyond Market & Carwash Development
City of Palmdale, California

LILBURN CORPORATION

FIGURE 4

3.11 LAND USE AND PLANNING

11.	LAND USE/PLANNING Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Physically divide an established community?	☐	☐	☐	☒
(b)	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Impact Analysis

a) Would the project physically divide an established community?

No Impact. The Proposed Project is the development of a commercial center on a currently vacant property. The Project Site is surrounded by a school to the west; an apartment complex to the north; single-family residences and 25th Street East to the east; and East Avenue R, a church, and single-family residences to the south. The physical division of an established community is typically associated with the construction of a linear feature, such as a major highway or railroad tracks, or removal of a means of access, such as a local road or bridge, which would impair mobility in an existing community or between a community and an outlying area. The Proposed Project does not include the construction of a linear feature. Therefore, the Proposed Project would neither physically divide an established community nor cause a significant environmental impact due to conflict with any land use plans or policies. No impacts are identified or anticipated, and no mitigation measures are required.

b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than Significant Impact. The Project Site is within the Mixed Use 2 land use designation and zone. The Proposed Project requires approval of a General Plan Amendment and Zone Change to change the existing land use designation and zoning to Neighborhood Commercial (NC). The NC zone is intended to foster convenience-type retail, neighborhood offices, and service activities that serve the daily needs of the immediate neighborhood. This zoning designation includes supermarkets, restaurants, apparel stores, small hardware stores, banks, offices, and similar uses. This zone also provides gathering places for the residents of surrounding neighborhoods and are ideal locations for local transit stops (including but not limited to bus stations and carsharing pods). This zone implements the Neighborhood Commercial General Plan land use designation.

The Proposed Project is the development of a ten-island fueling station, a 7,258-square-foot grocery store, and a 2,127-square-foot drive-through carwash facility. The fueling station and carwash uses of the Proposed Project are permitted within the NC zone, subject to a CUP and SPR. The proposed grocery store is a permitted use within the NC zone. There would be no environmental impacts associated with the Proposed Project as demonstrated in this Initial Study. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

3.12 MINERAL RESOURCES

12.	MINERAL RESOURCES Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
(b)	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Impact Analysis

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b) Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. The Project Site is neither located within a mineral resource location nor a mineral resource extraction area.[22] Furthermore, the property is currently surrounded by developed land on all sides: a school to the west; an apartment complex to the north; single-family residences and 25th Street East to the east; and East Avenue R, a church, and single-family residences to the south, making use of the site for mineral extraction infeasible. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

3.13 NOISE

13.	NOISE Would the project result in:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
(b)	Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
(c)	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

[22] Rincon Consultants, Inc. City of Palmdale 2045 General Plan Update Draft Environmental Impact Report. July 2022.

Impact Analysis

a) *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Less than Significant with Mitigation Incorporated. A Noise Impact Analysis, dated September 26, 2022 and revised December 21, 2023, was prepared for the Proposed Project by Ganddini Group, Inc. (see Appendix J for report). The unit of measurement used to describe a noise level is the decibel (dB). The human ear is not equally sensitive to all frequencies within the sound spectrum. Therefore, the "A-weighted" noise scale, which weights the frequencies to which humans are sensitive, is used for measurements. Noise levels using A-weighted measurements are written dB(A) or dBA. Noise standards for land use compatibility are stated in terms of the Community Noise Equivalent Level (CNEL) and the Day-Night Average Noise Level (DNL). CNEL is a 24-hour weighted average measure of community noise. CNEL is obtained by adding five decibels to sound levels in the evening (7:00 PM to 10:00PM), and by adding ten decibels to sound levels at night (10:00 PM to 7:00 AM). This weighting accounts for the increased human sensitivity to noise during the evening and nighttime hours. DNL is a very similar 24-hour average measure that weights only the nighttime hours. The equivalent continuous noise level, Leq, is a level of steady state sound that in a stated time period, and a stated location, has the same A-weighted sound energy as the time-varying sound.

Construction Impacts

The existing multi-family residential use property lines located adjacent to the north; the existing single-family residential use property lines located approximately 100 feet to the east, 175 feet to the southeast, and 100 feet to the south; the existing school use property line located adjacent to the west; and the existing church use property line located approximately 100 feet to the south of the Project Site boundaries may be affected by short-term noise impacts associated with construction noise.

Modeled unmitigated construction noise levels reached 76 dBA Leq at the nearest multi-family residential property line to the north of the Project Site, up to 63 dBA Leq at the nearest single-family residential property line to the northeast of the Project Site, up to 73 dBA Leq at the nearest single-family residential property line to the east of the Project Site, up to 69 dBA Leq at the nearest single-family residential property line to the southeast of the Project Site, up to 72 dBA Leq at the nearest single-family residential property line to the south of the Project Site, up to 72 dBA Leq at the nearest church property line to the south of the Project Site, up to 61 dBA Leq at the nearest single-family residential property line to the southwest of the Project Site, and up to 68 dBA Leq at the nearest school property line to the west of the Project Site. Construction noise sources are regulated within Palmdale Municipal Code Section 8.28.030 which prohibits construction activities after 8:00 PM or before 6:30 AM, in any residential zone or within 500 feet of any residence, hotel, motel or recreational vehicle park. Project construction will not occur outside of the hours outlined as "exempt" in PMC Section 8.28.030 and therefore, will not result in or generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance.

The following BMPs will be included on the project plans and any related contract specifications. Construction noise impacts would be less than significant.

1. All construction equipment whether fixed or mobile, will be equipped with properly operating and maintained mufflers, consistent with manufacturer standards.
2. All stationary construction equipment will be placed so that emitted noise is directed away from the noise sensitive receptors nearest the Project Site.
3. As applicable, all equipment shall be shut off when not in use.
4. To the degree possible, equipment staging will be located in areas that create the greatest distance between construction-related noise and vibration sources and existing sensitive receptors.
5. Jackhammers, pneumatic equipment, and all other portable stationary noise sources will be directed away and shielded from existing residences in the vicinity of the Project Site. Either one-inch plywood or sound blankets can be utilized for this purpose. They should reach up from the ground and block the line of sight between equipment and existing residences. The shielding should be without holes and cracks.
6. No amplified music and/or voice will be allowed on the Project Site.
7. Haul truck deliveries will not occur outside of the hours presented as exempt for construction per PMC Section 8.28.030.

Off-Site Construction

Construction truck trips would occur throughout the construction period. Given the Project Site's proximity to the State Route 138 and State Route 14, it is anticipated that vendor and/or haul truck traffic would take the most direct route to the appropriate freeway ramps. According to the Federal Highway Administration (FHWA), the traffic volumes need to be doubled in order to increase noise levels by 3 dBA CNEL. The estimated existing average daily trips along East Avenue R range between 12,100 to 14,300 average daily vehicle trips and along 25th Street East range between 5,700 to 12,600 average daily vehicle trips. Project construction is expected to generate up to approximately 148 vehicle trips per day (7.5 for worker trips and 140 for hauling trips). Therefore, the addition of project vendor/haul trucks and worker vehicles per day along off-site roadway segments would not be anticipated to result in a doubling of traffic volumes. Off-site project generated construction vehicle trips would result in a negligible noise level increase and would not result in a substantial increase in ambient noise levels.

<u>Noise Impacts Due to Project Operation</u>

Operational Noise – Vehicle Trips

The Proposed Project is expected to generate approximately 4,656 new average daily trips (with pass-by reduction) with 171 trips during the AM peak-hour and 209 trips during the PM peak-hour. Modeled Existing traffic noise levels range between 68-76 dBA CNEL at the right-of-way of each modeled roadway segment; and the modeled Existing Plus Project traffic noise levels range between 68-76 dBA CNEL at the right-of-way of each modeled roadway segment. Project generated vehicle traffic is anticipated to increase the noise between approximately 0.06 to 0.74 dBA CNEL and would not result in significant increases in ambient noise levels. The impact would be less than significant. No mitigation is required.

Operational Noise – On-Site Noise sensitive land uses that may be affected by project operational noise include the existing residential dwelling units to the north, south and east, and Palmdale High School to the west. Modeled peak hour project operational noise is

expected to range between 53 and 68 dBA CNEL at the residential land uses. This exceeds the City's Maximum Acceptable Noise Levels criteria of 65 dBA CNEL. With the addition of a 6-foot concrete wall along the northern project property line, operational noise levels at residential land uses would all fall below the City's criteria of 65. Impacts would be less than significant with implementation of Mitigation Measure N-1. In addition, the car wash use shall operate daily between the hours of 7:00 AM to 9:00 PM.

Operational noise levels at Palmdale High School, west of the Project Site would not exceed 54 dBA CNEL and therefore will not exceed 45 dBA CNEL at classrooms. Typical construction provides approximately 20 dB of exterior to interior noise reduction and classroom portables can be expected to provide at least 15 dB of exterior to interior noise levels as long as HVAC is provided, allowing a window closed condition.

Existing measured ambient noise levels at the sensitive receptor locations ranged between 52 and 68 dBA CNEL at nearby properties. Without mitigation, the Proposed Project may increase ambient noise levels by up to 11.7 dBA CNEL at the northern property line shared with multiple family residential development. With implementation of Mitigation Measure N-1, the increase in ambient noise levels would be less than one dB. Therefore, less than significant impacts are anticipated with implementation of Mitigation Measure N-1.

Mitigation Measure N-1:

A concrete wall, six feet in height, shall be installed along the northern project boundary.

With incorporation of Mitigation Measure N-1, the Proposed Project would not result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the City Municipal Code.

b) Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

Less than Significant Impact. Vibration amplitudes are usually expressed as either peak particle velocity (PPV) or the root mean square (RMS) velocity. The PPV is defined as the maximum instantaneous peak of the vibration signal in inches per second. The RMS of a signal is the average of the squared amplitude of the signal in vibration decibels (VdB), ref one micro-inch per second. The Federal Railroad Administration uses the abbreviation "VdB" for vibration decibels to reduce the potential for confusion with sound decibel.

Architectural Damage

0.5 in/sec is the threshold at which there is a risk to "architectural" damage to modern industrial/commercial buildings, 0.25 in/sec for historical structures, and a PPV level of 0.3 in/sec for older residential structures. The nearest off-site structures, to the portion of the Project Site where construction is to occur, include the multi-family residential dwelling units located as close as approximately 38 feet to the north of the project's northern property line, the single-family residential dwelling units located as close as approximately 115 feet to the east of the project's eastern property line and 106 feet to the south of the project's southern property line, and the school structures located as close as approximately 355 feet to the west (solar carports) and 389 feet to the northwest (buildings) of the project's western property line. Temporary vibration levels associated with project construction would not exceed the threshold

at which there is a risk to "architectural" damage to older residential structures of a PPV of 0.3 in/sec or industrial/commercial buildings of a PPV of 0.5 in/sec. The project does not propose any non-construction related sources of ground-borne vibration. Temporary vibration levels associated with project construction would be less than significant.

Annoyance to Persons

Groundborne vibration becomes distinctly perceptible to sensitive receptors at a level of 0.04 in/sec PPV and severely perceptible at a level of 0.1 in/sec PPV. Operation of a vibratory roller may result in groundborne vibration levels of up to 0.1 at a distance of 41 feet and a large bulldozer at a distance of 23 feet. Therefore, project construction could cause annoyance to the residential uses to the north of the Project Site. However, potential annoyance would only occur when a vibratory roller, or other similar vibratory equipment, is utilized within three feet of the property line in proximity to the residential dwelling unit to the north. Therefore, annoyance will be short-term and will occur only during site grading and preparation which will be limited to daytime hours. Impacts are less than significant.

Operation of the Proposed Project will involve the movement of passenger vehicles and trucks. Driving surfaces of the Proposed Project will be paved and will generally be smooth. Loaded trucks generally have a PPV of 0.076 at a distance of 25 feet (Caltrans 2020). Groundborne vibration levels associated with passenger vehicles are much lower. The movement of vehicles on the Project Site would not result in the generation of excessive groundborne vibration or groundborne noise.

In conclusion, the Proposed Project would not project result in generation of excessive groundborne vibration or groundborne noise levels. No significant impacts are identified or anticipated, and no mitigation measures are required.

c) *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

Less than Significant Impact. The closest airport to the Project Site is the Palmdale Regional Airport/United States Air Force (USAF) Plant 42, with associated airport runways located as close as approximately 2.84 miles north of the Project Site. The Project Site is not located within an airport influence air, noise contour (65 CNEL) overlay,[23] or an air installation compatible use zone.[24] Therefore, the Proposed Project would not result in excessive noise for people residing in the area. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

[23] Los Angeles County Airport Land Use Commission. Los Angeles County Airport Land Use Plan. Palmdale Airport/USAF Plant 42 Airport Influence Area. May 13, 2003.
[24] Rincon Consultants, Inc. City of Palmdale 2045 General Plan Update Draft Environmental Impact Report. July 2022.

3.14 POPULATION AND HOUSING

14.	POPULATION AND HOUSING. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
(b)	Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Impact Analysis

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less than Significant Impact. The Proposed Project is the development of a fueling station, grocery store, and car wash facility. The Proposed Project would require approximately 12 employees. With a 6.9 percent unemployment rate,[25] employees would be expected to come from the local labor pool. Construction activities would be temporary and would not attract new employees to the area. The Project Site is within the Mixed Use 2 (MU 2) land use designation and zone. The Proposed Project requires approval of a General Plan Amendment and Zone Change to change the existing land use designation and zone to Neighborhood Commercial (NC). The Proposed Project does not involve construction of new homes so it would not induce local population growth. No significant adverse impacts are identified or anticipated, and no mitigation measures are required.

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. The Project Site is currently vacant and does not contain any residential housing. Implementation of the Proposed Project would not require the construction of replacement housing elsewhere. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

[25] http://www.laalmanac.com/employment/em03.php; Accessed 9.29.22

3.15 PUBLIC SERVICES

15.	**PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:**	**Potentially Significant Impact**	**Less than Significant With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
(a)	Fire Protection?	☐	☐	☒	☐
(b)	Police Protection?	☐	☐	☒	☐
(c)	Schools?	☐	☐	☒	☐
(d)	Parks?	☐	☐	☐	☒
(e)	Other public facilities?	☐	☐	☒	☐

Impact Analysis

a) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection?*

Less than Significant Impact. The City of Palmdale works with the Los Angeles County Fire Department (LACFD) to identify fire protection needs and secure new sites for fire facilities. LACFD Station 131, located at 2629 E Avenue S, is approximately one mile south of the Project Site. New development projects are required to comply with applicable fire protection and prevention requirements for construction, access, water mains, fire flows, and fire hydrants. In addition, the Proposed Project is subject to all conditions of approval required by the LACFD. Palmdale Municipal Code requires development applicants to pay development impact fees to mitigate the impacts of that development on the City's existing fire protection facilities.[26] The Project Applicant will be required to pay a mitigation fee to support the demand for increased fire protection services from the Proposed Project. Therefore, less than significant adverse impacts are identified or anticipated, and no mitigation measures are required.

b) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for police protection?*

Less than Significant Impact. The City of Palmdale is contracted with the Los Angeles County Sheriff's Department (Sheriff's Department) for law enforcement services. The Palmdale Sheriff's Station, located at 750 East Avenue Q, is approximately 1.8 miles northwest

[26] Rincon Consultants, Inc. City of Palmdale 2045 General Plan Update Draft Environmental Impact Report. July 2022.

of the Project Site. The development of the Proposed Project could increase the demand for police services in the local area when compared to existing conditions. The Project Applicant would be required to pay a development impact fee. Payment of the development impact fee would be used to meet the demand for police protection services. Furthermore, the Proposed Project is subject to review and approval by the Sheriff's Department. Therefore, less than significant adverse impacts are identified or anticipated, and no mitigation measures are required.

c) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for schools?*

Less than Significant Impact. The Project Site is located within the boundaries of the Antelope Valley Union High School District and Palmdale School District. The increase in employment from the Proposed Project is anticipated to be fulfilled by the local labor pool. The Proposed Project does not include the development of new housing. It is not anticipated to result in an increase in population growth within the area, and therefore would not increase the number of students. Proposed developments within the City are subject to development impact fees, which pursuant to California Government Code Section 65995, payment of these fees by a developer serves to mitigate all potential impacts on school facilities that may result from implementation of a project to a less-than-significant level.[27] The Project Applicant will be required to pay applicable development fees in support of public school facilities. This fee will be sufficient to mitigate potential impacts of the Proposed Project on schools. Therefore, less than significant adverse impacts are identified or anticipated, and no mitigation measures are required.

d) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for parks?*

No Impact. A significant impact generally occurs if a proposed development includes substantial population growth through residential development that could generate an increased demand for recreational and park facilities. No increase in the City's population is anticipated from the implementation of the Proposed Project. Therefore, there would be no need for new or physically altered park facilities. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

e) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for other public facilities?*

[27] Rincon Consultants, Inc. City of Palmdale 2045 General Plan Update Draft Environmental Impact Report. July 2022.

Less than Significant Impact. The Proposed Project is not anticipated to have a significant impact on public facilities/services because an increase in the City's population is not anticipated with the Proposed Project. In addition, Palmdale imposes Development Impact Fees (Palmdale Municipal Code Chapter 3.45) for public facilities in order to mitigate environmental impacts that derive from projects. The fees would be imposed on applicable residential and non-residential developments, and funds collected via these fees would be used to construct, expand, or rehabilitate public facilities within the City.[28] The Project Applicant's payment of development impact fees will mitigate any potential impacts on public services. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

3.16 RECREATION

16.	RECREATION. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
(b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Impact Analysis

a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

No Impact. The Proposed Project does not include the development of new housing that would contribute to an increase in the local population. The implementation of the Proposed Project is not expected to lead to substantial population growth. As a result, the Proposed Project would not lead to substantial physical deterioration of neighborhood and regional parks or other recreational facilities. It would not require the construction or expansion of parks or other recreational facilities to meet demands. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

No Impact. The Proposed Project does not include or require the construction or expansion of recreational facilities to meet the demands of residential development. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

[28] Rincon Consultants, Inc. City of Palmdale 2045 General Plan Update Draft Environmental Impact Report. July 2022.

3.17 TRANSPORTATION

17.	TRANSPORTATION. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadways, bicycle and pedestrian facilities?	☐	☐	☒	☐
(b)	Conflict or be inconsistent with CEQA Guidelines s § 15064.3, subdivision (b)?	☐	☐	☒	☐
(c)	Substantially increase hazards due to a geometric design feature (e. g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
(d)	Result in inadequate emergency access?	☐	☐	☒	☐

Impact Analysis

a) *Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadways, bicycle and pedestrian facilities?*

Less than Significant Impact. The Circulation and Mobility Element of the General Plan presents the approach to transportation, addressing access and mobility within the city. It provides a roadway classification system, corresponding cross-sections, and recommended future networks for motor vehicles, walking, biking, riding transit, and the movement of freight. A Traffic Impact Analysis (TIA), dated November 23, 2022, was prepared for the original project site plan (June 16, 2023) by Ganddini Group, Inc.(see Appendix K for the report). As concluded in the TIA, the original project was forecast to generate a total of approximately 5,685 new daily trips. A Project Trip Generation technical memorandum, dated November 20, 2023, was prepared to evaluate the change in trip generation that can be expected between the original project site plan (June 16, 2022) and the revised project site plan (October 6, 2023) (see Appendix L). To more accurately forecast the pass-by trips that occur for a 24-hour day, the daily pass-by calculation changed from a sum of peak hours trips (as what was utilized in the 2022 TIA for the original project) to one-half of the average of the peak hour rates applied to the daily trips (utilized for the trip generation comparison). As stated in the technical memorandum, the Proposed Project is forecast to generate a total of approximately 4,656 new daily trips, including 171 new trips during the AM peak hour and 209 new trips during the PM peak hour. It would generate approximately 310 more daily trips compared to the original project, including 16 more trips during the AM peak hour and 24 more trips during the PM peak hour. The following details how the Proposed Project would be consistent with the relevant policies of the General Plan Circulation and Mobility Element:

Policy CM-2.4: Prioritize multimodal infrastructure that connects existing development with future infill development areas (i.e., gap closure projects).
Consistent: The Proposed Project is an infill project. A bus shelter and trash can are proposed on East Avenue R, near the southwest corner of Parcel 2.

Policy CM-2.6: Review the truck route network periodically and update as necessary to minimize impacts on residential neighborhoods while accommodating needs of commercial/industrial uses.
Consistent: The nearest truck route to the Project Site is Palmdale Boulevard/SR 188, located approximately 0.4 mile north of the Project Site. As the Project Site is located in an area that is predominantly residential, project trucks may pass residential areas. However, 25th Street E and East Avenue R are both classified as crosstown roads,[29] which focus on through traffic. Furthermore, as the Project Site is near the freeway entrance, impacts to residential neighborhoods are not anticipated to be significant.

Policy CM-3.1: Make public transit a convenient and reliable option for daily trip making on a local and regional basis.
Consistent: The Applicant would coordinate with Antelope Valley Transit Authority (AVTA) to ensure the Proposed Project does not interfere with transit service. Moreover, the Proposed Project would provide a bus shelter and trash can on East Avenue R, near the southwest corner of Parcel 2.

Policy CM-5.5: Install secure short- and long-term bicycle parking near key destinations, civic buildings, and transit facilities.
Consistent: The Proposed Project would provide a bus shelter on East Avenue R, near the southwest corner of Parcel 2. It would provide on-site pedestrian facilities that would connect to the existing off-site sidewalks and bicycle parking spaces.

Policy CM-8.3: Ensure that right-of-way is reserved wherever possible to implement the mobility network.
Consistent: The applicant will be required to dedicate an additional seven feet of right-of-way along the East Avenue R frontage to complete the ultimate half width improvements of 57 feet from centerline. The applicant will be required to dedicate an additional 2 feet of right-of-way along the 25th Street East frontage to complete the ultimate half width improvements of 52 feet from centerline. As part of the right-of-way dedication, sufficient right-of-way for a corner cutoff shall be provided at the intersection of East Avenue R and 25th Street East.

As demonstrated above, the Proposed Project would be consistent with the Circulation and Mobility Element of the General Plan. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

b) Conflict or be inconsistent with CEQA Guidelines s § 15064.3, subdivision (b)?

Less than Significant Impact. The amended CEQA Guidelines, specifically Section 15064.3, recommend the use of Vehicle Miles Travelled (VMT) as the primary metric for the evaluation of transportation impacts associated with land use and transportation projects. In general terms, VMT quantifies the amount and distance of automobile travel attributable to a project or region.

A VMT Screening Assessment, dated June 24, 2022, was prepared for the Proposed Project by Ganddini Group, Inc. (see Appendix M for report). The County TIA Guidelines identifies

[29] City of Palmdale. Envision Palmdale 2045 – City of Palmdale General Plan. Effective October 22, 2022, Amended on March 15, 2023.

local-serving retail land uses as presumed to have less than significant VMT impacts for the retail portion of the project. For the determination of local serving, the retail land use should not exceed 50,000 square feet of gross floor area. For mixed-use projects with retail land uses less than 50,000 square feet, the remaining portion of the project excluding the retail land use may be subject to further VMT screening or analysis. For projects with retail land uses greater than 50,000 square feet, the project in its entirety will need to evaluate the project's VMT impact. The Proposed Project consists of less than 50,000 square feet of local serving retail uses; therefore, the Proposed Project satisfies the County-established retail Project Site Plan screening criteria and may be presumed to result in a less than significant VMT impact.

Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

c) *Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?*

Less than Significant Impact. The Project Site is not adjacent to windy roads or dangerous intersections. The Proposed Project is the development of a fueling station, grocery store with drive-thru, and a car wash facility on a currently vacant property. The applicant shall construct a raised median on 25th Street East along the project frontage. The proposed access driveways shall be limited to right-turn in and right-turn out only movements. Access restrictions would thereby prevent dangerous left-turn movements into and out of the site. The Proposed Project would include traffic signal modifications at 25th Street East and East Avenue R to accommodate a new southbound right-turn lane. The TIA includes intersection sight distance analysis prepared for the project driveways. Sufficient stopping sight distance and intersection sight distance would be provided for vehicles exiting the project driveway on East Avenue R and the project driveway on 25th Street East with implementation of the recommended landscaping and on-street parking restrictions, as shown on Figures 33 and 34 of the TIA. The Proposed Project would require approval by the City Engineering Division to ensure the Proposed Project does not result in safety hazards. Therefore, less than significant adverse impacts are identified or anticipated, and no mitigation measures are required.

d) *Would the project result in inadequate emergency access?*

Less than Significant Impact. The Proposed Project would be required to provide a designated queuing reservoir that does not block aisles, driveways, or access to parking spaces.[30] As concluded in the TIA, the traffic volumes for project driveways are forecast to operate within the available storage length during the peak hours for the Opening Year (2024) With Project conditions. The proposed raised median on 25th Street East north of East Avenue R would incorporate the necessary storage length of 270 feet during construction of the median. The 25th Street East at East Avenue R intersection northbound left-turn has additional storage length available within the two-way left turn for a total length of approximately 500 feet before the queue would interfere with the upstream intersection. Vehicular access to the Project Site is proposed to be provided by two 40-foot, restricted access driveways. The driveways would be wide enough to allow evacuation and emergency vehicles simultaneous access. The Proposed Project would provide 40 parking spaces. The provided parking stalls would be more than the 34 parking spaces required for the Proposed Project. Therefore,

[30] PMC Section 17.92.010

vehicles are expected to park on-site and would not interfere with off-site traffic. The Proposed Project would require approval by the Los Angeles County Fire Department to maintain adequate emergency access. Therefore, less than significant adverse impacts are identified or anticipated, and no mitigation measures are required.

3.18 TRIBAL CULTURAL RESOURCES

18.	TRIBAL CULTURAL RESOURCES. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section §21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	☐	☐	☐	☐
	i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
	ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

Impact Analysis

i) Would the project cause a substantial adverse change in a listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

Less than Significant with Mitigation Incorporated. The archaeological records search performed by BFSA indicated that the Project Site has been previously studied in 1995 (Romani 1995) and was negative for the presence of previously recorded cultural resources. Archival research has indicated that the property remained vacant until it was developed with a large building (a grocery store with shops) and a paved parking lot between 1973 and 1974. As stated previously, no artifacts, cultural ecofacts, bedrock outcrops, fresh water resources, or other materials related to prehistoric or historic land use were observed during the field survey. No midden soils or cultural resources were observed during the survey. Concrete vaults and one sewer manhole were observed within the project, none of which are historic. Given that 17 cultural resources studies have been conducted within one-half mile of the property and that only one previously recorded cultural resource has been identified as a result of these studies, there is a low potential for archaeological discoveries within the Project Site. Given the results of the field survey, archival research, and institutional records search, no

potential impacts to cultural resources are anticipated from the implementation of the Proposed Project. The potential for unanticipated discovery of archaeological resources will be addressed with the implementation of Mitigation Measure CR-1, as described above.

ii) Would the project cause a substantial adverse change in a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?

Less than Significant with Mitigation Incorporated. California Assembly Bill 52 (AB52) was approved by Governor Brown on September 25, 2014. AB52 specifies that CEQA projects with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource may have a significant effect on the environment. As such, the bill requires lead agency consultation with California Native American tribes traditionally and culturally affiliated with the geographic area of a Proposed Project, if the tribe requested to the lead agency, in writing, to be informed of proposed projects in that geographic area. The legislation further requires that the tribe-requested consultation be completed prior to determining whether a negative declaration, mitigated negative declaration, or environmental impact report is required for a project.

As required by CEQA, AB 52 consultation is performed between the lead government agency and California Native American tribes who have requested notification of projects in their traditional area.

Senate Bill 18 (SB 18) requires cities and counties to conduct consultations with California Native American tribes before the local officials adopt or amend their general plans. These consultations are for preserving or mitigating impacts to Native American historic, cultural, sacred sites, features, and objects located within the city or county.

On July 23, 2024, the City provided notification to the following tribes in accordance with AB52 and SB 18: the Gabrieleno Band of Mission Indians – Kizh Nation, Fernandeno Tataviam Band of Mission Indians (FTBMI), San Fernando Band of Mission Indians, Gabrieleno/Tongva San Gabriel Band of Mission Indians, and Yuhaaviatam of San Manuel Nation.

In an email dated September 6, 2024, the Cultural Resources Management Division of the FTBMI requested the following Mitigation Measures <u>TCR-1 to TCR-3</u> be implemented.

<u>In an email dated August 7, 2024, the YSMN requested Mitigation Measures TCR-4 to TCR-8 be added.</u>

Mitigation Measure TCR-1:

In the Event of an Inadvertent Discovery - If cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards retained by the project applicant shall assess the find. Work on the portions of the Projects outside of the buffered area may continue during this assessment period. Should the find be deemed significant, as defined by CEQA (as amended, 2015), the Project applicant shall retain a professional Tribal Monitor procured by the FTBMI to observe all remaining ground-disturbing activities including, but not limited to, clearing, grading, excavating, digging, trenching, plowing,

drilling, tunneling, quarrying, leveling, driving posts, auguring, blasting, stripping topsoil or similar activity, and archaeological work.

Mitigation Measure TCR-2:

Disposition and Treatment of Inadvertent Discoveries - The Lead Agency and/or applicant shall, in good faith, consult with the FTBMI on the disposition and treatment of any Tribal Cultural Resource encountered during all ground disturbing activities.

Mitigation Measure TCR-3:

In the Event of Inadvertent Discovery, Human Remains - If human remains or funerary objects are encountered during any activities associated with the Project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code shall be enforced for the duration of the Project. Inadvertent discoveries of human remains and/or funerary object(s) are subject to California State Health and Safety Code Section 7050.5, and the subsequent disposition of those discoveries shall be decided by the Most Likely Descendant (MLD), as determined by the Native American Heritage Commission (NAHC), should those findings be determined as Native American in origin.

Mitigation Measure TCR-4:

In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-7, regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.

Mitigation Measure TCR-5:

If significant pre-contact cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-7. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.

Mitigation Measure TCR-6:

If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

Mitigation Measure TCR-7:

The Yuhaaviatam of San Manuel Nation Cultural Resources Management Department (YSMN) shall be contacted, as detailed in TCR-4, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.

Mitigation Measure TCR-8:

Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.

3.19 UTILITIES AND SERVICE SYSTEMS

19.	UTILITIES/SERVICE SYSTEMS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
(b)	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
(c)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
(d)	Generate solid waste in excess of State or local standards or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
(e)	Comply with federal, state, and local management and reduction statutes and regulations related to solid wastes?	☐	☐	☒	☐

Impact Analysis

a) *Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or expansion of which could cause significant environmental effects?*

Less than Significant Impact. The Project Site is located within the jurisdictional boundary of Los Angeles County Sanitation District (LACSD) No. 20. The Proposed Project will connect to existing eight-inch and 12"-inch sewer lines in 25th Street East. A Sewer Demand Study was prepared for the Proposed Project in May 2023 by Blue Engineering & Consulting, Inc. (see Appendix N for report). The report demonstrates that the LACSD standards, average and design flow is met by the proposed on-site sewer laterals that would be sufficient for the Proposed Project's wastewater collection.

The Project Site is within the service area of Palmdale Water District (PWD). The Proposed Project would include construction of 6-inch water laterals connecting to an existing 16-inch water line in 25th Street East. As stated previously, on-site runoff from DA-2 would be directed to a proposed catch basin equipped with filter inserts. From there, the runoff would pass through the filter inserts and into proposed storm drainpipes. Finally, the runoff would be discharged into the underground CMP basin, Basin 2. This basin is designed to temporarily store stormwater runoff, allowing infiltration into the ground and reducing peak flow rates downstream.

Southern California Edison will provide basic electrical services to the Project Site. There are existing electric lines along East Avenue R and 25th Street East that the Proposed Project can connect to.[31] Therefore, development of the Proposed Project would not require the construction or expansion of electric power facilities.

The Project Site would be serviced by Southern California Gas Company's (SoCalGas) existing natural gas distribution system that serves the general area of the Project Site. The City of Palmdale is within the boundaries of the Foothill distribution division and the North Basin transmission division.[32] There are existing gas lines along East Avenue R that the Proposed Project can connect to.

The Proposed Project will be served by Verizon for telecommunication services and Spectrum for cable services. Both companies currently serve the primary built-out project area and have facilities near the Project Site. The Proposed Project would not require or result in the relocation or construction of new or expanded Verizon or Spectrum facilities given that the Project Site is located in a developed area with access to these services.

The Proposed Project is not anticipated to require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electrical power, natural gas, or telecommunications facilities that would cause significant environmental effects.

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[31] City of Palmdale. Interactive MapGuide. Accessed March 25, 2022.
[32] City of Palmdale Public Works Department. Local Hazard Mitigation Plan 2021-2026 Update. September 30, 2021.

No significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

b) *Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal dry and multiple dry years?*

Less than Significant Impact. The Project Site will be serviced by the Palmdale Water District (PWD). PWD's water supplies include imported water, local and regional supplies, groundwater, and recycled water. As a State Water Contractor of the State Water Project (SWP), PWD purchases imported water from the Department of Water Resources (DWR). Each year, PWD receives an annual allotment, which is based on available SWP supplies, with a total maximum contract amount of 21,300 AFY. Since 2010, PWD has received between 13 and 78 percent of their annual allotment. PWD also has a long-term lease agreement with Butte County for up to 10,000 AFY of their SWP.[33]

PWD is actively working with the Sanitation Districts of Los Angeles County (LACSD) to develop recycled water supplies for its service area customers and future groundwater recharge projects. Recycled water will help PWD meet its future water demands. PWD's water supplies are anticipated to be available in a normal year, a single-dry year, and during multiple-dry years.[34]

The land use data of the remaining undeveloped parcels within the PWD service area was analyzed to develop a ratio of undeveloped residential acreage to undeveloped commercial, industrial, and landscape acreages. Based on the land use classifications of the remaining undeveloped parcels within the PWD service area, for every one acre of residential area developed, approximately 0.34 acres of commercial, 0.03 acres of industrial, and 0.03 acres of landscape irrigation area will develop.[35]

The Proposed Project is the development of 10-island fueling station, a 7,258-square-foot grocery store, and a 2,127-square-foot drive-through carwash. The Proposed Project includes a Tentative Parcel Map (TPM) to subdivide the Project Site into two parcels. The development would occur on the proposed approximately 110,657 square feet eastern parcel (Parcel 2) of the Project Site. The Proposed Project is anticipated to have a water demand of 1.5 acre-feet per year (AFY), based on a commercial demand factor of 0.60 AFY per acre.[36] Although the Proposed Project requires approval of a GPA/ZC, the water demand for the Proposed Project is not anticipated to be significantly different from PWD's projections as the MU 2 allows for commercial uses and the Proposed Project includes commercial uses. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

c) *Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

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[33] Kennedy Jenks. Palmdale Water District 2020 Urban Water Management Plan. June 25, 2021.
[34] Kennedy Jenks. Palmdale Water District 2020 Urban Water Management Plan. June 25, 2021.
[35] Kennedy Jenks. Palmdale Water District 2020 Urban Water Management Plan. June 25, 2021.
[36] Kennedy Jenks. Palmdale Water District 2020 Urban Water Management Plan – Table 2-4 "Unit Demand Factors." June 25, 2021.

Less than Significant Impact. The LACSD Nos. 14 and 20 provide sewer service to the City. The Project Site is within the service area of LACSD No. 20. The wastewater flow originating from the Proposed Project will discharge to a local sewer line, which is maintained by the City, for conveyance to the LACSD's 25th Street East trunk sewer, located in 25th Street East, north of East Avenue R. The LACSD's 12-inch diameter trunk sewer has a capacity of 2.2 million gallons per day (mgd) and conveyed a peak flow of 0.4 mgd when last measured in 2017.[37] The wastewater generated by the Proposed Project will be treated at the Palmdale Water Reclamation Plant, which has a capacity of 12 mgd and currently processes an average flow of 9.3 mgd. The expected average wastewater flow from the Proposed Project is 5,579 gallons per day.[38] The project wastewater generated would account for approximately 0.0004 percent of LACSD No. 20's current daily capacity. Therefore, less than significant adverse impacts are identified or anticipated, and no mitigation measures are required.

d) *Would the project generate solid waste in excess of State or local standards or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*

Less than Significant Impact. Solid waste collection services are provided by Waste Management, Inc. Waste from the City is disposed of at a number of solid waste facilities, with the majority of waste disposed at the Antelope Valley Public Landfill. This landfill currently has a maximum permitted throughput of 5,548 tons/day.[39] As of October 31, 2017, the landfill had a remaining capacity of 17,911,25 cubic yards.[40] CalRecycle provides estimates for solid waste generation created by businesses over a certain amount of time. The Proposed Project would require approximately 12 employees. It is anticipated to generate 127 pounds of solid waste per day, or 0.07 tons per day, based on 10.53 pounds per employee per day.[41] The project-generated waste equates to 0.0013 percent of the permitted throughput for the landfill. Waste generated from the Proposed Project is not expected to significantly impact solid waste collection systems. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

e) *Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*

Less than Significant Impact. The purpose of California Assembly Bill 341 is to reduce greenhouse gas emissions by diverting commercial solid waste from landfills by recycling. It mandates businesses and public entities generating four-cubic yards or more of trash to establish and maintain recycling services. The Proposed Project would be required to prepare a Construction Waste Management Plan with a waste diversion rate of 65 percent. This mandatory requirement would ensure that impacts related to construction waste would be less

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[37] Los Angeles Sanitation District. Comment Letter for Conditional Use Permit 22-006, Site Plan Review 22-007. April 28, 2022.
[38] Los Angeles Sanitation District. Comment Letter for Conditional Use Permit 22-006, Site Plan Review 22-007. April 28, 2022.
[39] CalRecycle. SWIS Facility/Site Activity Details for Antelope Valley Public Landfill (19-AA-5624). Accessed April 12, 2022.
[40] CalRecycle. SWIS Facility/Site Activity Details for Antelope Valley Public Landfill (19-AA-5624). Accessed April 12, 2022.
[41] CalRecyle. Commercial Sector Generation Rates. Accessed April 12, 2022.

than significant. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

3.20 WILDFIRE

20.	WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
(b)	Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
(c)	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
(d)	Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐

Impact Analysis

a) Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

Less than Significant Impact. The Project Site is vacant and does not contain any emergency facilities. The Proposed Project is required to dedicate seven feet of right-of-way along the East Avenue R frontage to complete the ultimate half width improvements of 57 feet from centerline. In addition, a dedication of an additional two feet of right-of-way along the 25th Street East frontage to complete the ultimate half width improvements of 52 feet from centerline would also be required. As part of the right-of-way dedication, sufficient right-of-way for a corner cutoff shall be provided at the intersection of East Avenue R and 25th Street East. The proposed drive-through facilities would provide a designated queuing reservoir that does not block aisles, driveways, or access to parking spaces. Moreover, the Proposed Project would provide 40 parking spaces, which is more than the required 34 spaces (25 spaces for the first 5,000 square-feet; plus four spaces/1,000 square-feet above 5,000 square-feet). Therefore, vehicles are expected to park on-site and would not interfere with off-site traffic. The Site access for operations would be subject to approval of the CUP and Site Plan review by the City Engineering Division. Therefore, less than significant impacts are anticipated, and no mitigation measures are required.

b) Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

Less than Significant Impact. The Project Site is not located within a fire hazard area.[42] In addition, the Proposed Project shall comply with the 2022 California Fire Code. Moreover, the Proposed Project is subject to all conditions of approval required by the LACFD, such as installing four public fire hydrants on the Project Site. The Proposed Project would provide a minimum setback of 20 feet that is fully landscaped along the north, east, and south boundaries. The western boundary of Parcel 2 would have a minimum setback of 5 feet as it would connect to future development planned for Parcel 1. New development projects are required to comply with applicable fire protection and prevention requirements for construction, access, water mains, fire flows, and fire hydrants. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

c) Would the Project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

Less than Significant Impact. The Project Site is currently surrounded by developed land on all sides: a school to the west; an apartment complex to the north; single-family residences and East 25th Street to the east; and East Avenue R, a church, and single-family residences to the south. The installation, operation, and maintenance of utilities would comply with fire safety regulations. The building setbacks required for the Proposed Project would minimize the spread of fire within the Project Site, if it were to occur. Fire Apparatus access roads shall be installed and maintained in a serviceable manner prior to and during the time of construction in accordance with Fire Code Section 501.4. The Proposed Project would replace the existing vegetation on-site with impervious surface, buildings constructed in compliance with the CBC, and proper landscaping. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

d) Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability or drainage changes?

Less than Significant Impact. The Project Site and its immediate vicinity are relatively flat and are not subject to post-fire slope instability. The implementation of associated stormwater BMPs will ensure that the Proposed Project appropriately conveys stormwater runoff without affecting upstream or downstream drainage characteristics. As stated previously, the Project Site is neither located in a flood hazard zone nor an area susceptible to landslides. The Proposed Project shall comply with the 2022 California Fire Code. As a result, the Proposed Project will not expose people or structures to significant risks, such as downslope flooding or landslides. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

[42] Rincon Consultants, Inc. City of Palmdale 2045 General Plan Update Draft Environmental Impact Report. July 2022.

3.21 MANDATORY FINDINGS OF SIGNIFICANCE

21.	MANDATORY FINDINGS OF SIGNIFICANCE.	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
(b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects?)	☐	☐	☒	☐
(c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

3.21.1 Impact Analysis

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less than Significant with Mitigation Incorporated. A Biological Resources Assessment report was prepared for the Proposed Project. No State and/or federally listed threatened or endangered species are documented/or expected to occur within the Project Site. Additionally, no plant species with the California Rare Plant Rank (CRPR) of one or two were observed on-site or documented to occur on-site in the relevant databases. No other sensitive species were observed within the Project Site. Because the Project Site and the immediate surrounding area contain habitat suitable for nesting birds, Mitigation Measure BIO-1 should be implemented to ensure there are no potential significant impacts.

As summarized in the Cultural Resources Assessment report, the archaeological records search indicated that the property had been previously studied in 1995 (Romani 1995) and was negative for the presence of previously recorded cultural resources. Archival research has indicated that the property remained vacant until it was developed with a large building (a grocery store with shops) and a paved parking lot between 1973 and 1974. Given the results of the field survey, archival research, and institutional records search, no potential impacts on cultural resources are anticipated with the development of the Proposed Project. However, in

the event that cultural resources are identified during grading, Mitigation Measures CR-1 and CR-2, and TCR-1 to TCR-3 shall be implemented.

b) *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects?)*

Less than Significant Impact. Cumulative impacts are defined as two or more individual effects that, when considered together, are considerable or that compound or increase other environmental impacts. The cumulative impact from several projects is the change in the environment that results from the incremental impact of the development when added to the impacts of other closely related past, present, and reasonably foreseeable or probable future developments. Cumulative impacts can result from individually minor, but collectively significant, developments taking place over a period. The CEQA Guidelines, Section 15130 (a) and (b), states:

> *(a) Cumulative impacts shall be discussed when the project's incremental effect is cumulatively considerable.*
>
> *(b) The discussion of cumulative impacts shall reflect the severity of the impacts and their likelihood of occurrence, but the discussion need not provide as great detail as is provided of the effects attributable to the project. The discussion should be guided by the standards of practicality and reasonableness.*

Development of the Proposed Project will be conditioned to comply with current AVAQMD rules and regulations to minimize impacts on air quality. The proposed fueling station, grocery store, and drive-through carwash is not anticipated to generate significant impacts or generate significant operational mobile emissions. The Proposed Project is anticipated to generate approximately 4,656 daily trips. The Proposed Project would not exceed AVAQMD's threshold of significance and therefore, it would not conflict with any applicable plan, policy, or regulation of an agency adopted to reduce the emissions of GHGs. The Proposed Project's incremental contribution to GHG emissions and their effects on climate change would not be cumulatively considerable.

Therefore, impacts associated with the Proposed Project would not be considered cumulatively considerable. A less than significant impact would occur.

c) *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

Less than Significant with Mitigation Incorporated. Temporary vibration levels associated with project construction would not exceed the threshold at which there is a risk to architectural damage to older residential structures of a PPV of 0.3 in/sec or industrial/commercial buildings of a PPV of 0.5 in/sec. The project does not propose any non-construction-related sources of ground-borne vibration. Temporary vibration levels associated with project construction would be less than significant. The Proposed Project does not exceed AVAQMD thresholds for construction and operational emissions. Furthermore, as discussed in the HRA, the Proposed Project will not exceed the AVAQMD thresholds of a cancer risk greater than or equal to 10 in a million and/or a Hazard Index (HI) (non-cancerous) greater than or equal to one. As such,

the project will not be a significant source of toxic air contaminants emissions and sensitive receptors would not be exposed to toxic sources of air pollution.

The Proposed Project would be required to comply with the building design standards of the California Building Code (CBC) for construction of new buildings and/or structures related to seismicity and specific engineering design, and construction measures would be implemented to anticipate and avoid potential impacts from seismic activity.

REFERENCES

AVAQMD California Environmental Quality Act (CEQA) & Federal Conformity Guidelines, August 2016

California Department of Conservation. Farmland Mapping and Monitoring Program, 1984-2006.

California Department of Conservation. California Important Farmland Finder. Accessed March 23, 2022.

California Energy Commission. https://ecdms.energy.ca.gov/gasbyplan.aspx. Accessed January 28, 2022.

California Energy Commission. 2019 Building Energy Efficiency Standards.

California Department of Toxic Substances Control. EnviroStor database. Accessed March 24, 2022.

CalRecyle. Commercial Sector Generation Rates. Accessed April 12, 2022.

CalRecycle. SWIS Facility/Site Activity Details for Antelope Valley Public Landfill (19-AA-5624). Accessed April 12, 2022.

City of Palmdale. Envision Palmdale 2045 – City of Palmdale General Plan. Effective October 22, 2022. Amended on Marach 15, 2023.
City of Palmdale. Interactive MapGuide. Accessed March 25, 2022.

City of Palmdale. Municipal Code – Zoning Code https://static1.squarespace.com/static/5c7dc93065a707492aca3e47/t/64de9083b184884ca0705f29/1692307595388/PalmdaleTitle17.pdf. Accessed periodically.

City of Palmdale Public Works Department. Local Hazard Mitigation Plan 2021-2026 Update. September 30, 2021.

Federal Emergency Management Agency. National Flood Hazard Layer. Accessed July 19, 2022.

Kennedy Jenks. Palmdale Water District 2020 Urban Water Management Plan. June 25, 2021.

Los Angeles County Airport Land Use Commission. Los Angeles County Airport Land Use Plan. Palmdale Airport/USAF Plant 42 Airport Influence Area. May 13, 2003.

Los Angeles County. Department of Regional Planning. https://planning.lacounty.gov/assets/upl/project/gp_2035_2014-FIG_9-2_Regional_Wildlife_Linkages.pdf. May 2014.

Rincon Consultants, Inc. City of Palmdale 2045 General Plan Update Draft Environmental Impact Report. July 2022.

United States Geological Survey (USGS). 2021. Areas of Land Subsidence in California. https://ca.water.usgs.gov/land_subsidence/california-subsidence-areas.html. Accessed July 2, 2022.

PROJECT-SPECIFIC REFERENCES

Blue Engineering and Consulting, Inc. Preliminary Hydrology and LID Report. October 2023.

Blue Engineering and Consulting, Inc. Sewer Demand Study. May 2023.

Brian F. Smith and Associates, Inc. Paleontological Assessment for the Beyond Market and Car Wash Project. June 29, 2022.

Brian F. Smith and Associates, Inc. Phase I Cultural Resource Assessment for the Beyond Market and Car Wash Project. June 29, 2022. Revised July 23, 2024.

City of Palmdale. Development Advisory Board Review of Pre-Applicant 21-057, January 27, 2022.

Ganddini Group, Inc. Beyond Food Mart Palmdale Gas Station Toxic Air Contaminant Health Risk Assessment Technical Memorandum. September 23, 2022.

Ganddini Group, Inc. Beyond Food Mart Palmdale - Noise Impact Analysis. September 26, 2022, Revised December 21, 2023.

Ganddini Group, Inc. Beyond Food Mart Palmdale - Traffic Impact Analysis. November 23, 2022.

Ganddini Group, Inc. Beyond Food Mart Palmdale Project – Vehicle Miles Traveled Screening Assessment. June 24, 2022.

Ganddini Group, Inc. Beyond Food Mart (25th and Avenue R) Project Trip Generation Comparison GGI Project No. 19524. November 20, 2023.

Jennings Environmental, LLC. Biological Resources Assessment and Jurisdictional Delineation, for the Proposed Beyond Food Mart and Carwash Development. April 2022.

Lilburn Corporation. CalEEMod Output for Beyond Food Mart. December 8, 2023.

Lilburn Corporation. CalEEMod Output for Existing Zoning. December 11, 2023.

Los Angeles Sanitation District. Comment Letter for Conditional Use Permit 22-006, Site Plan Review 22-007. April 28, 2022.

NTS Geotechnical, Inc. Preliminary Geotechnical Engineering and Infiltration Report Proposed Carwash and Gas Station. June 1, 2022.

Robin Environment Management (REM). Phase I Environmental Assessment Report. April 14, 2022.

MITIGATION MONITORING REPORTING PROGRAM

Project: GPA No.23-0003, ZC No.23-0003, TPM No.84001, CUP No.22-006, SPR No. 22-007 **Applicant:** Beyond Food Mart, Inc.

Lead Agency: City of Palmdale **Date:** December 2024

Mitigation Measures No. / Implementing Action	Party Responsible for Implementation	Implementation Timing	Party Responsible for Verification	Verified Date /Initials
Biological Resources				
BIO-1: Nesting bird surveys shall be conducted by a qualified Biologist three days prior to any construction activities taking place during the nesting season to avoid potentially taking any birds or active nests. Surveys shall be conducted within 500 feet of the Project site. In general, impacts to all bird species (common and special status) will be avoided by conducting work outside of the nesting season (generally February 1st to September 15th), and conducting a worker awareness training. If an active nest is identified, a buffer shall be established between the construction activities and the nest so that nesting activities are not interrupted. Avoidance buffers will be 100 feet for common avian species, 300 feet for listed or highly sensitive species, and 500 feet for raptors. The buffer should be delineated by temporary fencing and remain in effect as long as construction is occurring. No Project construction shall occur within the fenced nest zone until the young have fledged, are no longer being fed by the parents, have left the nest, and will no longer be impacted by the Project. Reductions in the nest buffer distance may be appropriate depending on the avian species involved, ambient levels of human activity, screening vegetation, or possibly other factors.	Project Applicant/ Qualified Biologist	3 days prior to construction activities	City of Palmdale	
Cultural Resources				
CR-1: Should unanticipated or inadvertent surface and/or subsurface prehistoric or historic archaeological resources, built environment, and/or tribal cultural resources, appear to be encountered during construction or maintenance activity associated with this project, then all work must halt within a 60-foot radius of the discovery until a qualified professional can evaluate the discovery. If the finds are archaeological or historic in nature, then an archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and/or historic archaeology have evaluated the significance of the find. This archaeologist shall have the authority to modify the	Project Applicant/ Qualified Archaeologist	During construction or maintenance	City of Palmdale	

Mitigation Measures No. / Implementing Action	Party Responsible for Implementation	Implementation Timing	Party Responsible for Verification	Verified Date /Initials
no-work radius as appropriate, using professional judgment. The following shall apply, depending on the nature of the find: A. If the professional archaeologist determines that the find *does not* represent a cultural resource, then work may resume immediately, and no agency notifications are required. B. If the professional archaeologist determines that the find *does* represent a cultural resource from any time or cultural affiliation then, depending on the nature of the discovery, appropriate treatment measures shall be developed. C. If the find represents a Native American or potentially Native American resource that does not include human remains, which may or may not include a Tribal Cultural Resource, then the archaeologist shall consult with appropriate Tribe[s] on whether or not the resource represents either a Tribal Cultural Resource or a Historical Resource, or both, and, if so, consult on appropriate treatment measures. Preservation in place is the preferred treatment, if feasible. Work cannot resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Tribal Cultural Resource or Historical Resource; or 2) that the treatment measures for the Tribal Cultural Resource or Historical Resource have been completed.				
CR-2: If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code	Project Applicant/Contractor	During ground disturbing activities	City of Palmdale	

Mitigation Measures No. / Implementing Action	Party Responsible for Implementation	Implementation Timing	Party Responsible for Verification	Verified Date /Initials
§7050.5 and that code enforced for the duration of the project.				
Geology and Soils				
GEO-1: Prior to initiation of any grading, drilling, and/or excavation activities, a PRIMP shall be approved by the City and the construction contractor shall hold a preconstruction meeting to be attended by the paleontologist of record, representatives of the grading contractor and subcontractors, the project owner or developer, and a representative of the lead agency. The nature of potential paleontological resources shall be discussed, as well as the protocol that is to be implemented following the discovery of any fossiliferous materials.	Project Applicant/Contractor /Qualified Paleontologist	Prior to construction activities	City of Palmdale	
GEO-2: Monitoring of mass grading and excavation activities in areas identified as likely to contain paleontological resources shall be performed by a qualified/project paleontologist or paleontological monitor. Monitoring shall be performed starting at the surface on a full-time basis; Holocene alluvial deposits should be monitored part-time at the discretion of the project paleontologist. The timing and duration of the monitoring of excavation activities within the alluvial fan deposits shall be at the discussion of the project paleontologist based on the geological conditions observed by the paleontological monitor and/or the project paleontologist.	Qualified Paleontologist	During ground disturbing activities	City of Palmdale	
GEO-3: Paleontological monitors will be equipped to salvage fossils as they are unearthed to avoid construction delays. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or, if present, are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. The monitor shall notify the project paleontologist, who will then notify the concerned parties of the discovery.	Qualified Paleontologist	During ground disturbing activities	City of Palmdale	
GEO-4: A final monitoring and mitigation report of findings and significance will be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location(s). The report, when submitted to, and accepted by, the appropriate lead agency, will signify satisfactory completion of the project program to mitigate	Qualified Paleontologist	During ground disturbing activities	City of Palmdale	

Mitigation Measures No. / Implementing Action	Party Responsible for Implementation	Implementation Timing	Party Responsible for Verification	Verified Date /Initials
impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.				
Noise				
N-1: A concrete wall, six feet in height, shall be installed along the northern project boundary.	Project Applicant/Contractor	During construction	City of Palmdale	
Tribal Cultural Resources				
TCR-1: In the Event of an Inadvertent Discovery - If cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards retained by the project applicant shall assess the find. Work on the portions of the Projects outside of the buffered area may continue during this assessment period. Should the find be deemed significant, as defined by CEQA (as amended, 2015), the Project applicant shall retain a professional Tribal Monitor procured by the FTBMI to observe all remaining ground-disturbing activities including, but not limited to, clearing, grading, excavating, digging, trenching, plowing, drilling, tunneling, quarrying, leveling, driving posts, auguring, blasting, stripping topsoil or similar activity, and archaeological work.	Project Applicant/ Qualified Archaeologist/Tribal Monitor	During ground disturbing activities	City of Palmdale	
TCR-2: Disposition and Treatment of Inadvertent Discoveries - The Lead Agency and/or applicant shall, in good faith, consult with the FTBMI on the disposition and treatment of any Tribal Cultural Resource encountered during all ground disturbing activities.	Project Applicant/ City of Palmdale	Prior to ground disturbance	City of Palmdale	
TCR-3: In the Event of Inadvertent Discovery, Human Remains - If human remains or funerary objects are encountered during any activities associated with the Project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code shall be enforced for the duration of the Project. Inadvertent discoveries of human remains and/or funerary object(s) are subject to California State Health and Safety Code Section 7050.5, and the subsequent disposition of those discoveries shall be decided by the Most Likely Descendant (MLD), as determined by the Native American Heritage Commission (NAHC), should those findings be determined as Native American in origin.	Project Applicant/Contractor	During ground disturbing activities	City of Palmdale	

Mitigation Measures No. / Implementing Action	Party Responsible for Implementation	Implementation Timing	Party Responsible for Verification	Verified Date /Initials
TCR-4: In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-7, regarding any pre-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment._	Project Applicant/ Qualified Archaeologist	Upon discovery of cultural resources	City of Palmdale	
TCR-5: If significant pre-contact cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-7. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.	Qualified Archaeologist	Upon discovery of pre-contact cultural resources	City of Palmdale	
TCR-6: If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project._	Project Applicant/Contractor	During ground disturbing activities	City of Palmdale	
TCR-7: The Yuhaaviatam of San Manuel Nation Cultural Resources Management Department (YSMN) shall be contacted, as detailed in TCR-4, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.	Project Applicant/Contractor / Qualified Archaeologist	Upon discovery of pre-contact cultural resources	City of Palmdale	
TCR-8: Any and all archaeological/cultural documents	Project Applicant/	Upon availability	City of Palmdale	

Mitigation Measures No. / Implementing Action	Party Responsible for Implementation	Implementation Timing	Party Responsible for Verification	Verified Date /Initials
created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.	City of Palmdale	of records		

City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT PLANNING DIVISION**

DISTRICT: **2**

SUBJECT: **ADOPT ORDINANCE NO. 1653, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING COMPREHENSIVE DEVELOPMENT 23-0002 TO FACILITATE THE DEVELOPMENT OF APPROXIMATELY 75 ACRES FOR THE PURPOSE OF CONSTRUCTING 627 SINGLE-FAMILY RESIDENCES WITHIN PHASE 1B OF THE RITTER RANCH SPECIFIC PLAN GENERALLY LOCATED TO THE EAST AND WEST OF WESTLAND DRIVE/RANCH CENTER DRIVE AND SOUTH OF CITY RANCH ROAD (APN: 3206-020-017)AND ADOPT RESOLUTION NO. CC 2025-012, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING CONDITIONAL USE PERMIT 23-0018, AND VESTING TENTATIVE TRACT MAPS 23-0003 (VTTM 51508-03) AND 23-0004 (VTTM 63145) TO FACILITATE THE DEVELOPMENT OF APPROXIMATELY 75 ACRES FOR THE PURPOSE OF CONSTRUCTING 627 SINGLE-FAMILY RESIDENCES WITHIN PHASE 1B OF THE RITTER RANCH SPECIFIC PLAN GENERALLY LOCATED TO THE EAST AND WEST OF WESTLAND DRIVE/RANCH CENTER DRIVE AND SOUTH OF CITY RANCH ROAD (APN: 3206-020-017), AND FIND THAT THE PROJECT INCLUDES MINOR ALTERATIONS TO THE PREVIOUSLY ADOPTED ENVIRONMENTAL IMPACT REPORT (90-4) FOR THE PREVIOUSLY APPROVED PROJECT, AS OUTLINED WITHIN THE ADDENDUM**

RECOMMENDATION

Staff recommends that the City Council:

1. Receive public testimony regarding proposed Ordinance No. 1653 and Resolution No. CC 2025-012; and,

2. Adopt Ordinance No. 1653, an Ordinance of the City Council of the City of Palmdale approving comprehensive development 23-0002 to facilitate the

development of approximately 75 acres for the purpose of constructing 627 single-family residences within Phase 1B of the Ritter Ranch specific plan, and generally located to the east and west of Westland DriveCenter Drive and South of City Ranch Road (APN: 3206-020-017);

3. Adopt Resolution No. CC 2025-012, a Resolution of the City Council of the City of Palmdale approving Conditional Use Permit (CUP) 23-0018, and Vesting Tentative Tract Maps 23-0003 (VTTM 51508-3) and 23-0004 (VTTM 63145) to facilitate the development of approximately 75 acres for the purpose of constructing 627 single-family residences within Phase 1B of the Ritter Ranch Specific Plan general location to the east and west of Westland Drive/Ranch Center Drive and south of City Ranch Road (APN: 3206-020-017); and,

4. Find that the project includes minor alterations to the previously adopted Environmental Impact Report (EIR 90-4) prepared for the previously approved project as outlined within the addendum.

BACKGROUND

On February 27, 1992, the City certified EIR 90-4 (SCH No. 90010124) for the development of a 10,625-acre master-planned community consisting of 7,200 residences, 7,600 acres of open space, and the necessary public facilities, recreational amenities, schools, and commercial uses to support the community.

On March 3, 1992, the City adopted Ordinance No. 964, approving the Ritter Ranch Specific Plan (SP). The approvals included General Plan Amendment 91-3, Pre-zone 89-12, SP 89-02, and Development Agreement (DA) 92-1. As originally approved, the SP was intended to encompass all actions associated with implementing and developing the properties within it. The SP manages land use, establishes site development provisions, and provides a comprehensive approach to infrastructure planning and financing.

In 1995, DA 92-1 was amended to define the responsibility of the City and the applicant to fund and construct various infrastructure improvements and to assure the applicant that the development standards within the SP would remain in place without change.

On October 11, 1995, the City approved Specific Plan Amendment 95-1-RR (Ordinance No. 1076), which amended the SP to reflect the provisions of the Agreement of Compromise, Settlement, and Release between Ritter Park Associates, the Leona Valley Town Council and the City and amended and corrected certain portions of the SP. The changes included the phasing of various infrastructure and amenities, reductions in the number of dwelling units in portions of the project, restrictions on allowable commercial uses in some portions of the project, and various minor text changes.

In December 1995, the City approved six VTTMs (51604, 51605, 51606, 51607, 52093, and 52116), collectively known as Phase 1A, and although the maps were not recorded, the lots were graded, and internal roadways were partially installed (i.e. final paving was not completed). After a series of automatic and discretionary extensions of time, all six VTTM's expired on January 20, 2017.

A revised DA for the SP was approved in 2004 (2004 DA), replacing the original DA 92-1. Similar to DA 92-1, 2004 DA defined the responsibility of the City and the applicant to fund and construct various infrastructure improvements and assured the applicant that the development standards specified within the SP would remain applicable to the project. In June 2012, the 2004 DA also subsequently expired by its own terms.

On March 2, 2006, the City approved VTTM's 51508-03 (Resolution No. PC-2006-018) and 63145 (Resolution No. PC-2006-019), respectively. On August 11, 2016, the City approved the requested time extensions for both VTTM 51508-03 and 63145 (Resolution Nos. PC-2016-031 and PC-2016-030, respectively), which expired on August 23, 2019.

After the VTTM expiration, mass grading consistent with VTTM 51508 was completed, and backbone roads (Westland Drive and Ranch Center Drive) were installed. These roadways are currently open to public travel. Portions of the required perimeter walls along these roadways were also installed.

On February 10, 2022, the Planning Commission adopted Resolution Nos. PC-2022-005 through PC-2022-011 approving VTTM’s 51604, 51605, 51606, 51607, 52093 and 52116, CUP 22-001 and Planned Development (PD) 21-001 to facilitate the development of 553 single-family residences on approximately 115 acres, including open space, neighborhood and community parks, and interconnectivity within Phase 1A (Planning Area 5) of the SP.

The applicant requests approval of a Planned Development (CDEV 23-0002) for Phase 1B of Planning Area 5, which is implemented through a Conditional Use Permit (CUP 23-0018) as required by the SP. In conjunction with CDEV 23-0002, the applicant requests approval of VTTM’s 23-0003/23-0004 to reinstate the prior approved VTTMs 51508-03 and 63145. The requested approvals would allow the subdivision of 75 acres for the comprehensive development of 627 single-family residences (135 detached and 492 attached) and the associated open space, trails, neighborhood recreation areas, community parks, landscaping, public utility infrastructure, development identification signs, and public roadways/bikeways.

FIGURE 1 - AERIAL MAP

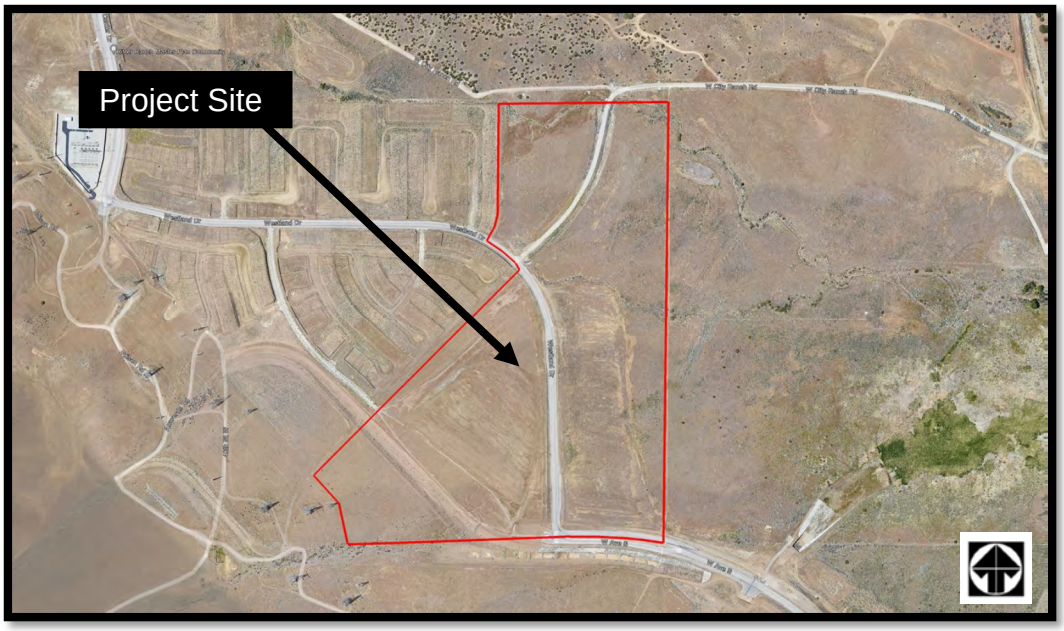
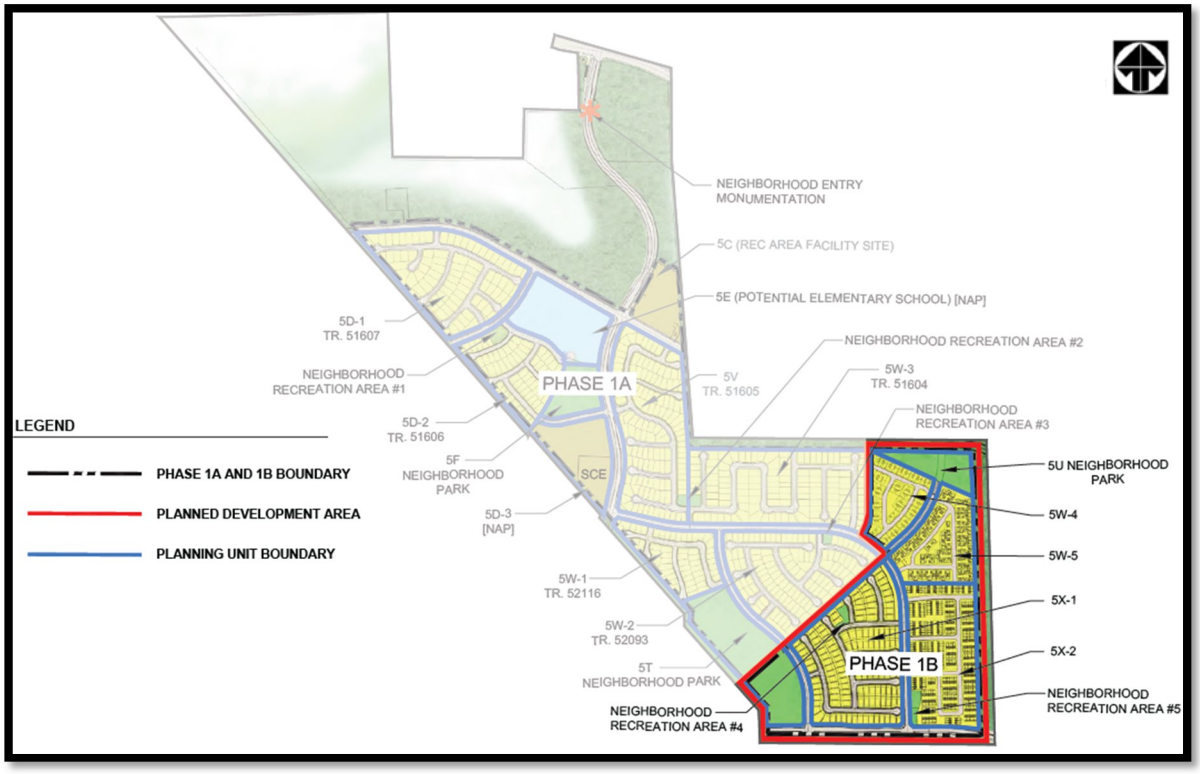


FIGURE 2 - PHASE 1B PLANNING AREA



DISCUSSION

TABLE 1 - SUMMARY OF PROPOSED DEVELOPMENT

Planning Unit	Land Use	Dwelling Units	Acres	Open Space Lots	
				Neighborhood Recreation Area Number	Neighborhood Parks (Acres)
Residential					
5W-4	Single-Family Attached	74	8.3	N/A	0
5W-5	Single-Family Attached	111	11.2	N/A	0
5X-1	Single-Family Detached	135	25.0	4	0.30
5X-2	Single-Family Attached	307	18.9	5	0.57
Total Residential		**627**	**63.4**	**N/A**	**0.87**
Non-Residential					
5U	Neighborhood Park (including access road)		5.5	4	Public
5T	Community Park (remainder from Phase 1A)		6.7	5	Public
Source: Stantec.					

The existing SP provides the basic entitlement framework for Phase 1B, which includes a portion of Planning Area 5 for Single Family Attached (SFA) land use and allows other uses through the approval of a planned development document. VTTM 63145 will implement the portion of the site that is proposed to create the 135 Single-Family Detached (SFD) lots. Future development on the remaining portions of the site included within CDEV 23-0002 for single-family attached, detached condo, and small lot products (492 additional units) will be processed through subsequent Site Plan Review and Tentative Tract Map or Condominium Map applications as development on that portion of Phase 1B is proposed. Final designs for the Neighborhood Recreation Areas, the Neighborhood Park, and the Community Park are subject to review and approval by the City as part of its ongoing development review process following subdivision approval.

Comprehensive Development 23-0002 and Conditional Use Permit 23-0018

As allowed by SP Section 8.10, the applicant is requesting approval of a planned development document, which is implemented by the proposed conditional use permit and specifies the following requirements for Phase 1B of the SP:

- Lot size standards for 5,000 square foot Single Family Detached (SFD) lots
- Development standards for SFA, detached condominium, and small lot products
- Design standards for community entry facilities
- Conceptual designs for public and private parks

- Conceptual landscaping
- Public utility infrastructure
- Development identification signs

Development standards not addressed in the CDEV 23-0002 default to the requirements of the SP. Detailed development standards within the CDEV 23-0002 are summarized in Table 2 below.

TABLE 2 - PLANNED DEVELOPMENT STANDARDS

	Standard	Standard Met?	Justification*
Land Use	The permitted land uses in Phase 1B shall comply with listed requirements in the following order of hierarchy: Planned Development; Ritter Ranch Specific Plan; City of Palmdale Municipal Code. These Planning units include: a) 5X-1: SFD (includes SFD land uses as specified by section 6.4 of the Ritter Ranch Specific Plan and City of Palmdale Municipal Code, unless otherwise specified in the Planned Development) b) All other Planning Units: Refer to section 6.5 of the Ritter Ranch Specific Plan. (PD Section 3.1.1)	Yes	The residential single family uses proposed in Phase 1B are consistent with the standards in the PD.
Density	Planning Units 5W and 5X exceed the Specific Plan dwelling unit allocation. SP Section 8.17.2.3 allows for a density transfer not to exceed 20% from other Planning Units. The PD proposes the transfer of 92 dwelling units from unspecified PA5 planning units that remain unallocated.	Yes	The SP provides flexibility in the distribution of dwelling units in each Planning Area (PA) by allowing dwelling units to be transferred between planning units in accordance with SP Section 8.17. A balance of 1,411 dwelling units remains within PA5 of the SP.

TABLE 2 - PLANNED DEVELOPMENT STANDARDS (CONTINUED)

	Standard	Standard Met?	Justification*
Lot Development Standards	The SP allows a PD to propose comprehensive development standards for greater flexibility in design	Yes	Section 3.0 of the PD provides varying lot development standards for single family attached and detached dwellings to ensure flexibility and variety in housing types and affordability levels.
Building Design	All residential buildings shall comply with the Residential Architectural Designs listed in Specific Plan Section 7.3. (PD Section 3.1.2)	Yes	All future residential buildings plans will be reviewed by the city as part of the Building Permit submittal process.
Accessory Dwelling Units	Attached, Detached and Junior Accessory Dwelling Units may be permitted in all planning units in addition to the 627 proposed units, either as part of the original development or constructed later, provided they comply with the Palmdale Municipal Code (PD Section 3.1.3)	Yes	This is consistent with State Law and assists the city in expanding housing opportunities for various income levels.
Circulation: Roadway Standards	Roadway design shall be consistent with standards in Specific Plan Section 4.8.1 and 4.8.2. (PD Section 3.2.1)	Yes	Staff has verified that proposed roadways are consistent with this requirement
Landscaping	Landscaping shall conform with the requirements in this section, and as depicted in Exhibit K of the PD	Yes	Proposed thematic landscaping is consistent with the master theme of the SP.
Recreational amenities	Consistency with SP Park dedication and Neighborhood Recreation Area Criteria (PD Section 6.7.2.4)	Yes	Two private Neighborhood Recreation Areas, the Public Neighborhood Park 5U, and a portion of the Public Community Park 5T are included in Phase 1B.

*Justification is based on a review of the plans date stamped ‘Received November 11, 2024’.

Vesting Tentative Maps

State Subdivision Laws allow property to be subdivided into five or more lots through submittal of a Tentative Tract Map or Vesting Tentative Tract Map application prepared by a State Licensed Civil Engineer or Land Surveyor to a local City or County for approval.

The Palmdale Municipal Code (PMC) Section 16.50.020 requires that the Planning Commission consider all tentative maps that would create small lot subdivisions and make a recommendation to the City Council with respect to the application's compliance with the General Plan, any applicable specific plan, and the zoning ordinance.

VTTM 23-0003 (Figure 3) is seeking to reinstate City entitlement approvals for VTTM 51508-03. This type of map is often referred to as an "A" map which is a type of subdivision map that creates large lots but no new building sites. It is typically used to divide land by a master developer. The map currently shows six lots including Lot 2, which is proposed to be subdivided by VTTM 63145. VTTM 23-0004 (Figure 4) is seeking to reinstate City entitlement approvals for VTTM 63145, which subdivides the parcel into 135 SFD lots.

FIGURE 3 - VTTM 23-0003 (51508-03)

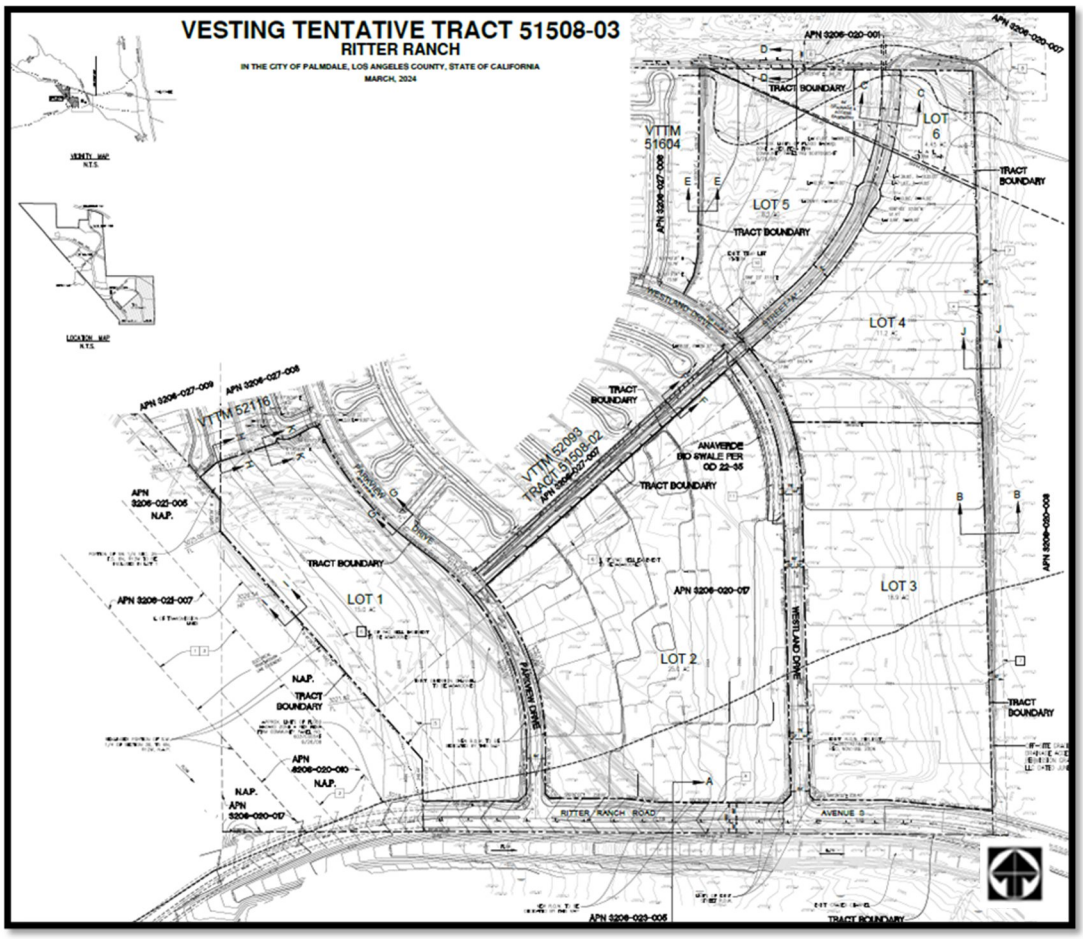
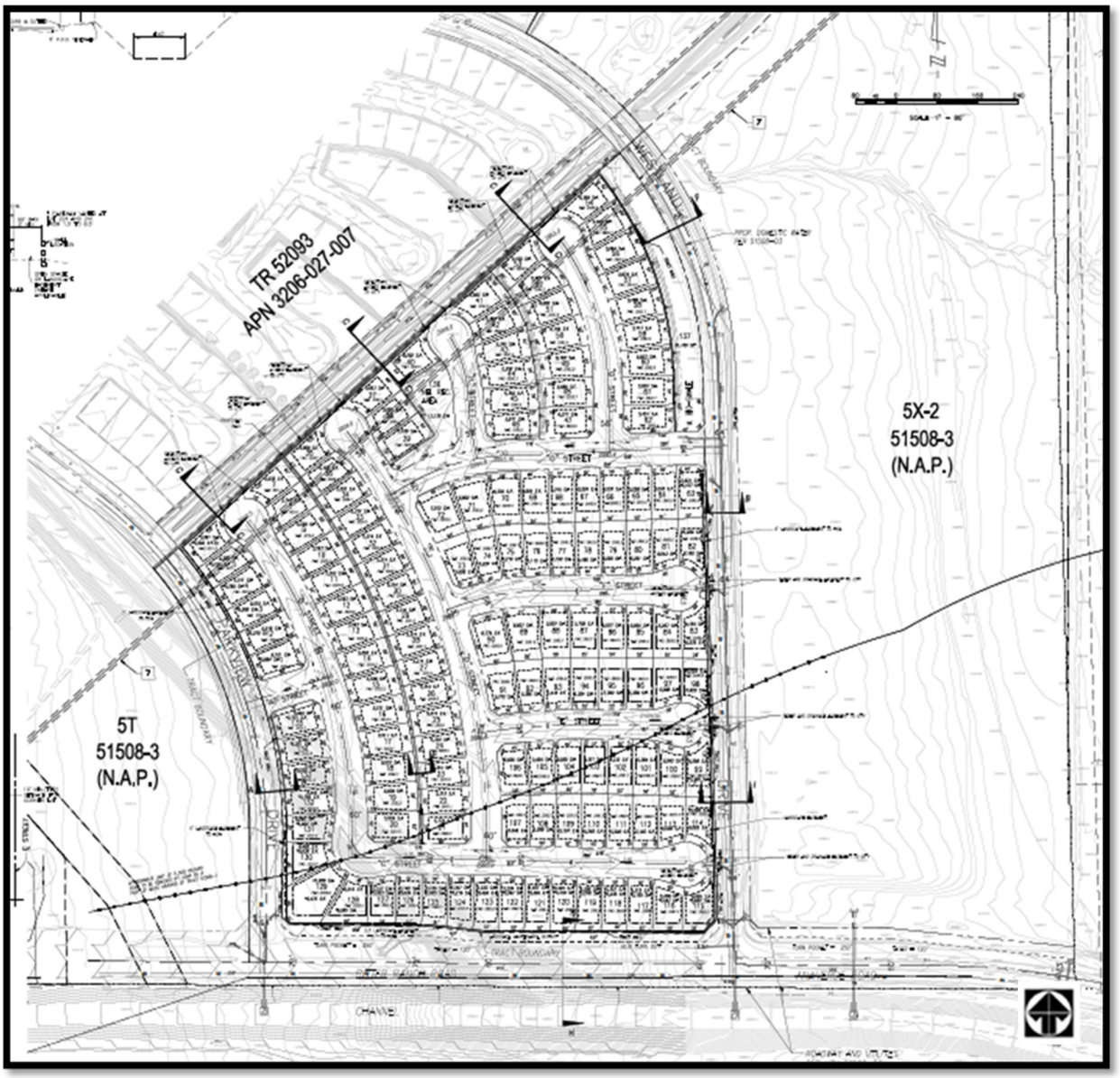


FIGURE 4 - VTTM 23-0004 (63145)



Conditions of Approval

After the January 16, 2025, Planning Commission recommendation, the applicant requested minor clarifications and edits to the draft conditions of approval outlined in Resolution No. PC-2024-029. After collaboration with staff, recommended edits, which include the removal of several inapplicable conditions and clarifying language, have been included within the draft resolution. If approved by Council, the edits will be incorporated into the final conditions of approval for the project.

Environmental Review

An Environmental Impact Report (EIR) was prepared for the project in conjunction with the original approval and on February 27, 1992, the City Council adopted EIR 90-04 (Resolution No. 92-22, SCH No. 90010124). The EIR identified potential significant impacts with respect to Earth Resources, Air Resources, Water Resources, Biological Resources, Noise, Aesthetics, Land Use, Public Health and Safety, Traffic, Cultural Resources and Public Facilities. A Statement of Overriding Consideration was adopted by the City Council in conjunction with the original approval. In accordance with Public Resources Code Section 21166 and State California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15163, the proposed project does not require the preparation of a subsequent or supplemental to the EIR prepared for the SP (EIR 90-04) since: 1) the project will cause no substantial changes in any portion of the project which was described in EIR 90-4, which would require major revisions to EIR 90-4 due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects because the project is not modifying the scope or intent of the SP; 2) no substantial changes have occurred with respect to the circumstances under which the project is undertaken, which will require major revisions to said EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified environmental effects, because no significant development adjacent to the project area which impacts the infrastructure, services, or development potential within the City's boundaries has occurred; and 3) no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, has been provided with respect to the SP. As such, an addendum to the EIR has been prepared in accordance with CEQA Guidelines Section 15164 and has identified that there are no new or additional significant impacts that were not already addressed by the EIR.

In summary, the Phase 1B project results in fewer units than what was analyzed within EIR 90-4; the project would not have any additional or more intensive impacts than what has already been documented in the City approved Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program; substantial evidence has not been documented that would warrant the preparation of a subsequent or supplemental EIR; and the preparation of an addendum to EIR 90-4 is appropriate.

FISCAL IMPACT

$34,428; The applicant paid the applicable fees for processing the proposed project. In addition, the SP requires construction and/or contribution toward future facilities, which have been determined necessary to support the future development and surrounding area. Long term fiscal impacts will include revenue from property tax and expenditures associated with providing services to future residents.

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.
E. Transform housing inventory to meet the changing lifestyle and market demands.

Prepared by:	Megan Taggart, Interim Director of Economic and Community Development
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Ordinance No. 1653
Resolution No. CC 2025-012
EIR 90-4 (Can be viewed at:
https://cityofpalmdaleca.gov/DocumentCenter/View/551/Ritter-Ranch-PDF)

CITY OF PALMDALE, A CHARTER CITY,
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1653

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING COMPREHENSIVE DEVELOPMENT 23-0002 TO FACILITATE THE DEVELOPMENT OF APPROXIMATELY 75 ACRES FOR THE PURPOSE OF CONSTRUCTING 627 SINGLE-FAMILY RESIDENCES WITHIN PHASE 1B OF THE RITTER RANCH SPECIFIC PLAN GENERALLY LOCATED TO THE EAST AND WEST OF WESTLAND DRIVE/RANCH CENTER DRIVE AND SOUTH OF CITY RANCH ROAD (APN: 3206-020-017)

A. INTENT OF THE CITY COUNCIL:

1. RdR Development Holdings, LLC, has filed an application requesting the approval of Comprehensive Development (CDEV) 23-0002, more commonly referred to as Phase 1B of the Ritter Ranch Specific Plan (SP) (hereinafter referred to as "Application"); and

2. The Application applies to approximately 75-acres generally located within the SP to the east and west of Westland Drive/Ranch Center Drive and south of City Ranch Road indicated on the Los Angeles County Assessor Roll as Assessor Parcel Number 3206-020-017 as shown on Exhibit A and shown on the map attached as Exhibit B; and

3. On January 16, 2025, the Planning Commission of the City of Palmdale adopted Resolution No. PC-2024-029 recommending City Council approval of the Application; and,

4. On February 18, 2025, the City Council of the City of Palmdale conducted a duly noticed public hearing. All legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all the facts set forth in the Recitals, Part A of this Ordinance, are true and correct.

SECTION 2. The City Council hereby finds as follows with respect to the environmental document:

A. An Environmental Impact Report (EIR) was prepared for the project in conjunction with the original approval and on February 27, 1992, the City Council adopted EIR 90-4 (Resolution No. 92-22, SCH No. 90010124). The EIR identified potential significant impacts with respect to: Earth Resources, Air Resources, Water Resources, Biological Resources, Noise, Aesthetics, Land Use, Public Health and Safety, Traffic, Cultural Resources and Public Facilities. A Statement of Overriding Consideration was adopted by the City Council in conjunction with the original approval. In accordance with Public Resources Code Section 21166 and State California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15163, the proposed project does not require the preparation of a subsequent or supplemental to the EIR prepared for the SP (EIR 90-4) since: 1) the project will cause no substantial changes in any portion of the project which was described in EIR 90-4, which would require major revisions to EIR 90-4 due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects because the project is not modifying the scope or intent of the SP; 2) no substantial changes have occurred with respect to the circumstances under which the project is undertaken, which will require major revisions to said EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified environmental effects, because no significant development adjacent to the project area which impacts the infrastructure, services, or development potential within the City's boundaries has occurred; and 3) no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, has been provided with respect to the SP. As such, an addendum to the EIR has been prepared in accordance with CEQA Guidelines Section 15164 and has identified that there are no new or additional significant impacts that were not already addressed by the EIR.

B. The custodian of records for the environmental document, and all other materials which constitute the record of proceedings upon which the City Council decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

SECTION 3. Based upon substantial evidence presented to the City Council during the above-referenced February 18, 2025, public hearing, including public testimony and written and oral staff reports, and incompliance with SP Section 8.10, the City Council specifically finds as follows:

A. The proposed use is consistent with the Ritter Ranch Specific Plan. (SP)

B. The distribution, location and extent of land uses is consistent with the goals, policies and objectives of the General Plan. (PD)

As specified within SP Section 8.10, planned development documents may be implemented throughout the project area. Implementing a planned development document within the SP, allows greater flexibility in design and encourages well-planned neighborhoods. The Application facilitates the development of 627 single-family residences on approximately 75 acres and includes open space, neighborhood and community parks, and interconnectivity. As required, the overall density specified within the SP is maintained while allowing for reconfiguration of the area to accommodate development of the well-planned community. The proposed planned development document is consistent with the SP and provides special development standards for the project, landscape standards, and thematic landscape features.

C. The site is suitable for the type and intensity of development. (PD)

Implementing a planned development document within the SP, allows greater flexibility in design and encourages well-planned neighborhoods. As indicated above, the Application facilitates the development of 627 single-family residences on approximately 75 acres and includes open space, neighborhood and community parks, and interconnectivity as envisioned by the underlying SP as outlined within the planned development (CDEV 23-0002).

In conjunction with prior approvals, portions of the site have been previously graded, and portions of major roadways constructed. An existing power line easement is located to the south of the site, but the Application has been designed to avoid the easement.

D. The nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed conditional use shall be permitted where such use will adversely affect or be materially detrimental to said adjacent uses, buildings or structures. (SP)

E. The project site is or will be provided with adequate public services and facilities to support the proposed development. (PD)

The Application anticipates residential development and all infrastructure and amenities anticipated by the SP. Currently, there are no adjacent uses, buildings or structures as the Application proposes to implement the second phase of development (Phase 1B) of the SP, which will be constructed in conjunction with the adjacent first phase (Phase 1A). Given that the planned development document does not alter land use, but allows a cohesive and well-planned neighborhood, the Application will not adversely affect or be materially detrimental to any surrounding uses.

In addition, the project will be required to install improvements such as streets, curbs and sidewalks in compliance with City standards. Also, the discharge of waste from the proposed subdivision into an existing community sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board because the applicant is required to dedicate a new sewer system to the city and install private laterals for each residential lot. In addition, the project is required to provide on- and off-site improvements as required by the water purveyor.

F. The site for a proposed residential use is served by highways or streets adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate. (SP)

G. Adequate access is provided pursuant to the circulation plan prepared for the project and the General Plan Mobility Element. (PD)

The major roadways serving the site, including Ranch Center Drive, City Ranch Road, and Westland Drive, have previously been constructed in conformance with the requirements of the SP. Internal roadways within proposed subdivisions will be graded, paved and completed as development of each portion of the planned development document is built out over time.

H. The flexibility in site development regulations contained in the planned development has resulted in a project demonstrating clear and substantial benefit to the City. (PD)

I. The proposed Residential Planned Development utilizes creative site-planning techniques which may not typically be utilized in conventional development, and which result in higher levels of common open space and recreational amenities than what could be accomplished under traditional development and subdivision standards. (SP)

J. The proposed Residential Planned Development provides an efficient use of open space areas, incorporating public, private and natural open space uses, to service the residents of said project substantially more than those which would be required in a standard subdivision. (SP)

K. The proposed Residential Planned Development provides common recreational amenities which are not provided in typical residential developments within the city. (SP)

The Application utilizes creative site planning techniques, which may not typically be utilized in conventional development, and which result in higher levels of common open space and recreational amenities than what could be accomplished through traditional development. The proposed standards of development consider pedestrian circulation, adding visual interest to the streetscapes with enhanced landscaping, provision of trails, and incorporating neighborhood recreation areas, in addition to ensuring cohesive development of the master-planned Ritter Ranch community.

In addition, the Application provides an efficient use of open space areas, incorporating public, private and natural open space uses, to service the residents of the project area. The type, location and number of open areas to be utilized for active and passive recreation is more than those which would be required in a standard subdivision, and incorporate the use of greenbelts, trails, open space areas and neighborhood recreation areas into the project design. Furthermore, as outlined within the planned development document, the project proposes 18% of the project area to be dedicated to parks, recreation and open space.

SECTION 4. Based on the findings and conclusions set forth in Sections 1, 2, and 3 above, this City Council hereby approves CDEV 23-002 as provided within Exhibit E, authorizes any necessary revisions to the City of Palmdale Zoning Map as shown in Exhibit B and finds that the project includes minor alterations to the previously adopted Environmental Impact Report (EIR 90-4) prepared for the previously approved project as outlined within the addendum.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance 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 Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 6. All legal prerequisites and pre-conditions to introducing, enacting, and adopting this Ordinance have occurred as required by law and policy.

SECTION 7. The City Clerk shall certify the adoption of this ordinance and shall cause this ordinance to be published or posted as required by law.

PASSED, APPROVED and **ADOPTED** this 18th day of February, 2025.

_____
Approved as to form: Richard J. Loa, Mayor

ATTEST:

_____ _____
William P. Curley, III Rochelle Scott, City Clerk
City Attorney

I, Rochelle Scott, City Clerk of the City 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 18th day of February 2025 effective on the 20th day of March 2025 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT: _____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR
CDEV 23-0002

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TENTATIVE MAP NO. TTM 51508-03 IS A SUBDIVISION OF THE LAND DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN TRACT NO. 51508-02, AS PER MAP RECORDED IN BOOK 1214 PAGES 37 TO 40, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

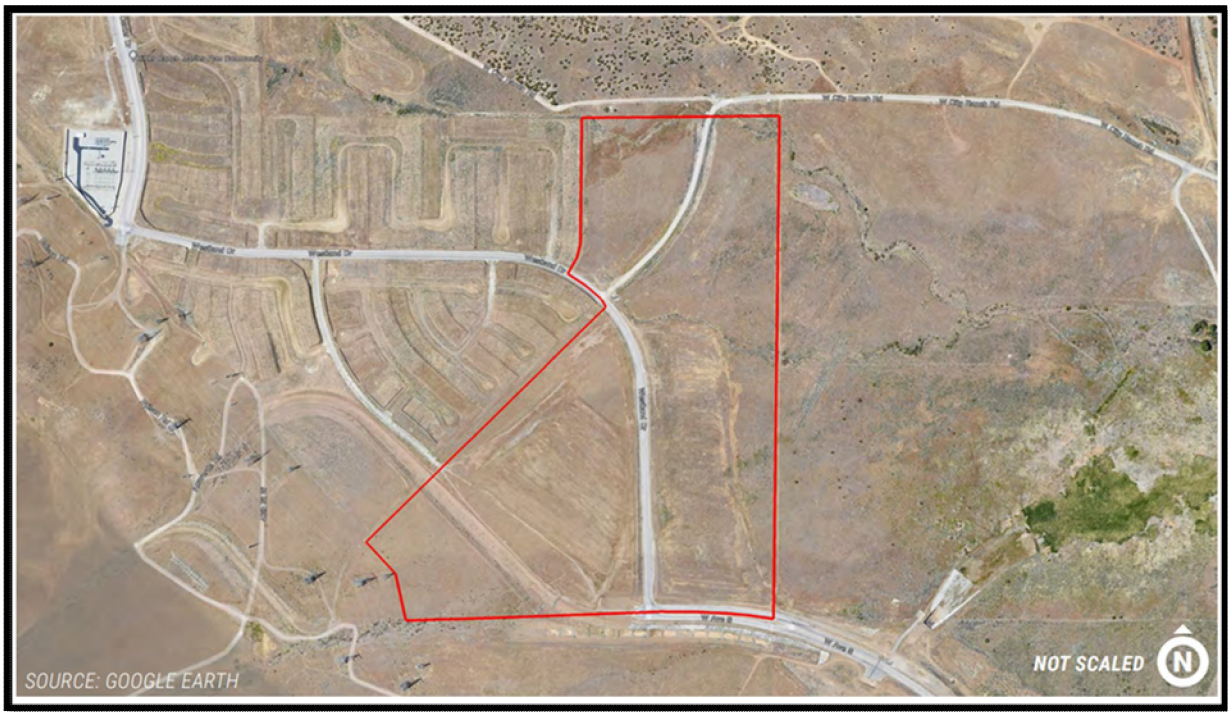
TENTATIVE MAP NO. TTM 63145 IS A SUBDIVISION OF THE LAND DESCRIBED AS FOLLOWS:

LOT 2 OF TENTATIVE MAP NO. TTM 51508-03

APN: 3206-020-017

EXHIBIT B

AERIAL/VICINITY MAPS FOR
CDEV 23-0002



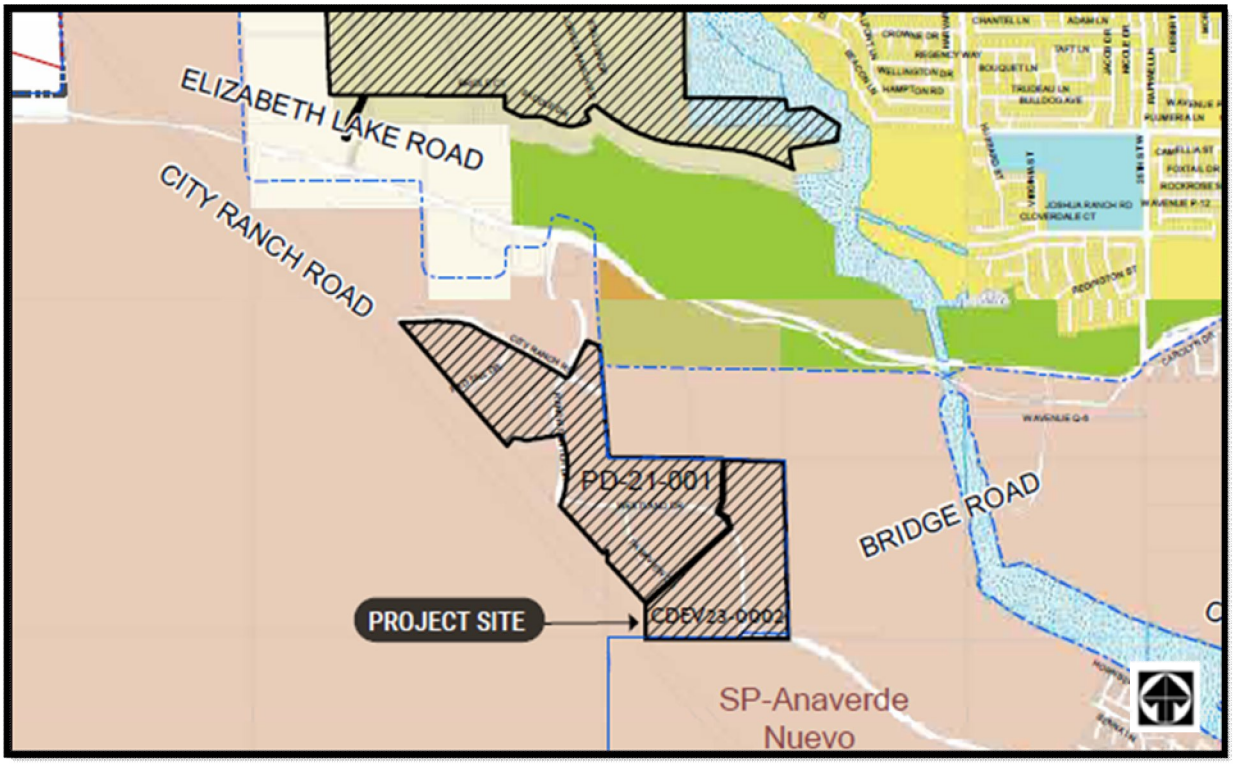


EXHIBIT C

SPECIFIC PLAN CONSISTENCY

	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use	Goal 1: Create a comprehensively designed Specific Planned Community.	Yes	The proposed tentative map and amenities have been designed in a manner that is consistent with both the Planned Development document and the Ritter Ranch Specific Plan. The tentative map is seamlessly integrated into surrounding development and incorporates a fully landscaped, connective residential community.
Circulation	Goal 1: Provide a transportation system which allows for the safe and efficient movement of people, goods and services throughout Ritter Ranch	Yes	The proposed roadway system is designed in the locations and to the dimensions as required by the circulation plan of the Ritter Ranch Specific Plan.
Housing	Goal 1: Housing availability and opportunity for all citizens.	Yes	The proposed planned development allows for varying lot sizes, which will ensure construction of housing for various income levels as envisioned by the Specific Plan.
Public Services and Utilities	Goal 1: Provide adequate public and semi-public services to serve the needs of the Ritter Ranch development and the residents in an efficient and cost-effective manner.	Yes	The proposed project will provide all improvements necessary to ensure that public and semi-public services are adequately provided. In addition, conditions of approval have been proposed that will require adequate financing mechanisms to ensure the provision of such services is cost-effective.

SPECIFIC PLAN CONSISTENCY (CONTINUED)

	Goal, Objective, or Policy	Standard Met?	Justification*
Design	Goal 2: Provide public parkland for both passive and active use that is equally accessible to the community on a neighborhood, community and regional basis.	Yes	The proposed tentative map includes parcels dedicated to open space, which will include a variety of amenities for use by future residents and the surrounding community.

**Justification is based on a review of the plans date stamped 'Received November 11, 2024'.*

EXHIBIT D

PLANNED DEVELOPMENT STANDARDS

	Standard	Standard Met?	Justification*
Land Use	The permitted land uses in Phase 1B shall comply with listed requirements in the following order of hierarchy: Planned Development; Ritter Ranch Specific Plan; City of Palmdale Municipal Code. These Planning units include: a) 5X-1: SFD (includes SFD land uses as specified by section 6.4 of the Ritter Ranch Specific Plan and City of Palmdale Municipal Code, unless otherwise specified in the Planned Development) b) All other Planning Units: Refer to section 6.5 of the Ritter Ranch Specific Plan. (PD Section 3.1.1)	Yes	The residential single family uses proposed in Phase 1B are consistent with the standards in the PD.
Density	Planning Units 5W and 5X exceed the Specific Plan dwelling unit allocation. SP Section 8.17.2.3 allows for a density transfer not to exceed 20% from other Planning Units. The PD proposes the transfer of 92 dwelling units from unspecified PA5 planning units that remain unallocated.	Yes	The SP provides flexibility in the distribution of dwelling units in each Planning Area (PA) by allowing dwelling units to be transferred between planning units in accordance with SP Section 8.17. A balance of 1,411 dwelling units remains within PA5 of the SP

PLANNED DEVELOPMENT STANDARDS (CONTINUED)

	Standard	Standard Met?	Justification*
Lot Development Standards	The SP allows a PD to propose comprehensive development standards for greater flexibility in design	Yes	Section 3.0 of the PD provides varying lot development standards for single family attached and detached dwellings to ensure flexibility and variety in housing types and affordability levels.
Building Design	All residential buildings shall comply with the Residential Architectural Designs listed in Specific Plan Section 7.3. (PD Section 3.1.2)	Yes	All future residential buildings plans will be reviewed by the city as part of the Building Permit submittal process.
Accessory Dwelling Units	Attached, Detached and Junior Accessory Dwelling Units may be permitted in all planning units in addition to the 627 proposed units, either as part of the original development or constructed later, provided they comply with the Palmdale Municipal Code (PD Section 3.1.3)	Yes	This is consistent with State Law and assists the city in expanding housing opportunities for various income levels.
Circulation: Roadway Standards	Roadway design shall be consistent with standards in Specific Plan Section 4.8.1 and 4.8.2. (PD Section 3.2.1)	Yes	Staff has verified that proposed roadways are consistent with this requirement
Landscaping	Landscaping shall conform with the requirements in this section, and as depicted in Exhibit K of the PD	Yes	Proposed thematic landscaping is consistent with the master theme of the SP.

PLANNED DEVELOPMENT STANDARDS (CONTINUED)

	Standard	Standard Met?	Justification*
Recreational Amenities	Consistency with SP Park dedication and Neighborhood Recreation Area Criteria (PD Section 6.7.2.4)	Yes	Two private Neighborhood Recreation Areas, the Public Neighborhood Park 5U, and a portion of the Public Community Park 5T are included in Phase 1B.

**Justification is based on a review of the plans date stamped 'Received November 11, 2024'.*

EXHIBIT E

CDEV 23-0002 – ATTACHED UNDER SEPARATE COVER

RITTER RANCH PHASE IB

PLANNED DEVELOPMENT

CDEV23-0002

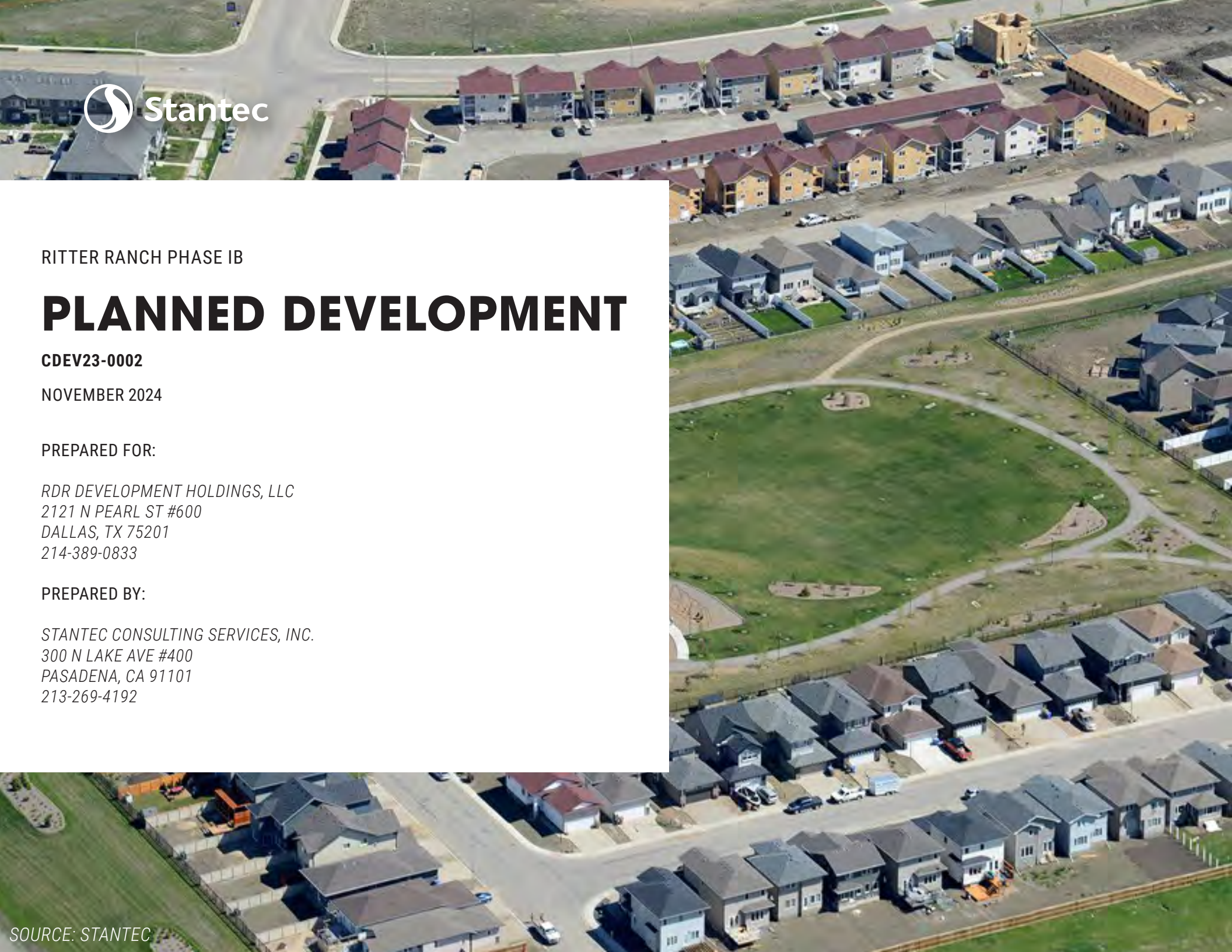
NOVEMBER 2024

PREPARED FOR:

RDR DEVELOPMENT HOLDINGS, LLC
2121 N PEARL ST #600
DALLAS, TX 75201
214-389-0833

PREPARED BY:

STANTEC CONSULTING SERVICES, INC.
300 N LAKE AVE #400
PASADENA, CA 91101
213-269-4192



SOURCE: STANTEC

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APPENDIX A

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SOURCE: MOUNTAINS RECREATION & CONSERVATION AUTHORITY - RITTER RANCH

1.0
Purpose

1.0 PURPOSE

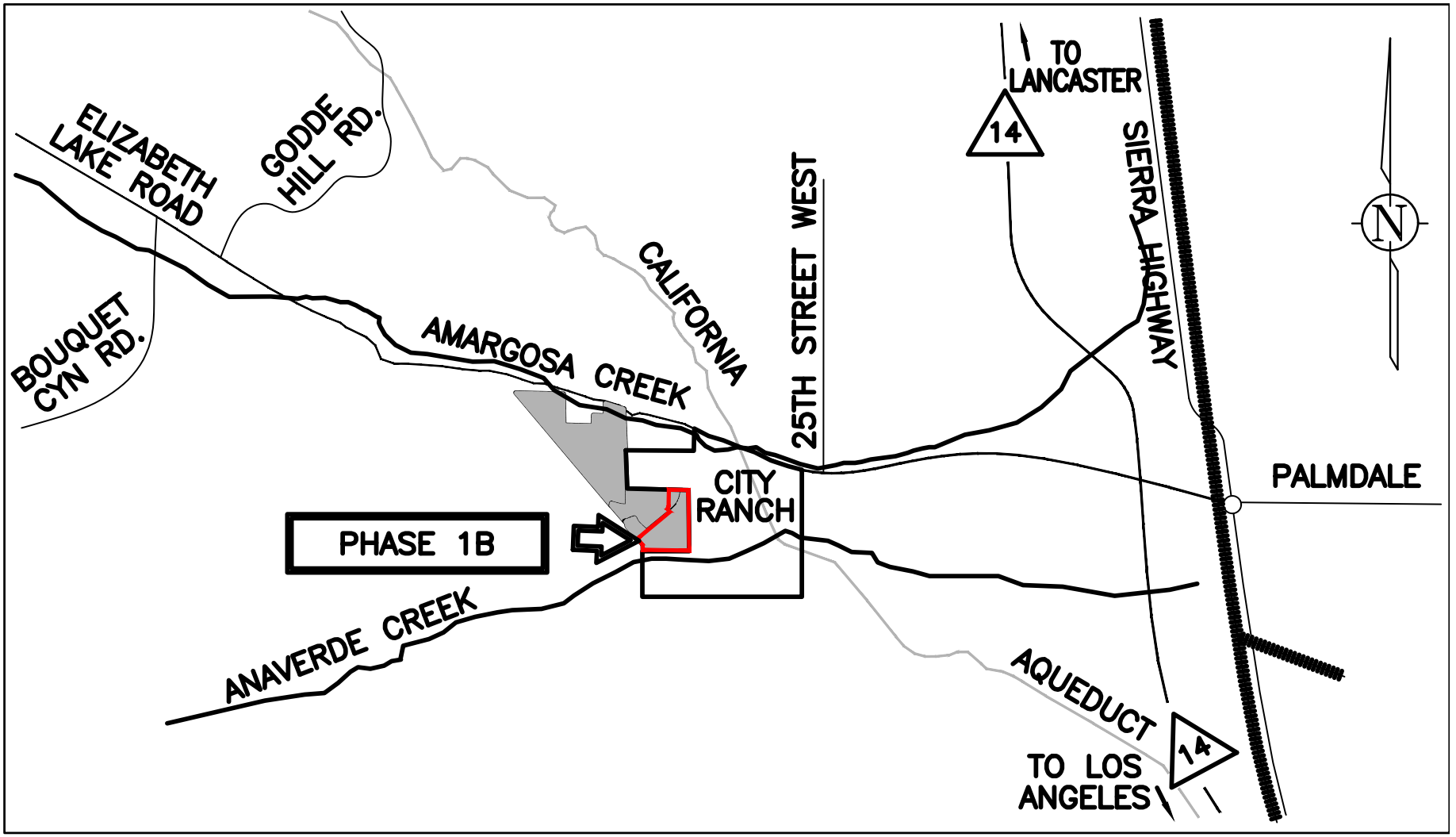
The City's General Plan and Zoning Ordinance/Code establish the overall framework for land use and development. As allowed by State Law, the City adopted the Ritter Ranch Specific Plan, which provides detailed land use regulations specific to the areas within its boundaries. This Specific Plan has equivalent authority and legal standing to the City's General Plan and Zoning regulations. Within the planning areas of the Specific Plan, only the uses explicitly outlined are permitted, and the requirements of the Specific Plan supersede any conflicting provisions in the General Plan or Zoning Ordinance/Code, ensuring that the Specific Plan serves as the definitive guide for land use and development in its jurisdiction. Moreover, the Ritter Ranch Specific Plan (SP) Section 6.7.1 provides for conditionally permitted Planned Developments (PD) within designated areas "to achieve greater flexibility in design; to encourage well-planned neighborhoods through creative and imaginative planning" and to "promote residential amenities beyond those expected under conventional development." In addition, the Planned Development process provides a mechanism to approve lotting concept alternatives within a planning area in substantial conformance with the Specific Plan.

Planned Development Application CDEV23-0002 (the PD) addresses PUs 5U, 5T (partial), 5X-1, 5X-2, 5W-4, and 5W-5. This Planned Development provides the following:

- Lot size standards for 5,000 square foot Single Family Detached (SFD) Lots.
- Standards for Single Family Attached (SFA), Detached Condo, and Small Lot products.
- Design Standards for community entry facilities, including facilities which are located outside the boundaries of this Planned Development.
- Conceptual Designs for public and private parks.

Development standards not addressed in this Planned Development shall defer to the Ritter Ranch Specific Plan and the Palmdale Zoning Code.

EXHIBIT A - VICINITY MAP



LEGEND

PLANNED DEVELOPMENT AREA

VICINITY MAP

SCALE: 1" = 3000'



SOURCE: GOOGLE EARTH

2.0
Site Information

2.1 OWNER

Client/Owner:
John Dinan
RdR Development Holdings, LLC
2121 N Pearl Street, Suite 600
Dallas, TX 75201
Phone: (214) 389-0833
E-mail: jdinan@phcllc.com

2.2 CONSULTANTS

Project Coordinator:
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Allwest Development Company, Inc
Phone: (562) 789.3734
E-mail: fdutra@allwestdevelopment.com

Land Use Attorney:
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Latham & Watkins LLP
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Civil Engineer/Planner:
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Landscape Architecture:
Mike Mann
Summers Murphy & Partners
34197 Pacific Coast Hwy, Suite 200
Dana Point, CA 92629
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E-mail: mmann@smpinc.net

2.3 LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TENTATIVE MAP NO. TTM 51508-03, A SUBDIVISION CONSISTING OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM THAT PORTION OF PARK 5T IDENTIFIED IN PD 21-001.

2.4 RECORD OWNER

RdR Development Holdings, LLC, a Delaware limited liability company.

2.5 PROJECT DATA

Flood Zone – X and A

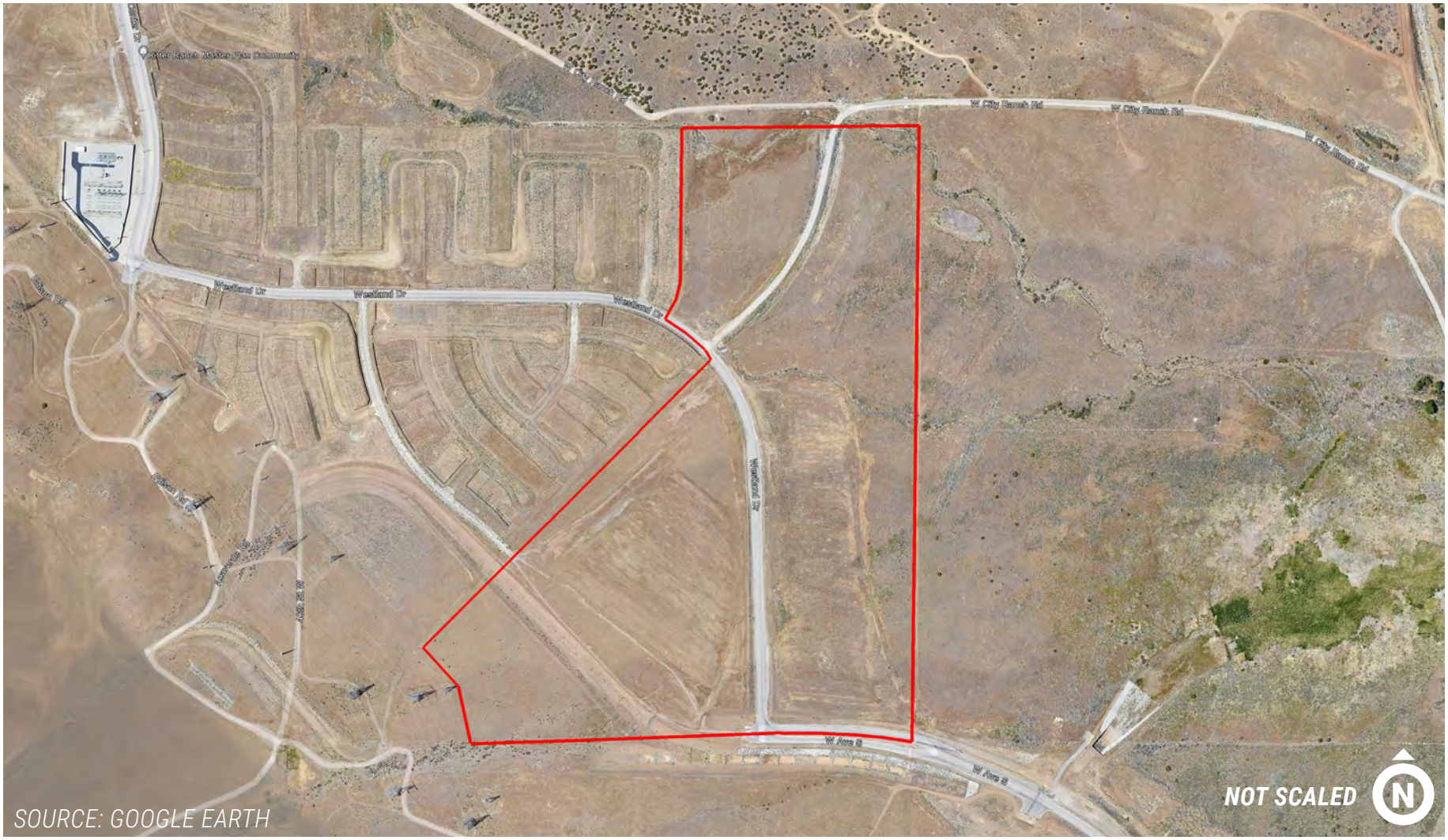
General Plan: Ritter Ranch Specific Plan

Zoning: Ritter Ranch Specific Plan

2.6 EXISTING CONDITIONS

The site is currently vacant, with backbone infrastructure (water, sewer, drainage, etc.) constructed to support Phase 1A and 1B of Ritter Ranch. Roadway portions within Phase 1B including Westland Drive and Avenue S (also known as Ritter Ranch Road) have been constructed, as well as a drainage channel which conveys Phase 1 stormwater which will be undergrounded. Appendix A includes details of the existing infrastructure which will support the future development of Phase 1B.

EXHIBIT B - SITE MAP / EXISTING CONDITIONS



2.7 OPPORTUNITIES & CONSTRAINTS

The development constraints are mapped on Exhibit C. As shown, there is an existing power line easement west of the site. Also, a Restricted Use Area is shown over Tract 51508-3 Lot 6 (PU 5U) which pertains to geological conditions in that proposed neighborhood park. The Phase 1B development area is situated within both Zone X (property located outside the 100 year flood hazard area and Zone A (property located within a 100-year flood hazard area). Recent improvements, including the Ritter Ranch Road diversion channel and culvert crossing, were constructed to enhance flow conveyance and reduce flood hazards. These improvements have not been considered in current FEMA mapping. A flood analysis will be completed to evaluate whether the subject property remains in a flood hazard area. If the property is determined to no longer be in a flood hazard area, a Letter of Map Revision may be processed. Should the analysis indicate that flooding risks still remain, then at the time of development, a Conditional Letter of Map Revision Based on Fill will be pursued to indicate how future grading and drainage improvements will exclude the property from the flood hazard area.

The PD Development Plan is provided in Exhibit D, and the project Infrastructure Plan is provided for reference in Appendix A.

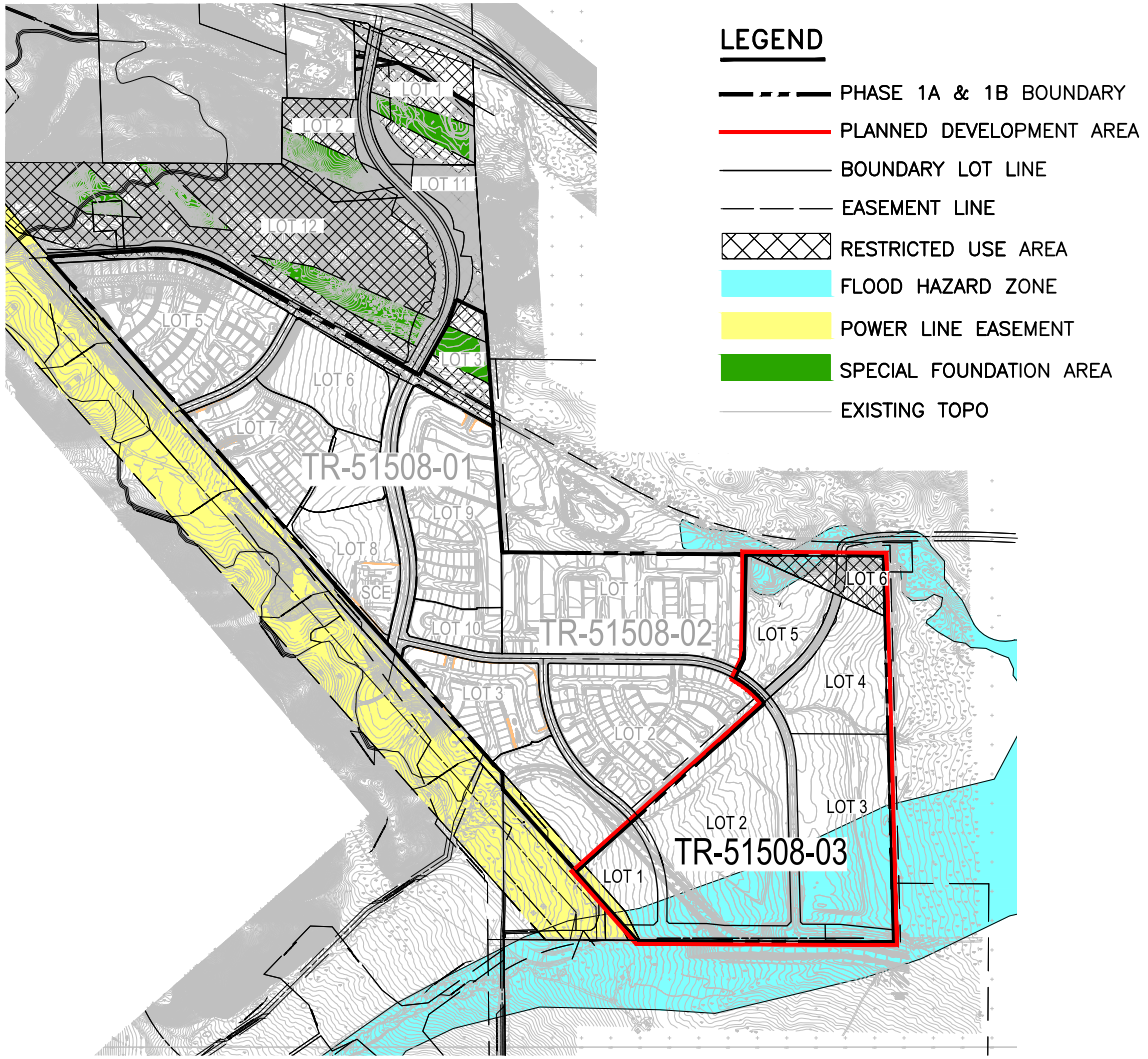
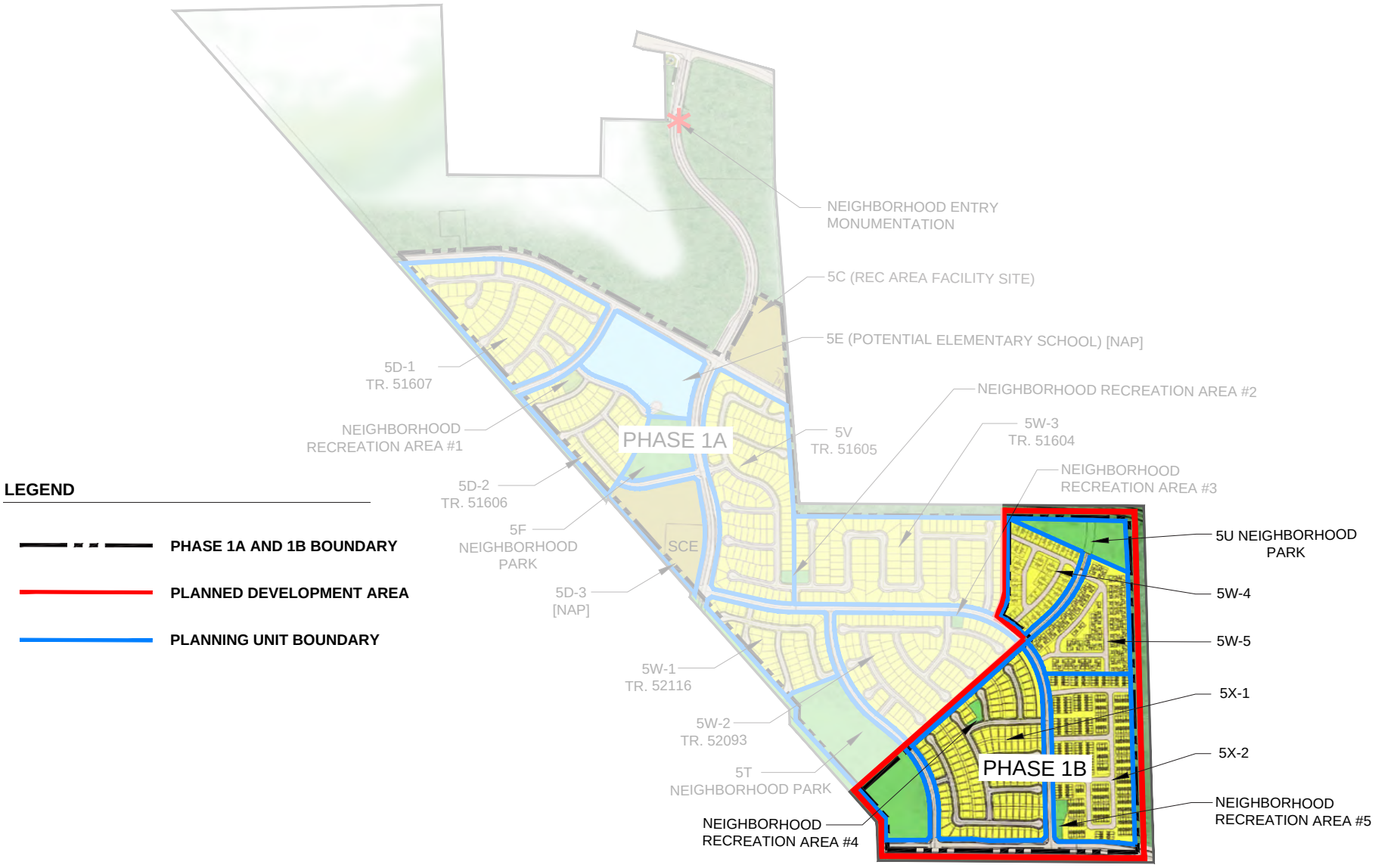


EXHIBIT D - DEVELOPMENT PLAN





FUTURE RITTER RANCH 1B DEVELOPMENT SITE - VIA WESTLAND DRIVE, LOOKING SOUTH-WEST

2.8 PROJECT DESCRIPTION

This PD defines lot standards for single family detached, single family attached, detached condo, and small lot dwelling units on approximately 75 acres. One single family residential lot type is proposed, with minimum sizes of 5,000 square feet (sf). Alternative housing product criteria are also defined in the PD. Neighborhood Recreation Areas will be provided in-tract to supplement the Neighborhood Park 5U and Community Park 5T.

Roadways will be provided as conceptually shown in the Exhibit F Circulation Plan.



FUTURE RITTER RANCH 1B DEVELOPMENT SITE - VIA RANCH CENTER DRIVE, LOOKING WEST

2.9 LAND USE

The PD is comprised primarily of residential units, with supporting amenities. The proposed land uses for PUs within the PD are divided into Residential and Non-Residential. Please refer to Table 1 and 2 for the respective Land Use Statistics tables. Refer to Section 4.4 of the Implementation section regarding 30% open space requirement specified in the Ritter Ranch Specific Plan.

Table 1 - Residential Land Use Statistics

Planning Unit	Land Use	Dwelling Units	Acres	Neighborhood Recreation Area Number	Neighborhood Recreation Area Acreage
5W-4	Single Family Attached, Detached Condo, Small Lot	74	8.3		
5W-5	Single Family Attached, Detached Condo, Small Lot	111	11.2		
5X-1	Single Family Detached	135	25.0	4	0.30
5X-2	Single Family Attached, Detached Condo, Small Lot	307	18.9	5	0.57
Residential Area Totals		627	63.4 AC		0.87 AC

Table 2 - Non-Residential Land Use Statistics

Planning Unit	Land Use	Site Acreage	Amenity Access
5U	Approximately 5.5 gross acres (including access road)	5.5 (including access road)	Public
5T	Community Park (remainder from 1A)	6.7	Public

2.10 RESIDENTIAL DENSITY

The SP provides flexibility in the distribution of dwelling units in each Planning Area by allowing dwelling units to be transferred between planning units in accordance with SP Section 8.17.

Within the PD area, both Planning Units 5W and 5X exceed the Specific Plan dwelling unit (DU) allocation. SP Section 8.17.2.3 allows for a density transfer not to exceed 20% from other Planning Units. This PD proposes the transfer of 92 dwelling units from unspecified PA5 planning units that remain unallocated and thus available for transfer.

Table 3 - Dwelling Unit Density Transfer

Planning Unit	Base DU Allowed in PU[1]	Maximum DU with Density Transfer	DU Previously Allocated	PD Proposed DU Breakdown by Sub Area[4]	Remaining Base DU Capacity in Planning Unit
5D	269	323	144	0	125
5J	291	349	0	0	291
5K	265	318	0	0	265
5V	104[2]	124	124	0	-20
5O	152	182	0	0	152
5Q	494	593	0	0	494
5R	196	235	0	0	196
5W	436	523	285	5W-4: 74 5W-5: 111	-34
5X	384	461	0	5X-1: 135 5X-2: 307	-58
Total	2,591	2,846[3]	553	627	1,411

[1] From SP Section 8.0 Transfer of Dwelling Units Table: Planning Area 5, in accordance with SP Section 8.17.2.3

[2] Base DU allowed increased to 104 per SPA 95-1

[3] The maximum permitted units with transfer of dwelling units within Planning Area 5 is 2,846 per SP section 8.0

[4] Attached, Detached and Junior Accessory Dwelling Units (ADUs) may be permitted in all planning units in addition to the 627 proposed units, either as part of the original development or constructed at a later time, provided they comply with the Palmdale Municipal Code. This PD prohibits further subdivision of lots for ADUs constructed either as part of the original development or at a later time.



SOURCE: ADOBE STOCK

3.0
Special Development Standards

This PD establishes the following development standards. Development Standards not altered by this PD will default to Specific Plan Section 6.4.

3.1 PERMITTED USES

This PD allows for Single Family Detached (SFD), Detached Condominiums, and Small Lot housing products in addition to all uses permitted or conditionally permitted per section 6.4.1 of the Ritter Ranch Specific Plan.

3.1.1 The permitted land uses in Phase 1B shall comply with listed requirements in the following order of hierarchy: Planned Development; Ritter Ranch Specific Plan; City of Palmdale Municipal Code. These Planning units include:

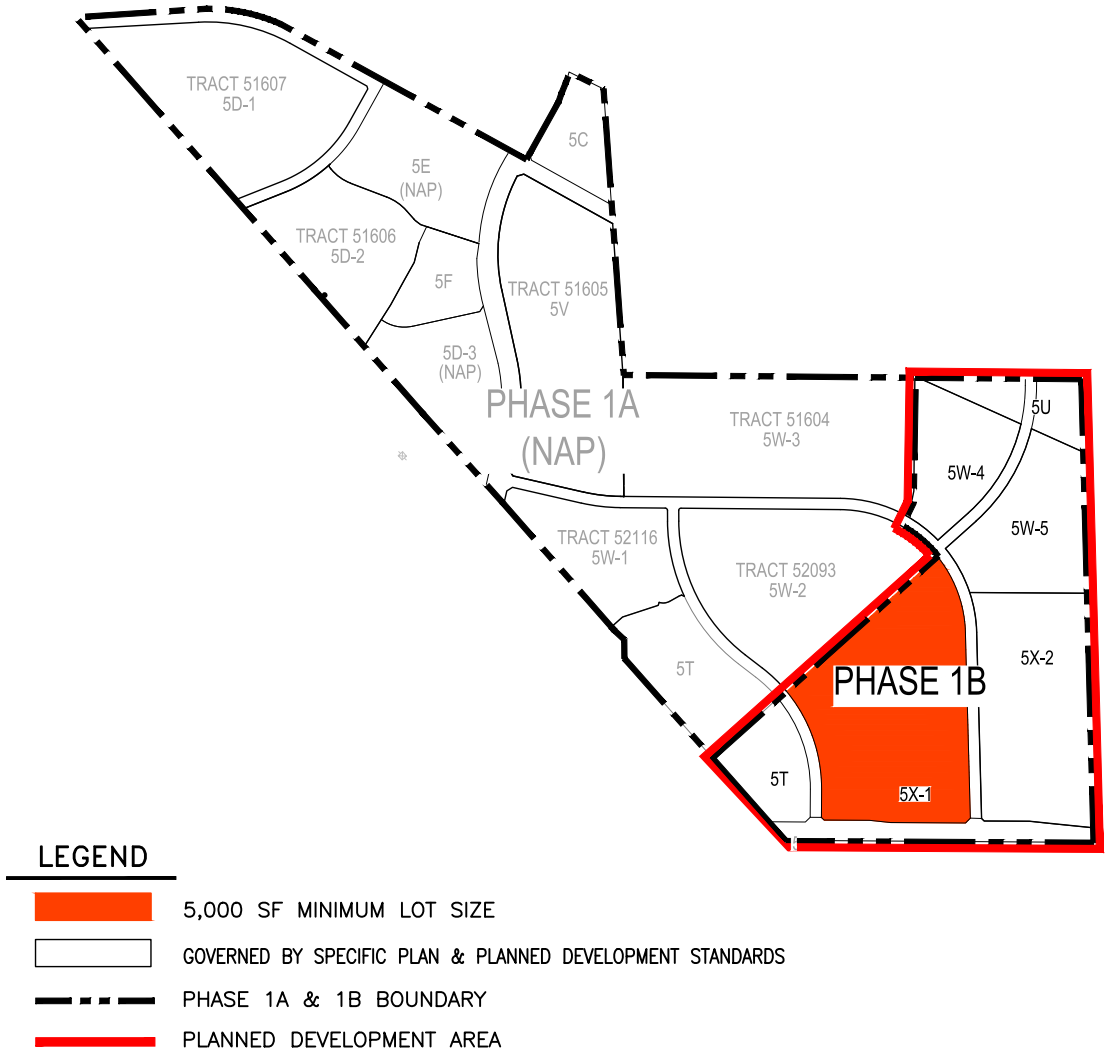
a) 5X-1: SFD (includes SFD land uses as specified by section 6.4 of the Ritter Ranch Specific Plan and City of Palmdale Municipal Code, unless otherwise specified in the Planned Development)

b) All other Planning Units: Refer to section 6.5 of the Ritter Ranch Specific Plan.

3.1.2 All residential buildings shall comply with the Residential Architectural Designs listed in Specific Plan Section 7.3.

3.1.3 Attached, Detached and Junior Accessory Dwelling Units (ADU's) may be permitted in all planning units in addition to the 627 proposed units, either as part of the original development or constructed at a later time, provided they comply with the Palmdale Municipal Code.

EXHIBIT E - MINIMUM LOT SIZES

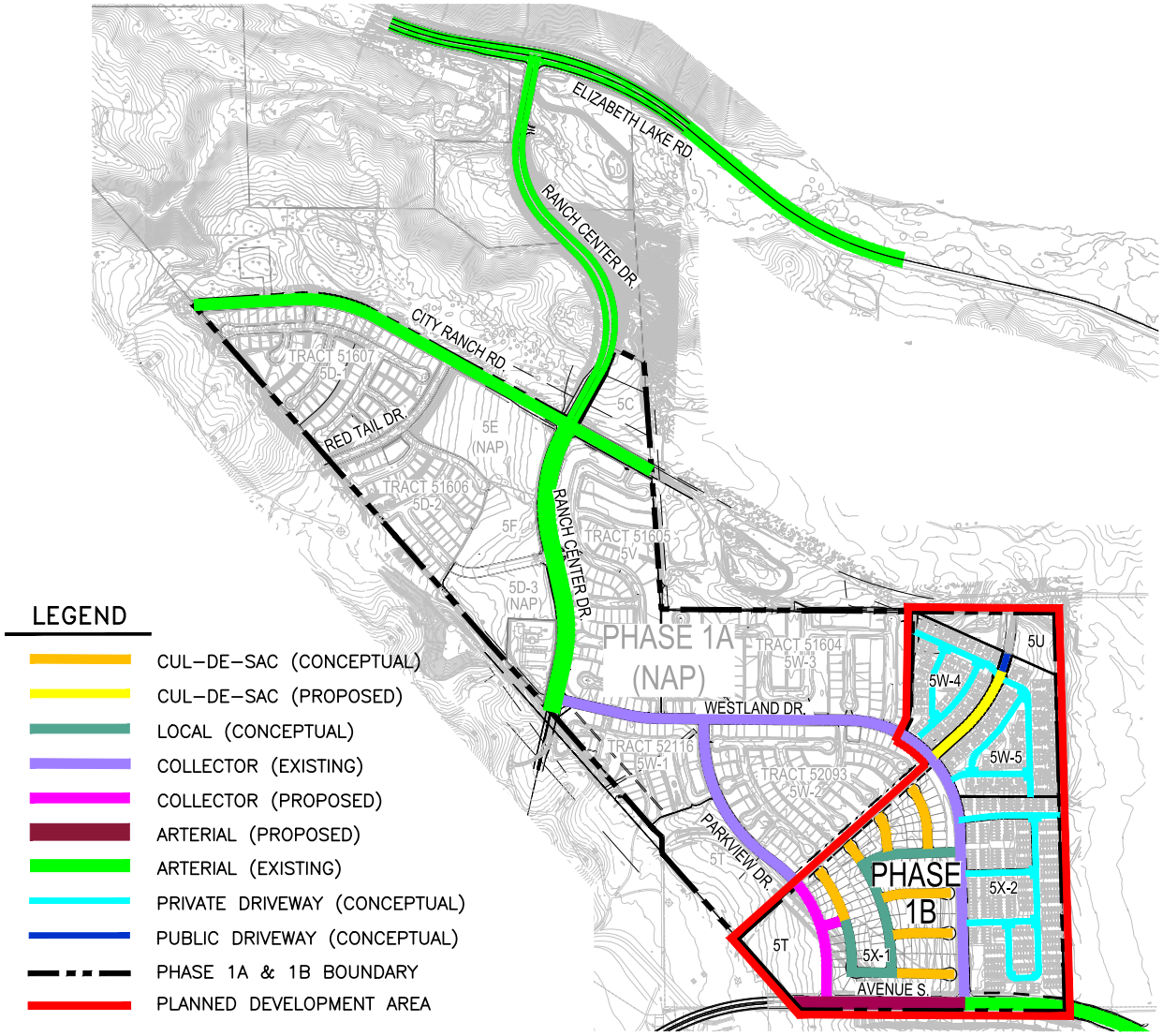


3.2 CIRCULATION

3.2.1 Roadway design shall be consistent with standards in Specific Plan Section 4.8.1 and 4.8.2.

3.2.2 Streets within the PD may be public or private streets as identified in Exhibit F Circulation Plan.

EXHIBIT F - CIRCULATION PLAN



3.3 DEVELOPMENT STANDARDS

3.3.1 SINGLE FAMILY RESIDENTIAL (DETACHED) DEVELOPMENT STANDARDS

Table 4 - Single Family Residential (Detached) Development Standards

		Planning Units 5X-1
Lot and Density Standards		
	Net Density (Units/Acre)	
	Minimum	0
	Maximum	6
	Minimum Lot Size	5,000 SF
	Minimum Lot Depth	85’-0”
	Minimum Lot Width of single-frontage lot (Refers to width at front yard at setback)	40’-0” (Refers to width at front yard at setback)
	Minimum lot width of Corner lot	50’-0” (Refers to width at front yard at setback)
	Maximum Unit Size per Dwelling Unit (sf) (for SFR)	NONE
	Maximum Lot Coverage (% of lot)	75%
Building Form and Location		
	Maximum Height (ft)/Stories – Primary Structure	35’-0”; maximum two (2) stories
	Maximum Height (ft)/Stories – Accessory Building	17’-0”/1 story
	Minimum Distance Between Structures (both between main structures and accessory structures)	See PMC § 17.82.050
	Projections into required setbacks	See PMC § 17.82.030

3.3.1 SINGLE FAMILY RESIDENTIAL (DETACHED) DEVELOPMENT STANDARDS (CONTINUED)

Setbacks (from Lot Line)		
A.	Principal Structure	Minimums
	Front yard	15’-0” (20’-0” to garage)
	Street Side (corner lots)	10’-0”
	Side yard	5’-0”
	Side yard adjacent to street	10’-0”
	Interior Side	5’ 0”
	Interior Side – Zero Lot Line/Common Wall Developments	NONE
	Rear yard	20’-0” minimum from property line (15’0” from slope or wall)
Garage Frontage		
	Maximum Parking Frontage on a Public Street	60%
Open Space Standards		
	Minimum usable open space	NONE
Maximum fence height		
A.	Front yard	3’-6”. Open view fencing may be allowed up to 5’-0” in height.
B.	Side and rear yards	7’-0”
Parking		
	Covered off-street parking	2 car enclosed garage

Refer to Exhibit E for locations of Planning Units and associated minimum lot sizes.

3.3.2 SINGLE FAMILY (ATTACHED AND DETACHED) RESIDENTIAL DEVELOPMENT STANDARDS

Table 5 - Single Family (Attached and Detached) Residential Development Standards

		Planning Units 5W-4, 5W-5, and 5X-2	**Additional Regulations**
Lot and Density Standards			
	Net Density (Units/Acre)		
	Minimum	8	
	Maximum	20	
	Minimum Lot Size	1200 SF	
	Minimum Lot Width per Dwelling Unit (ft) (for new SFR lots)	20'-0"; 25'-0" for corner and reverse corner lots	Attached Single-Family Homes/Townhomes: A minimum lot width of 25'-0" may be necessary for townhomes with double loaded attached garages in front. Minimum lot width may be reduced to 20'-0" if garages are single-car wide, detached and/or accessed from an alley. Small-Lot Detached Single-Family Homes: A lot width of 35'-0" may be necessary for small-lot single-family homes with attached double loaded garages in front. Lot width may be reduced to 30 '-0" if garages are single-car wide, detached and/or accessed from an alley.
	Minimum Lot Depth per Dwelling Unit (ft) (for SFR new lots)	45'-0"	
	Maximum Unit Size per Dwelling Unit (sf) (for SFR)	3000 SF	Inclusive of attached garage space.
	Maximum Lot Coverage (% of lot)	NONE	See PMC § 17.17.050 (Floor area and lot coverage).

3.3.2 SINGLE FAMILY (ATTACHED AND DETACHED) RESIDENTIAL DEVELOPMENT STANDARDS (CONTINUED)

Building Form and Location			
	Maximum Height (ft)/ Stories – Primary Structure	40’-0”; maximum three (3) stories	Projects must comply with both stories and overall height maximums. See PMC § 17.17.030 (Measuring heights). Architectural features may project above the maximum height by 5’-0”. Architectural features include rooftop stair access and elevator shafts, mechanical equipment, or other rooftop amenities, as approved by the Director. Rooftop decks are allowed.
	Maximum Height (ft)/ Stories – Accessory Building	17’-0”/1 story	
	Minimum Distance Between Structures (both between main structures and accessory structures)	See PMC § 17.82.050	
	Projections into required setbacks	See PMC § 17.82.030	
Setbacks (from Lot Line)			
A.	Principal Structure	Minimums	
	Front (primary frontage)	5’-0”	For new single-family attached and detached dwelling units, front-loaded garages shall be set back at minimum 20’-0” fr om the property line. Front-loaded parking is allowed.
	Street Side (corner lots)	5’-0”	
	Interior Side	5’-0”	Only applies to detached single-family dwellings and the ends of attached single-family dwellings
	Interior Side – Zero Lot Line/Common Wall Developments	6’-0” minimum on one side of the dwelling unit, and no setback required on the opposite side	See PMC § 17.37.020 (Zero lot line option).
	Rear yard	5’-0”	

3.3.2 SINGLE FAMILY (ATTACHED AND DETACHED) RESIDENTIAL DEVELOPMENT STANDARDS (CONTINUED)

	Alley (When Present)	1’-0”	
B.	Garage Frontage		
	Maximum Parking Frontage on a Public Street	NONE	
	2. Rear yard	5’-0”	
Open Space Standards			
	Minimum usable open space	200 sf total per unit; minimum 100 sf of private open space for ground-level units and 60 sf of private open space for upper-level unit	
Maximum fence height			
A.	Front yard	3’-6”. Open view fencing may be allowed up to 5’-0” in height.	
B.	Side and rear yards	7’-0”	
Parking			
	Covered off-street parking	2 spaces/unit, of which 1 shall be enclosed	
	Guest Parking	0.2 spaces per unit	Guest parking of 1 parking space per 5 dwelling units shall be demonstrated as either
	Access Drives	Minimum 20’-0”	No more than 14 dwelling units may access a street through a shared private access driveway. Shared private access driveways shall be a minimum of 20 feet in width. No building setback is required from the shared private access driveway, but a setback for garage doors shall be 1 foot. No parking is allowed in any shared driveway unless there is an allocated parking area outside the minimum 20-foot width.

EXHIBIT G - SFA: MOTOR COURT SAMPLE 1

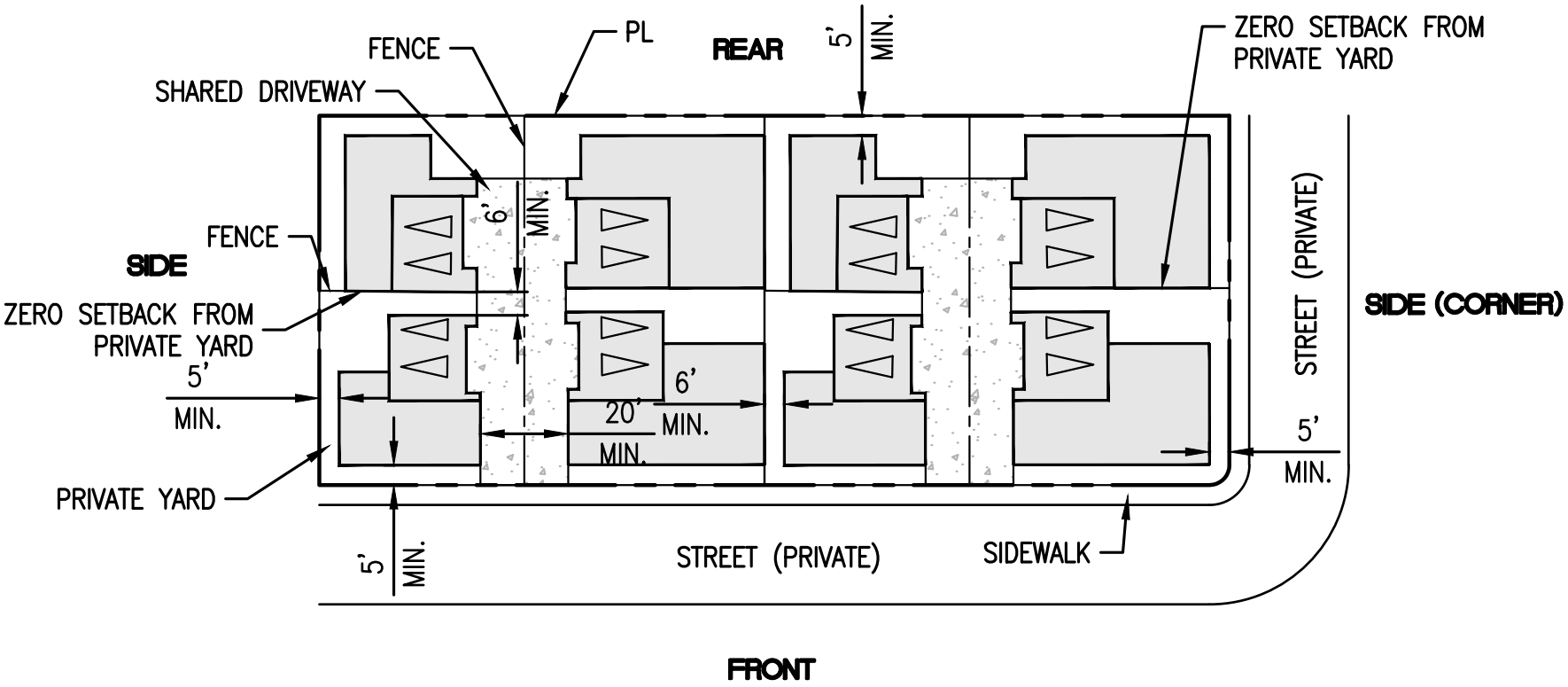


EXHIBIT H - SFA: MOTOR COURT PRODUCT SAMPLE 2

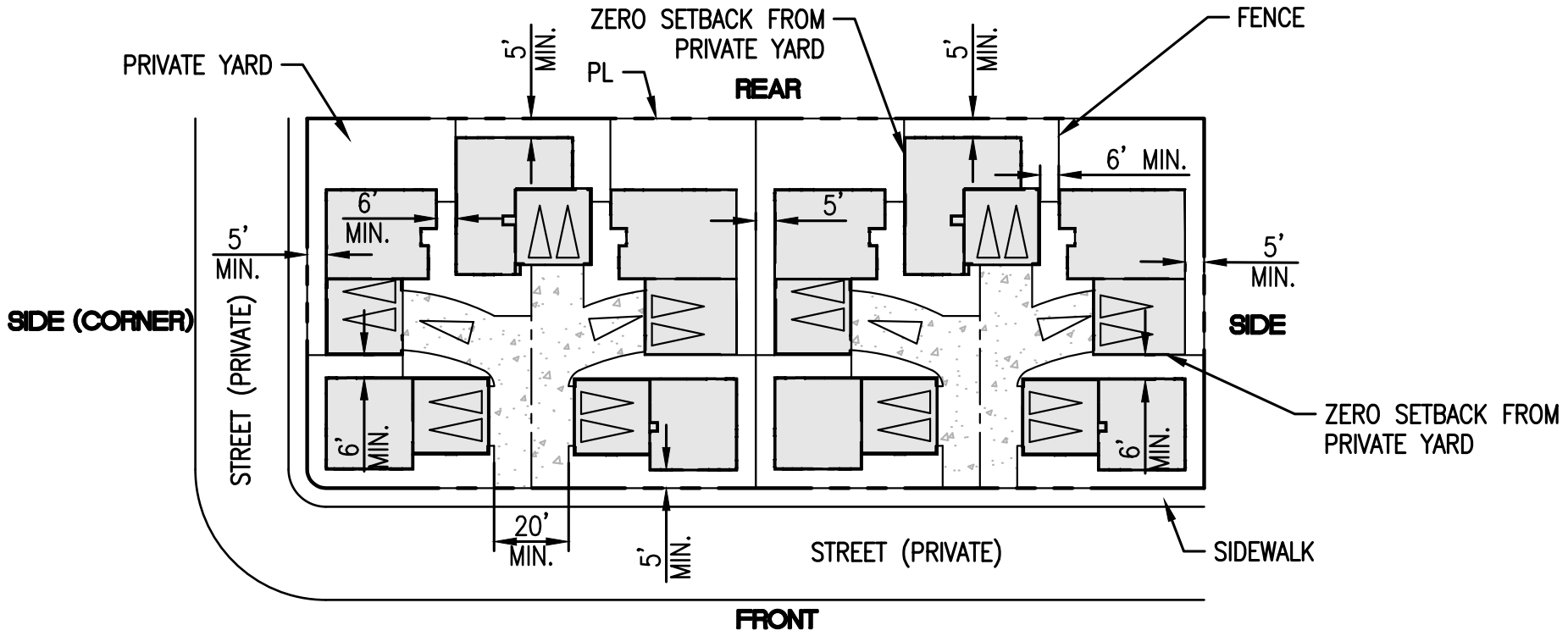
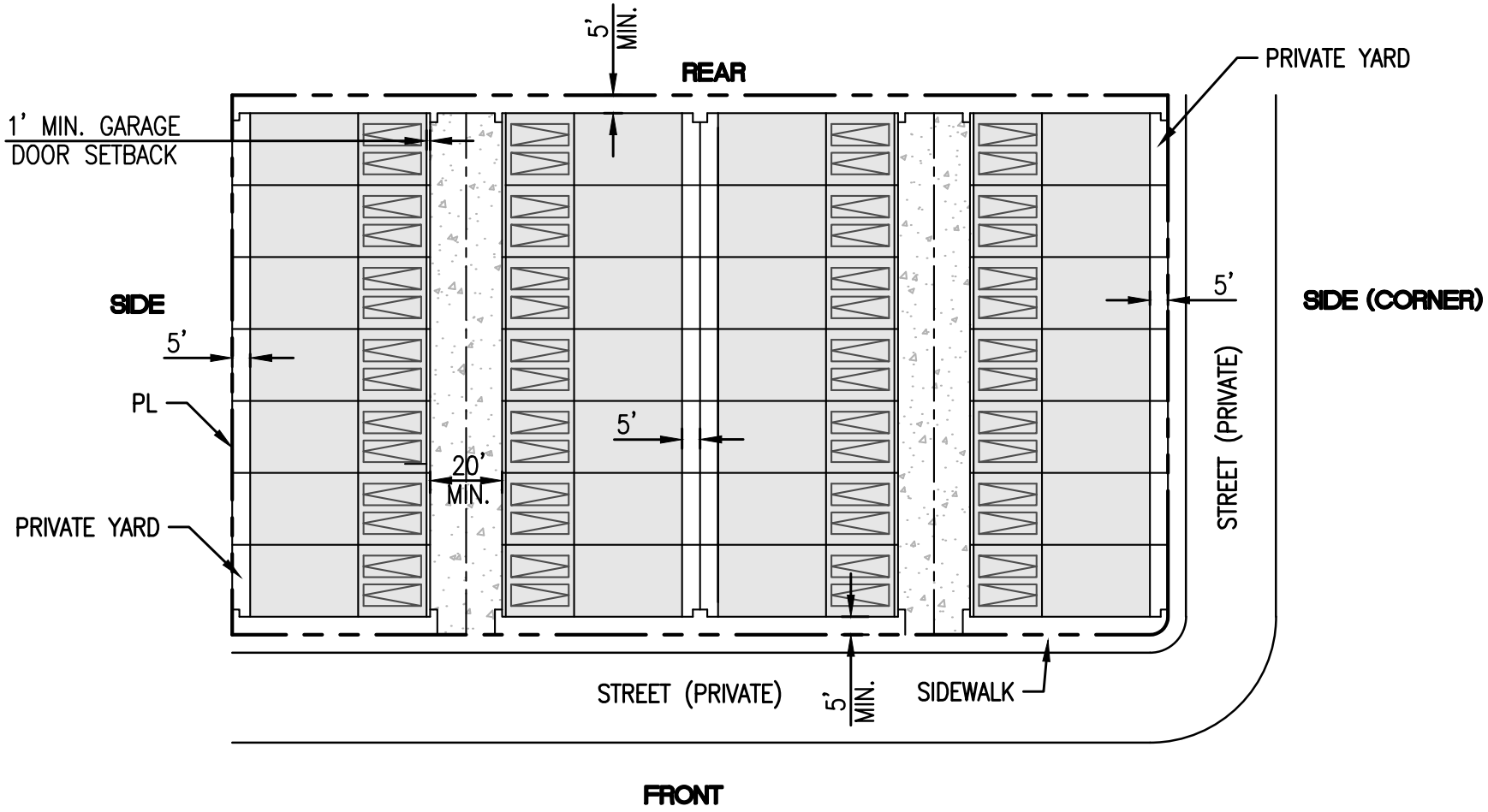


EXHIBIT I - TOWNHOME SAMPLE



3.4 THEMATIC LANDSCAPE STANDARDS

Landscaping shall conform with the requirements in this section, and as depicted in Exhibit K.

a) Parkview Drive: Formal tree pattern of broad spreading, deciduous Prosopis glanduosa (Honey Mesquite) trees.

- Proposed Tree Size & Spacing: Prosopis glanduosa, 36" Box tree planted at 30' on center.

b) Westland Drive: Formal tree pattern of alternating deciduous trees Fraxinus oxycarpa (Raywood Ash) and Robinia 'Idahoensis' (Idaho Locust).

- Proposed Tree Size & Spacing: Fraxinus oxycarpa and Robinia `Idahoensis,' 36" Box trees planted at 30' on center.

c) Ritter Ranch Road: Formal tree pattern of alternating Quercus ilex (Holly Oak) and Platanus racemosa (California Sycamore). The medians will be planted with a formal tree pattern of alternating Platanus racemosa (California Sycamore) and Chilopsis linearis (Desert Willow).

- Proposed Tree Size & Spacing: Quercus ilex and Platanus racemosa, 24" Box trees planted at 30' on center and the median; Platanus racemosa and Chilopsis linearis, 24" Box trees planted at 30' on center.

Occurs in Phase 1A. Shown for reference only:

d) Ranch Center Drive: Formal rows of evergreen trees, Quercus agrifolia (Coast Live Oak,) on each side parkway and Quercus suber (Cork Oak) in the median. These street trees will be backed by deciduous planting on the outer edges of the street with informal tree masses of Quercus agrifolia (Coast Live Oak)and Ginkgo biloba (Golden Colonnade Gingko), on slopes north of City Ranch Road.

- Proposed Tree Size & Spacing: Quercus agrifolia, 36" Box trees planted at 30' on center. Outer edge on South side are Quercus agrifolia 36" Box trees planted @30' on center, and Ginko biloba 24" Box trees planted at 30' on center.

e) City Ranch Road: Formal rows of evergreen trees Quercus agrifolia (Coast Live Oak) are occasionally interrupted on the north side to facilitate views of the expansive natural open space. The outer edge of the street plantings adjacent to the residences (on the south side of the street) are evergreen screening materials of an upright character Quercus suber (Cork Oak) and Ginkgo biloba (Golden Colonnade Gingko).

- Proposed Tree Size & Spacing: Quercus agrifolia, 36" Box trees planted at 30' on center. Outer edge on South side are Quercus suber 36" Box trees planted at 30' on center, and Ginko biloba 24" Box trees planted at 30' on center.

f) Red Tail Drive: Formal tree pattern of Platanus racemosa (California Sycamore)

- Proposed Tree Size & Spacing: Platanus racemosa, 36" Box trees planted @30' on center

Tree species are depicted in Exhibit J. Refer to implementation section 4.3 for maintenance requirements.



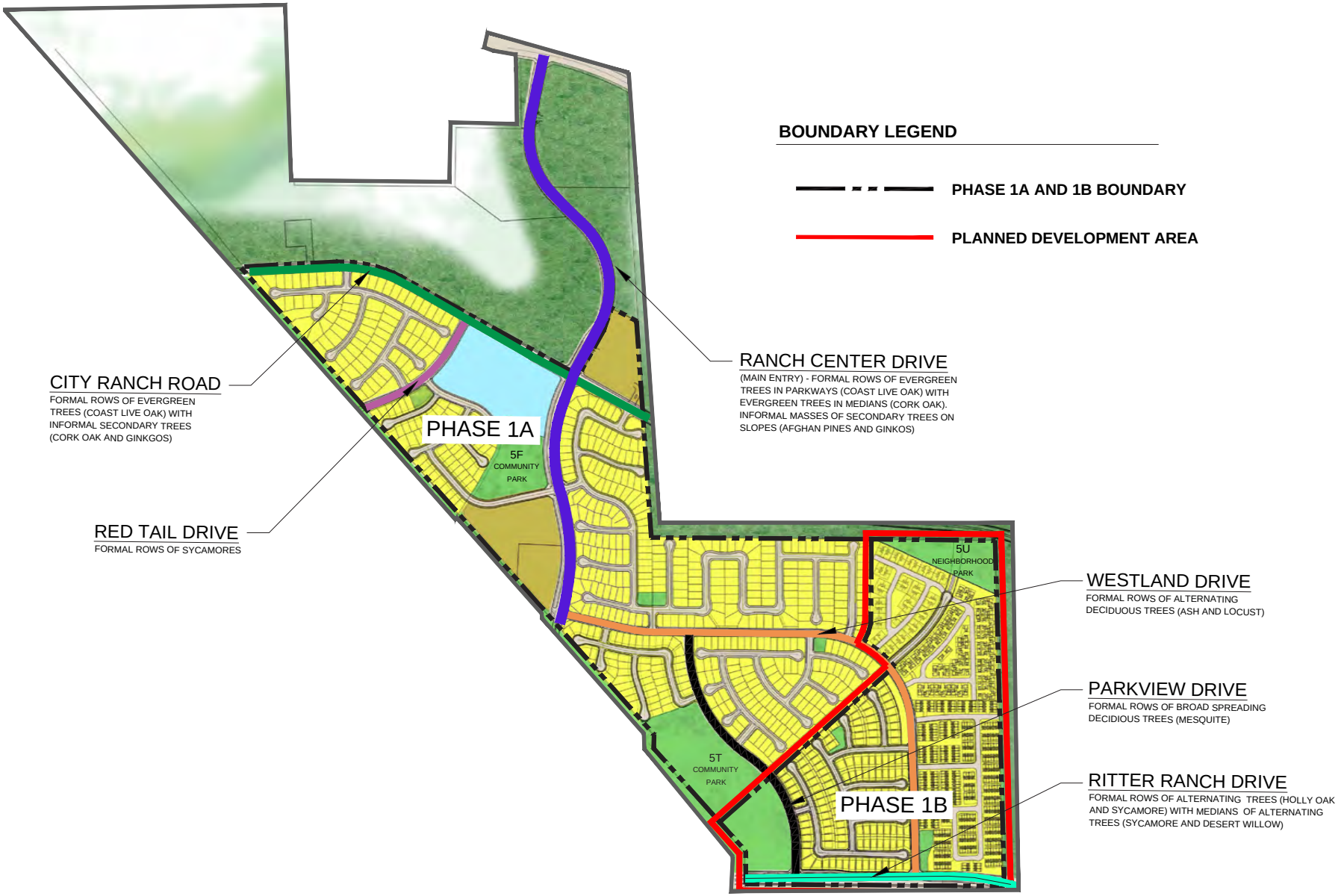
EXHIBIT J - TREE SPECIES

SOURCE: SUMMERS MURPHY & PARTNERS

Top row (L to R): Ginkgo, California Sycamore, Raywood Ash, Honey Mesquite, Idaho Locust

Bottom row (L to R): Cork Oak, Holly Oak, Coast Live Oak, Desert Willow

EXHIBIT K - THEMATIC LANDSCAPE TREATMENT LOCATIONS



3.5 PROJECT IDENTIFICATION SIGNAGE

3.5.1 Primary Entry Monument shall meet the following criteria:

a) Consistent with approved locations and designs as shown in Exhibit L.

b) Size: 10'-6" maximum height including base; and maximum base dimensions of 9'-9" tall x 9'-9" wide.

c) Location: 8'-6" minimum setback from back of sidewalk at corner to base. Location subject to approval of sight distance by Public Works.

3.5.2 Amenity ID Monument shall meet the following criteria:

a) Consistent with approved locations and designs as shown in Exhibit L.

b) Size: 6'-0" maximum height including base; maximum base dimensions of 5'-0" x 2'-6"; maximum sign dimensions of 3'-4" tall x 2'-0" wide.

c) Location: 13'-6" minimum setback from back of sidewalk at corner. Location subject to approval of sight distance by Public Works.

3.5.3 Tract Neighborhood ID Monument shall meet the following criteria:

a) Consistent with approved locations and designs as shown in Exhibit L.

b) Size: 7'-0" maximum wall height; 8'-0" maximum pilaster height; maximum sign dimensions of 2'-0" tall x 7'-0" wide.

c) Location: Positioned on the perimeter block walls at corner locations along the Right-of-Way line.

3.5.4 Residential Village ID Monument shall meet the following criteria:

a) Consistent with approved locations and designs as shown in Exhibit L.

b) Size: 7'-0" maximum wall height; 8'-0" maximum pilaster height; maximum sign dimensions of 4'-0" tall x 6'-0" wide.

c) Location: Positioned on the perimeter block walls at corner locations along the Right-of-Way line.

3.5.5 City Park ID Monument shall meet the following criteria:

a) Consistent with approved locations and designs as shown in Exhibit L.

b) Size: 4'-0" maximum wall height; maximum base dimensions of 7'-0"; maximum sign dimensions of 2'0" tall x 4'-0" wide.

c) Location: 11'-6" minimum setback from back of sidewalk at corner, situated at the entrance to the park.

All Monument Signs shall adhere to these PD standards. Signs must not obstruct motorists' vision of pedestrians or oncoming traffic. Signage will be constructed by a master developer concurrent with adjacent landscape improvements. Sign types not listed herein shall comply with Palmdale Municipal Code requirements.

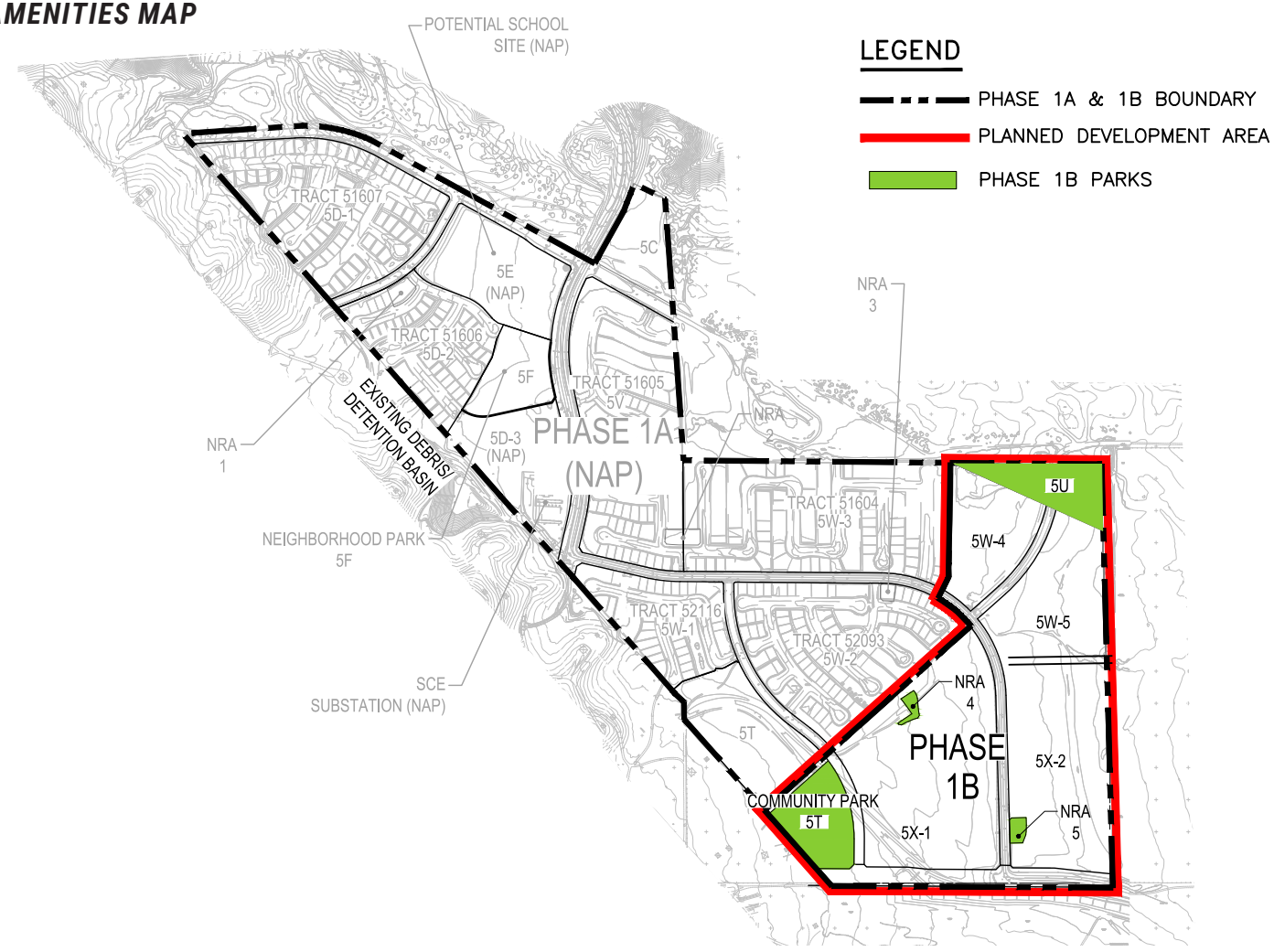
EXHIBIT L - ENTRY SIGNAGE PLAN



3.6 RECREATIONAL AMENITIES

As previously noted, the PD shall include two in-tract private Neighborhood Recreation Areas, the Public Neighborhood Park 5U, and a portion of the Public Community Park 5T. The locations of these amenities shall be consistent with Exhibit M. Amenities within the PD will contribute toward the 30 percent open space requirement for the overall PD area and shall contain a minimum of two of the following to satisfy SP Section 6.7.2.4.: swimming pool, recreational building, tennis courts, fitness center, and tot lot, or other facilities as approved by the Planning Manager. Refer to Implementation section 4.3 for maintenance requirements. Refer to Table 1 and Table 2 in Section 2.9 for park acreages.

EXHIBIT M - AMENITIES MAP



3.6.1 AMENITIES STANDARDS

3.6.1.1 Neighborhood Recreation Areas shall meet or exceed the standards as listed in SP Section 4.3.2.4.

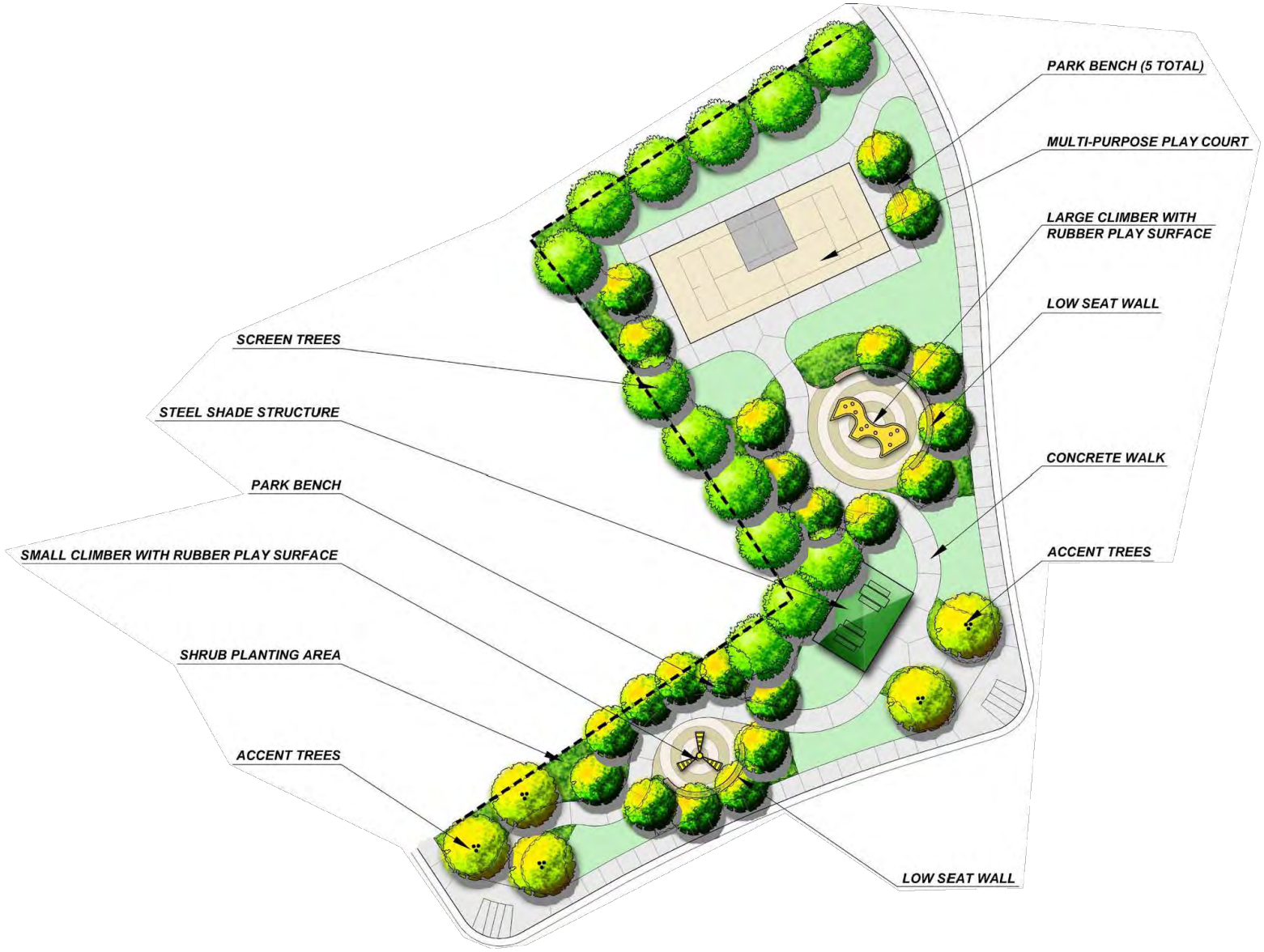
a) At a minimum, amenities provided in Neighborhood Recreation Area 4 shall include a covered shade structure with table and seating, and a turf passive recreation space. A conceptual design is provided in Exhibit N.

b) At a minimum, amenities provided in Neighborhood Recreation Area 5 shall include exercise equipment, two covered shade structures, and a turf passive recreation space. A conceptual design is provided in Exhibit O.

3.6.1.2 Neighborhood Recreation Areas shall be primarily pedestrian-accessed facilities. No off-street parking shall be provided.

3.6.1.3 Trails, bikeways, and trailheads within Phase 1B shall be provided as per Exhibit P and shall be constructed in compliance with the SP and PMC as applicable. These shall be maintained by the City of Palmdale.

EXHIBIT N - NEIGHBORHOOD RECREATION AREA 4



RITTER RANCH NEIGHBORHOOD AREA 4 | PRELIMINARY LANDSCAPE PLAN

RDR DEVELOPMENT HOLDINGS | PALMDALE, CA | JUNE 29TH, 2022

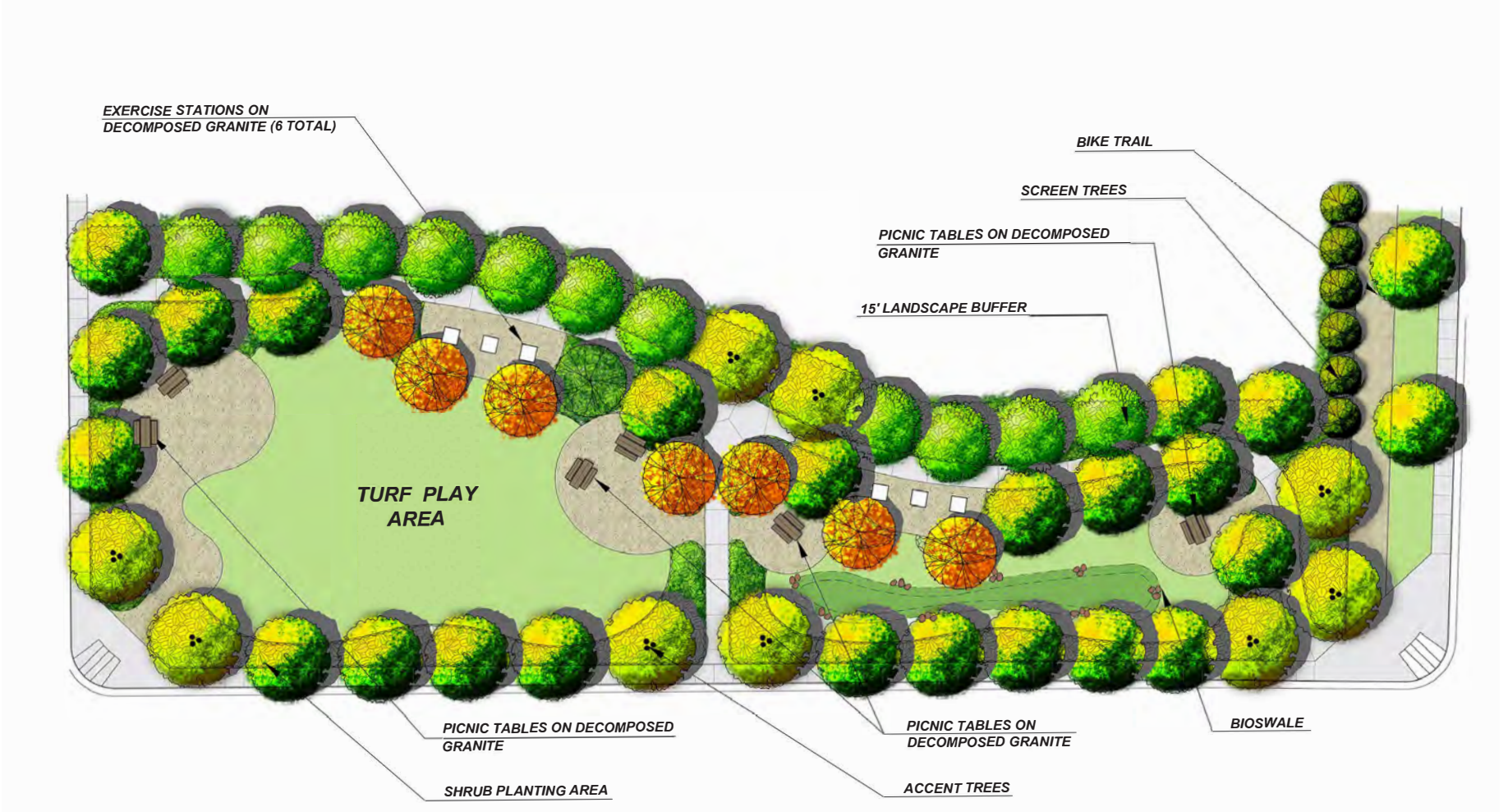
NORTH

SCALE: 1" = 10' - 0"

0 10 20 30 40

SMP ENVIRONMENTAL DESIGN
SUMMERS/MURPHY & PARTNERS, INC.
34197 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1446

EXHIBIT O - NEIGHBORHOOD RECREATION AREA 5



RITTER RANCH NEIGHBORHOOD AREA 5 | PRELIMINARY LANDSCAPE PLAN

RDR DEVELOPMENT HOLDINGS | PALMDALE, CA | JUNE 29TH, 2022

NORTH

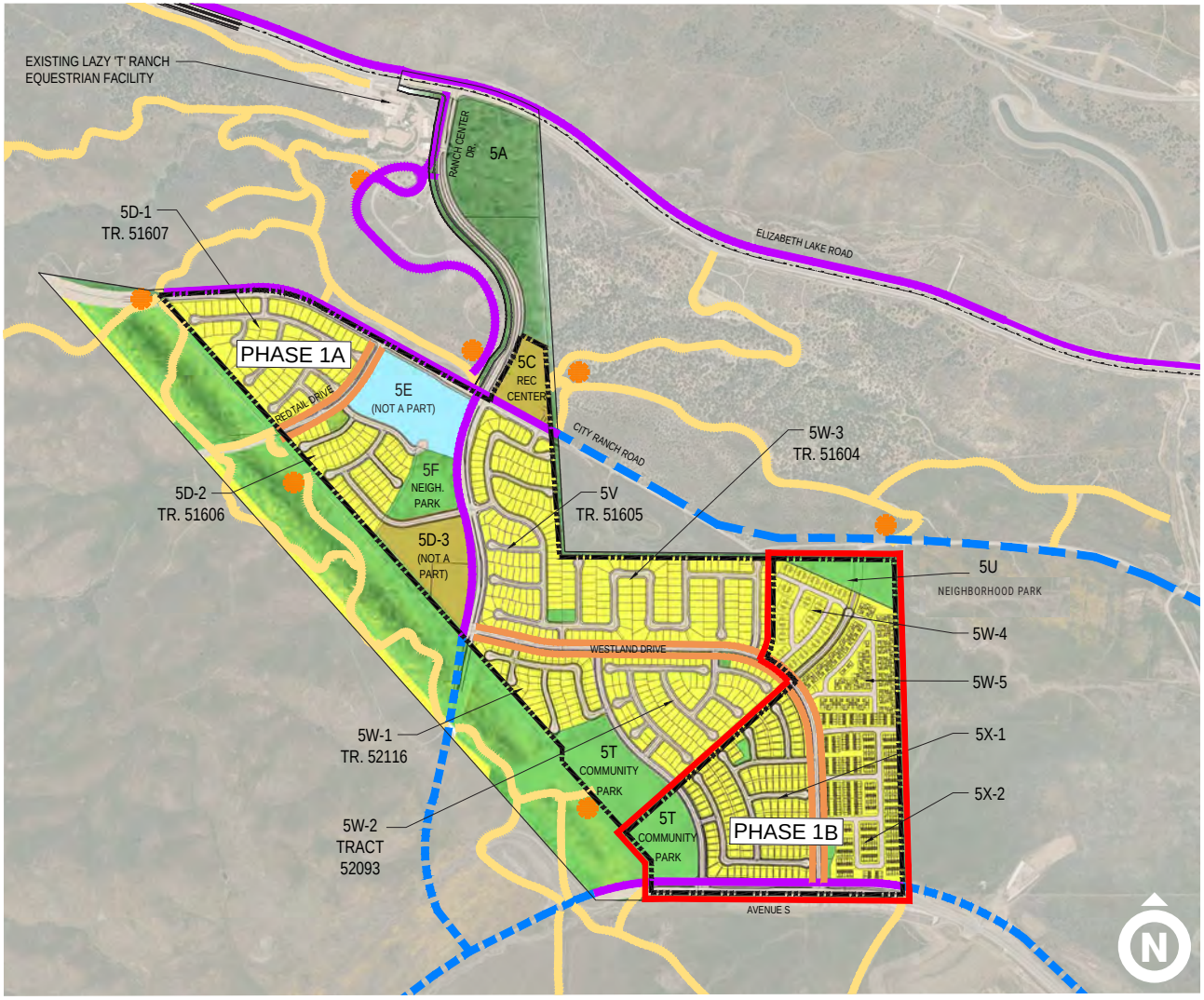
SCALE: 1" = 10' - 0"

0 10 20 30 40

SMP ENVIRONMENTAL DESIGN

SUMMERSMURPHY & PARTNERS, INC.
34197 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1446

EXHIBIT P - TRAILS PLAN



TRAILS LEGEND

MULTI-PURPOSE TRAIL / CLASS I BIKEWAY
SEPARATE FROM ROAD - 10' WIDE PAVED SURFACE
(4.2 MILES PROPOSED WITHIN RITTER RANCH)

CLASS II BIKEWAY
STRIPED LANE ON ROAD
(2.0 MILES PROPOSED WITHIN RITTER RANCH)

OFF-SITE TRAILS LEGEND

(NAP OF THIS PD, FOR REFERENCE ONLY)

PLANNED INCORPORATED CITY TRAILS
10' WIDE PAVED MULTI-PURPOSE
(NO PROPOSED IMPROVEMENTS WITHIN RITTER RANCH)

EXISTING DIRT ROADS / HIKING TRAILS
(TO REMAIN WITH NO PROPOSED IMPROVEMENTS)

PROPOSED TRAILHEAD LOCATION
(WITH INFO SIGNAGE ON LOCAL TRAIL SYSTEM)



EXAMPLE OF INFO SIGNAGE AT TRAILHEADS

BOUNDARY LEGEND

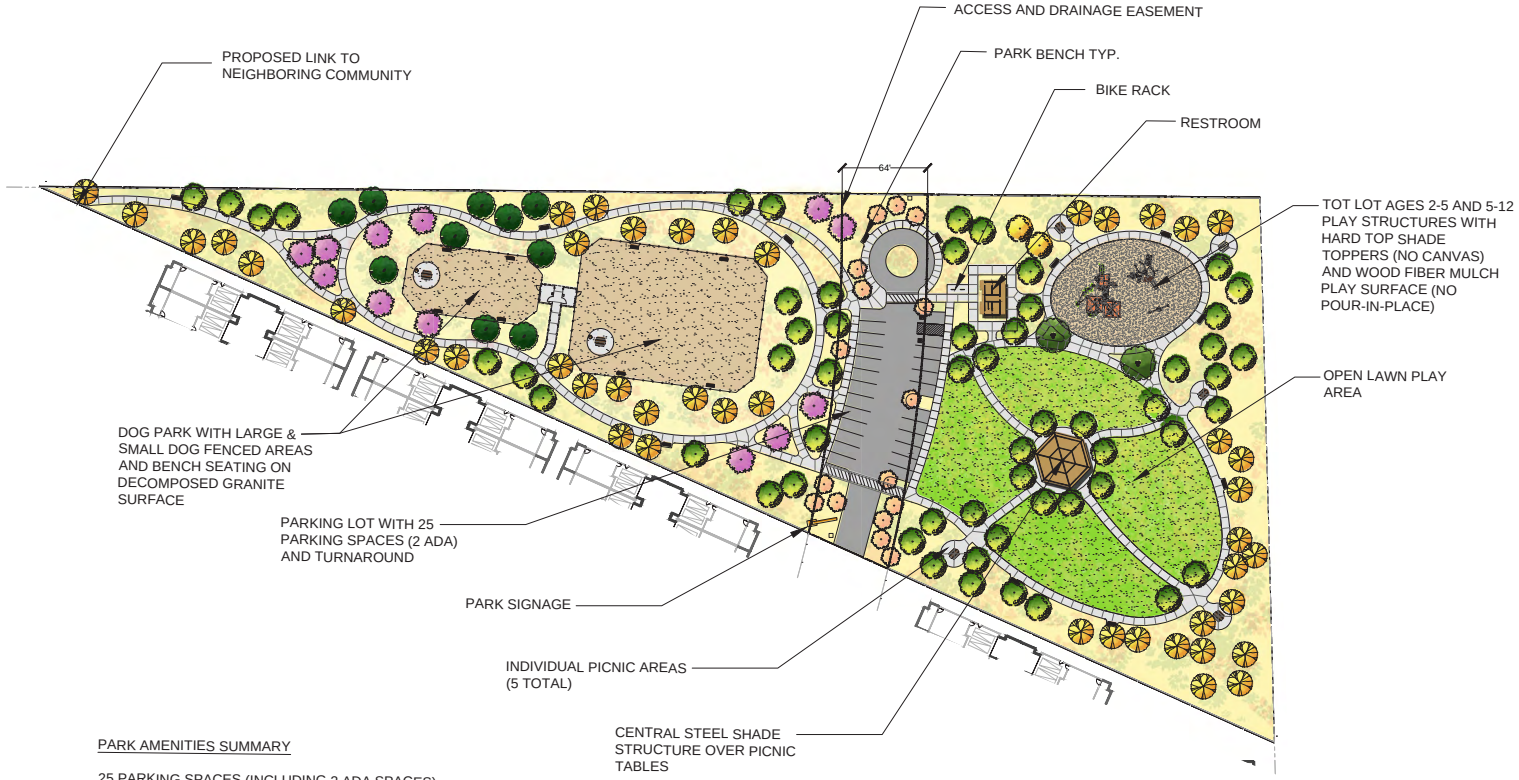
PHASE 1A AND 1B BOUNDARY

PLANNED DEVELOPMENT AREA

3.6.1 AMENITIES STANDARDS (CONT.)

3.6.1.6 Neighborhood Park 5U will provide amenities per SP Section 4.3.2.1. Off-street parking will be provided. A conceptual design is provided in Exhibit Q.

EXHIBIT Q - NEIGHBORHOOD PARK 5U



PARK AMENITIES SUMMARY

25 PARKING SPACES (INCLUDING 2 ADA SPACES)
1 TOT-LOT WITH 2-5 & 5-12 YRS PLAY STRUCTURES
1 RESTROOM BUILDING
1 BIKE RACK
5 INDIVIDUAL PICNIC TABLE AREAS
1 DOG PARK W/ LARGE AND SMALL DOG FENCED AREAS
OPEN LAWN PLAY AREA
1 GROUP PICNIC TABLE AREA WITH SHADE STRUCTURE

RITTER RANCH PARK 5U | Preliminary Landscape Plan

RDR DEVELOPMENT HOLDINGS | PALMDALE, MAY 30, 2024

NORTH

SCALE: 1" = 30' - 0"

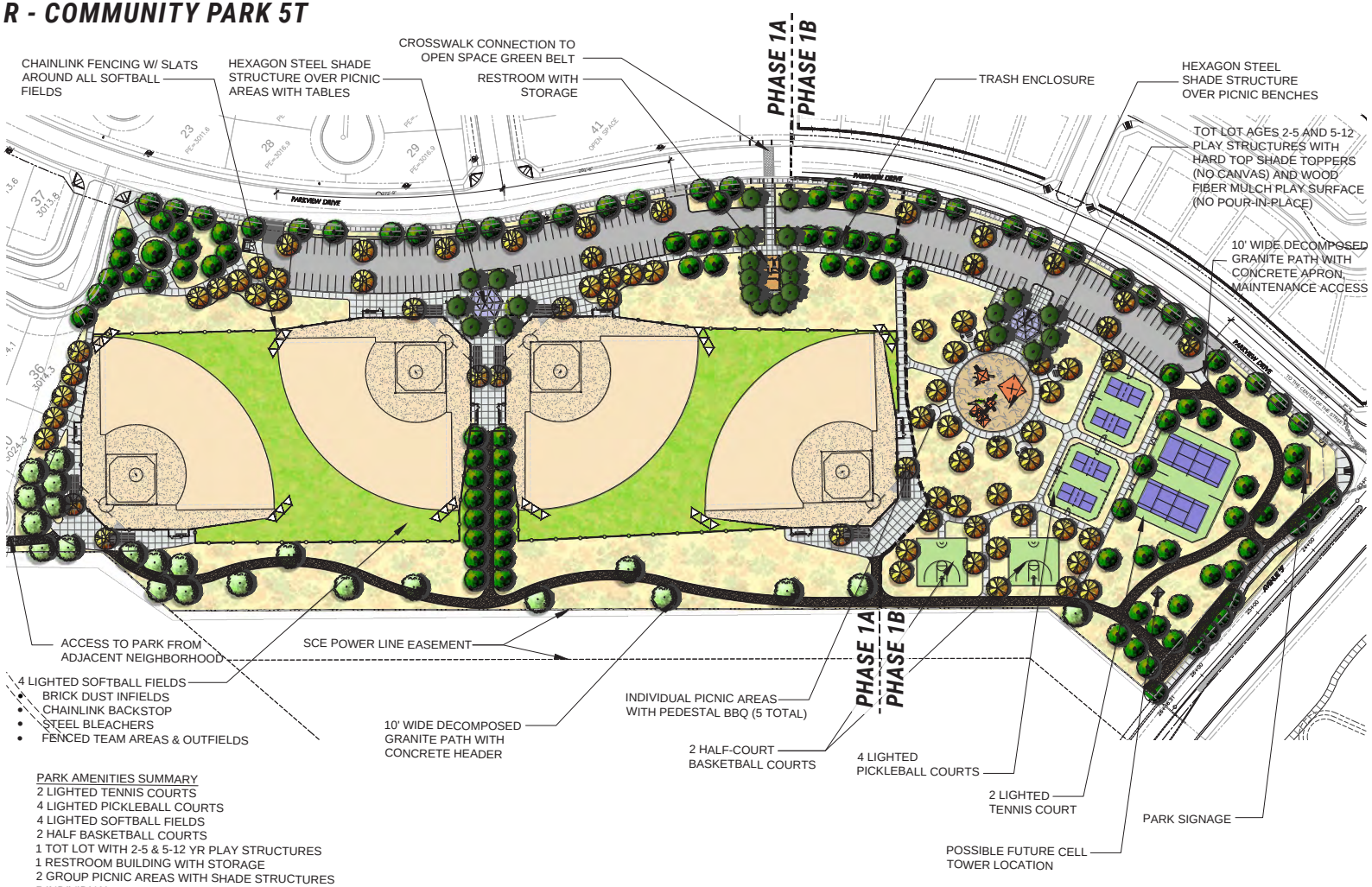
0 30 60 90 120

SUMMERSMURPHY & PARTNERS, INC.
34697 COAST HWY SUITE 202
DANA POINT, CA 92629
(949) 443-1446

3.6.1 AMENITIES STANDARDS (CONT.)

3.6.1.7 A portion of Community Park 5T is included in the PD Area, with the remainder included in future Phase 1A. Park 5T will provide amenities per SP Section 4.3.2.1. Off-street parking will be provided. A conceptual design is provided in Exhibit R.

EXHIBIT R - COMMUNITY PARK 5T



RITTER RANCH PARK 5T | Preliminary Landscape Plan

RDR DEVELOPMENT HOLDINGS | PALMDALE, CA | MARCH 27, 2024



SOURCE: STANTEC

4.0
IMPLEMENTATION

4.1 ENTITLEMENT PROCESSING

The following clarifies the relationship between this PD and future entitlements:

- The Ritter Ranch Specific Plan (Specific Plan) provides the basic entitlement framework for the entire project. The Specific Plan designates the portion of PA 5 included in the PD application as Single Family Attached (SFA) land use and allows other uses through an approved PD.
- "B" Maps are tentative tract maps typically submitted for individual subdivisions required for neighborhood build out. Tentative Tract Map 63145 is being processed in parallel with this PD to create single family detached lots.
- It is anticipated the Single Family Attached, Detached Condo, and Small Lot products will be processed by Site Plan Review and Tentative Tract Maps or Condominium Maps.
- Final designs for the Neighborhood Recreation Areas, the Neighborhood Park and the Community Park are subject to review and approval by the City of Palmdale.

*Note: Park 5T is a proposed parcel within 51508-3 and therefore the northern portion of the park being constructed as part of Phase 1A may be offered for dedication in advance by metes and bounds legal description.

4.2 PHASING

4.2.1 This PD does not establish a specific order in which each Planning Unit will be constructed. The backbone infrastructure for Westland Drive is existing (except water within the Phase 1B portion), and extensions of Parkview Drive and Ritter Ranch Road will be constructed as required to support adjacent Planning Units. Planning Units 5W-4 and 5W-5 will require the undergrounding of the existing channel bisecting these areas, along with construction of the proposed roadway and utilities in that alignment. Additionally, the construction of off-site down stream sewer improvements to service development within the Phase 1B area will be required. The improvements are intended to be master developer responsibilities; therefore, each individual Tentative Tract Map or Site Plan within the PD will be able to commence construction without waiting for infrastructure to be built out by earlier phases. This will allow the individual Planning Units to be developed independently of each other, in any order, when in compliance with the regulations and standards of this PD, as applicable.

4.3 LANDSCAPE MAINTENANCE

4.3.1 Within the PD boundary, landscape maintenance will be the responsibility of the following entities:

a) Arterial right-of-way median and slope will be the responsibility of the Homeowners Association (HOA).

b) Maintenance of temporary slopes (off-site) and temporary drainage facilities will be the responsibility of the Master Developer until adjacent development occurs.

c) Maintenance of all other landscaping including landscape easements, pedestrian spines and connectors, etc. will be the responsibility of the HOA.

d) Maintenance of the Neighborhood Park and the Community Parks will be the responsibility of the City of Palmdale.

e) Maintenance of the Neighborhood Recreation Areas will be the responsibility of the HOA.

f) The HOA is responsible for maintaining arterial medians and slopes, except in cases where a Landscape Maintenance District is established. For the parkways and medians along Ritter Ranch Road, maintenance will be handled by the Landscape Maintenance District.

g) Maintenance of signage, identified in section 3.5, will be the responsibility of the HOA, except for signage in City maintained Parks.

4.4 OPEN SPACE REQUIREMENTS

According to the Ritter Ranch Specific Plan, a minimum of 30% of the development area must be designated as open space. Currently, Phase 1B is comprised of 18% parks and neighborhood recreation areas. Therefore, each residential planning unit is required to include at least 12% open space, contributing to the overall requirement. These requirements can be fulfilled via HOA landscaping, private yards, and private balconies.

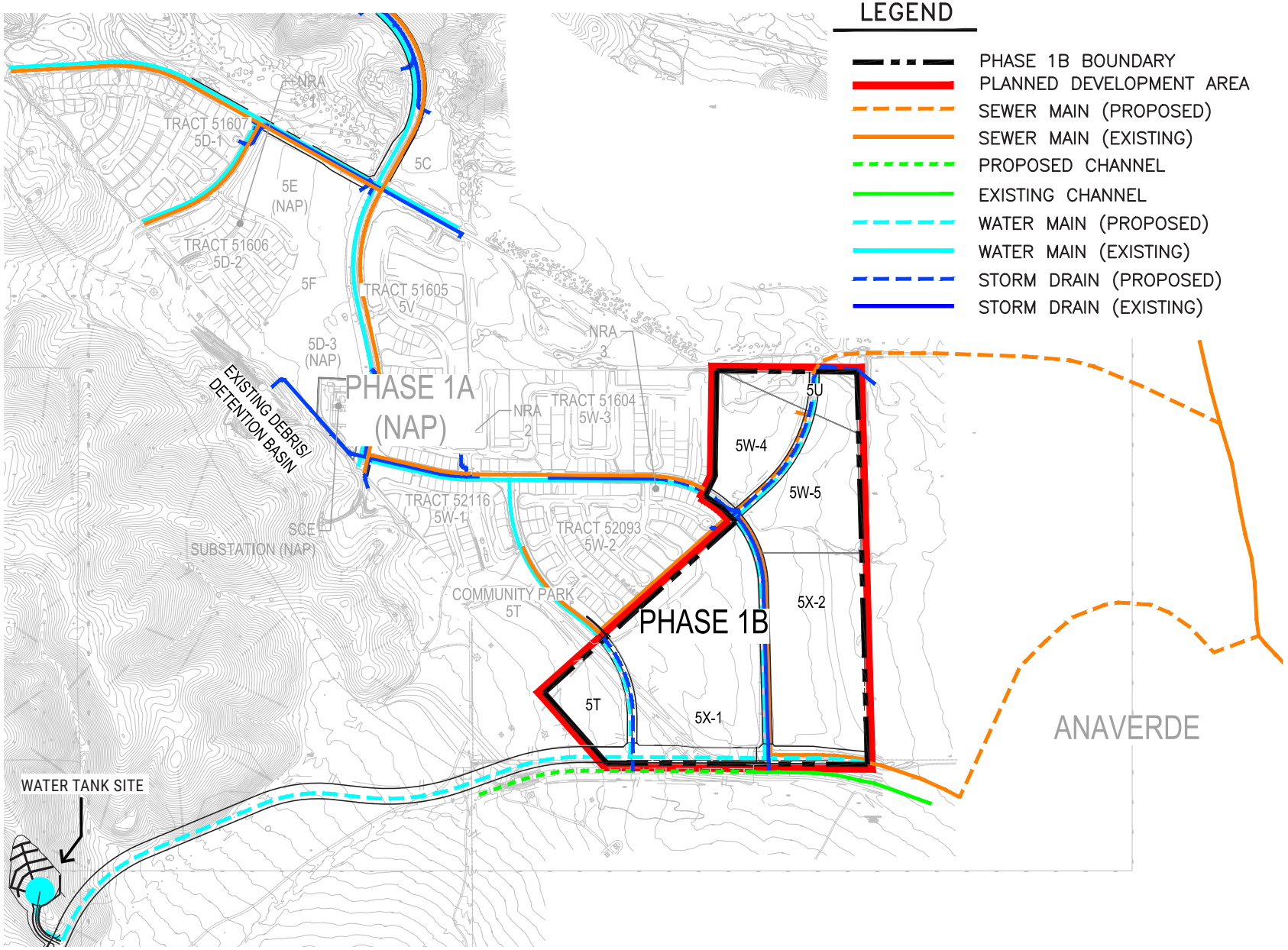


SOURCE: STANTEC

APPENDIX

APPENDIX A

INFRASTRUCTURE PLAN





STANTEC CONSULTING SERVICES, INC.
300 N LAKE AVE #400
PASADENA, CA 91101
213-269-4192

SOURCE: STANTEC

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING CONDITIONAL USE PERMIT 23-0018 AND VESTING TENTATIVE TRACT MAPS 23-0003 (VTTM 51508-03) AND 23-0004 (VTTM 63145) TO FACILITATE THE DEVELOPMENT OF APPROXIMATELY 75 ACRES FOR THE PURPOSE OF CONSTRUCTING 627 SINGLE-FAMILY RESIDENCES WITHIN PHASE 1B OF THE RITTER RANCH SPECIFIC PLAN GENERALLY LOCATED TO THE EAST AND WEST OF WESTLAND DRIVE/RANCH CENTER DRIVE AND SOUTH OF CITY RANCH ROAD (APN: 3206-020-017)

WHEREAS, RdR Development Holdings, LLC, has filed an application requesting the approval of Conditional Use Permit (CUP) 23-0018, and Vesting Tentative Tract Maps (VTTM) 23-0003 (VTTM 51508-03) and 23-0004 (VTTM 63145), collectively known as Phase 1B of the Ritter Ranch Specific Plan (SP) (hereinafter referred to as “Application”); and

WHEREAS, The Application applies to approximately 75-acres generally located within the SP to the east and west of Westland Drive/Ranch Center Drive and south of City Ranch Road indicated on the Los Angeles County Assessor Roll as Assessor Parcel Number 3206-020-017 as legally described in Exhibit A hereto and shown on the map attached hereto as Exhibit B; and

WHEREAS, On January 16, 2025, the Planning Commission of the City of Palmdale adopted Resolution No. PC-2024-029 recommending City Council approval of the Application; and,

WHEREAS, On February 18, 2025, the City Council of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date.

WHEREAS, All legal prerequisites to the adoption of this Resolution have occurred.

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 City Council hereby specifically finds that all the facts set forth in the Recitals of the Resolution are true and correct

.

SECTION 2. The City Council hereby finds as follows with respect to the environmental documentation prepared for the Application:

A. An Environmental Impact Report (EIR) was prepared for the project in conjunction with the original approval and on February 27, 1992, the City Council adopted EIR 90-4 (Resolution No. 92-22, SCH No. 90010124). The EIR identified potential significant impacts with respect to: Earth Resources, Air Resources, Water Resources, Biological Resources, Noise, Aesthetics, Land Use, Public Health and Safety, Traffic, Cultural Resources and Public Facilities. A Statement of Overriding Consideration was adopted by the City Council in conjunction with the original approval. In accordance with Public Resources Code Section 21166 and State California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15163, the proposed project does not require the preparation of a subsequent or supplemental to the EIR prepared for the SP (EIR 90-4) since: 1) the project will cause no substantial changes in any portion of the project which was described in EIR 90-4, which would require major revisions to EIR 90-4 due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects because the project is not modifying the scope or intent of the SP; 2) no substantial changes have occurred with respect to the circumstances under which the project is undertaken, which will require major revisions to said EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified environmental effects, because no significant development adjacent to the project area which impacts the infrastructure, services, or development potential within the City's boundaries has occurred; and 3) no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, has been provided with respect to the SP. As such, an addendum to the EIR has been prepared (Exhibit J) in accordance with CEQA Guidelines Section 15164 and has identified that there are no new or additional significant impacts that were not already addressed by the EIR.

B. The custodian of records for the environmental document, and all other materials which constitute the record of proceedings upon which the City Council decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

SECTION 3. Based upon substantial evidence presented to the City Council during the February 18, 2025, public hearing, including public testimony and written

and oral staff reports, and incompliance with SP Section 8.10, the City Council specifically finds as follows:

A. The proposed conditional use is consistent with the Ritter Ranch Specific Plan. (SP)

B. The proposed use is consistent with the goals, policies, and objectives of the General Plan. (CUP)

C. The proposed subdivision, together with the provisions for its design and improvement, shall be consistent and compatible with the maps, goals, objectives and policies of the General Plan, Zoning Ordinance and any applicable specific plan. (TTM)

As specified within SP Section 8.10, a conditional use permit is the implementing tool for establishment of a planned development document. Implementing a planned development document within the SP, allows greater flexibility in design and encourages well-planned neighborhoods. The Application facilitates the development of 627 single-family residences on approximately 75 acres and includes open space, neighborhood and community parks, and interconnectivity. As required, the overall density specified within the SP is maintained while allowing for reconfiguration of the area to accommodate development of the well-planned community.

The proposed subdivisions are consistent with the SP and the planned development (CDEV 23-0002) document, which provides special development standards for the project, landscape standards, and thematic landscape features as outlined within Exhibits C and D.

D. The proposed use is beneficial and desirous to the community and is consistent with the purpose, intent and standards of this title and other applicable ordinances and codes adopted by the city. (CUP)

E. The site is physically suitable for the type and proposed density of development proposed by the tentative map. (TTM)

Implementing a planned development document within the SP, allows greater flexibility in design and encourages well-planned neighborhoods. As indicated above, the Application facilitates the development of 627 single-family residences on approximately 75 acres and includes open

space, neighborhood and community parks, and interconnectivity as envisioned by the underlying SP as outlined within Exhibits E and F.

In conjunction with prior approvals, portions of the site have been previously graded, and portions of major roadways constructed. An existing power line easement is located to the south of the site, but the Application has been designed to avoid the easement.

F. The nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed conditional use shall be permitted where such use will adversely affect or be materially detrimental to said adjacent uses, buildings or structures. (SP)

G. The proposed use and the ongoing operation of the use will not have a substantial adverse effect on abutting property or the allowed use thereof, and will not generate excessive noise, vibration, traffic, or other disturbances, nuisances, or hazards. (CUP)

H. The design of the subdivision and the type of improvements are not likely to cause serious public health and safety problems. (TTM)

The Application anticipates residential development and all infrastructure and amenities anticipated by the SP. Currently, there are no adjacent uses, buildings or structures as the Application proposes to implement the second phase of development (Phase 1B) of the SP, which will be constructed in conjunction with the adjacent first phase (Phase 1A). Given that the planned development document does not alter land use, but allows a cohesive and well-planned neighborhood, the Application will not adversely affect or be materially detrimental to any surrounding uses.

In addition, the project will be required to install improvements such as streets, curbs and sidewalks in compliance with City standards. Also, the discharge of waste from the proposed subdivision into an existing community sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board because the applicant is required to dedicate a new sewer system to the city and install private laterals for each residential lot. In addition, the project is required to provide on- and off-site improvements as required by the water purveyor. Furthermore, the public improvements required for this subdivision are reasonable and proportional to the impacts caused by the proposed development and are necessary to provide access for future residents within the project, protect the

subdivision, and surrounding properties, and promote the safety of the public.

I. The site for a proposed conditional use is served by highways or streets adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate. (SP)

J. The site for the proposed use has adequate pedestrian and vehicular access. (CUP)

The major roadways serving the site, including Ranch Center Drive, City Ranch Road, and Westland Drive, have previously been constructed in conformance with the requirements of the SP. Internal roadways within the proposed subdivisions will be graded, paved and completed as development of each of the subdivisions occurs.

K. The tentative map does not propose to divide land which is subject to contract entered pursuant to the California Land Conservation Act of 1965, or the land is subject to a land conservation act contract but the resulting parcels following division of the land will not be too small to sustain their agricultural use. (TTM)

A review of the preliminary title report for the subject property revealed that the property in question has not been included in any such contract and therefore, the Application does not propose to divide land, which is subject to such a contract.

L. The design of the subdivision and the proposed improvements, with conditions of approval, are either: (TTM)

a. Not likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife or their habitat, or

b. The design of the subdivision and the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, but an environmental impact report has been prepared and a statement of overriding considerations has been adopted, pursuant to Public Resources Code Section 21081(c), finding that specific economic, social or other considerations make it not feasible to adopt the mitigation measures or project alternatives identified in the environmental impact report.

M. The proposed tentative map or tentative parcel map is in conformance with the intent and requirements set forth in the Ritter Ranch Specific Plan. (SP)

N. The tentative map design provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible. (TTM)

As allowed within SP Section 8.10, the tentative map meets the requirements of the proposed Planned Development document (CDEV23-0002), which includes special development standards of the project, landscape standards, and thematic landscape features. The lots created by the Application comply with the standards of, and will be landscaped pursuant to, standards within the Planned Development.

In addition, the development is designed with adequate dimensions to maximize the opportunities for passive and natural heating and cooling. The topography of the site has been considered in the maximization of passive or natural heating and cooling opportunities. Based upon a review of the tentative tract maps, each lot meets or exceeds the minimum size, width, and depth requirements as specified within the Planned Development prepared for the portion of the Ritter Ranch Specific Plan that includes the proposed project.

O. The site for a proposed conditional use is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features prescribed in the Specific Plan, or as required by the Planning Commission as a condition to integrate said use with the uses in the neighborhood. (SP)

P. The proposed landscape plan, architectural design and materials, and site plan are designed to exceed the intent and desired effect of standards established in the Ritter Ranch Specific Plan. (SP)

The Application will be further implemented through approval of the two individual Vesting Tentative Tract Maps, which have been designed to properly accommodate future residences, yards, fences, parking, etc. As required by the Conditions of Approval for the associated VTTM's, each subdivision will be required to obtain approval of the placement of each residence prior to issuance of permits. All individual structures will be checked for conformance with the Planned Development document, SP, and/or Palmdale Municipal Code to ensure that development is consistent with all applicable development standards.

Furthermore, the proposed landscape plan, architectural design and materials, and site layout are designed to exceed the intent and desired effect of the standards established in the SP as evidenced by the landscape treatments along the internal roadways and the architectural features described in the planned development document and supplemental Residential Design Guidelines.

Q. The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the private property within the proposed subdivision, or the design of the subdivision and the type of improvements will conflict with the easements acquired by the public at large for access through or use of property within the proposed subdivision but alternate easements which are substantially equivalent to those previously acquired by the public will be provided. (TTM)

The title report for the site revealed that the design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivisions because the existing easements along the western portion of the project site will not be altered by the proposed project.

In addition, the Conditions of Approval require dedication and improvement of publicly owned rights-of-way, storm drains, and other drainage facility easements.

R. The proposed subdivision, including any proposed phasing, represents orderly development of the project site and surrounding area. (TTM)

The proposed subdivisions meet the requirements specified within the SP and planned development document. The individual lots created by the proposed maps are consistent with the type and pattern of development envisioned by the underlying SP and will ensure orderly continuation of the development pattern of the adjacent Phase 1A.

S. The project is consistent with the Site Plan Review Findings of approval as identified in Section 8.9, Site Plan Review. (SP)

Implementing a planned development document within the SP, allows greater flexibility in design and encourages well-planned neighborhoods. The Application facilitates the development of 627 single-family

residences on approximately 75 acres and includes open space, neighborhood and community parks, and interconnectivity. As required, the overall density specified within the SP is maintained while allowing for reconfiguration of the area to accommodate development of the well-planned community. In addition, the design of the development takes existing conditions, such as seismically restricted or flood plain areas into consideration and creates a cohesive design theme.

SECTION 4. Based on the findings and conclusions set forth in Sections 1, 2, and 3 above, the City Council hereby approves CUP 23-0018 and VTTM's 23-0003 (51508-03) and 23-0004 (63145) subject to the associated Planned Development document (CDEV 23-0002) and the Conditions of Approval as set forth in Exhibits H and I and find that the project includes minor alterations to the previously adopted Environmental Impact Report (EIR 90-4) prepared for the previously approved project as outlined within the addendum (Exhibit J).

SECTION 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 18th day of February, 2025.

Approved as to form:

William P. Curley, III
City Attorney

_____
Richard J. Loa, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City 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 18th day of February 2025, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR
CUP 23-0018, VTTM'S 23-0003 (51508-03) AND 23-0004 (63145)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TENTATIVE MAP NO. TTM 51508-03 IS A SUBDIVISION OF THE LAND DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN TRACT NO. 51508-02, AS PER MAP RECORDED IN BOOK 1214 PAGES 37 TO 40, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

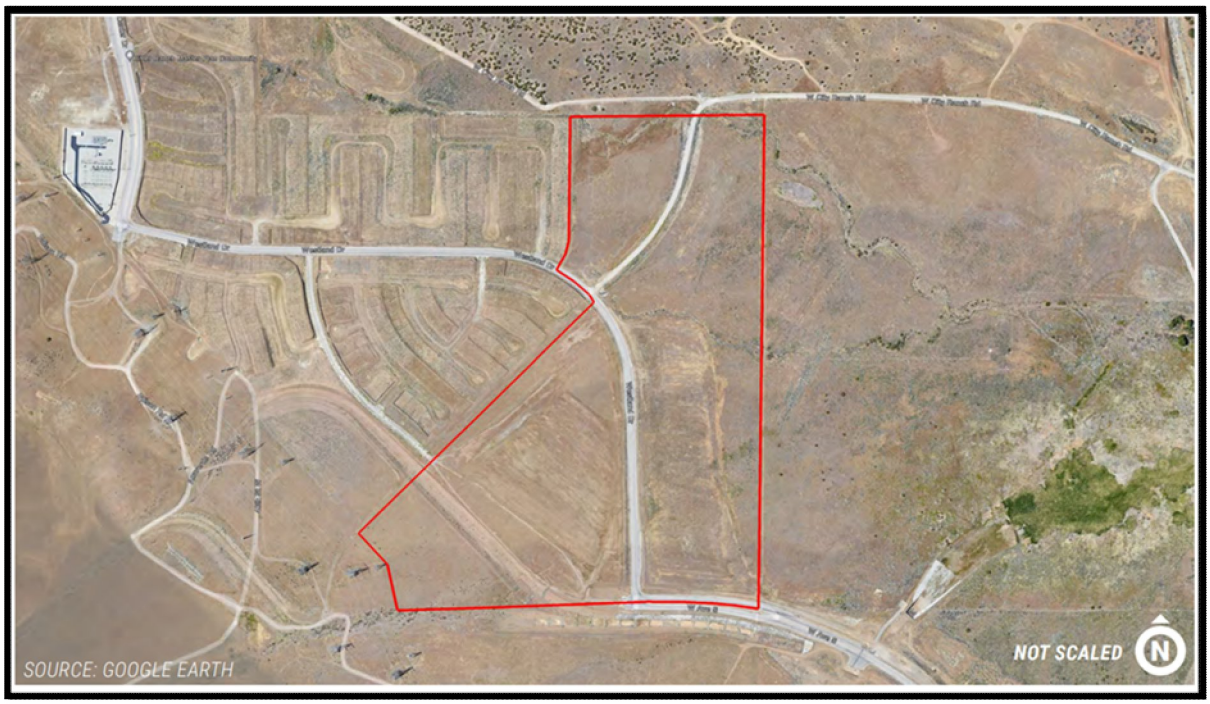
TENTATIVE MAP NO. TTM 63145 IS A SUBDIVISION OF THE LAND DESCRIBED AS FOLLOWS:

LOT 2 OF TENTATIVE MAP NO. TTM 51508-03

APN: 3206-020-017

EXHIBIT B

AERIAL/VICINITY MAPS FOR
CUP 23-0018, VTTM'S 23-0003 (51508-03) AND 23-0004 (63145)



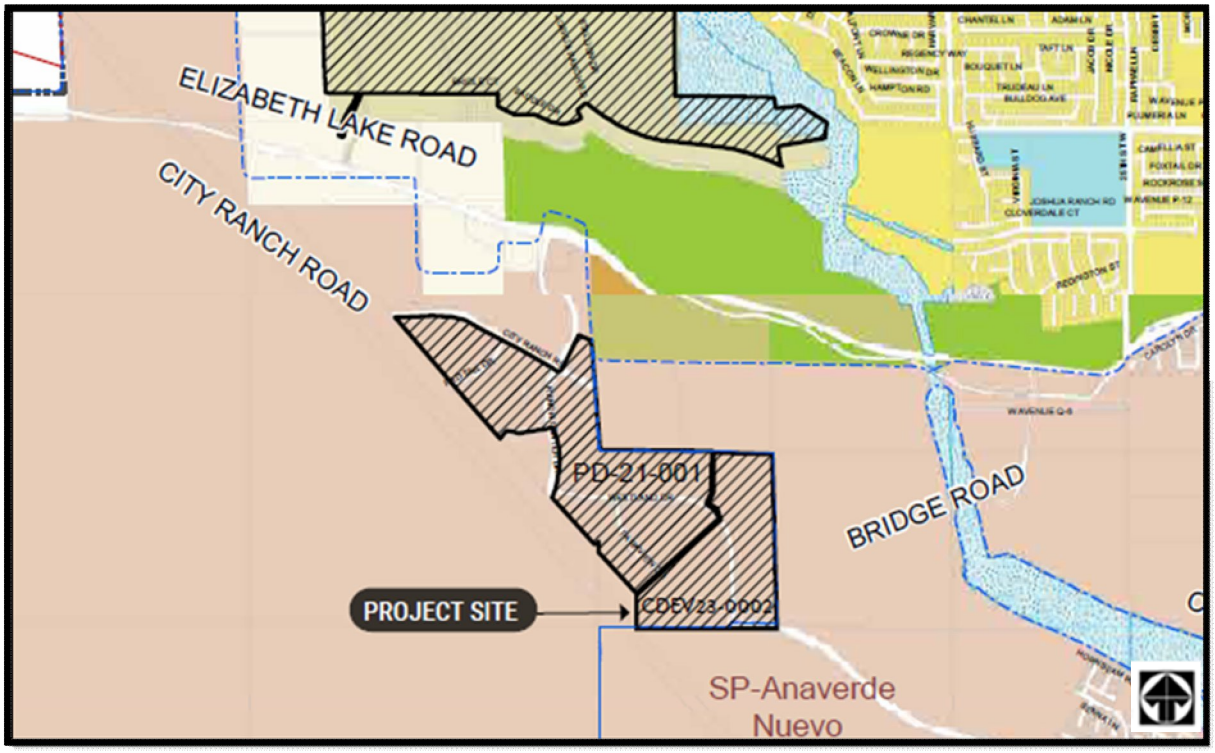


EXHIBIT C

SPECIFIC PLAN CONSISTENCY

	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use	Goal 1: Create a comprehensively designed Specific Planned Community.	Yes	The proposed tentative map and amenities have been designed in a manner that is consistent with both the Planned Development document and the Ritter Ranch Specific Plan. The tentative map is seamlessly integrated into surrounding development and incorporates a fully landscaped, connective residential community.
Circulation	Goal 1: Provide a transportation system which allows for the safe and efficient movement of people, goods and services throughout Ritter Ranch	Yes	The proposed roadway system is designed in the locations and to the dimensions as required by the circulation plan of the Ritter Ranch Specific Plan.
Housing	Goal 1: Housing availability and opportunity for all citizens.	Yes	The proposed planned development allows for varying lot sizes, which will ensure construction of housing for various income levels as envisioned by the Specific Plan.
Public Services and Utilities	Goal 1: Provide adequate public and semi-public services to serve the needs of the Ritter Ranch development and the residents in an efficient and cost-effective manner.	Yes	The proposed project will provide all improvements necessary to ensure that public and semi-public services are adequately provided. In addition, conditions of approval have been proposed that will require adequate financing mechanisms to ensure the provision of such services is cost-effective.
Design	Goal 2: Provide public parkland for both passive and active use that is equally accessible to the community on a neighborhood, community and regional basis.	Yes	The proposed tentative map includes parcels dedicated to open space, which will include a variety of amenities for use by future residents and the surrounding community.

**Justification is based on a review of the plans date stamped 'Received November 11, 2024'.*

EXHIBIT D

PLANNED DEVELOPMENT STANDARDS

	Standard	Standard Met?	Justification*
Land Use	The permitted land uses in Phase 1B shall comply with listed requirements in the following order of hierarchy: Planned Development; Ritter Ranch Specific Plan; City of Palmdale Municipal Code. These Planning units include: a) 5X-1: SFD (includes SFD land uses as specified by section 6.4 of the Ritter Ranch Specific Plan and City of Palmdale Municipal Code, unless otherwise specified in the Planned Development) b) All other Planning Units: Refer to section 6.5 of the Ritter Ranch Specific Plan. (PD Section 3.1.1)	Yes	The residential single family uses proposed in Phase 1B are consistent with the standards in the PD.
Density	Planning Units 5W and 5X exceed the Specific Plan dwelling unit allocation. SP Section 8.17.2.3 allows for a density transfer not to exceed 20% from other Planning Units. The PD proposes the transfer of 92 dwelling units from unspecified PA5 planning units that remain unallocated.	Yes	The SP provides flexibility in the distribution of dwelling units in each Planning Area (PA) by allowing dwelling units to be transferred between planning units in accordance with SP Section 8.17. A balance of 1,411 dwelling units remains within PA5 of the SP

PLANNED DEVELOPMENT STANDARDS (CONTINUED)

	Standard	Standard Met?	Justification*
Lot Development Standards	The SP allows a PD to propose comprehensive development standards for greater flexibility in design	Yes	Section 3.0 of the PD provides varying lot development standards for single family attached and detached dwellings to ensure flexibility and variety in housing types and affordability levels.
Building Design	All residential buildings shall comply with the Residential Architectural Designs listed in Specific Plan Section 7.3. (PD Section 3.1.2)	Yes	All future residential buildings plans will be reviewed by the city as part of the Building Permit submittal process.
Accessory Dwelling Units	Attached, Detached and Junior Accessory Dwelling Units may be permitted in all planning units in addition to the 627 proposed units, either as part of the original development or constructed later, provided they comply with the Palmdale Municipal Code (PD Section 3.1.3)	Yes	This is consistent with State Law and assists the city in expanding housing opportunities for various income levels.
Circulation: Roadway Standards	Roadway design shall be consistent with standards in Specific Plan Section 4.8.1 and 4.8.2. (PD Section 3.2.1)	Yes	Staff has verified that proposed roadways are consistent with this requirement

PLANNED DEVELOPMENT STANDARDS (CONTINUED)

	Standard	Standard Met?	Justification*
Landscaping	Landscaping shall conform with the requirements in this section, and as depicted in Exhibit K of the PD	Yes	Proposed thematic landscaping is consistent with the master theme of the SP.
Recreational amenities	Consistency with SP Park dedication and Neighborhood Recreation Area Criteria (PD Section 6.7.2.4)	Yes	Two private Neighborhood Recreation Areas, the Public Neighborhood Park 5U, and a portion of the Public Community Park 5T are included in Phase 1B.

**Justification is based on a review of the plans date stamped 'Received November 11, 2024'.*

EXHIBIT E

VTTM 51508-03

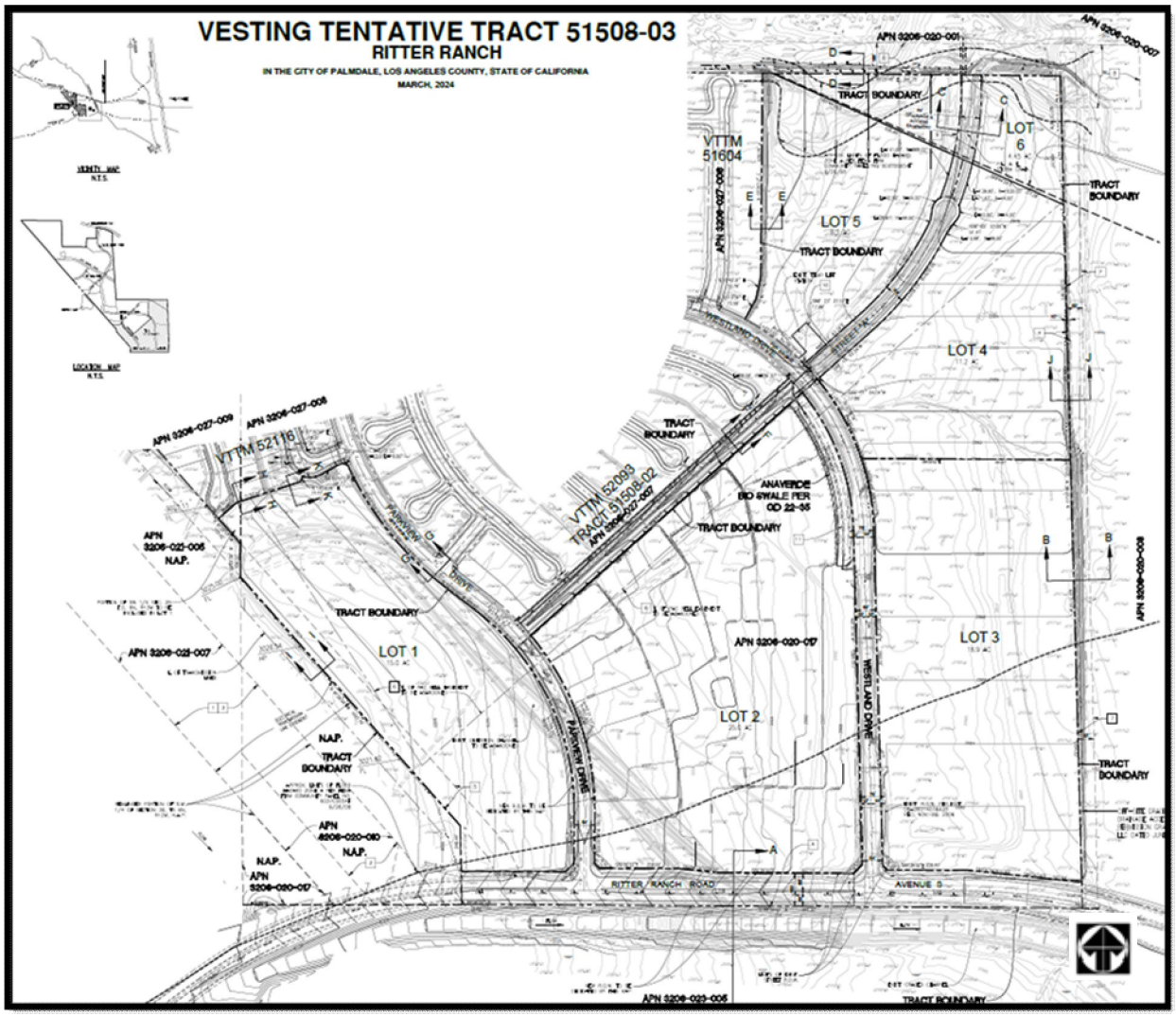


EXHIBIT F

VTTM 63145

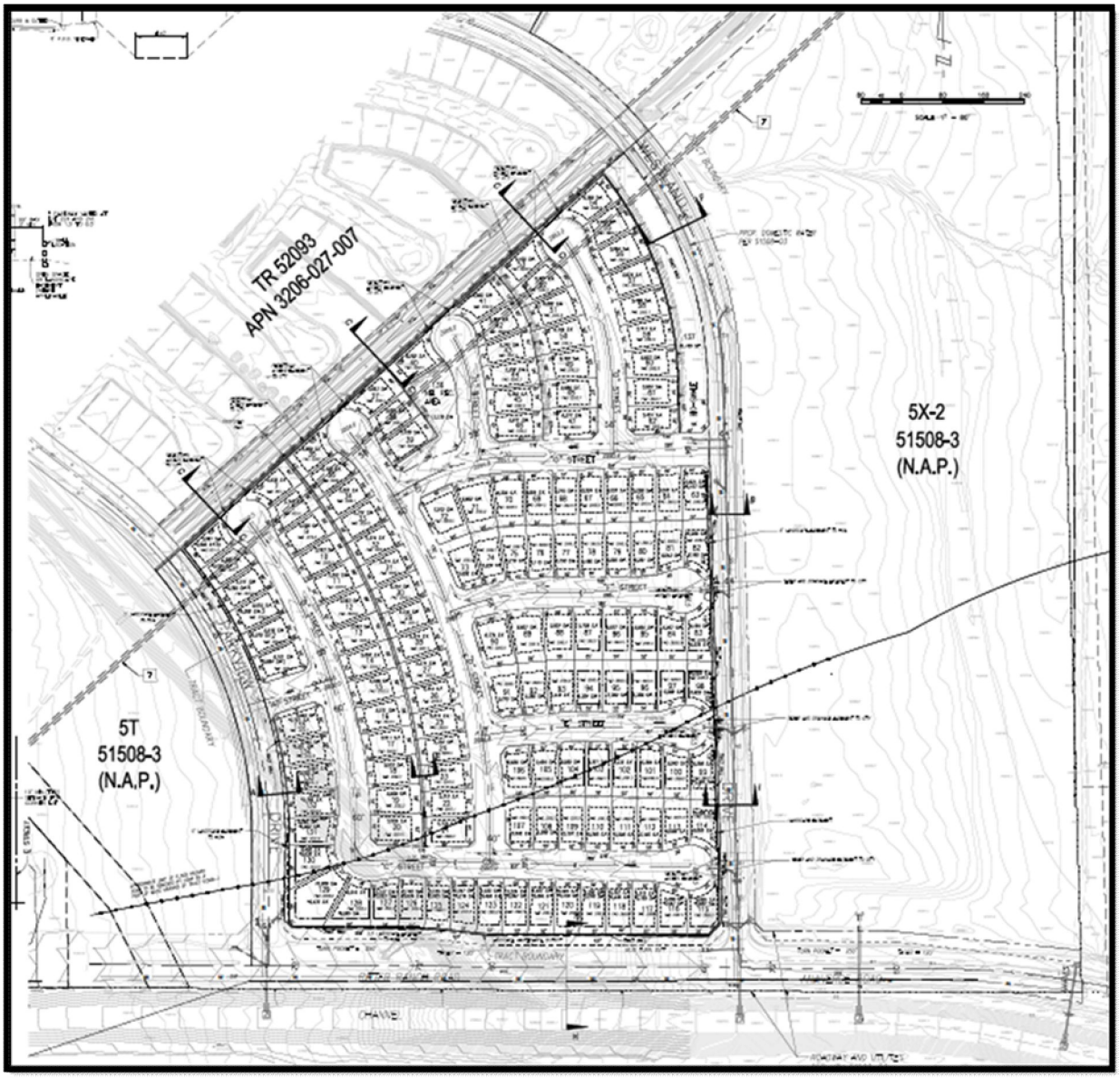


EXHIBIT G
REVISIONS TO CONDITIONS OF APPROVAL

VTTM 51508-03

GENERAL CONDITIONS:

~~37 Per the Ritter Ranch Specific Plan, the applicant shall dedicate a one-acre site for a radio repeater station and an access easement to the satisfaction of the City Engineer. (P)(E)~~

~~41 Parcels with less than 150 feet of frontage shall provide joint access subject to the approval of the City Engineer. (TE)~~

~~59 The applicant shall dedicate Open Space Area "B" to the City subject to the City's acceptance of these areas. (E)~~

~~90 Appropriate right-of-way for right-turn lanes shall be provided at the following locations: northbound Westland Drive at M Street, northbound Westland Drive at J Street, and southbound Westland Drive at G Street at Parkview Drive. These turn lanes should be designed with 100 feet of storage followed by a 120-foot taper. Design shall be subject to the approval of the City Engineer. (TE)~~

THE FOLLOWING CONDITIONS SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

Subdivision Landscaping Requirements

95 A ~~10-foot~~ five-foot landscape easement shall be shown along Ritter Ranch Road (Avenue S) and five-foot landscape easement along Westland Drive and Parkview Drive. Said easements shall be in addition to any landscaping within the public right-of-way. Such easements shall be processed as a private easement for landscaping purposes reserved for the master Homeowners Association entity. (P)(E)

TBD *To effectively mitigate anticipated and potential pollutants that may be generated from the development, the applicant shall prepare a Water Quality Management Plan and shall provide a storm water/drainage treatment system in the form of a bio vegetated swale placed in two locations within the project site: one to treat the southern nuisance flow and one to treat the northern nuisance flow as noted in the Nuisance Run Off Assessment Study. (E)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH RECORDATION OF THE FINAL MAP OR ANY PHASE THEREOF:

151 ~~The applicant shall enter into an agreement with the City of Palmdale for the purpose of satisfying Ritter Ranch's contribution to the cost of designing and constructing the Avenue R Regional Basin ("the Basin") facility. The agreement shall reflect the following terms: (E)~~

~~151.1 The City has agreed to form a Community Facilities District (CFD) over the Ritter Ranch property for the purpose of selling bonds to finance public improvements, including Ritter Ranch's share of the Basin design and construction costs. The terms of this CFD will be:~~

~~151.1.1 The effective tax rate over Ritter Ranch will be brought to two percent of the estimated value of each home to be sold.~~

~~151.1.2 The CFD will sell bonds with a term of 35 years.~~

~~151.1.3 A two percent escalator will be applied to the bonds within the CFD as necessary to cover Ritter Ranch's funding responsibilities for the Basin.~~

~~Ritter Ranch shall immediately deposit with the City an amount equal to 50 percent of the estimated costs to complete Basin design and process the necessary state and local permits and/or approvals. Ritter Ranch has agreed to permit the City to have a first priority in Ritter Ranch's initial bond issuance to recover the estimated cost of Ritter Ranch's share of the Basin construction costs (an amount equal to 50 percent of the actual costs). To the extent that Ritter Ranch's actual share of the Basin construction costs is higher than 50 percent of the actual costs, the City may use the two percent escalator to recover the additional costs in Ritter Ranch's second bond offering. To the extent that Ritter Ranch's actual share of the Basin construction costs is less than 50 percent of the actual costs, the difference shall be made available to Ritter Ranch for its funding of eligible public improvements. Additionally, the City will allow the funds remaining in the existing Ritter Ranch CFD Improvement/Acquisition account to be used by Ritter Ranch for its use in funding eligible public improvements. Execution of this agreement shall occur prior to the recordation of a final map for VTTM 51508-03 and the execution and implementation of this agreement shall satisfy Ritter Ranch's obligations relative to the Basin.~~ The applicant shall prepare a site-specific hydrology and hydraulic study of the pre-developed and post-developed peak flows using Los Angeles County Water Resources Methodology. The study shall demonstrate that storm

drain, debris basin, and detention basin improvements constructed on-site mitigate increased flow resulting from the development. If the study indicates that stormwater management improvements constructed on-site (and proposed future improvements associated with site development) are insufficient to mitigate increased flow resulting from the development, then the applicant shall enter into an agreement with the City of Palmdale for its fair-share contribution toward a regional basin facility, which may include the Avenue R Regional Basin facility, to the satisfaction of the City Engineer. (E)

VTTM 63145

GENERAL CONDITIONS:

~~38 Per the Ritter Ranch Specific Plan, the applicant shall dedicate a one-acre site for a radio repeater station and an access easement to the satisfaction of the City Engineer. (P)(E)~~

~~42 Parcels with less than 150 feet of frontage shall provide joint access subject to the approval of the City Engineer. (TE)~~

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE STAMPING OF THE TENTATIVE MAP FOR CONDITION COMPLIANCE:

~~65 Appropriate right-of-way for right-turn lanes shall be provided at the following locations: northbound Westland Drive at M Street, northbound Westland Drive at J Street, and southbound Westland Drive at G Street at Parkview Drive. These turn lanes should be designed with 100 feet of storage followed by a 120-foot taper. Design shall be subject to the approval of the City Engineer. (TE)~~

THE FOLLOWING CONDITIONS SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

Subdivision Landscaping Requirements

70 A ~~10-foot~~ five-foot landscape easement shall be shown along Ritter Ranch Road (Avenue S) and five-foot landscape easement along Westland Drive and Parkview Drive. Said easement shall be in addition to any landscaping within the public right-of-way. Such easements shall be processed as a private easement for landscaping purposes reserved for the master Homeowners Association entity. (P)(E)

Project Grading/Wall/Fences Requirements

70.1 Northerly Boundary – The applicant shall provide a maximum seven-foot-high decorative masonry wall ~~with stucco finish along Lots 244 & 136-137 and a maximum seven-foot-high masonry wall with stucco finish~~ along with pedestrian connectors for Lots 6 & 7, 36 & 37, 40 & 41, and 53 & 54.

70.2 Southerly Boundary – The applicant shall provide a maximum seven-foot-high decorative masonry wall ~~with stucco finish as per the noise study~~ for Lots 115- 129 ~~and Lot 246 and a maximum seven-foot-high masonry wall with stucco finish and pedestrian connectors per the noise study prepared for the development for Lots 169 & 170 and 181 & 182~~.

70.3 Easterly Boundary – The applicant shall provide a maximum seven-foot-high decorative masonry wall ~~with stucco finish~~.

70.4 Westerly Boundary – The applicant shall provide a maximum seven-foot-high decorative combination masonry wall ~~with a stucco finish or maximum seven-foot-high~~ pilaster/tubular steel view fence along Lots 1-6 and Lots 129-135.

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH RECORDATION OF THE FINAL MAP OR ANY PHASE THEREOF:

143 ~~The applicant shall enter into an agreement with the City of Palmdale for the purpose of satisfying Ritter Ranch's contribution to the cost of designing and constructing the Avenue R Regional Basin ("the Basin") facility. The agreement shall reflect the following terms: (E)~~

~~143.1 The City has agreed to form a Community Facilities District (CFD) over the Ritter Ranch property for the purpose of selling bonds to finance public improvements, including Ritter Ranch's share of the Basin design and construction costs. The terms of this CFD will be:~~

~~143.1.1 The effective tax rate over Ritter Ranch will be brought to two percent of the estimated value of each home to be sold.~~

~~143.1.2 The CFD will sell bonds with a term of 35 years.~~

~~143.1.3 A two percent escalator will be applied to the bonds within the CFD as necessary to cover Ritter Ranch's funding responsibilities for the Basin.~~

~~Ritter Ranch shall immediately deposit with the City an amount equal to 50 percent of the estimated costs to complete Basin design and process the necessary state and local permits and/or approvals. Ritter Ranch has agreed to permit the City to have a first priority in Ritter Ranch's initial bond issuance to recover the estimated cost of Ritter Ranch's share of the Basin construction costs (an amount equal to 50 percent of the actual costs). To the extent that Ritter Ranch's actual share of the Basin construction costs is higher than 50 percent of the actual costs, the City may use the two percent escalator to recover the additional costs in Ritter Ranch's second bond offering. To the extent that Ritter Ranch's actual share of the Basin construction costs is less than 50 percent of the actual costs, the difference shall be made available to Ritter Ranch for its funding of eligible public improvements. Additionally, the City will allow the funds remaining in the existing Ritter Ranch CFD Improvement/Acquisition account to be used by Ritter Ranch for its use in funding eligible public improvements. Execution of this agreement shall occur prior to the recordation of a final map for VTTM 63145 and the execution and implementation of this agreement shall satisfy Ritter Ranch's obligations relative to the Basin.~~ The applicant shall prepare a site-specific hydrology and hydraulic study of the pre-developed and post-developed peak flows using Los Angeles County Water Resources Methodology. The study shall demonstrate that storm drain, debris basin, and detention basin improvements constructed on-site mitigate increased flow resulting from the development. If the study indicates that stormwater management improvements constructed on-site (and proposed future improvements associated with site development) are insufficient to mitigate increased flow resulting from the development, then the applicant shall enter into an agreement with the City of Palmdale for its fair-share contribution toward a regional basin facility, which may include the Avenue R Regional Basin facility, to the satisfaction of the City Engineer. (E)

EXHIBITS H, I, J

EXHIBIT H: CONDITIONS OF APPROVAL FOR VTTM 23-0003 (51508-03)
EXHIBIT I: CONDITIONS OF APPROVAL FOR VTTM 23-0004 (63145)
EXHIBIT J: ADDENDUM

ATTACHED UNDER SEPARATE COVER

EXHIBIT H

CONDITIONS OF APPROVAL FOR
VESTING TENTATIVE TRACT MAP 51508-03
RITTER RANCH SPECIFIC PLAN PHASE 1B

APPROVAL DATE: FEBRUARY 18, 2025
EFFECTIVE DATE: FEBRUARY 18, 2025
EXPIRATION DATE: FEBRUARY 18, 2028

These Conditions of Approval apply to Vesting Tentative Tract Maps (VTTM) **51508-03** to create large parcels to facilitate further development and subdivision of approximately 75 acres into various single family attached and detached lots, park/recreation/open space areas, roadways, landscaping and associated infrastructure and public improvements located with Phase 1B of the Ritter Ranch Specific Plan (APN: 3206-020-017). For the purpose of these conditions, the term "applicant" shall also mean the developer, the owner, or any successor(s) in interest to the terms of this approval. For the purposes of these conditions, an * indicates that the condition is a mitigation measure.

GENERAL CONDITIONS:

1 These Conditions of Approval apply to Vesting Tentative Tract Map (TTM) 51508-03 and shall supersede the previous Conditions of Approval approved through Resolution No. PC-2016-030. (P)(E)

2 This approval shall not become effective for any purposes until any appeal period has passed and the applicant has filed at the office of the Planning Division their notarized affidavit stating that they agree to and accept all of the Conditions of Approval as approved by the Reviewing Authority as set forth in Resolution No. PC-2024-029. (P)

3 Should this project not be inaugurated during the initial approval period, an extension of time as allowed by the Subdivision Map Act and Palmdale Municipal Code (PMC) for VTTM 51508-03 may be granted by the Review Authority. Applications for time extensions must be filed a minimum of 90 days prior to the expiration date. Requests for time extensions must be accompanied by a formal application, all required exhibits and plans, and required application fees. (P)(E)

4 This approval shall become null and void if a final map has not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. An extension of time may be granted by the Review Authority upon submittal of a formal application, required exhibits, and appropriate fees in accordance with the PMC. In granting any such time extension, the City may impose new conditions

and standards on the tentative map, pursuant to Section 66452.6(e) of the Government Code. (P)(E)

5 This Vesting Tentative Tract Map approval is subject to all applicable requirements for the State, City of Palmdale, and any other affected governmental entities, or as otherwise set forth in the Ritter Ranch Specific Plan and Environmental Impact Report (EIR) prepared for the project. The duty of inquiry as to such requirements shall be upon the applicant. Where reference is made within any Condition of Approval to the Ritter Ranch Specific Plan, this shall mean Specific Plan 89-02, approved by the Palmdale City Council on March 3, 1992, by adoption of Ordinance No. 964. Where reference is made to the Ritter Ranch EIR, this shall mean the Final EIR for the Ritter Ranch Specific Plan (90-4, SCH No. 90010124), certified by the Palmdale City Council on February 27, 1992, by adoption of Resolution No. 92-22. Where reference is made to the City Ranch Specific Plan (now Anaverde Nuevo), this shall mean Specific Plan 89-03, approved by the Palmdale City Council on April 9, 1992, by adoption of Ordinance No. 971. (P)

6 When exhibits and written Conditions of Approval are inconsistent, the written conditions shall prevail. Where the language of any condition of this approval conflicts with any mitigation measure in the Final EIR, the language contained in the EIR shall prevail. In addition, all mitigation measures required by the Ritter Ranch Specific Plan EIR shall be complied with regardless of whether the mitigation measure is or is not also listed as a Condition of Approval within Resolution No. PC-2024-029. (P)(E)

7 This Vesting Tentative Tract 51508-3 is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the map received November 11, 2024, as modified by these Conditions of Approval. Final map(s) shall be in substantial compliance with the Tentative Map and these Conditions of Approval. (P)(E)

8 Immediately upon approval of this project by the Review Authority, the applicant shall submit to the City a cashier’s check or check, payable to the Los Angeles County Clerk in the amount of $75 for the environmental filing fee in compliance with the California Environmental Quality Act (CEQA) Guidelines. Furthermore, if the California Department of Fish and Wildlife (CDFW) determines that this project is not exempt from a filing fee imposed pursuant to Fish and Wildlife Code Section 711.4 because the project has more than a de Minimis impact on fish and wildlife, then the applicant shall also pay to CDFW any fee and any fine which the Department determines to be owed. (P)

9 As provided in Section 66498.1(b) of the Subdivision Map Act, the applicant shall comply with all requirements of the PMC, all requirements of City ordinances, resolutions, and all standards and policies that were in effect at the time that the applicant's application for a Vesting Tentative Map was deemed complete.

Furthermore, as provided in Government Code Section 66498.1(e), as amended, the City may impose conditions on subsequently required approvals and permits as authorized by the PMC, and other applicable ordinances, resolutions, engineering standards, and policies.

Pursuant to Section 66452.6(a), vested development rights conferred pursuant to Section 66498.1(b) shall last for not more than two years following recording of the final map, unless otherwise provided by law. (P)(E)

10 The applicant shall defend, indemnify, and hold harmless the City its elected and appointed officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its elected and appointed officials, officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City concerning this project, including but not limited to any approval or condition of approval of the Review Authority. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its elected and appointed officials, officers, employees, and agents in the defense of the matter. (P)

11 Pursuant to Government Code Section 66020(a), any party may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this development project. Required fees must be paid in full or arrangements must be made to pay the fee when due. Written notice of payment under protest must be filed with the City at the time of approval or conditional approval of this project or within 90 days after the date of the imposition of the fees, dedications, reservations, or other exactions imposed on this project. (P)

12 The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements in the PMC, including the requirement that a business license be obtained by all entities doing business in the City. (P)

13 The applicant shall be responsible for the ongoing maintenance and upkeep of undeveloped portions of the site, in accordance with the property maintenance

requirements as set forth in the PMC Chapter 8.36 (Regulation of Property Maintenance). (P)

14 In the event the applicant files a final map with respect to any phase or phases of the tentative map less than one year from a previous filing of a final map for the project, the applicant shall be entitled to only one automatic extension pursuant to Government Code Section 66452.6(a) for those filings. (P)

15 Except as otherwise specified in this approval, Vesting Tentative Tract Map 63145 shall be subject to the applicable provisions of Vesting Tentative Tract Map 51508-03, Planned Development 23-0002 and related Supplemental Narrative, Ritter Ranch Specific Plan Amendment 95-1, Ritter Ranch Specific Plan, Ritter Ranch EIR and Addendum to the Ritter Ranch EIR. (P)

16 Off-site public improvements (streets, drainage, sewers, etc.) may be necessary to adequately serve this subdivision. If off-site public improvements are required, said improvements shall be located within public easements. This Tentative Tract Map approval is subject to the applicant's acceptance of the City requirements for acquisition of said public easements, at the sole cost and expense of the applicant. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this Condition. (E)

17 The applicant shall participate in such on-site and off-site water service improvements or wells as may be required by the serving water purveyor. (E)

18 Coordination with utility companies by the applicant's engineer during design shall be required to ensure that required public improvements are not in conflict with existing or proposed utilities. (E)

19 Transmission or distribution lines less than 50kV and all other utility lines, existing and proposed, shall be installed underground in accordance with the PMC Chapter 12.04 (Underground Utilities). (E)

20 All plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs, shall be prepared, signed, and stamped (when required) only by those individuals legally authorized to do so. Development plans must be prepared, signed, and stamped by a California Registered Civil Engineer. (E)

21 *The applicant shall comply with all requirements of the Congestion Management Program for the County of Los Angeles and any related City of Palmdale requirements. These shall include, but are not limited to: trip reduction, deficiency plan, traffic and public transportation requirements and improvements, and impact

fee requirements. Nothing in these Conditions shall be deemed to exempt applicant from the effect (including, without limitation, payment of fees) of any Congestion Management Plan adopted by City or imposed on it by any other agency or from the effect of any ordinances adopted pursuant to or as the result of any such Congestion Management Plan, including but not limited to any provisions or requirements with respect to public transportation. To the extent that the City is permitted to exempt previously approved projects from its Congestion Management Plan, City shall exempt applicant's project. To the extent that the City is permitted to grant offsets or credits for road improvements, the park and ride facility, and/or other transportation-oriented facilities and programs being constructed or contributed to by the applicant, City shall grant applicant such offsets or credits. As used herein, an action will not be deemed to be permitted by law if City will suffer any loss of gas tax revenues or other penalty solely as the result of granting such exemption, offset, or credit. (Monitoring Program No. 77). (TE)

22 Left-turn ingress and/or egress at all access locations shall be subject to approval of the City Engineer and may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered. (TE)

23 All roadways shall be constructed to the full width required by the associated Planned Development document (CDEV 23-0002) and Ritter Ranch Specific Plan. (TE)

24 Traffic signals and fiber optic signal interconnect systems shall be included as part of the street improvement plans for the project. (TE)

25 All facilities and improvements to be constructed with this tentative map shall be in accordance with the associated Planned Development document (CDEV 23-0002) and the approved Ritter Ranch Specific Plan and any amendments to these documents approved to date. (E)

26 *Pedestrian and other non-motorized circulation and facilities shall be provided as set forth in the associated Planned Development document (CDEV 23-0002) and the Ritter Ranch Specific Plan. Design shall be subject to the approval of the City Engineer. (Mitigation Measure No. 43) (TE)

27 *The applicant shall comply with the provisions of Chapter 3.40 (Traffic Impact Fee Requirements) of the PMC. The applicant shall pay the applicable traffic impact fees to the Building and Safety Division in the amount that is in effect at the time the vesting tentative map application was deemed complete (Mitigation Measure No. 77). (TE)

28 The applicant shall design and construct a traffic signal at the Avenue S/Westland Drive intersection, per the approval of the City Engineer prior to the completion of Phase 1B of the Ritter Ranch Specific Plan. (TE)

29 The applicant shall prepare and submit a corridor analysis specifying the improvements as identified by the recommendations of the traffic study prepared for this development to determine fair share cost of said improvements to the satisfaction of the City Engineer. (TE)

30 The applicant shall pay their fair share of the improvements specified within the approved corridor analysis to contribute toward build-out of the following improvements subject to the timing outlined below: (TE)

30.1 Fair share payment for the design and construction of Bridge Road from Avenue S to Elizabeth Lake Road shall be remitted to the City prior to the issuance of Certificate of Occupancy for the 1,000th.

30.2 Fair share payment for two new traffic signals at the Bridge Road/City Ranch Road intersection and the Bridge Road/Avenue S intersection shall be remitted to the City prior to the issuance of Certificate of Occupancy for the 628th dwelling unit.

30.3 Fair share payment for the dedication and construction of improvements along Elizabeth Lake Road between Godde Hill Road and Bridge Road shall be remitted to the City prior to the issuance of Certificate of Occupancy for the 1,180th dwelling unit.

31 In addition to the standard Palmdale Traffic Impact Fees, the applicant shall pay their fair share (as determined by the corridor analysis) for the traffic intersection improvements identified in the approved Traffic Study for the Ritter Ranch Specific Plan that was completed by DKS in 2022 at the following three intersections impacted by the project: (TE)

31.1 Construction of a second northbound and southbound left turn lane at the intersection of Elizabeth Lake Road/Palmdale Boulevard and 10th Street West/Tierra Subida Avenue.

31.2 Construct a second northbound left turn lane on the Avenue S/State Route 14 off ramp and a second westbound receiving lane under State Route 14 and through the southbound ramp intersection.

31.3 Construct an eastbound right turn lane and second westbound through lane at the Avenue S/State Route 14 southbound ramp.

32 If any “T” intersection does not have driveways that are Americans with Disabilities (ADA) compliant opposite the approach of the third leg of the intersection, then ADA compliant ramps shall be installed. (TE)

33 *All road improvements shall be designed in accordance with City of Palmdale and Ritter Ranch Specific Plan roadway design standards as approved by the City Engineer. (Mitigation Measure No. 72) (P)(TE)

34 The applicant shall be required to complete a new Traffic Impact Analysis to the satisfaction of the City Engineer prior to entitlement of any portion of the Ritter Ranch Specific Plan outside of Phases 1A and 1B. (TE)

35 The Specific Plan identifies various meandering facilities on the street sections. Such features shall be incorporated into the roadway designs, as approved by the City Engineer and the Planning Manager. (P)(E)

36 Lots created by VTTM 51508-03 shall be consistent with the requirements of Section 3.0, Development Standards of the associated Planned Development document (CDEV 23-0002). (P)(E)

37 Per the Ritter Ranch Specific Plan, the applicant shall dedicate a one-acre site for a radio repeater station and an access easement to the satisfaction of the City Engineer. (P)(E)

38 The applicant shall dedicate rights-of-way and construct full street improvements for those portions of Avenue S, identified as Ritter Ranch Road in the Ritter Ranch Specific Plan, located within the area covered by the Specific Plan. Construction of Avenue S shall be completed no later than such time as Level of Service D will be reached at any one of the following key intersections on Elizabeth Lake Road: Bridge Road, 25th Street West, or 20th Street West. (E)

39 The applicant shall install all drainage improvements within the subdivision not installed by CFD 93-1, as applicable. (E)

40 Pedestrian access easements shall be shown on the Vesting Tentative Tract Map. (P)

41 Parcels with less than 150 feet of frontage shall provide joint access subject to the approval of the City Engineer. (TE)

42 Intersection sight distance and stopping sight distance shall be shown to meet the required standards both horizontally and vertically at all vehicular ingress/egress locations including consideration for walls, landscaping, grading, vegetation, and any other items that would block the required sight for safe travel. (TE)

43 The applicant shall provide a complete set of street improvement plans for review and comment to utility providers including but not limited to the following: (E)

43.1 Water District

43.2 Southern California Edison

43.3 Southern California Gas Company

43.4 AT&T

43.5 Cable TV

44 Portions of the proposed project is in Special Flood Hazard Area A as defined by the Federal Emergency Management Agency on its Flood Insurance Rate Map. Information is shown on Community Panel Number 6037C0654F, dated September 26, 2008. Proper certification, as defined in the City's Floodplain Management Ordinance, shall be provided to the City Engineer stating that the structures will be free from the FEMA 100-Year Flood and the Los Angeles County 50-Year Capital Storm prior to certification of occupancy. Applicant shall also initiate a Letter of Map Revision for the development using the criteria established by FEMA and the City Engineer. (E)

45 Ritter Ranch Road (Avenue S) raised median shall be designed, constructed, irrigated, and landscaped to the satisfaction of the City Engineer and in compliance with the associated Planned Development document (CDEV 23-0002) and Ritter Ranch Specific Plan prior to Certificate of Occupancy release for the 1st dwelling unit within VTTM 63145. (E)

46 The applicant shall be responsible for all roadway, lighting, traffic control, and other improvements related to the roadways identified on the map. This shall include design and construction of improvements. All such improvements shall be subject to the approval of the City Engineer. Upon acceptance of improvements by the City, the City shall operate the facilities. (E)

47 The applicant shall use best efforts in cooperating with any adjacent property development in order to provide improved site access in the future. (TE)

48 The applicant shall use best efforts to coordinate all elements of design and planning of transportation facilities with the applicant of the Anaverde Nuevo Specific Plan at the mutual project boundaries. (P)(E)(B&S)

49 Traffic signals and fiber optic interconnect systems shall be submitted separate of the street improvement plans for the project. (TE)(E)

50 The applicant shall provide public transit shelters and/or benches at locations to be determined upon provision of public transit service to the area. (TE)

51 *Trails within the natural open space areas shall prohibit the recreational use of four-wheel and three-wheel vehicles, motorized dirt bikes, and motor cross bicycles. Special gates and barriers shall be installed and maintained at trail access points to ensure that recreational vehicle access is prohibited. (Mitigation Measure No. 43) (TE)(E)(P)

52 *The applicant shall post signs along trail systems which designated trail boundaries for recreational uses, in order to minimize incidental disruption to open space, vegetation, and wildlife. (Mitigation Measure No. 44) (TE)(E)(P)

53 All Conditions of Approval for Vesting Tentative Tract Map 51508-3, contained herein, shall be considered, by reference, Conditions of Approval for all subsequent development approvals on this site, including, but not limited to, “B” Map subdivisions and site plan reviews. Comments and conditions regarding the “A” Map shall not be considered in any manner to limit potential comments and/or conditions which may be related to specific tract maps, site plan reviews, or other proposals in the future. (P)(TE)(E)

54 The applicant shall contribute Air Quality Mitigation fees prior to the issuance of building permits for each unit, and/or contribute to the provision of a 400 space Park and Ride facility, and/or provide a 250 space Park and Ride facility prior to the issuance of a Certificate of Occupancy for the 3,000th dwelling unit within the Ritter Ranch Specific Plan. (P)

55 Upon issuance of a building permit for the 1,800th dwelling unit within the Ritter Ranch Specific Plan, the applicant shall dedicate and construct a permanent fire station at the location indicated in the Ritter Ranch Specific Plan (Planning Unit 2B). (F)

56 Upon issuance of the Certificate of Occupancy for the 5,000th dwelling unit within the Ritter Ranch Specific Plan, the applicant shall commence construction on a 16,000 square foot library at the location indicated in the Ritter Ranch Specific

Plan. Said construction shall be completed within one year. In addition, the applicant shall contribute the sum of $250,000 for the cost of acquiring a portion of the library collection. (P)

57 The applicant shall dedicate and construct improvements to Elizabeth Lake Road between Godde Hill Road and Bridge Road prior to the issuance of a Certificate of Occupancy for the 5,000th dwelling unit within the Specific Plan. (E)

58 The applicant shall dedicate Open Space Area "A" to the City when streets are completed to open space areas, but no later than the issuance of a building permit for the 6,000th residential unit within the Ritter Ranch Specific Plan Area. (E)

59 The applicant shall dedicate Open Space Area "B" to the City subject to the City's acceptance of these areas. (E)

60 Prior to issuance of a Certificate of Occupancy for the 251st dwelling unit within the Ritter Ranch Specific Plan, the applicant shall provide two new vehicles to the Los Angeles County Fire Department. (P)(F)

61 The applicant shall commence construction of Specialty Park 1A (Equestrian Center) upon the issuance of the Certificate of Occupancy for the 3,500th dwelling unit within the Ritter Ranch Specific Plan Area and shall be completed within one year. (P)(Pk)

62 The applicant shall commence construction of Community Park 2B concurrent with the issuance of a building permit for the 900th residential unit in Planning Area 1. (P)(Pk)

63 The applicant shall commence construction of Community Park 4C concurrent with the issuance of a building permit for the 400th residential unit in Planning Area 4. (P)(Pk)

64 The applicant shall commence construction of Neighborhood Park 5F concurrent with the issuance of a building permit for the 250th residential unit in the aggregate within Planning Units 5D, 5V and 5W. (P)(Pk)

65 The applicant shall commence construction of Neighborhood Park 5H concurrent with the issuance of a building permit for the 250th residential unit in the aggregate within Planning Units 5J and 5K. (P)(Pk)

66 The applicant shall commence construction of Community Park 5T concurrent with the issuance of a building permit for the 1,000th residential unit in Planning Area 5. (P)(Pk)

67 The applicant shall commence construction of Neighborhood Park 5U concurrent with the issuance of a building permit for the 200th residential unit in the aggregate within Planning Unit 5X. Said work shall be completed within 180 days. (P)(Pk)

68 The applicant shall commence construction of Neighborhood Park 6H concurrent with the issuance of a building permit for the 600th residential unit in the aggregate within Planning Units 6B and 6F. (P)(Pk)

69 The applicant shall commence construction of Neighborhood Park 6L concurrent with the issuance of a building permit for the 200th residential unit in the aggregate within Planning Unit 6K. (P)(Pk)

70 The applicant shall commence construction of Neighborhood Park 6N concurrent with the issuance of a building permit for the 300th residential unit in the aggregate within Planning Units 6A, 6C and 6D. (P)(Pk)

71 The applicant shall commence construction of Neighborhood Park 6V concurrent with the issuance of a building permit for the 200th residential unit in the aggregate within Planning Units 6J, 6Q and 6S. (P)(Pk)

72 The applicant shall construct a first class, competition level swim club at the location specified in the Ritter Ranch Specific Plan. Said construction shall commence upon the issuance of the Certificate of Occupancy for the 500th residential unit within Planning Area 4 and shall be completed within one year. (P)

73 Lots that have any portion of the building within the five-foot side setback shall have drainage piped to the front of the lot. No swales to convey drainage shall be allowed within a setback that is less than five feet at any point. (P)

74 *Unless proof of a subsequent agreement with the school district is provided, the applicant shall comply with the terms of the agreement, dated November 26, 1991, between the applicant and the Westside Union School District as mitigated for impacts caused by development of the project on the Westside Union School District. The terms of the agreement are as follows (Mitigation Measure No. 99): (P)

74.1 The applicant hereby agrees to pay to the District $1.99 per square foot of habitable residential development prior to the issuance of the building

permit on each unit. A fee of $0.26 per square foot of industrial/commercial construction shall be paid to the District prior to the issuance of each commercial building permit. All such amounts shall be subject to annual adjustments pursuant to increase or decreases in the School Construction Cost Index of the Office of Local Assistance with January 1, 1992, at the base.

75 *Unless proof of a subsequent agreement with the Antelope Valley Union High School District is provided, the applicant shall provide the following mitigation to the District in order to provide its contribution toward the district's 50 percent share of funding a new high school on the site, pursuant to Government Code Section 65995 and Education Code Section 27700 et. Seq. (School Facility Funding Law)(Mitigation Measure No. 99): (P)

75.1 Applicant shall pay the district $1.20 per square foot of habitable residential development, including senior housing prior to the issuance of the building permit on each unit. A fee of $0.26 per gross leasable square foot of industrial/commercial construction shall be paid to the District prior to the issuance of each commercial building permit. All such amounts shall be subject to annual adjustment pursuant to increase or decreases in the School Construction Cost Index of the Office of Local Assistance with January 1, 1992, as the base.

76 The applicant shall obtain off-site easements for rights-of-way and construct full street improvements for the ultimate buildout of Avenue S, from 850 feet west of the Parkwood Drive to the eastern boundary line of Vesting Tentative Tract Map 51508-03. (TE)(E)

77 Any interim drainage basins, levee and channel improvements referenced in the Conceptual Drainage Studies shall be the responsibility of the master subdivider to maintain in accordance with the subdivision improvement agreement for VTTM 51508 or an entity acceptable to the City. (E)

78 *Flood control improvements shall utilize natural channels and/or be composed of natural materials with interspersed vegetation to maintain existing aesthetic qualities, where feasible, without jeopardizing the adequacy of flood control. (Mitigation Measure No. 62) (P)(E)

79 Adequate emergency access and circulation throughout and around the project shall be provided to the satisfaction of the Los Angeles County Sheriff's Department and Los Angeles County Fire Department. Temporary emergency access shall be provided during project construction. (E)(F)

80 Drainage channel improvements shall be required to convey Anaverde Creek storm flows adjacent to the southern right-of-way of Ritter Ranch Road (Avenue S). Said drainage channel shall be designed to convey storm water runoff given existing conditions upstream. The design shall be based on City's Master Plan of Drainage and corresponding hydrology studies this development. The following items shall be required: (E)

80.1 *The applicant shall apply for and receive a 404 Permit from the Army Corps of Engineers and a 1603 Agreement from CDFW prior to grading plan approval in areas which include wetlands due to the projects impact on lands under the jurisdiction of these areas. (Mitigation Measures No. 47)

80.2 The applicant shall abandon existing upstream diversion channel improvements and design/construct drainage improvements to divert flows away from Lot 1, conveying to the Anaverde Creek channel.

80.3 Once constructed and accepted, the applicant shall dedicate Anaverde Creek channel improvements to the City.

81 The applicant shall obtain temporary construction easements and drainage acceptance letter from downstream property owners for the grading/drainage improvements for the Anaverde Creek channel. (E)

82 The applicant shall construct such bikeways and equestrian and hiking trails as shall be called for in the Ritter Ranch Specific Plan and associated Planned Development document prior to or in conjunction with the development of the Planning Area in which they are to be located and/or prior to dedication with respect to open space areas. The applicant shall provide plans consistent with the approved Preliminary Trails Plan and typical cross sections, dated May 18, 1993, for review and approval to the Planning Division. Said recreational/circulation improvements shall be in conformance with those indicated on the exhibits shown in the Ritter Ranch Specific Plan and associated Planned Development document in accordance with the following: (P)(E)

82.1 Applicant shall construct on the open space areas all hiking, bicycle, and equestrian trails and assembly areas (trail heads), together with parking supporting such facilities and abutting streets, including curbs, gutter, walkways, bikeways, street lighting, and together with civil improvements, as may be required by the Ritter Ranch Specific Plan, associated Planned Development document and the City Engineer, such construction shall be in accordance with plans and specifications submitted to and approved by

City. All such improvements shall be completed, or security satisfactory to the City posted to assure such completion, prior to dedication.

83 The applicant shall construct such bikeways and equestrian and hiking trails as shall be called for in the Ritter Ranch Specific Plan and associated Planned Development document prior to or in conjunction with the development of the Planning Area in which they are to be located in accordance with the Ritter Ranch Specific Plan and associated Planned Development document or as otherwise provided herein, such construction shall include lighting along pedestrian trails located within urban areas to provide adequate public safety as determined to be appropriate by the City Engineer, as required by the EIR.

84 The Planning Manager and City Engineer shall determine that the VTTM accurately depicts school sites which are in conformance with the Ritter Ranch Specific Plan and EIR. (P)(E)

84.1 If the elementary school site is relocated to Lot 6 of VTTM 51508-03, then such revisions shall be approved by the City as a Minor Modification pursuant to Section 8.15.2 of the Specific Plan, and Mitigation Measure 99.A.(1) shall be amended to reduce the school impact fee from $1.99 to $1.95 per square foot of residential development. This revision shall be subject to approval by the Board of Trustees for the Westside Union School District.

84.2 In the event that the applicant enters into any agreement or modification of agreement with either the Westside Union School District or the Antelope Valley Union High School District, which requires modification of the location or design of a school site and/or of an adjacent park site, that agreement shall be in writing, and the applicant shall give immediate notice thereof to the Planning Manager and shall, within 30 days after entering into such agreement or modification, submit applications to process any required modification of the Ritter Ranch Specific Plan, any approved tract map or parcel map, and EIR, as necessary.

85 The applicant shall complete full street improvements along Elizabeth Lake Road (ELR) from 25th Street West to the western limits of ELR phase I improvements, as outlined on approved street plans ST 05-72, prior to the issuance of Certificate of Occupancy for the 600th dwelling unit within Phase 1B of the Ritter Ranch Specific Plan. Improvements shall consist of pavement widening, curb & gutter, landscaped median, sidewalk, streetlights, bike lanes, and equestrian/multi-purpose trails as listed in the Ritter Ranch Specific Plan. The applicant shall enter

into an agreement and Faithful Performance bond for the remaining roadway improvements. (E)(TE)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE STAMPING OF THE TENTATIVE MAP FOR CONDITION COMPLIANCE:

86 The applicant shall submit a revised tentative map showing condition compliance along with required fee(s) for plan check review to the Planning Division. Lot sizes for individual lots shall be indicated and all lots shall meet or exceed the minimum lot size and required lot dimensions contained in the Ritter Ranch Specific Plan and/or Planned Development document (CDEV 23-0002). Portions of lots included within the Landscape Maintenance Assessment District/Community Facility Districts shall not be utilized in determining compliance with the minimum lot area standards. (P)(E)

87 All plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs shall be prepared and signed (and stamped where required) only by those individuals legally authorized to do so. Plans for public improvements shall be prepared, signed, and stamped by a California Registered Civil Engineer. (E)

88 Right-of-way and street construction shall include provision of a bus turnout for Avenue S, Anaverde Road, and Ritter Ranch Road. Design shall be subject to the approval of the City Engineer. (TE)

89 Appropriate right-of-way for right-turn lanes shall be provided at the following locations: westbound Avenue S, Anaverde Road and Ritter Ranch Road at Parkview Drive and Westland Drive. These turn lanes shall be designed with 250 feet of storage followed by a 120-foot taper. Design shall be subject to the approval of the City Engineer. (TE)

90 Appropriate right-of-way for right-turn lanes shall be provided at the following locations: northbound Westland Drive at M Street, northbound Westland Drive at J Street, and southbound Westland Drive at G Street at Parkview Drive. These turn lanes should be designed with 100 feet of storage followed by a 120-foot taper. Design shall be subject to the approval of the City Engineer. (TE)

91 Throughout development within Planning Area 5, consistent, compatible wall themes shall be required for tracts adjacent to and across from one another in compliance with the Ritter Ranch Specific Plan and associated Planned Development document. (P)

92 Some variation in wall height and design shall be allowed at project entries for future builders. Any change to the approved wall plans shall be processed reviewed and approved by the Planning Manager. (P)

93 The Planning Manager shall determine that the Vesting Tentative Tract Map accurately depicts school sites which are in conformance with the Ritter Ranch Specific Plan and EIR 90-4. In the event that the applicant enters into any agreement or modification of agreement with either the Westside Union School District or the Antelope Valley Union High School District which requires modification of the location or design of a school site and/or of an adjacent park site, the agreement shall be in writing and the applicant shall give immediate notice thereof to the Planning Manager and shall, within 30 days after entering into such agreement or modification, submit applications to process any required modification of the Ritter Ranch Specific Plan, approved tract map or parcel map, and EIR as necessary. (P)

94 The applicant shall submit a noise study evaluating the impact from arterial streets on adjacent residential uses. The noise study shall comply with current City of Palmdale Guidelines for Noise Studies. (P)

THE FOLLOWING CONDITIONS SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

Subdivision Landscaping Requirements

95 A 10-foot landscape easement shall be shown along Ritter Ranch Road (Avenue S) and five-foot landscape easement along Westland Drive and Parkview Drive. Said easements shall be in addition to any landscaping within the public right-of-way. Such easements shall be processed as a private easement for landscaping purposes reserved for the master Homeowners Association entity. (P)(E)

96 The landscape plans shall comply with all provisions of PMC Chapter 14.05 (Water Efficient Landscape and City Landscaping Standards). (E)

97 *The Applicant shall be required to submit a detailed landscape plan, to the satisfaction of the Planning Manager and the City Engineer. The landscape plan shall, at minimum, address special edge treatments for adjacent offsite areas (including Leona Valley), use of native vegetation, treatment of native vegetation in Specialty Parks, incorporation of natural channel areas within development areas and the golf course, and special screening techniques for aesthetically sensitive uses (including the amphitheater, Water Reclamation Plant, Equestrian Center, above-ground water storage tanks and commercial uses). (Mitigation Measure No. 58) (P)(E)

98 The applicant shall submit landscape and irrigation plans for all project landscaping improvements to the Engineering Division for review and approval, through the Accela Citizen Access Portal. The applicant shall be responsible to pay all plan review fees for the improvements reflected on the landscape plans prior to the plans being reviewed. All landscape permit and inspection fees shall be paid prior to the issuance of a landscape permit. These plans shall comply with the requirements specified within the Ritter Ranch Specific Plan and Planned Development document (CDEV 23-0002) and shall include, but not be limited to, the following items: (P)(E)(PS)

98.1 Trees in the parkways shall not exceed a spacing approved by the City Engineer for the species proposed.

98.2 Where trees are incorporated into the landscape design of common or open areas, all trees shall be a minimum one-inch caliper in a 15-gallon or larger container size. Fifty percent of the trees shall be a minimum two-inch caliper in a 24-inch box size or larger container. Twenty percent of the trees shall be a minimum two-and-a-half-inch caliper in a 36-inch box size or larger container. The trunk caliper shall be measured four and a half feet above the root crown. Any Washingtonia spp. or similar palm trees proposed shall have a minimum of 12 feet of brown trunk height.

98.3 All shrubs shall be a minimum five-gallon size. If one-gallon plants are proposed to be used as a ground cover (i.e., with drip irrigation), such planting shall be supplemented with additional five-gallon plant material to provide variation in texture and height.

98.4 All plant material shall be indicated on the landscape plans with symbols that are 75 percent of a diameter of the mature size of the plant. When determining mature plant size, the lower end of the size range shall be used (for example, if a plant is indicated to have a mature size of six to -ten feet, a six-foot diameter shall be used when graphically indicating the plant material on the plan).

98.5 Differences in planting areas or landscaping ground cover materials shall be separated by approved landscape edging or concrete mow strips.

98.6 All slopes steeper than 3:1 shall be landscaped for erosion control per the Engineering Design Standards.

98.7 Backflow devices shall be screened with a solid Le Meur cover or equivalent and landscaping.

98.8 All plant material sizes and calipers shall conform to the American Standard for Nursery Stock, ANSI (Z60.1) 2014.

98.9 *The applicant shall follow the Thematic Landscape Standards for approved tree types, as outlined within the associated Planned Development document (CDEV 23-0002), and be consistent with the Ritter Ranch Specific Plan in order to maintain a cohesive theme across the project site, and in order to reduce aesthetic impacts of structures to adjacent roadways and residential properties. (Mitigation Measure No. 59) (P)(E)

98.10 Tree areas shall be planted a minimum of five feet from walls, walkways, or buildings. To protect the hardscape and encourage deep root development, root barriers shall be installed during planting operations.

98.11 Landscaping located within the vehicle sight distance triangle shall be designed and maintained in a manner that does not block the view at driveways and adjacent intersections. Landscaping shall not exceed three feet in height within the sight distance triangle.

98.12 *Disturbed and landscaped areas shall be replanted with native vegetation with the existing native vegetation appropriate to the site, which will blend in with existing species. (Mitigation Measure No. 63)

98.13 *Slopes at the edge of the development shall be revegetated with low combustible plant material as approved by the City Engineer. (Mitigation Measure No. 45)

99 Slope erosion control and street trees shall be installed to the satisfaction of the City Engineer. (E)

100 The developer or builder shall provide full front yard and street side yard landscaping as approved by the City Engineer. (P)(E)

101 If western Joshua trees (*Yucca Brevifolia*) are present on the site and impacted by the proposed project, the applicant shall comply with all Joshua Tree requirements as required by the CDFW. (P)

102 *To the extent feasible, removal of existing native trees and vegetation shall be minimized during project construction and grading, particularly within existing natural channels (this can be accomplished by staking sensitive habitat at the limits of grading to avoid incidental disruption). The project grading plan shall clearly indicate permit limits and areas to remain. (Mitigation Measure No. 65) (P)

Project Grading/Wall/Fences Requirements

103 The applicant shall enter into a Subdivision Improvement Agreement and post securities for grading operations with the City and pay all applicable fees. Grading activities extending beyond phase boundaries shall require prior approval of the City Engineer and the Planning Manager. Such grading activity shall be reflected in the subdivision improvement agreement of the phase which request such grading. (E)

104 The right to restrict access shall be dedicated along all lots abutting the following streets: Parkview Drive, Westland Drive, and Ritter Ranch Road. (TE)

105 Provide a striping and signing plan, subject to the approval of the City Engineer prior to the approval of the street improvement plans, and provide striping for left-turn pockets at all approaches to the following intersection(s): Avenue S, Anaverde Road and Ritter Ranch Road at Parkview Drive and Westland Drive as part of the approval of the street improvement plans. The striping and signing plan shall be made part of the final street improvement plans. (TE)(E)

106 The applicant shall submit a current Title Report for the subject property, dated within six months of the date for civil plan submittal. This submittal shall include a declaration of all easements of record and copies of all easements/declaration instruments referenced within the report. (E)

107 Grading and wall plans shall be submitted for review and approval to the Engineering Division. Approval by both the City Engineer and the Planning Manager shall be obtained prior to the issuance of a Grading Permit. Perimeter walls shall be consistent with the design and materials of any previously approved adjacent perimeter wall to provide continuity of the streetscape and shall be in compliance with the Ritter Ranch Specific Plan and associated Planned Development document (CDEV 23-0002). Final grading and wall concepts shall be in substantial conformance with those shown on the tentative map and conceptual grading plan. (P)(E)

108 In all cases where a required wall is to be located adjacent to the top of a 2:1 or greater slope, the wall shall be set back a minimum of two and one-half feet from the crest of that slope on the level side. All slope and wall configurations shall meet the setback requirements of the City Building Code. (P)(E)(B&S)

109 The exterior face and footings of all project perimeter walls shall be located no more than two inches from the property line on the subject property except where appropriate off-site easements have been obtained. (P)(E)

110 Double boundary walls between developments are prohibited except as approved by the Planning Manager and City Engineer. (P)(E)

111 *The project shall follow the grading plans approved by the City and avoid disturbance of adjacent areas where possible. (Mitigation Measure No. 64) (P)(E)

112 All grading shall be performed in accordance with the general earthwork and grading specifications required by the City and in conformance with Appendix A of the Addendum prepared to the Ritter Ranch EIR. (P)(E)

113 The final grading plan shall indicate that all rear and interior side yard slopes are up slopes to property lines as indicated on the tentative map. (P)(E)

114 The applicant shall incorporate into the project design all existing easements within the project boundaries or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the Planning Manager, City Engineer, or the Review Authority. (P)(E)

115 The applicant shall obtain off-site easements from the affected property owner(s) for all proposed off-site improvements (i.e., slopes and related grading activities, street improvements, walls drainage, etc.). If said easements cannot be obtained, the project shall be redesigned to incorporate these improvements entirely within the project boundary to the satisfaction of the Planning Manager or the Review Authority. The City Engineer shall have the right to withhold approval of the affected improvement plans for failure to satisfy this condition. (P)(E)

116 All manufactured slopes on or adjacent to project boundaries shall meet the setback requirements of the current City Building Code. A recorded off-site Slope Acceptance Letter from all affected property owners shall be submitted to the City Engineer prior to approval of grading plans for any off-site slope not meeting these requirements. In addition, all slopes are required to meet City Standards with respect to erosion control and in accordance with the following requirements: (E)(B&S)(P)

116.1 The applicant shall install all landscaping in rights-of-way, landscape easements areas, in parks, in residential common areas and open spaces, and on slopes, pursuant to the provisions of the associated Planned Development document (CDEV 23-0002).

116.2 All slopes accessible from a public right-of-way shall be privately maintained until transferred to a private Homeowners Association entity.

The City, through a special district formed by the City, may elect to accept landscape maintenance responsibility for certain privately owned slopes abutting major arterials. Upon such election, the developer shall dedicate or cause to be dedicated to permit access to carry out such maintenance. The developer shall warrant all such landscaping for a period of one year after the completion of the installation thereof.

117 The applicant shall submit a temporary erosion control and sedimentation plan for approval by the City Engineer prior to grading plan approval and grading permit issuance when grading activity will occur between October 1st and April 15th. Said erosion control plan shall provide appropriate dust control measures per City and Antelope Valley Air Quality Management District (AVAQMD) Standards to minimize nuisance from dust at all times. (E)

117.1 The applicant shall submit a dust control plan to AVAQMD for review and shall obtain clearance from said agency prior to issuance of a City grading permit. The applicant shall provide proof of compliance with all AVAQMD requirements and applicable fees.

118 *From the beginning of the first ground disturbing activity until the use has been released for occupancy, the following are required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (October 15 - April 15); 2) provide appropriate dust control measures, per City and AVAQMD Standards, to minimize nuisance from dust at all times. Said erosion control and dust control plans shall be in conformance with Mitigation Measures identified within the Ritter Ranch EIR. (E)(B&S)

119 This project shall be designed and constructed in accordance with the stormwater pollution control requirements of the Lahontan Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Lahontan Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements. The applicant shall submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the City Engineer. (E)

120 A drainage acceptance letter from each affected property owner shall be submitted to the City Engineer when the pre-developed storm runoff onto any adjacent property is increased, concentrated, diverted, or changed in any form as required by State law. (E)

121 A final hydrology study and hydraulics report shall be prepared for this project and approved by the City Engineer. The hydrology study and hydraulics report shall address on-site and off-site conditions and impacts, based on the City of Palmdale adopted Storm Water Management Policy. Any required construction of drainage facilities, including bio-basins and the improvement of Anaverde Creek channel diversions, identified within the approved study/report shall be deemed a condition of approval improvement for this project. (E)

122 Based on the findings of the final hydrology and hydraulics report, the applicant shall be responsible, at their own expense, for any and all improvements imposed on the project by the Engineering Department to the satisfaction of the City Engineer. (E)

123 All nuisance water generated from this development shall be mitigated on-site in accordance with City's Design Standards requirements. (E)

124 Provisions shall be made within the project to utilize recycled water to the extent that such provision is found to be in accordance with the Antelope Valley Recycled Water Master Plan and any City standard/ordinance enacted to facilitate its use. (E)

125 *This subdivision shall be designed in accordance with the City's Floodplain Management Ordinance, Master Plan of Drainage, and related criteria within the Engineering Design Standards for controlling and debris flows within and adjacent to Anaverde Creek, and other existing natural drainage courses. (Mitigation Measure No. 11) (E)

125.1 All drainage facilities shall be designed to be compatible with Master Plan of Drainage facilities. Applicant shall provide system piping to allow for the future elimination of the drainage basin.

125.2 Reimbursement for drainage facilities shall only be considered for the applicant's dedication and construction of those facilities depicted on the City's Master Plan of Drainage in accordance with Section 66486 of the Government Code.

126 Dry wells and/or bio-basin shall be required for this project to dispose of on-site nuisance water in accordance with the approved drainage plan. No nuisance water generated from this development shall be allowed outside the boundaries of this development unless authorized by the City Engineer. Appropriate measures shall be taken to protect dry wells and/or bio-basins from silt during grading

operations and any off-site flow from undeveloped areas designed to flow through subdivision. (E)

127 *The applicant shall submit geotechnical reports, prepared in accordance with the City's Engineering Design Standards, to the City Engineer for review and approval prior to the approval of a grading permit. Said report shall include recommended design, construction, and maintenance of mitigation measures to reduce potential geologic constraints, to the satisfaction of the City Engineer. At minimum, the report shall address slope stability, locations and setbacks for active/potentially active faults, excavation requirements for unsuitable surficial material, liquefaction potential and groundwater/seepage conditions. All future discretionary approvals must comply with the applicable recommendations set forth in the required investigation. Typical mitigation for geologic hazards include excavation and/or stabilization (buttress/retaining walls) of landslides and excavation of undesirable materials (such as those subject to settlement, hydroconsolidation, expansion or liquefaction) and re-compaction, if necessary, with suitable material. Recommendations from the report shall be incorporated into final grading plans. (Mitigation Measure No. 1) (E)

128 *Grading shall be designated "Engineering Grading" per City Building Code and shall be done in accordance with an approved grading plan. All grading work shall be performed in one continuous operation, or in phases as approved by the Planning Manager and the City Engineer. (Mitigation Measure No. 2) (E)

129 A sanitary sewer-area study for this project shall be prepared and submitted to the City Engineer for review and approval. A public sanitary sewer system is to be dedicated to the City, with private laterals to each lot. The system shall be designed and installed as the only method of sewage disposal for this subdivision. Coordination and clearance must be obtained from Los Angeles County Sanitation District prior to issuance of a sewer permit. (E)

130 The applicant shall design and construct a sewer by-pass system, redirecting flows from the temporary sewer lift station to a gravity flow off-site outfall sewer system. (E)

131 Provisions for adequate sight distances shall be demonstrated and be subject to the approval of the City Engineer. (TE)

132 *The applicant shall demonstrate to the satisfaction of the City Director of Planning and Engineer that all feasible mitigation measures have been implemented to minimize grading impacts. The Applicant may be required to submit complete geotechnical studies and/or reports to the satisfaction of the City Engineer.

Consideration shall be given to use of “stepped” play fields for the school and park sites, particularly where a relatively level surface across the entire facility would require significant grading. (Mitigation Measure No. 16) (E)

133 *In order to evaluate the potential for ground-surface rupture along the trace of an active fault within the San Andreas fault zone, and provide setback recommendations for proposed structures, exploratory fault trenching shall be performed prior to issuance of grading permit. (Mitigation Measure No. 20) (E)

134 *A site-specific biological study shall be prepared and submitted, and shall address setbacks or other alternatives identified to reduce impacts to raptor nesting sites and other biological resources as listed in Section IV.D, Table 11, PREFERRED DEVELOPMENT ENVELOPE SETBACK DISTANCES. However actual setbacks for each resource may vary less or more than the recommended distance as determined by a site-specific biological report, reviewed and approved by the Planning Manager. Setbacks less than the recommended distance may constitute a locally significant impact. (Monitoring Program No. 37) (P)

135 *Where possible, development of residential or commercial structures within the Specific Plan area should be designed to avoid displacement of destruction of Joshua Tree habitat. Areas adjacent to the woodland should have a 50-foot setback from the Joshua Tree plants unless a shorter distance is identified in a site-specific biological report. Within that setback, native plant cover should be restored to natural habitat values to serve as a buffer if such plant cover is not present. (P)

136 *Prior to issuance of grading permits for each area of the Ritter Ranch Specific Plan, the project archaeologist shall formulate and carry out an Archaeological Monitoring Program for that particular area. The Archaeological Monitoring Program as approved by the Planning Manager shall include, but not be limited to measures identified in EIR 90-4, the RMW Paleo Associates report dated December 26, 1990, and the 1991 LSA Phase II Archaeology Report dated June 14, 1991. (Monitoring Program No. 79) (P)

137 *Prior to Development Application approval, portions of the site shall be designated for restoration, enhancement or expansion of wetland habitat. Portions to be designated will be subject to Planning Manager approval but, at a minimum, the proposal shall equate to a 1:1 replacement of impacted wetlands. A Wetlands Restoration Plan, indicating specific guidelines, designation of areas suitable for mitigation, and an explanation of methods which will assure permanent preservation, shall be submitted for review and approval by the City of Palmdale, CDFW and U.S. Army Corps of Engineers. Said plan shall be consistent with

restoration required for the Amargosa Creek Improvement Project. (Monitoring Program No. 40) (P)

138 *The applicant shall participate in any work and the current archaeologist shall provide additional recovery or action as required under Mitigation Monitoring Program No. 79(a). (P)

139 *Required research salvaging and/or protection of known sites shall occur prior to approval of a grading permit within the affected area of resources. To the extent feasible, sites shall be protected in place. (Monitoring Program No. 80) (P)

140 *Prior to issuance of grading permits for each area of the Ritter Ranch Specific Plan, a qualified paleontologist shall be retained at the expense of the applicant to formulate and carry out a Paleontological Monitoring Program for that particular area. The Paleontological Monitoring Program approved by the Planning Manager shall include, but not be limited to, measures identified in the EIR. (Monitoring Program No. 84) (P)

141 *Due to possible adverse geologic conditions in the bedrock areas associated with bedding plane potential landslides, especially in the Pelona Schist areas in the central and southern portions of the Specific Plan site, detailed site-specific analysis relative to slope stability shall be performed for all proposed cut slopes prior to issuance of a grading permit. Grading permit issuance will be subject to the grading plan demonstrating compliance with the applicable recommended slope stability measures. (Monitoring Program No. 13) (P)(E)

142 *To prevent erosion and subsequent downstream siltation, the applicant shall comply with the conditions of an Erosion and Sedimentation Control Plan to be submitted for review by the Antelope Valley Resource Conservation District, and review and approval by the City of Palmdale. The Plan shall address the following, at minimum: (Monitoring Program No. 8) (P)(E)

142.1 Recommendations for drought resistant slope planting shall be provided by a qualified landscape architect prior to project approval and implemented by the project applicant.

142.2 Periodic maintenance and repair of all slopes and drainage outlets shall be conducted during site development.

142.3 Following site development, slope plantings and irrigation systems shall be maintained and leaks in the irrigation system shall be fixed without delay.

142.4 Drainage outlets shall be periodically inspected and cleaned of silt and debris both during and following site development.

142.5 All slopes shall be periodically inspected for evidence of cracking and erosion and any problems shall be repaired immediately.

142.6 Rodent activity shall be controlled to prevent water penetration and loosening of the soil.

142.7 Minimize the length of time that soils lie exposed.

142.8 Regular watering of cleared areas, in compliance with City requirements and SCAQMD Rule 403 or AVAQMD equivalent standard.

142.9 Minimize the extent of cleared areas at any given time.

142.10 Establishment of maximum vehicle speeds within construction areas.

142.11 Pursuant to City Standards, graded areas shall be revegetated as soon as possible after rough grading through the use of landscaping, hydroseeding, or any other method of providing vegetative cover.

142.12 Use of sandbags or similar surface water controls prior to and during grading if grading is to be done during the rainy season.

142.13 Use of soil stabilizers where feasible.

143 *The applicant shall submit a water quality control plan for review and approval by the City Engineer and the Planning Manager, prior to issuance of grading permits. This plan shall be submitted to the Regional Water Quality Control Board for their review and comment. The plan shall indicate specific means of reducing urban pollutants and sedimentation and shall comply with the provisions of any National Pollution Discharge Elimination System permit requirements that may be required by other regulatory agencies including, but not limited to, the following: (Monitoring Program No. 36) (P)(E)

143.1 Incorporation of measures identified in the required Erosion Control Plan.

143.2 Surplus or waste material from construction shall not be placed in drainage ways or within the 50-year Los Angeles County Capital Storm floodplain of surface waters.

143.3 All loose piles of soil, silt, clay, sand, debris, or other earthen materials shall be protected in a reasonable manner to eliminate any discharge to waters of the State.

143.4 Dewatering shall be done in a manner so as to eliminate the discharge of earthen material from the site.

143.5 All disturbed areas shall be stabilized by appropriate soil stabilization measures by October 15th of each year.

143.6 All work performed between October 15th and May 1st of each year shall be conducted in such a manner that the project can be winterized within 48 hours.

143.7 All non-construction areas shall be restricted by fencing, signage or other means to prevent unnecessary disturbance.

143.8 During construction, temporary gravel or sandbag dikes shall be used as necessary to prevent discharge of earthen materials from the site during periods of precipitation or runoff.

143.9 Stabilizing agents such as straw, wood chips and/or hydroseeding shall be used during the interim period after grading in order to strengthen slopes while ground cover takes hold in accordance with the City's Engineering Design Standards.

143.10 Impervious areas shall be constructed with infiltration trenches along the downhill edges to dispose of all drainage emanating from them.

143.11 Infiltration trenches shall be constructed on the downgradient side of all structural drip lines.

143.12 Revegetated areas shall be continually maintained in order to assure adequate growth and root development.

143.13 Physical erosion control facilities shall be placed on a routine maintenance and inspection program to provide continued erosion control integrity.

143.14 Where construction activities involve the crossing and/or alteration of a stream channel, such activities should occur only after obtaining a 404

Permit (Army Corps of Engineers) and a 1601/1603 Agreement (California Department of Fish and Game), as necessary.

143.15 Routine cleaning of manholes and catch basins shall be performed to remove sediment and debris.

143.16 Control of washdown drainage from commercial uses shall be enforced in accordance with all waste discharge regulations and/or provisions.

143.17 Information reviewed and approved by the City Attorney, regarding the disposal of waste oil/grease, pesticide containers and other hazardous materials shall be provided to new businesses and homeowners at the time of occupancy.

143.18 Controlled use of pesticides and fertilizers within common areas including the golf course shall be enforced through provisions in the Landscape Plan, including frequency and type of fertilizers/pesticides to be used, and application by qualified persons. For the golf course (which would drain into a proposed wetland mitigation area), special consideration should be given to use of slow release and broad spectrum insecticides, and the suppression of mosquito populations using bacterial insecticides or light oils instead of chemical agents.

144 *A qualified paleontologist, approved by the City of Palmdale, shall be retained to monitor and, if necessary, salvage scientifically significant fossil remains. (Monitoring Program No. 85) (P)

145 *The paleontologist shall have the power to temporarily divert or direct grading efforts to allow evaluation and, if necessary, salvage of exposed fossils. (Monitoring Program No. 86) (P)

146 *Matrix samples for microvertabrate screening shall be collected and processed during monitoring. If microvertebrates are present, up to 6,000 pounds of matrix will need to be sampled. This material can be placed to one side of the active grading so as not to delay the project. Screening may be done on-site. (Monitoring Program No. 89) (P)

147 *The matrix samples for microvertebrates shall be submitted for processing and identification at a facility such as the Los Angeles County Museum of Natural History. (Monitoring Program No. 87) (P)

148 *Paleontological monitoring efforts shall be based on the sensitivity of the geological units being excavated, the number of equipment in operation at one time, and the amount of material in cubic yards being moved. (Monitoring Program No. 88) (P)

148.1 Geological units of “high” sensitivity shall be monitored on a full-time basis. If more than one piece of heavy equipment is being run simultaneously and/or more than 25,000 cubic yards of earth is to be graded per day, then additional monitors will be needed.

148.2 Geological units of “low” sensitivity require monitoring at least once during every five days of grading activity. If significant fossils are recovered during grading, then a change in paleontologic sensitivity would be warranted and full-time monitoring could be needed.

148.3 Geologic units of “no” paleontologic sensitivity will not require monitoring.

149 *All fossils collected need to be prepared to the point of identification. These remains should be donated to an institution with an educational and/or research interest in the materials and a retrievable storage system, such as the Los Angeles County Museum of Natural History. This shall occur within one year of individual project completion. (Monitoring Program No. 90) (P)

150 The applicant shall obtain sufficient off-site sewer easements and design and construct an off-site outfall sewer with supplemental size, capacity, and length as required by the City Engineer. The City Engineer shall have the right to withhold approval of any affected improvement plans for failure to satisfy this condition. Said off-site outfall sewer system shall be constructed and operational prior to first issuance of occupancy release. (E)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH RECORDATION OF THE FINAL MAP OR ANY PHASE THEREOF:

151 The applicant shall enter into an agreement with the City of Palmdale for the purpose of satisfying Ritter Ranch’s contribution to the cost of designing and constructing the Avenue R Regional Basin (“the Basin”) facility. The agreement shall reflect the following terms: (E)

151.1 The City has agreed to form a Community Facilities District (CFD) over the Ritter Ranch property for the purpose of selling bonds to finance public

improvements, including Ritter Ranch's share of the Basin design and construction costs. The terms of this CFD will be:

151.1.1 The effective tax rate over Ritter Ranch will be brought to two percent of the estimated value of each home to be sold.

151.1.2 The CFD will sell bonds with a term of 35 years.

151.1.3 A two percent escalator will be applied to the bonds within the CFD as necessary to cover Ritter Ranch's funding responsibilities for the Basin.

Ritter Ranch shall immediately deposit with the City an amount equal to 50 percent of the estimated costs to complete Basin design and process the necessary state and local permits and/or approvals. Ritter Ranch has agreed to permit the City to have a first priority in Ritter Ranch's initial bond issuance to recover the estimated cost of Ritter Ranch's share of the Basin construction costs (an amount equal to 50 percent of the actual costs). To the extent that Ritter Ranch's actual share of the Basin construction costs is higher than 50 percent of the actual costs, the City may use the two percent escalator to recover the additional costs in Ritter Ranch's second bond offering. To the extent that Ritter Ranch's actual share of the Basin construction costs is less than 50 percent of the actual costs, the difference shall be made available to Ritter Ranch for its funding of eligible public improvements. Additionally, the City will allow the funds remaining in the existing Ritter Ranch CFD Improvement/Acquisition account to be used by Ritter Ranch for its use in funding eligible public improvements. Execution of this agreement shall occur prior to the recordation of a final map for VTTM 51508-03 and the execution and implementation of this agreement shall satisfy Ritter Ranch's obligations relative to the Basin.

152 The applicant shall provide standard street improvements for Regional/Crosstown roadway classification streets, along the Ritter Ranch Road (Avenue S), within the project boundary across the project frontage. The design shall be based on a 105-foot right-of-way on an acceptable centerline profile extending a minimum of 300 feet beyond the project where applicable. Improvements listed below shall be constructed and operational prior to the Certificate of Occupancy release for the 1st dwelling unit within VTTM 63145. These improvements shall consist of: (E)(TE)

152.1 Curb and gutter,

152.2 Sidewalk (width = five feet),

152.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

152.4 Traffic control signs and devices as required by the City Engineer,

152.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

152.6 Wheelchair ramp(s) at all walk returns,

152.7 Roadway drainage device(s),

152.8 Streetlights,

152.9 Raised and landscaped median,

152.10 Dedicate an additional 12 feet of right-of-way and construct right-turn lane improvements at the intersections of Parkview Drive and Westland Drive, as required by Traffic Division,

152.11 Dedicate sufficient right-of-way for corner cut-off in accordance with City's Engineering Design Standards,

152.12 Dedicate the right to restrict vehicular access along Ritter Ranch Road (Avenue S) to the City of Palmdale,

152.13 Provide a minimum four-foot sidewalk clearance around any object,

152.14 Provide a 10-foot Class 1 bike lane along the northern parkway of said street,

152.15 The applicant shall provide a turnaround at the western terminus point of Ritter Ranch Road (Avenue S), within the tract boundary, acceptable to the City Engineer and Fire Department, and,

152.16 The applicant shall provide traffic signage and devices to close off Ritter Rancho Road (Avenue S) at the western terminus point.

153 The applicant shall provide standard street improvements for Neighborhood roadway classification streets, along Parkview Drive and Westland Drive within the project boundary, face of curb to face of curb width of 40 feet (64 foot right-of-way). Improvements listed below shall be constructed and operational prior to the

Certificate of Occupancy release for the 1st dwelling unit within VTTM 63145. These improvements consist of: (E)(TE)

153.1 Curb and gutter,

153.2 Sidewalk (width = five feet),

153.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer,

153.4 Traffic control signs and devices as required by the City Engineer,

153.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer,

153.6 Wheelchair ramp(s) at all walk returns,

153.7 Roadway drainage device(s),

153.8 Forty-foot minimum improvements are required,

153.9 Streetlights,

153.10 Dedicate an additional 12 feet of right-of-way and construct right-turn lane improvements at all future intersections, as required by the City Engineer,

153.11 Dedicate sufficient right-of-way for corner cut-off in accordance with City's Engineering Design Standards,

153.12 Dedicate the right to restrict vehicular access along Parkview Drive and Westland Drive to the City,

153.13 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches,

153.14 Provide a minimum four-foot sidewalk clearance around any object, and,

153.15 All roadways shall be constructed to the full width required by the Planned Development document (CDEV 23-0002) and the Ritter Ranch Specific Plan.

154 Provisions for potential bus turnouts shall be provided on the far side (unless otherwise approved) of the intersection for the following locations. Actual dates of construction may be deferred until bus service is provided. Bus turnout areas should be constructed of Portland cement concrete, as possible. (TE)

154.1 Eastbound Elizabeth Lake Road at Ranch Center Drive. Provisions of this stop may be included in plans for Elizabeth Lake Road and/or upon approval of development plans for the land use at the southeast corner of the intersection.

154.2 Southbound Ranch Center Drive at Elizabeth Lake Road (nearside stop) and northbound Ranch Center Drive at Elizabeth Lake Road. Provision of these stops may be included upon approval of development plans for the land use at the southeast corner of the intersection.

154.3 Each direction at City Ranch Road/Ranch Center Drive. The stop west of the intersection may be accommodated within the right-of-way for City Ranch Road and/or through dedication of additional right-of-way from the open space area. The stop east of the intersection may be accommodated in the design of the landscaped area. The location north of the intersection may be incorporated into the design of the use on the northeast corner of the intersection. The location south of the intersection may be incorporated into the design of the use on the southwest corner of the intersection.

154.4 The turnouts should be 12 feet wide, 50 feet long, and include a 60-foot transition into the stop and a 40-foot transition out of the stop.

155 The applicant shall coordinate with the Antelope Valley Transit Authority (AVTA) to ensure that right-of-way and street construction includes the provision of a bus turnout and/or bus stop amenities along Ritter Ranch Road (Avenue S) unless AVTA deems a turnout or other improvements are not necessary. Design shall be subject to the approval of AVTA and the City Engineer. (TE)

156 The applicant shall petition the City to form a Landscape Maintenance Assessment District for the maintenance of landscaping and appurtenant facilities. Such district shall be formed concurrently with, or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the formation of the Landscape Maintenance Assessment District, the Developer shall propose an alternative maintenance entity and shall be responsible for the maintenance of the landscaping and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All

costs associated with the formation of an alternative maintenance entity shall be paid by the Developer. (E)

157 The applicant shall provide written evidence to the Planning and Engineering Departments that approval has been obtained from the Los Angeles County Fire Department. (F)(P)(E)

158 VTTM 51508-03 shall be recorded prior to or concurrently with recordation of VTTM 63145. (E)

159 The applicant shall enter into a subdivision improvement agreement and post securities with the City and pay all applicable fees at the time of subdivision approval for those improvements necessary to support this subdivision, as determined by the City Engineer. If any transfer of ownership/title of land within this proposed subdivision takes place prior to release of all agreements and securities, the new applicant shall be required to enter into a separate Subdivision Improvement Agreement with the City and pay all applicable fees. Agreement and securities with the prior applicant will be released after the agreement and securities with the new applicant take effect. (E)

160 The applicant shall petition the City to form a Drainage Benefit Assessment District for the maintenance of drainage and appurtenant facilities. Such district shall be formed concurrently with or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the formation of the district, the Applicant shall propose an alternative maintenance entity and shall be responsible for the maintenance of the drainage and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the formation of an alternative maintenance entity shall be paid by the Applicant. (E)

161 The applicant shall submit full sized copies of the final recorded map in the form of one set of mylar and three sets of blueline to the City Engineer and shall also submit an 8-1/2 by 11-inch mylar copy of the final map to the Planning Manager and City Engineer. The applicant shall provide a computerized .dwg format of the final recorded tract map which is compatible with the City's Geographic Information Systems (GIS) to the City Engineer. The final map shall be projected in NAD 83 State Plane Zone (5 in feet). (E)

162 Access rights shall be granted to the City for the purpose of allowing access over private drives within the development for all City vehicles, including police, fire, and

other emergency vehicles. The document(s) recording this access shall be prepared by the applicant for review and approval by the City Engineer. (E)

163 A preliminary title report and subdivision guarantee is needed showing all fee interest holders, all interest holders whose interest could ripen into a fee, all trust deeds, together with the names of the trustee and all easement holders. The account for this title report shall remain open until the final tract map is filed with the County Recorder. No easements shall be granted and recorded until after the final map is recorded, unless approved by the City Engineer and subordinated to any City easements by a certification upon the title sheet of the final map, prior to the grant. (E)

164 A Homeowner's Association shall be created for the project and shall be responsible for the maintenance of all common use areas, private streets, private drainage facilities and shared parking areas. The documents creating this entity shall be provided to the Planning Manager, City Engineer, and City Attorney for review and approval. The applicant shall be responsible for all costs associated with this review. (P)(E)

165 In cases where the applicant indicates that multiple final maps will be filed, a Phasing Plan shall be submitted for review and approval by the Planning Manager and City Engineer. Pursuant to Government Code 66456.1, multiple final maps (phasing of tentative map) shall not be authorized for this tentative map until such time as the City of Palmdale has had the opportunity to evaluate the phasing and impose reasonable conditions, related to the phasing. (E)

166 *Each deed or other conveyance of Real Property shall include the following statement: "Ritter Ranch is traversed by major slays (branches) of the San Andreas Fault Zone, a very youthful geologic feature. Due to the proximity of the Ritter Ranch site to the San Andreas Fault, there is a high risk of experiencing strong ground shaking and possible surface fault rupture." Additionally, where applicable, each disclosure statement within the deed shall contain language which denotes the possibility of building restrictions on residential additions for human occupancy on those parcels which are located in Fault Hazard Restricted Use Zones. (Mitigation Measure No. 9) (E)

167 All areas within the tract designated by the City Engineer as requiring a landscape easement shall be shown as an 'Easement for Landscaping Purposes' on the final map. (E)

168 Will Serve letters will be required before the map is submitted to City Council for approval. The following is a list of the minimum Will Serve letters required: (E)

168.1 Water District

168.2 Southern California Edison

168.3 Southern California Gas Company

168.4 Cable TV

168.5 Los Angeles County Sanitation District

168.6 School District

168.7 Telephone Company

169 *All project homeowners and tenants shall be advised of potential health risks associated with power transmission lines prior to close of escrow/execution of rental lease. The content and form of said notification shall be indicated in the applicable escrow, deed and/or lease documents in a format acceptable to the City Attorney. (Monitoring Program No. 71) (P)

170 *In the event that the Applicant of the Ritter Ranch Specific Plan constructs offsite sewer lines within the San Andreas Fault zone, the applicant shall cause the preparation of an emergency spill response plan. The plan shall include provisions for spilled sewage retention, spill response measures, clean-up and disinfection measures, and training and funding for implementation of the spill plan. The plan shall be reviewed by the Lahontan Regional Water Quality Control Board and Sanitation District No. 20 and reviewed and approved by the Director of Public Works and the Planning Manager. (Monitoring Program No. 109a) (P)

171 Prior to filing any final map, the Planning Manager shall determine that adequate mitigation of school impacts has been provided, pursuant to the Ritter Ranch EIR, or any subsequent agreements with the affected school districts. (P)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH ISSUANCE OF BUILDING PERMITS (FOR ANY PHASE OF THE DEVELOPMENT):

172 The applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and local agencies including, but not limited to, the following:

Antelope Valley Air Quality Management District
Antelope Valley Union High School District
Los Angeles County Consolidated Fire District
Los Angeles County Department of Health Services
Los Angeles County Sanitation District
Los Angeles County Waterworks
Palmdale School District
Westside Union School District
Regional Water Resources Control Board

The duty of inquiry as to such requirements shall be upon the applicant. Receipt and proof of payment shall be provided to the Building and Safety Division prior to issuance of any building permits. (P)(E)(F)(B&S)

173 All agency approvals for permit issuance shall be on file with the Building and Safety Division. (B&S)(F)

174 The applicant shall comply with all applicable development regulations and requirements prior to issuance of any building permits on the subject property. (P)(E)(B&S)

175 The applicant shall submit detailed plans for all building construction and obtain plan approval from all agencies/departments as required. (B&S)(F)(P)(E)

176 The project shall comply with all requirements of PMC Chapter 13.05 (Sewer Collection Service Charges). (E)

177 Water mains shall be designed to meet or exceed the total flow requirements determined from domestic flow and fire flow for this development. Required domestic flow shall be calculated by the applicant's engineer. Fire flow shall be determined by the Los Angeles County Fire Department. (E)

178 The plans and specifications for the water delivery system shall be submitted for approval to the responsible water purveyor prior to final approval of this development by the City Engineer. In all cases where water system facilities have not been installed prior to filing this development with the City Engineer for final approval, the applicant shall submit a Labor and Materials bond in addition to one of the following: (E)

178.1 An Agreement and Faithful Performance bond in the amount approved by the City Engineer to be sufficient to guarantee installation of the improvements; or

178.2 An Agreement and evidence satisfactory to the City Engineer showing that the applicant has entered into a contract with the serving water utility for establishing a security guaranteeing payment for the installation of the improvements.

179 Street lighting plans shall be reviewed and approved separate of the approval of the street improvement plans. Street lighting plans and electrical plans shall be submitted to the City Engineer for review and approval and to Southern California Edison (SCE) for reference. Electrical plans shall be prepared by a Registered California Electrical Engineer. (E)

180 The applicant shall petition the City to form a Streetlight Benefit Assessment District for the ownership and maintenance of streetlights and appurtenant facilities. Such annexation shall be formed concurrently with, or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the annexation to the Streetlight Benefit Assessment District, the applicant shall propose an alternative maintenance entity and shall be responsible for the maintenance of the streetlights and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the -annexation of an alternative maintenance entity shall be paid by the applicant. (E)

181 Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, gas, telephone, storm drains, detention basins, and landscaping. (E)

182 All sanitary sewer mains to be dedicated to the City area required to submit as-built plans, and have TV video inspection prior to final acceptance for maintenance. (E)

183 At completion of rough grading, the applicant shall submit appropriate reports and statements (Certifications) to the City Engineer, for review and approval, prior to release of rough grading. The City of Palmdale Building Code requires these reports from the field or supervising grading engineer, the soils engineer, the geologist, and the grading contractor. (E)(B&S)

184 The applicant shall obtain addresses established by the City Engineer and pay applicable processing fees for all lots of residential subdivisions. Commercial

subdivisions are addressed by the Building and Safety Division upon application for a building permit. (E)(B&S)

185 *Prior to issuance of building permits, the project applicant shall prepare an emergency spill response plan, which includes the following measures for review and approval by the City and County Sanitation District No. 20: (Mitigation Measure No. 20a) (E)

185.1 Measure detect early warning of a sewage trunk leak;

185.2 The installation of manual or automatic isolation valves;

185.3 Provisions for spilled sewage retention;

185.4 Spill response measures;

185.5 Clean-up and disinfection measures; and

185.6 Training and funding for implementation of the spill plan.

186 In accordance with the PMC Section 15.01.020 (Public Art in Private and Municipal Development Project Contribution Requirements) for projects with a building permit valuation of $500,000 or more, the applicant shall devote an amount not less than one-half percent for the acquisition and installation of public art on the development site. This amount shall be the program allocation with a cap of $250,000 allocated for single construction projects. This contribution requirement shall apply to mixed-use and residential projects that create five or more units. All nonprofit and affordable housing developments and structures shall be exempt from this requirement. In lieu of public art on the development site, the applicant may place a public art in-lieu contribution in an amount equal to the program allocation prior to the issuance of a building permit for the project on the development site. (PA)

187 The public art that may be used to satisfy the requirements shall comply with applicable standards contained in PMC Section 15.01.040 (Public Art in Private and Municipal Development Project Compliance Standards). (PA)

188 The applicant has the option of proposing public art incorporating on-site artwork into the development or may elect to deposit the full amount in the public art fund as required under PMC Section 15.01.020 (Public Art in Private and Municipal Development Project Contribution Requirements). In any event, ten percent of the amount required under PMC Section 15.01.20 (Public Art in Private and Municipal

Development Project Contribution Requirements) shall be deposited into the public art fund. (PA)

189 In conjunction with an application for a building permit, the applicant shall submit to the City a concept public art project plan for on-site artwork and follow the specifications of PMC Section 15.01.080 (Application and Approval Procedures for Public Art). The City's Public Art Guidelines for Developers will be furnished upon request. (PA)

Impact Fees

190 The applicant shall comply with the provisions of PMC Chapter 3.45 (Public Facility Development Impact Fee Requirements). The applicant shall pay the applicable public facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (B&S)

191 This subdivision is located within the Anaverde Natural Drainage Area/Basin as defined by the City's Master Drainage Plan and approved by Resolution No. 89-75. The applicant shall comply with the provisions of Chapter 3.38 (Drainage Fee Ordinance) of the Palmdale Municipal Code. The applicant shall pay the applicable drainage fees to the Building and Safety Department. (E)(B&S)

THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:

192 Adequate sanitary disposal facilities shall be required on-site during all phases of construction. (E)(B&S)

193 Once soil has been watered to near optimum moisture content in the areas disturbed by ripping soil shall be recompacted to 90 percent relative compaction to the satisfaction of the City Engineer. (P)(E)

194 *From the beginning of the first ground disturbing activity until one hundred (100) percent of the lots for the entire subdivision have been released for occupancy, the following are required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (November 1 - April 15); 2) provide appropriate dust control measures, per City Standards, to minimize nuisance from dust at all times. Said erosion and dust control plans shall be in conformance with Mitigation Measure 8 of the Ritter Ranch EIR. Said erosion and dust control plans shall be in conformance with Mitigation Measure 8 of the Ritter Ranch EIR. (E)(B&S)

195 *During project construction, the Applicant shall be required to provide appropriate screening (as with temporary fencing with opaque material), dust control, restricted construction hours, and a traffic control plan. (Mitigation Measure No. 56) (P)(E)

196 Grading shall be done in accordance with a grading plan prepared by the applicant's Registered Civil Engineer. All grading work shall be performed in one continuous operation or in phases as approved by the Planning Manager and the City Engineer. (P)(E)

197 The City Engineer shall be notified a minimum of 60 days prior to anticipated opening of any street to public travel. (TE)(E)

198 The applicant shall provide solid waste disposal containers on-site during all phases of construction. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties shall be prohibited. (P)

199 If this tentative map is to be phased, the applicant shall have all basin(s), and any temporary grading or structures necessary to convey runoff to basin(s), in an operable condition prior to completion of rough grading of proposed streets for the first phase. (E)

200 City and State guidelines and requirements for traffic control shall be complied with during construction and prior to final project acceptance. (TE)

201 *Monitoring during grading activities shall be accomplished by an archaeologist approved by the Planning Manager. Said archaeologist shall be present at any pre-grading conference and shall have the power to enforce required mitigation measures related to cultural resources. Mass grading activity shall be periodically monitored, particularly during initial site clearing, to ensure that any buried archaeological deposits, which may exist on the property, are detected. This monitoring shall be maintained until undisturbed bedrock is exposed. The monitoring archaeologist shall be prepared to document and recover any material, which appears as quickly as is consistent with standard archaeological practice. If determined necessary, the archaeologist may halt grading to ensure adequate salvaging and/or protection of cultural resources (upon which the Planning Manager and Applicant shall be notified). (P)

202 *The applicant shall annually evaluate all design guidelines, development standards and mitigation measures for Ritter Ranch Specific Plan, submitting a Monitoring report to the Planning Manager the first quarter of each year through build out of the project. In addition, the applicant shall submit aerial photos of the

project site taken on a monthly basis when grading is occurring. Monitoring and verification of compliance with adopted applicable Ritter Ranch Specific Plan development standards shall also be performed prior to subsequent approvals, to determine if the proposed measures are achieving their intended purpose. To the extent allowed by law, future discretionary approvals may include additional conditions of approval, based upon City review of the Annual Monitoring report. Nothing in this mitigation measure shall be construed to permit environmental review beyond the extent permitted by State Law. (Monitoring Program No. 66) (P)

203 *To mitigate potential dust generation impacts, the project will comply with State, County and City dust control regulations. These regulations are intended to provide sufficient protection so as to prevent the soil from being eroded by wind, creating dust, or blowing onto a public road or roads or other public or private property. (Mitigation Measure No. 21) (B&S)(P)

204 *In addition to watering prior to and during grading (as discussed in SCAQMD Rule 403), the application of water and chemical dust retardants that solidify loose soils shall be implemented for construction vehicle access, as directed by the City Engineer. (Mitigation Measure No. 22)(P)(E)

205 *Grading activity shall be suspended when local winds exceed 30 miles per hour. To validate wind velocities and/or rainfall amounts, the installation of a minimum of two remote weather stations will be required at locations determined by the City Engineer. (Mitigation Measure No. 23)(P)(E)

206 *Heavy construction equipment shall use low sulfur fuel (0.05 percent by weight) and shall be properly tuned and maintained to reduce emissions. (Mitigation Measure No. 24)(P)(E)

207 *Construction activities shall be phased and scheduled to avoid high ozone days, to the extent feasible. (Mitigation Measure No. 25)(P)(E)

208 *Construction shall be discontinued during second stage smog alerts. (Mitigation Measure No. 26)(AVAQMD)(P)

209 *The applicant shall as required by the Planning Division and the City of Palmdale's Air Quality Element, implement applicable Tier I Control Measures contained in the Final 1989 AQMP, as may be subsequently amended. Additionally, the Best Available Control Technology Guidelines published by SCAQMD, shall be used. As project buildout occurs, subsequent phases/approvals will be held to Tier II and Tier III measures which are implemented is mandatory AQMD Rules and

Regulations applicable to the project phase. General measures which shall be applied for the development include: (Mitigation Measure No. 27)(AVAQMD)

209.1 Encourage the use of alternative transportation modes by promoting public transit usage and providing secure bicycle facilities. The applicant will implement the trails system indicated in the Specific Plan including pedestrian, bicycle and equestrian facilities. The applicant shall distribute educational material at the time of occupancy to all businesses and homeowners regarding the availability of public transit, ridesharing and other alternative transit methods and the location of bicycle routes in the project vicinity. In addition, the educational material, as reviewed and approved by the City of Palmdale Planning Division shall describe the available methods for reducing energy consumption.

209.2 Provide mass transit accommodations such as bus turnout lanes and bus shelters if determined necessary by the City Traffic Engineer. As final plans are developed, these features should be considered.

209.3 The applicant shall contribute a pro-rata share toward acquisition and construction of: Park & Ride facility in the Avenue S/SR-14 vicinity. This shall include design and construction of one space per ten dwelling units (up to 400 total spaces). This mitigation measure shall be satisfied prior to occupancy of any 50 percent of the total dwelling units approved for the project as a whole.

209.4 Encourage the placement of dwelling units to take full advantage of solar energy for natural heating and cooling as recommended in Section 7.5.1.6 of the Specific Plan in order to reduce the use of electricity and natural gas within the project area.

209.5 The applicant shall utilize Best Available Control Technology to control volatile organic compounds and Toxic Air Contaminants as required by SCAQMD Rules and Regulations. The Best Available Control Technology Guidelines, published by SCAQMD, shall be used to assess compliance with this mitigation measure.

210 *Prior to subsequent approvals, energy conservation practices, as required by the Subdivision Map Act, Building Energy Efficiency Standards (California Energy Commission), and state and local laws, shall be incorporated into the design of the project to have the secondary effect of limiting stationary source pollutants both on and offsite. (Mitigation Measure No. 28)(B&S)(E)

211 *Projects that exceed SCAQMD threshold levels shall contribute to the Traffic mitigation programs imposed on the development in effect at such time building permits are issued for the project, and each part thereof. (Mitigation Measure No. 30)(AVAQMD)(TE)

212 All existing utilities interfering with new construction shall be relocated at the developer's expense. (E)

213 In the event of an unforeseen encounter of subsurface materials suspected to be of an archaeological or paleontological nature, all grading or excavation shall cease in the immediate area, and the find left untouched until a qualified professional archaeologist or paleontologist, whichever is appropriate, is contacted and called in to evaluate the find and make recommendations as to disposition, mitigation, and/or salvage. The applicant shall be liable for costs associated with the professional investigation. (P)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR EACH DWELLING UNIT:

214 *The applicant shall comply with the provisions of PMC Chapter 3.40 (Traffic Impact Fee Requirements). The applicant shall not be entitled to any such credits for costs reimbursed through the ELR Escrow, Improvement Fund, the Gap Road Escrow, and/or bond proceeds from the new CFD. Also, the applicant can only receive traffic impact fee credits in the amount not to exceed what the applicant pays towards this fee. The applicant shall pay the applicable traffic impact fees to the Building and Safety Division in the amount that is in effect at the time the vesting tentative map application was deemed complete ($1,877.00 per dwelling unit) plus any increases to that amount that are subsequently approved to reflect changes in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles-Riverside-Orange County Area, as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor, as set forth in Palmdale City Council Resolution No. CC 2021-057. These traffic impact fees provide the project's required pro rata contribution towards offsite roadway improvements needed to service the development. Funds generated from the traffic impact fees shall be applied toward offsite improvements Elizabeth Lake Road, Palmdale Boulevard, Avenue S, and 10th Street West/Tierra Subida Road, as approved by the City Public Works Department. (Mitigation Measure No. 75)(TE)

215 All public improvements within, and necessary to support, a block or construction phase of any final map, must be completed within 60 days from issuance of the first Certificate of Occupancy within the block or construction phase, to the

satisfaction of the City Engineer. In no case shall the total occupancy for a final map exceed 90 percent until all public improvements within the final map have been completed to the satisfaction of the City Engineer. (E)

216 Street name signs shall be purchased and installed in accordance with City of Palmdale standards. The number and location of signs shall be as directed by the City Engineer. (TE)(E)

THE FOLLOWING CONDITION(S) SHALL BE MET AS AN ON-GOING ELEMENT OF THE PROJECT:

217 The installation of speed humps/bumps shall be prohibited as specified within Palmdale Municipal Code Section 10.04.100. If any of these devices are installed while this ordinance is in effect the owner shall be required to remove these devices at their own expense. (TE)

218 All owners All owners, future owners, heirs, or assigns of the property shall be required to maintain all private drainage facilities in good working condition, as determined by the City Engineer, and shall be responsible for any damages associated with the private drainage facilities and for any costs incurred by the City for emergency maintenance, repairs, and any other efforts to keep the private drainage facilities in good working condition and/or to insure the health, safety, and welfare of the general public. The developer shall record a covenant upon the property regarding said maintenance. (E)

219 The applicant shall fully cooperate with any adjacent property development to provide improved site access in the future including, but not limited to, the closure, removal, sharing, or relocation of project parking, landscaping, driveways, and drive-aisles. (TE)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY FOR ANY PHASE:

220 The subdivision shall have been graded and constructed in accordance with all approved plans including but not limited to site plans, grading plans, wall plans, and landscape plans. (P)(E)

221 The applicant shall provide walls along the perimeter of the tract in conformance with these conditions of approval and the wall sections shown on the Vesting Tentative Tract Map and final grading wall plans. (P)(E)

222 The project shall be constructed in accordance with all the approved plans, including but not limited to site plans, grading plans, wall plans, landscape/irrigation plans, lighting plans, and elevations. (Mitigation Measure No. 57)(P)(E)

223 Slope erosion control and street trees shall be installed to the satisfaction of the City Engineer. (E)

224 All public improvements must be completed and accepted by the City. (E)

225 At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the City Engineer prior to release of final grading. The City requires that these be submitted by the field or supervising grading engineer, and/or the landscape architect. (E)

Key to Departmental Conditions:

(AVAQMD)	Antelope Valley Air Quality Management District (661-723-8070)
(B&S)	Building and Safety Division (661-267-5353)
(E)	Engineering Division (661-267-5272)
(F)	Los Angeles County Fire Department (661-949-6319)
(Pk)	Parks and Recreation Department (661-267-5611)
(P)	Planning Division (661-267-5200)
(PA)	Public Art (661-267-5686)
(PS)	Public Safety Division (661-267-5170)
(SCE)	Southern California Edison (661-726-5617)
(TE)	Traffic Engineering (661-267-5300)

EXHIBIT I

CONDITIONS OF APPROVAL FOR
VESTING TENTATIVE TRACT MAP 63145
RITTER RANCH SPECIFIC PLAN PHASE 1B

APPROVAL DATE: JANUARY 16, 2025
EFFECTIVE DATE: JANUARY 28, 2025
EXPIRATION DATE: TBD (UPON COUNCIL REVIEW)

These Conditions of Approval apply to Vesting Tentative Tract Map (VTTM) **63145** to facilitate the development and subdivision of approximately 25 acres into single family residential lots for the construction of 135 units located in Phase 1B of the Ritter Ranch Specific Plan (APN: 3206-020-017). For the purpose of these conditions, the term "applicant" shall also mean the developer, the owner, or any successor(s) in interest to the terms of this approval. For the purposes of these conditions, an * indicates that the condition is a mitigation measure.

GENERAL CONDITIONS:

1 These Conditions of Approval apply to Vesting Tentative Tract Map (TTM) 63145 and shall supersede the previous Conditions of Approval approved through Resolution PC-2016-031. (P)(E)

2 This approval shall not become effective for any purposes until any appeal period has passed and the applicant has filed at the office of the Planning Division their notarized affidavit stating that they agree to and accept all of the Conditions of Approval as approved by the Reviewing Authority as set forth in Resolution No. PC-2024-029. (P)

3 Should this project not be inaugurated during the initial approval period, an extension of time not to exceed an additional two years and as allowed by the Subdivision Map Act and Palmdale Municipal Code (PMC) for VTTM 63145 may be granted by the Review Authority. Applications for time extensions must be filed a minimum of 90 days prior to the expiration date. Requests for time extensions must be accompanied by a formal application, all required exhibits and plans, and required application fees. (P) (E)

4 This approval shall become null and void if a final map has not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. An extension of time may be granted by the Review Authority upon submittal of a formal application, required exhibits, and appropriate fees in accordance with the PMC. In granting any such time extension, the City may impose new conditions

and standards on the tentative map, pursuant to Section 66452.6(e) of the Government Code. (P)(E)

5 This Vesting Tentative Tract Map approval is subject to all applicable requirements for the State, City of Palmdale, and any other affected governmental entities, or as otherwise set forth in the Ritter Ranch Specific Plan and Environmental Impact Report prepared for the project. The duty of inquiry as to such requirements shall be upon the applicant. Where reference is made within any conditions of approval to the Ritter Ranch Specific Plan, this shall mean Specific Plan 89-02, approved by the Palmdale City Council on March 3, 1992 by adoption of Ordinance No. 964. Where reference is made to the Ritter Ranch Environmental Impact Report (EIR), this shall mean the Final EIR for the Ritter Ranch Specific Plan (90-4, SCH No. 90010124), certified by the Palmdale City Council on February 27, 1992, by adoption of Resolution No. 92-22. Where reference is made to the City Ranch Specific Plan (now Anaverde Nuevo), this shall mean Specific Plan 89-03, approved by the Palmdale City Council on April 9, 1992 by adoption of Ordinance No. 971. (P)

6 When exhibits and written Conditions of Approval are inconsistent, the written conditions shall prevail. Where the language of any condition of this approval conflicts with any mitigation measure in the Final EIR, the language contained in the EIR shall prevail. In addition, all mitigation measures required by the Ritter Ranch Specific Plan EIR shall be complied with regardless of whether the mitigation measure is or is not also listed as a Condition of Approval within Resolution No. PC-2024-029. (P)(E)

7 This Vesting Tentative Tract 63145 is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the received November 11, 2024, as modified by these Conditions of Approval. Final map(s) shall be in substantial compliance with the Tentative Map and these Conditions of Approval. (P)(E)

8 Immediately upon approval of this project by the Review Authority, the applicant shall submit to the City a cashier’s check or check, payable to the Los Angeles County Clerk in the amount of $75 for the environmental filing fee in compliance with the California Environmental Quality Act (CEQA) Guidelines. Furthermore, if the California Department of Fish and Wildlife (CDFW) determines that this project is not exempt from a filing fee imposed pursuant to Fish and Wildlife Code Section 711.4 because the project has more than a de Minimis impact on fish and wildlife, then the applicant shall also pay to CDFW any fee and any fine which the Department determines to be owed. (P)

9 As provided in Section 66498.1(b) of the Subdivision Map Act, the applicant shall comply with all requirements of the PMC, all requirements of City ordinances, resolutions, and all standards and policies that were in effect at the time that the applicant's application for a Vesting Tentative Map was deemed complete.

Furthermore, as provided in Government Code Section 66498.1(e), as amended, the City may impose conditions on subsequently required approvals and permits as authorized by the PMC, and other applicable ordinances, resolutions, engineering standards, and policies.

Pursuant to Section 66452.6(a), vested development rights conferred pursuant to Section 66498.1(b) shall last for not more than two years following recording of the final map, unless otherwise provided by law. (P)(E)

10 The applicant shall defend, indemnify, and hold harmless the City its elected and appointed officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its elected and appointed officials, officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City concerning this project, including but not limited to any approval or condition of approval of the Review Authority. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its elected and appointed officials, officers, employees, and agents in the defense of the matter. (P)

11 Pursuant to Government Code Section 66020(a), any party may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this development project. Required fees must be paid in full or arrangements must be made to pay the fee when due. Written notice of payment under protest must be filed with the City at the time of approval or conditional approval of this project or within 90 days after the date of the imposition of the fees, dedications, reservations, or other exactions imposed on this project. (P)

12 The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements in the PMC, including the requirement that a business license be obtained by all entities doing business in the City. (P)

13 The applicant shall be responsible for the ongoing maintenance and upkeep of undeveloped portions of the site, in accordance with the property maintenance

requirements as set forth in the PMC Chapter 8.36 (Regulation of Property Maintenance). (P)

14 In the event the applicant files a final map with respect to any phase or phases of the tentative map less than one year from a previous filing of a final map for the project, the applicant shall be entitled to only one automatic extension pursuant to Government Code Section 66452.6(a) for those filings. (P)

15 Except as otherwise specified in this approval, Vesting Tentative Tract Map 63145 shall be subject to the applicable provisions of Vesting Tentative Tract Map 51508-03, Planned Development 23-0002 and related Supplemental Narrative, Ritter Ranch Specific Plan Amendment 95-1, Ritter Ranch Specific Plan, Ritter Ranch EIR and Addendum to Ritter Ranch EIR. (P)

16 Off-site public improvements (streets, drainage, sewers, etc.) may be necessary to adequately serve this subdivision. If off-site public improvements are required, said improvements shall be located within public easements. This Vesting Tentative Tract Map approval is subject to the applicant's acceptance of the City requirements for the acquisition of said public easements, at the sole cost and expense of the applicant. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this Condition. (E)

17 The applicant shall participate in such on-site and off-site water service improvements or wells as may be required by the serving water purveyor. (E)

18 Coordination with utility companies by the applicant's engineer during design shall be required to ensure that required public improvements are not in conflict with existing or proposed utilities. (E)

19 Transmission or distribution lines less than 50kV and all other utility lines, existing and proposed, shall be installed underground in accordance with the PMC Chapter 12.04 (Underground Utilities). (E)

20 All plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs, shall be prepared, signed, and stamped (when required) only by those individuals legally authorized to do so. Development plans must be prepared, signed, and stamped by a California Registered Civil Engineer. (E)

21 *The applicant shall comply with all requirements of the Congestion Management Program for the County of Los Angeles and any related City of Palmdale requirements. These shall include, but are not limited to: trip reduction, deficiency plan, traffic and public transportation requirements and improvements, and impact fee requirements. Nothing in these Conditions shall be deemed to exempt

applicant from the effect (including, without limitation, payment of fees) of any Congestion Management Plan adopted by City or imposed on it by any other agency or from the effect of any ordinances adopted pursuant to or as the result of any such Congestion Management Plan, including but not limited to any provisions or requirements with respect to public transportation. To the extent that the City is permitted to exempt previously approved projects from its Congestion Management Plan, City shall exempt applicant's project. To the extent that the City is permitted to grant offsets or credits for road improvements, the park and ride facility, and/or other transportation-oriented facilities and programs being constructed or contributed to by the applicant, City shall grant applicant such offsets or credits. As used herein, an action will not be deemed to be permitted by law if City will suffer any loss of gas tax revenues or other penalty solely as the result of granting such exemption, offset, or credit. (Monitoring Program No. 77). (TE)

22 Left-turn ingress and/or egress at all access locations shall be subject to approval of the City Engineer and may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered. (TE)

23 All roadways shall be constructed to the full width required by the associated Planned Development document (CDEV 23-0002) and Ritter Ranch the Specific Plan. (TE)

24 Traffic signals and fiber optic signal interconnect systems shall be included as part of the street improvement plans for the project. (TE)

25 All facilities and improvements to be constructed with this tentative map shall be in accordance with the associated Planned Development document (CDEV 23-0002) and the approved Ritter Ranch Specific Plan and any amendments to these documents approved to date. (E)

26 *Pedestrian and other non-motorized circulation and facilities shall be provided as set forth in the associated Planned Development document (CDEV 23-0002) and the Ritter Ranch Specific Plan. Design shall be subject to the approval of the City Engineer. (Mitigation Measure No. 43) (TE)

27 *The applicant shall comply with the provisions of Chapter 3.40 (Traffic Impact Fee Requirements) of the PMC. The applicant shall pay the applicable traffic impact fees to the Building and Safety Division in the amount that is in effect at the time the vesting tentative map application was deemed complete (Mitigation Measure No. 77). (TE)

28 The applicant shall design and construct a traffic signal at the Avenue S/Westland Drive intersection, per the approval of the City Engineer prior to the completion of Phase 1B of the Ritter Ranch Specific Plan. (TE)

29 The applicant shall pay their fair share cost for the design and construction of Bridge Road from Avenue S to Elizabeth Lake Road, per the approval of the City Engineer. (TE)

30 The applicant shall prepare and submit a corridor analysis specifying the improvements as identified by the recommendations of the traffic study prepared for this development to determine fair share cost of said improvements to the satisfaction of the City Engineer. (TE)

31 The applicant shall pay their fair share of the improvements specified within the approved corridor analysis to contribute toward build-out of the following improvements subject to the timing outlined below: (TE)

31.1 Fair share payment for the design and construction of Bridge Road from Avenue S to Elizabeth Lake Road shall be remitted to the City prior to the issuance of Certificate of Occupancy for the 1,000th.

31.2 Fair share payment for two new traffic signals at the Bridge Road/City Ranch Road intersection and the Bridge Road/Avenue S intersection shall be remitted to the City prior to the issuance of Certificate of Occupancy for the 627th dwelling unit.

31.3 Fair share payment for the dedication and construction of improvements along Elizabeth Lake Road between Godde Hill Road and Bridge Road shall be remitted to the City prior to the issuance of Certificate of Occupancy for the 1,180th dwelling unit.

32 In addition to the standard Palmdale Traffic Impact Fees, the applicant shall pay their fair share (as determined by the corridor analysis) for the traffic intersection improvements identified in the approved Traffic Study for the Ritter Ranch Specific Plan that was completed by DKS in 2022 at the following three intersections impacted by the project: (TE)

32.1 Construction of a second northbound and southbound left turn lane at the intersection of Elizabeth Lake Road/Palmdale Boulevard and 10th Street West/Tierra Subida Avenue.

32.2 Construct a second northbound left turn lane on the Avenue S/State Route 14 off ramp and a second westbound receiving lane under State Route 14 and through the southbound ramp intersection.

32.3 Construct an eastbound right turn lane and second westbound through lane at the Avenue S/State Route 14 southbound ramp.

33 If any "T" intersection does not have driveways that are Americans with Disabilities (ADA) compliant opposite the approach of the third leg of the intersection, then ADA compliant ramps shall be installed. (TE)

34 *All road improvements shall be designed in accordance with City of Palmdale and Ritter Ranch Specific Plan roadway design standards as approved by the City Engineer. (Mitigation Measure No. 72) (P)(TE)

35 The applicant shall be required to complete a new Traffic Impact Analysis to the satisfaction of the City Engineer prior to entitlement of any portion of the Ritter Ranch Specific Plan outside of Phases 1A and 1B. (TE)

36 The Specific Plan identifies various meandering facilities on the street sections. Such features shall be incorporated into the roadway designs, as approved by the City Engineer and the Planning Manager. (P)(E)

37 Lots created by VTTM 63145 shall be consistent with the requirements of Section 3.0, Development Standards of the associated Planned Development document (CDEV 23-0002). (P)(E)

38 Per the Ritter Ranch Specific Plan, the applicant shall dedicate a one-acre site for a radio repeater station and an access easement to the satisfaction of the City Engineer. (P)(E)

39 The applicant shall dedicate rights-of-way and construct full street improvements for those portions of Avenue S, identified as Ritter Ranch Road in the Ritter Ranch Specific Plan, located within the area covered by the Specific Plan. Construction of Avenue S shall be completed no later than such time as Level of Service D will be reached at any one of the following key intersections on Elizabeth Lake Road: Bridge Road, 25th Street West, or 20th Street West. (E)

40 The applicant shall install all drainage improvements within the subdivision not installed by CFD 93-1, as applicable. (E)

41 Pedestrian access easements shall be shown on the Vesting Tentative Tract Map. (P)

42 Parcels with less than 150 feet of frontage shall provide joint access subject to the approval of the City Engineer. (TE)

43 Intersection sight distance and stopping sight distance shall be shown to meet the required standards both horizontally and vertically at all vehicular ingress/egress locations including consideration for walls, landscaping, grading, vegetation, and any other items that would block the required sight for safe travel. (TE)

44 The applicant shall provide a complete set of street improvement plans for review and comment to utility providers including but not limited to the following: (E)

44.1 Water District

44.2 Southern California Edison

44.3 Southern California Gas Company

44.4 AT&T

44.5 Cable TV

45 Portions of the proposed project are in a Special Flood Hazard Area A as defined by the Federal Emergency Management Agency on its Flood Insurance Rate Map. Information is shown on Community Panel Number 6037C0654F, dated September 26, 2008. Proper certification, as defined in the City's Floodplain Management Ordinance, shall be provided to the City Engineer stating that the structures will be free from the FEMA 100-Year Flood and the Los Angeles County 50-Year Capital Storm prior to certification of occupancy. Applicant shall also initiate a Letter of Map Revision for the development using the criteria established by FEMA and the City Engineer. (E)

46 All conditions of approval for Vesting Tentative Tract Map 51508-03 shall be considered by reference, Conditions of Approval for Vesting Tentative Tract Map 63145. (P)(E)(TE)

47 The applicant shall be responsible for all roadway, lighting, traffic control, and other improvements related to the roadways identified on the map. This shall include design and construction of improvements. All such improvements shall be subject to the approval of the City Engineer. Upon acceptance of improvements by the City, the City shall operate the facilities. (E)

48 The applicant shall use best efforts in cooperating with any adjacent property development in order to provide improved site access in the future. (TE)

49 Traffic signals and fiber optic interconnect systems shall be submitted separate of the street improvement plans for the project. (TE)(E)

50 The applicant shall provide public transit shelters and/or benches at locations to be determined upon provision of public transit service to the area. (TE)

51 *Trails within the natural open space areas shall prohibit the recreational use of four-wheel and three-wheel vehicles, motorized dirt bikes, and motor cross bicycles. Special gates and barriers shall be installed and maintained at trail access points to ensure that recreational vehicle access is prohibited. (Mitigation Measure No. 43) (TE)(E)

52 *The applicant shall post signs along trail systems which designated trail boundaries for recreational uses, in order to minimize incidental disruption to open space, vegetation, and wildlife. (Mitigation Measure No. 44) (TE)(E)

53 A Site Plan depicting Neighborhood Recreation Areas #4 and #5 shall be submitted for review and approval by the Review Authority through submittal of a formal application, required exhibits, and appropriate fees in accordance with the PMC and Ritter Ranch Specific Plan. Said Site Plan shall be submitted concurrently with the submittal of the first Subdivision Development Application within the appropriate phase of VTTM 63145. (P)

54 All Conditions of Approval for Vesting Tentative Tract Map 51508-03, shall be considered, by reference, Conditions of Approval for all subsequent development approvals on this site, including, but not limited to, “B” Map subdivisions and site plan reviews. Comments and conditions regarding the “A” Map shall not be considered in any manner to limit potential comments and/or conditions which may be related to specific tract maps, site plan reviews, or other proposals in the future. (P)(TE)(E)

55 Prior to issuance of a Certificate of Occupancy for the 251st dwelling unit within the Ritter Ranch Specific Plan, the applicant shall provide two new vehicles to the Los Angeles County Fire Department. (P)(F)

56 The applicant shall commence construction of Community Park 5T concurrent with the issuance of a building permit for the 1,000th residential unit in Planning Area 5. (P)(Pk)

57 Lots that have any portion of the building within the five-foot side setback shall have drainage piped to the front of the lot. No swales to convey drainage shall be allowed within a setback that is less than five feet at any point. (P)

58 The applicant shall construct such bikeways and equestrian and hiking trails as shall be called for in the Ritter Ranch Specific Plan and associated Planned Development document prior to or in conjunction with the development of the Planning Area in which they are to be located and/or prior to dedication with respect to open space areas. The applicant shall provide plans consistent with the approved Preliminary Trails Plan and typical cross sections, dated May 18, 1993, for review and approval to the Planning Division. Said recreational/circulation improvements shall be in conformance with those indicated on the exhibits shown in the Ritter Ranch Specific Plan and associated Planned Development document in accordance with the following: (P)(E)

58.1 Applicant shall construct on the open space areas all hiking, bicycle, and equestrian trails and assembly areas (trail heads), together with parking supporting such facilities and abutting streets, including curbs, gutter, walkways, bikeways, street lighting, and together with civil improvements, as may be required by the Ritter Ranch Specific Plan, associated Planned Development document and the City Engineer, such construction shall be in accordance with plans and specifications submitted to and approved by City. All such improvements shall be completed, or security satisfactory to the City posted to assure such completion, prior to dedication.

59 The applicant shall construct such bikeways and equestrian and hiking trails as shall be called for in the Ritter Ranch Specific Plan and associated Planned Development document prior to or in conjunction with the development of the Planning Area in which they are to be located in accordance with the Ritter Ranch Specific Plan and associated Planned Development document or as otherwise provided herein, such construction shall include lighting along pedestrian trails located within urban areas to provide adequate public safety as determined to be appropriate by the City Engineer, as required by the EIR.

60 *Flood control improvements shall utilize natural channels and/or be composed of natural materials with interspersed vegetation to maintain existing aesthetic qualities, where feasible, without jeopardizing the adequacy of flood control. (Mitigation Measure No. 62) (P)(E)

61 Adequate emergency access and circulation throughout and around the project shall be provided to the satisfaction of the Los Angeles County Sheriff's Department and Los Angeles County Fire Department. Temporary emergency access shall be provided during project construction. (E)(F)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE STAMPING OF THE TENTATIVE MAP FOR CONDITION COMPLIANCE:

62 The applicant shall submit a revised tentative map showing condition compliance along with required fee(s) for plan check review to the Planning Division. Lot sizes for individual lots shall be indicated and all lots shall meet or exceed the minimum lot size and required lot dimensions contained in in the Ritter Ranch Specific Plan and/or Planned Development (CDEV 23-0002). Portions of lots included within the Landscape Maintenance Assessment District/Community Facility Districts shall not be utilized in determining compliance with the minimum lot area standards. (P)

63 The location and method of operation of any vehicle restricting gates shall be subject to the approval of the Los Angeles County Fire Department and the City Engineer; a portion of the guest spaces shall be accessible without passing through a security entrance, and residents shall not be required to pay additional costs to receive devices to open a security gate. (TE)(F)

64 Right-of-way and street construction shall include the provision of a bus turnout for Avenue S, Anaverde Road, and Ritter Ranch Road. Design shall be subject to the approval of the City Engineer. (TE)

65 Appropriate right-of-way for right-turn lanes shall be provided at the following locations: northbound Westland Drive at M Street, northbound Westland Drive at J Street, and southbound Westland Drive at G Street at Parkview Drive. These turn lanes should be designed with 100 feet of storage followed by a 120-foot taper. Design shall be subject to the approval of the City Engineer. (TE)

66 Consistent, compatible wall themes shall be required for tracts adjacent to and across from one another in compliance with the Ritter Ranch Specific Plan and CDEV 23-0002. (P)

67 Some variation in wall height and design shall be allowed at project entries for future builders. Any change to the approved wall plans shall be processed reviewed and approved by the Planning Manager. (P)

68 The applicant shall submit a noise study evaluating the impact from arterial streets on adjacent residential uses. The noise study shall comply with current City of Palmdale Guidelines for Noise Studies. (P)

69 The applicant shall complete full street improvements along Elizabeth Lake Road (ELR) from 25th Street West to the western limits of ELR phase I improvements, as outlined on approved street plans ST 05-72. Improvements shall consist of pavement widening, curb & gutter, landscaped median, sidewalk, street lights, bike lanes, and equestrian/multi-purpose trails as listed in the Ritter Ranch Specific Plan. The applicant shall enter into an agreement and Faithful Performance bond for the remaining roadway improvements. (TE)

THE FOLLOWING CONDITIONS SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

Subdivision Landscaping Requirements

70 A 10-foot landscape easement shall be shown along Ritter Ranch Road (Avenue S) and five-foot landscape easement along Westland Drive and Parkview Drive. Said easement shall be in addition to any landscaping within the public right-of-way. Such easements shall be processed as a private easement for landscaping purposes reserved for the master Homeowners Association entity. (P)(E)

71 The landscape plans shall comply with all provisions of PMC Chapter 14.05 (Water Efficient Landscape and City Landscaping Standards). (E)

72 The applicant shall submit landscape and irrigation plans for all project landscaping improvements to the Engineering Division for review and approval, through the Accela Citizen Access Portal. The applicant is responsible to pay all plan review fees for the improvements reflected on the landscape plans prior to the plans being reviewed. All landscape permit and inspection fees shall be paid prior to the issuance of a landscape permit. These plans shall include, but not be limited to, the following items: (P)(E)(PS)

72.1 Trees in the parkways shall not exceed a spacing approved by the City Engineer for the species proposed.

72.2 Where trees are incorporated into the landscape design of common or open areas, all trees shall be a minimum one-inch caliper in a 15-gallon or larger container size. Fifty percent of the trees shall be a minimum two-inch caliper in a 24-inch box size or larger container. Twenty percent of the trees shall be a minimum two-and-a-half-inch caliper in a 36-inch box size or larger container. The trunk caliper shall be measured four and a half feet above the root crown. Any Washingtonia spp. or similar palm trees proposed shall have a minimum of 12 feet of brown trunk height.

72.3 All shrubs shall be a minimum five-gallon size. If one-gallon plants are proposed to be used as a ground cover (i.e., with drip irrigation), such planting shall be supplemented with additional five-gallon plant material to provide variation in texture and height.

72.4 All plant material shall be indicated on the landscape plans with symbols that are 75 percent of the diameter of the mature size of the plant. When determining mature plant size, the lower end of the size range shall be used (for example, if a plant is indicated to have a mature size of six to -ten feet,

a six-foot diameter shall be used when graphically indicating the plant material on the plan).

72.5 Differences in planting areas or landscaping ground cover materials shall be separated by approved landscape edging or concrete mow strips.

72.6 All slopes steeper than 3:1 shall be landscaped for erosion control per the Engineering Design Standards.

72.7 Backflow devices shall be screened with a solid Le Meur cover or equivalent and landscaping.

72.8 All plant material sizes and calipers shall conform to the American Standard for Nursery Stock, ANSI (Z60.1) 2014.

72.9 *The applicant shall follow the Thematic Landscape Standards for approved tree types, as outlined within the Planned Development 23-002, and be consistent with the Specific Plan in order to maintain a cohesive theme across the project site, and in order to reduce aesthetic impacts of structures to adjacent roadways and residential properties. (Mitigation Measure No. 59) (P)(E)

72.10 Tree areas shall be planted a minimum of five feet from walls, walkways, or buildings. To protect the hardscape and encourage deep root development, root barriers shall be installed during planting operations.

72.11 Landscaping located within the vehicle sight distance triangle shall be designed and maintained in a manner that does not block the view at driveways and adjacent intersections. Landscaping shall not exceed three feet in height within the sight distance triangle.

72.12 *Disturbed and landscaped areas shall be replanted with native vegetation with the existing native vegetation appropriate to the site, which will blend in with existing species. (Mitigation Measure No. 63)

72.13 *Slopes at the edge of the development shall be revegetated with low combustible plant material as approved by the City Engineer. (Mitigation Measure No. 45)

73 Slope erosion control and street trees shall be installed to the satisfaction of the City Engineer. (E)

74 The developer or builder shall provide full front yard and street side yard landscaping as approved by the City Engineer. (P)(E)

75 *If western Joshua trees (*Yucca Brevifolia*) are present on the site and impacted by the proposed project, the applicant shall comply with all Joshua Tree requirements as required by CDFW. (P)

76 *To the extent feasible, removal of existing native trees and vegetation shall be minimized during project construction and grading, particularly within existing natural channels (this can be accomplished by staking sensitive habitat at the limits of grading to avoid incidental disruption). The project grading plan shall clearly indicate permit limits and areas to remain. (Mitigation Measure No. 65) (P)

Project Grading/Wall/Fences Requirements

77 The applicant shall enter into a Subdivision Improvement Agreement and post securities for grading operations with the City and pay all applicable fees. Grading activities extending beyond phase boundaries shall require prior approval of the City Engineer and the Planning Manager. Such grading activity shall be reflected in the subdivision improvement agreement of the phase which request such grading. (E)

78 The right to restrict access shall be dedicated along all lots abutting the following streets: Parkview Drive, Westland Drive, and Ritter Ranch Road. (TE)

79 The applicant shall submit a current Title Report for the subject property, dated within six months of the date for civil plan submittal. This submittal shall include a declaration of all easements of record and copies of all easements/declaration instruments referenced within the report. (E)

80 Grading and wall plans shall be submitted for review and approval to the Engineering Division. Approval by both the City Engineer and the Planning Manager shall be obtained prior to the issuance of a Grading Permit. Perimeter walls shall be consistent with the design and materials of any previously approved adjacent perimeter wall to provide continuity of the streetscape and shall be in compliance with the Ritter Ranch Specific Plan and associated Planned Development document (CDEV 23-0002). Final grading and wall concepts shall be in substantial conformance with those shown on the tentative map, conceptual grading plan, and in accordance with the following: (P)(E)

80.1 Northerly Boundary – The applicant shall provide a maximum seven-foot-high masonry wall with stucco finish along Lots 244 & 136-137 and a

maximum seven-foot-high masonry wall with stucco finish along with pedestrian connectors for Lots 6 & 7, 36 & 37, 40 & 41, and 53 & 54.

80.2 Southerly Boundary – The applicant shall provide a maximum seven-foot-high masonry wall with stucco finish as per the noise study for Lots 115-129 and Lot 246 and a maximum seven-foot-high masonry wall with stucco finish and pedestrian connectors per the noise study prepared for the development for Lots 169 & 170 and 181 & 182.

80.3 Easterly Boundary – The applicant shall provide a maximum seven-foot high masonry wall with stucco finish.

80.4 Westerly Boundary – The applicant shall provide a maximum seven-foot high masonry wall with a stucco finish or maximum seven-foot high pilaster/tubular steel view fence along Lots 1-6 and Lots 129-135.

80.5 All corner lots shall contain a decorative masonry block wall on the street side of the lot.

80.6 All interior property line walls, if proposed, shall be constructed of masonry, wrought iron, durable vinyl, or other similar durable materials as approved by the Planning Manager.

80.7 Proposed retaining walls or engineered free standing walls shall be submitted to Building and Safety Division for review and approval. Said wall types shall require a building permit prior to construction.

81 In all cases where a required wall is to be located adjacent to the top of a 2:1 or greater slope, the wall shall be set back a minimum two and one-half feet from the crest of that slope on the level side. All slope and wall configurations shall meet the setback requirements of the City Building Code. (P)(E)(B&S)

82 The exterior face and footings of all project perimeter walls shall be located no more than two inches from the property line on the subject property except where appropriate off-site easements have been obtained. (P)(E)

83 Double boundary walls between developments are prohibited except as approved by the Planning Manager and City Engineer. (P)(E)

84 *The project shall follow the grading plans approved by the City and avoid disturbance of adjacent areas where possible. (Mitigation Measure No. 64) (E)

85 The final grading plan shall indicate that all rear and interior side yard slopes are up slopes to property lines as indicated on the tentative map. (P)(E)

86 The applicant shall incorporate into the project design all existing easements within the project boundaries or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the Planning Manager, City Engineer, or the Review Authority. (P)(E)

87 All manufactured slopes on or adjacent to project boundaries shall meet the setback requirements of the current City Building Code. A recorded off-site Slope Acceptance Letter from all affected property owners shall be submitted to the City Engineer prior to approval of grading plans for any off-site slope not meeting these requirements. In addition, all slopes are required to meet City Standards with respect to erosion control and in accordance with the following requirements: (E)

87.1 The applicant shall install all landscaping in rights-of-way, landscape easements areas, in parks, in residential common areas and open spaces, and on slopes, pursuant to the provisions of the associated Planned Development document (CDEV 23-0002);

87.2 All slopes accessible from a public right-of-way shall be privately maintained until transferred to a private Homeowners Association entity; and,

The City, through a special district formed by the City, may elect to accept landscape maintenance responsibility for certain privately owned slopes abutting major arterials. Upon such election, the developer shall dedicate or cause to be dedicated to permit access to carry out such maintenance. The developer shall warrant all such landscaping for a period of one year after the completion of the installation thereof.

88 The applicant shall submit a temporary erosion control and sedimentation plan for approval by the City Engineer prior to grading plan approval and grading permit issuance when grading activity will occur between October 1st and April 15th. Said erosion control plan shall provide appropriate dust control measures per City and Antelope Valley Air Quality Management District (AVAQMD) Standards to minimize nuisance from dust at all times. (E)

88.1 The applicant shall submit a dust control plan to AVAQMD for review and shall obtain clearance from said agency prior to issuance of a City grading permit. The applicant shall provide proof of compliance with all AVAQMD requirements and applicable fees.

89 *From the beginning of the first ground disturbing activity until the use has been released for occupancy, the following are required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (October 15 - April 15); 2) provide appropriate dust control measures, per City and AVAQMD Standards, to minimize nuisance from dust at all times. Said erosion control and dust control plans shall be in conformance with Mitigation Measures identified within the Ritter Ranch EIR. (E)(B&S)

90 This project shall be designed and constructed in accordance with the stormwater pollution control requirements of the Lahontan Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Lahontan Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements. The applicant shall submit a copy of the Stormwater Pollution Prevention Plan (SWPPP) to the City Engineer. (E)

91 A drainage acceptance letter from each affected property owner shall be submitted to the City Engineer when the pre-developed storm runoff onto any adjacent property is increased, concentrated, diverted, or changed in any form as required by State law. (E)

92 A final hydrology study and hydraulics report shall be prepared for this project and approved by the City Engineer. The hydrology study and hydraulics report shall address on-site and off-site conditions and impacts, based on the City of Palmdale adopted Storm Water Management Policy. Any required construction of drainage facilities, including bio-basins and the improvement of Anaverde Creek channel diversions, identified within the approved study/report shall be deemed a condition of approval improvement for this project. (E)

93 Based on the findings of the final hydrology and hydraulics report, the applicant shall be responsible, at their own expense, for any and all improvements imposed on the project by the Engineering Department to the satisfaction of the City Engineer. (E)

94 All nuisance water generated from this development shall be mitigated on-site in accordance with City's Design Standards requirements. (E)

95 Final landscape and irrigation plans, including those areas designated to be installed by individual tract builders, shall be submitted to the City Engineer for review and approval. Said plans shall include, but not limited to, right-of-way landscaping, landscape easement landscaping, erosion control and revegetation

landscaping, street tree, slope erosion control plans, and hiking, bicycling and trails within, and out of, the right-of-way as determined necessary by the City Engineer. Such plans shall be approved prior to approval of the grading plans for the subject property. One copy of the approved plans shall be submitted to the Planning Department. (P)(E)

96 The applicant shall submit for review and approval by the City Engineer, landscaping and irrigation system plans for the areas included in the Landscape Maintenance Assessment District. (E)

97 Provisions shall be made within the project to utilize recycled water to the extent that such provision is found to be in accordance with the Antelope Valley Recycled Water Master Plan and any City standard/ordinance enacted to facilitate its use. (E)

98 *This subdivision shall be designed in accordance with the City's Floodplain Management Ordinance, Master Plan of Drainage, and related criteria within the Engineering Design Standards for controlling and debris flows within and adjacent to Anaverde Creek, and other existing natural drainage courses. (Mitigation Measure No. 11) (E)

98.1 All drainage facilities shall be designed to be compatible with Master Plan of Drainage facilities. Applicant shall provide system piping to allow for the future elimination of the drainage basin.

98.2 Reimbursement for drainage facilities shall only be considered for the applicant's dedication and construction of those facilities depicted on the City's Master Plan of Drainage in accordance with Section 66486 of the Government Code.

99 Dry wells and/or bio-basin shall be required for this project to dispose of on-site nuisance water in accordance with the approved drainage plan. No nuisance water generated from this development shall be allowed outside the boundaries of this development unless authorized by the City Engineer. Appropriate measures shall be taken to protect dry wells and/or bio-basins from silt during grading operations and any off-site flow from undeveloped areas designed to flow through subdivision. (E)

100 *The applicant shall submit geotechnical reports, prepared in accordance with the City's Engineering Design Standards, to the City Engineer for review and approval prior to the approval of a grading permit. Said report shall include recommended design, construction, and maintenance of mitigation measures to reduce potential geologic constraints, to the satisfaction of the City Engineer. At minimum, the

report shall address slope stability, locations and setbacks for active/potentially active faults, excavation requirements for unsuitable surficial material, liquefaction potential and groundwater/seepage conditions. All future discretionary approvals must comply with the applicable recommendations set forth in the required investigation. Typical mitigation for geologic hazards includes excavation and/or stabilization (buttress/retaining walls) of landslides and excavation of undesirable materials (such as those subject to settlement, hydroconsolidation, expansion or liquefaction) and re-compaction, if necessary, with suitable material. Recommendations from the report shall be incorporated into final grading plans. (Mitigation Measure No. 1) (E)

112 *Grading shall be designated “Engineering Grading” per City Building Code and shall be done in accordance with an approved grading plan. All grading work shall be performed in one continuous operation, or in phases as approved by the Planning Manager and the City Engineer. (Mitigation Measure No. 2) (E)

113 A sanitary sewer-area study for this project shall be prepared and submitted to the City Engineer for review and approval. A public sanitary sewer system is to be dedicated to the City, with private laterals to each lot. The system shall be designed and installed as the only method of sewage disposal for this subdivision. Coordination and clearance must be obtained from Los Angeles County Sanitation District prior to issuance of a sewer permit. (E)

114 The applicant shall obtain sufficient off-site sewer easements and design and construct an off-site outfall sewer with supplemental size, capacity, and length as required by the City Engineer. The City Engineer shall have the right to withhold approval of any affected improvement plans for failure to satisfy this condition. Said off-site outfall sewer system shall be constructed and operational prior to first issuance of occupancy release. (E)

115 The applicant shall design and construct a sewer by-pass system, redirecting flows from the temporary sewer lift station to a gravity flow off-site outfall sewer system. (E)

116 *The applicant shall demonstrate to the satisfaction of the City Director of Planning and Engineer that all feasible mitigation measures have been implemented to minimize grading impacts. The Applicant may be required to submit complete geotechnical studies and/or reports to the satisfaction of the City Engineer. Consideration shall be given to use of “stepped” play fields for the school and park sites, particularly where a relatively level surface across the entire facility would require significant grading. (Mitigation Measure No. 16) (E)

117 *The applicant shall implement applicable mitigation measures as set forth in EIR Addendum Mitigation Measure Nos. 1-20a and as stated in EIR Addendum Appendix 7, Geotechnical Update Report. (P)

118 *To effectively mitigate anticipated and potential pollutants that may be generated from the development, the applicant shall prepare a Water Quality Management Plan and shall provide a storm water/drainage treatment system in the form of a bio vegetated swale placed in two locations within the project site: one to treat the southern nuisance flow and one to treat the northern nuisance flow as noted in the Nuisance Run Off Assessment Study. (E)

119 The applicant shall submit geotechnical reports, prepared in accordance with the City's Engineering Design Standards, to the City Engineer for review and approval prior to the issuance of a grading permit. (E)

120 The applicant shall comply with all provisions of Municipal Code Chapter 14.04, Joshua Tree and Native Vegetation Preservation and the Desert Vegetation Preservation Plan prepared for Vesting Tract Map 51508-RR. (P)(E)

121 *A site-specific biological study shall be prepared and submitted, and shall address setbacks or other alternatives identified to reduce impacts to raptor nesting sites and other biological resources as listed in Section IV.D, Table 11, PREFERRED DEVELOPMENT ENVELOPE SETBACK DISTANCES. However actual setbacks for each resource may vary less or more than the recommended distance as determined by a site-specific biological report, reviewed and approved by the Planning Manager. Setbacks less than the recommended distance may constitute a locally significant impact. (Monitoring Program No. 37) (P)

122 *Where possible, development of residential or commercial structures within the Specific Plan area should be designed to avoid displacement or destruction of Joshua Tree habitat. Areas adjacent to the woodland should have a 50-foot setback from the Joshua Tree plants unless a shorter distance is identified in a site-specific biological report. Within that setback, native plant cover should be restored to natural habitat values to serve as a buffer if such plant cover is not present. (P)

123 *Prior to issuance of grading permits for each area of the Ritter Ranch Specific Plan, the project archaeologist shall formulate and carry out an Archaeological Monitoring Program for that particular area. The Archaeological Monitoring Program as approved by the Planning Manager shall include, but not be limited to measures identified in EIR 90-4, the RMW Paleo Associates report dated December 26, 1990, and the 1991 LSA Phase II Archaeology Report dated June 14, 1991. (Monitoring Program No. 79) (P)

124 *Prior to Development Application approval, portions of the site shall be designated for restoration, enhancement or expansion of wetland habitat. Portions to be designated will be subject to Planning Manager approval but, at a minimum, the proposal shall equate to a 1:1 replacement of impacted wetlands. A Wetlands Restoration Plan, indicating specific guidelines, designation of areas suitable for mitigation, and an explanation of methods which will assure permanent preservation, shall be submitted for review and approval by the City of Palmdale, CDFW and U.S. Army Corps of Engineers. Said plan shall be consistent with restoration required for the Amargosa Creek Improvement Project. (Monitoring Program No. 40) (P)

125 *Prior to issuing the Grading Permit, the following additional work shall be performed by a qualified archeologist, retained by the Developer, and approved by the Planning Director. Because the introduction of residents into the area will result in the degradation of these archeological sites, the required testing specified below and preparation of the subregional report shall be completed, and reviewed and approved by the Planning Director, prior to recordation of the first parcel map or tract map prepared for the project (Monitoring Program No 79a). (P)

125.1 Lan-947: There is an additional petroglyph boulder that needs to be recorded. Since the site cannot be preserved in place as the project is currently designed, test units shall be excavated to determine whether subsurface deposits are present. If any are encountered, data recovery shall be conducted.

125.2 Those sites, which contained surface artifacts but were only auger tested shall be tested with at least one standard test unit per site. The testing program shall be submitted to the City Planning Department for review and approval prior to commencement.

125.3 In addition, untested cupule sites and hunting blinds shall also be tested in this manner.

125.4 Any additional testing shall be required as a mitigation measure for the development application.

125.5 A subregional analysis shall be prepared to provide a basis for significance determinations. It shall include a research design that would set standards for future work in the Ana Verde/Sierra Pelona subregion.

125.6 Cupule boulders, which have to be relocated, must be done under the direction of a qualified archeologist who will give careful attention to orientation of the boulders. The boulders shall be moved prior to site

disturbance in their immediate vicinity to a location approved by the Planning Director. Since context will be lost, some shall be relocated in an interpretive center where they can be used for educational purposes. Representative artifacts could be worked into some sort of display for an interpretive center as well.

126 *Required research salvaging and/or protection of known sites shall occur prior to approval of a grading permit within the affected area of resources (to the extent feasible/ sites shall be protected in place). This includes, but is not limited to the following: 767, 917, 1247, 1281, RR-28H, RR-33, RR-39, and RR-40. (Monitoring Program No. 80) (P)

127 *Areas to be disturbed by grading shall be reexamined for cultural resources following removal of the vegetation cover and during initial grading stages. If cultural resource sites are exposed by this activity, they shall be subjected to appropriate test excavation and salvaging/protection effort. (Monitoring Program No. 82) (P) (E)

128 *Prior to issuance of grading permits for each area of the Ritter Ranch Specific Plan, a qualified paleontologist shall be retained at the expense of the developer to formulate and carry out a Paleontological Monitoring Program for that particular area. The Paleontological Monitoring Program approved by the Planning Director shall include, but not be limited to, measures identified in the Ritter Ranch FEIR. (Monitoring Program No.84) (P) (E)

129 *Prior to issuance of grading permits for each area of the Ritter Ranch Specific Plan and until completion of each planning area proposed for development, the applicant shall retain a qualified paleontologist approved by the City to monitor and, if necessary, salvage scientifically significant fossil remains. (Monitoring Program No.85) (P) (E)

130 *The paleontologist shall have the power to temporarily divert or direct grading efforts to allow evaluation and, if necessary, salvage of exposed fossils. (Monitoring Program No.86) (P) (E)

131 *If substantive discoveries are made, the matrix samples for microvertebrates shall be submitted for processing and identification at a facility such as the Los Angeles County Museum of Natural History. (Monitoring Program No.87) (P) (E)

132 *Paleontological monitoring efforts shall be based on the sensitivity of the geological units being excavated, the number of equipment in operation at one time, and the amount of material (in cubic yards) being moved. (Monitoring Program No.88) (P)

132.1 Geological units of “high” sensitivity shall be monitored on a full-time basis. If more than one piece of heavy equipment is being run simultaneously and/or more than 25,000 cubic yards of earth is to be graded per day, then additional monitors will be needed.

132.2 Geological units of “low” sensitivity require monitoring at least once every five days of grading activity. If significant fossils are recovered during grading, then a change in palaeontologic sensitivity would be warranted, and full-time monitoring could be needed.

132.3 Geologic units of “no” palaeontologic sensitivity will not require monitoring.

133 *Matrix samples for microvertabrate screening shall be collected and processed during monitoring. If microvertebrates are present, up to 6,000 pounds of matrix will need to be sampled. This material can be placed to one side of the active grading so as not to delay the project. Screening may be done on-site. (Monitoring Program No. 89) (P)

134 *All fossils collected need to be prepared to the point of identification. These remains should be donated to an institution with an educational and/or research interest in the materials and a retrievable storage system, such as the Los Angeles County Museum of Natural History. This shall occur within one year of individual project completion. (Monitoring Program No. 90) (P)

135 *The applicant shall participate in any work and the current archaeologist shall provide additional recovery or action as required under Mitigation Monitoring Program No. 79(a). (P)

136 *Required research salvaging and/or protection of known sites shall occur prior to approval of a grading permit within the affected area of resources. To the extent feasible, sites shall be protected in place. (Monitoring Program No. 80) (P)

137 *Due to possible adverse geologic conditions in the bedrock areas associated with bedding plane potential landslides, especially in the Pelona Schist areas in the central and southern portions of the Specific Plan site, detailed site-specific analysis relative to slope stability shall be performed for all proposed cut slopes prior to issuance of a grading permit. Grading permit issuance will be subject to the grading plan demonstrating compliance with the applicable recommended slope stability measures. (Monitoring Program No. 13) (P)

138 *To prevent erosion and subsequent downstream siltation, the applicant shall comply with the conditions of an Erosion and Sedimentation Control Plan to be submitted for review by the Antelope Valley Resource Conservation District, and

review and approval by the City of Palmdale. The Plan shall address the following, at minimum: (Monitoring Program No. 8) (P)

138.1 Recommendations for drought resistant slope planting shall be provided by a qualified landscape architect prior to project approval and implemented by the project applicant.

138.2 Periodic maintenance and repair of all slopes and drainage outlets shall be conducted during site development.

138.3 Following site development, slope plantings and irrigation systems shall be maintained and leaks in the irrigation system shall be fixed without delay.

138.4 Drainage outlets shall be periodically inspected and cleaned of silt and debris both during and following site development.

138.5 All slopes shall be periodically inspected for evidence of cracking and erosion and any problems shall be repaired immediately.

138.6 Rodent activity shall be controlled to prevent water penetration and loosening of the soil.

138.7 Minimize the length of time that soils lie exposed.

138.8 Regular watering of cleared areas, in compliance with City requirements and SCAQMD Rule 403 or AVAQMD equivalent standard.

138.9 Minimize the extent of cleared areas at any given time.

138.10 Establishment of maximum vehicle speeds within construction areas.

138.11 Pursuant to City Standards, graded areas shall be revegetated as soon as possible after rough grading through the use of landscaping, hydroseeding, or any other method of providing vegetative cover.

138.12 Use of sandbags or similar surface water controls prior to and during grading if grading is to be done during the rainy season.

138.13 Use of soil stabilizers where feasible.

139 *The applicant shall submit a water quality control plan for review and approval by the City Engineer and the Planning Manager, prior to issuance of grading permits.

This plan shall be submitted to the Regional Water Quality Control Board for their review and comment. The plan shall indicate specific means of reducing urban pollutants and sedimentation and shall comply with the provisions of any National Pollution Discharge Elimination System permit requirements that may be required by other regulatory agencies including, but not limited to, the following: (Monitoring Program No. 36) (P)(E)

139.1 Incorporation of measures identified in the required Erosion Control Plan.

139.2 Surplus or waste material from construction shall not be placed in drainage ways or within the 50-year Los Angeles County Capital Storm floodplain of surface waters.

139.3 All loose piles of soil, silt, clay, sand, debris, or other earthen materials shall be protected in a reasonable manner to eliminate any discharge to waters of the State.

139.4 Dewatering shall be done in a manner so as to eliminate the discharge of earthen material from the site.

139.5 All disturbed areas shall be stabilized by appropriate soil stabilization measures by October 15th of each year.

139.6 All work performed between October 15th and May 1st of each year shall be conducted in such a manner that the project can be winterized within 48 hours.

139.7 All non-construction areas shall be restricted by fencing, signage or other means to prevent unnecessary disturbance.

139.8 During construction, temporary gravel or sandbag dikes shall be used as necessary to prevent discharge of earthen materials from the site during periods of precipitation or runoff.

139.9 Stabilizing agents such as straw, wood chips and/or hydroseeding shall be used during the interim period after grading in order to strengthen slopes while ground cover takes hold in accordance with the City's Engineering Design Standards.

139.10 Impervious areas shall be constructed with infiltration trenches along the downhill edges to dispose of all drainage emanating from them.

139.11 Infiltration trenches shall be constructed on the downgradient side of all structural drip lines.

139.12 Revegetated areas shall be continually maintained in order to assure adequate growth and root development.

139.13 Physical erosion control facilities shall be placed on a routine maintenance and inspection program to provide continued erosion control integrity.

139.14 Where construction activities involve the crossing and/or alteration of a stream channel, such activities should occur only after obtaining a 404 Permit (Army Corps of Engineers) and a 1601/1603 Agreement (California Department of Fish and Game), as necessary.

139.15 Routine cleaning of manholes and catch basins shall be performed to remove sediment and debris.

139.16 Control of washdown drainage from commercial uses shall be enforced in accordance with all waste discharge regulations and/or provisions.

139.17 Information reviewed and approved by the City Attorney, regarding the disposal of waste oil/grease, pesticide containers and other hazardous materials shall be provided to new businesses and homeowners at the time of occupancy.

139.18 Controlled use of pesticides and fertilizers within common areas including the golf course shall be enforced through provisions in the Landscape Plan, including frequency and type of fertilizers/pesticides to be used, and application by qualified persons. For the golf course (which would drain into a proposed wetland mitigation area), special consideration should be given to use of slow release and broad spectrum insecticides, and the suppression of mosquito populations using bacterial insecticides or light oils instead of chemical agents.

140 *To the extent feasible, removal of existing native trees and vegetation shall be minimized during project construction and grading, particularly within existing natural channels. This can be accomplished by staking sensitive habitat at the limits of grading to avoid incidental disruption. The project grading plan shall clearly indicate permit limits and areas to remain. (Monitoring Program No. 65) (P)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH RECORDATION OF THE FINAL MAP OR ANY PHASE THEREOF:

141 The applicant shall petition the City to form a Landscape Maintenance Assessment District for the maintenance of landscaping and appurtenant facilities. Such district shall be formed concurrently with, or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the formation of the Landscape Maintenance Assessment District, the Developer shall propose an alternative maintenance entity and shall be responsible for the maintenance of the landscaping and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the formation of an alternative maintenance entity shall be paid by the Developer. (E)

142 Provisions for potential bus turnouts shall be provided on the far side (unless otherwise approved) of the intersection for the following locations. Actual dates of construction may be deferred until bus service is provided. Bus turnout areas should be constructed of Portland cement concrete, as possible. (TE)

142.1 Eastbound Elizabeth Lake Road at Ranch Center Drive. Provisions of this stop may be included in plans for Elizabeth Lake Road and/or upon approval of development plans for the land use at the southeast corner of the intersection.

142.2 Southbound Ranch Center Drive at Elizabeth Lake Road (nearside stop) and northbound Ranch Center Drive at Elizabeth Lake Road. Provision of these stops may be included upon approval of development plans for the land use at the southeast corner of the intersection.

142.3 Each direction at City Ranch Road/Ranch Center Drive. The stop west of the intersection may be accommodated within the right-of-way for City Ranch Road and/or through dedication of additional right-of-way from the open space area. The stop east of the intersection may be accommodated in the design of the landscaped area. The location north of the intersection may be incorporated into the design of the use on the northeast corner of the intersection. The location south of the intersection may be incorporated into the design of the use on the southwest corner of the intersection.

142.4 The turnouts should be 12 feet wide, 50 feet long, and include a 60-foot transition into the stop and a 40-foot transition out of the stop.

143 The applicant shall enter into an agreement with the City of Palmdale for the purpose of satisfying Ritter Ranch's contribution to the cost of designing and constructing the Avenue R Regional Basin ("the Basin") facility. The agreement shall reflect the following terms: (E)

143.1 The City has agreed to form a Community Facilities District (CFD) over the Ritter Ranch property for the purpose of selling bonds to finance public improvements, including Ritter Ranch's share of the Basin design and construction costs. The terms of this CFD will be:

143.1.1 The effective tax rate over Ritter Ranch will be brought to two percent of the estimated value of each home to be sold.

143.1.2 The CFD will sell bonds with a term of 35 years.

143.1.3 A two percent escalator will be applied to the bonds within the CFD as necessary to cover Ritter Ranch's funding responsibilities for the Basin.

Ritter Ranch shall immediately deposit with the City an amount equal to 50 percent of the estimated costs to complete Basin design and process the necessary state and local permits and/or approvals. Ritter Ranch has agreed to permit the City to have a first priority in Ritter Ranch's initial bond issuance to recover the estimated cost of Ritter Ranch's share of the Basin construction costs (an amount equal to 50 percent of the actual costs). To the extent that Ritter Ranch's actual share of the Basin construction costs is higher than 50 percent of the actual costs, the City may use the two percent escalator to recover the additional costs in Ritter Ranch's second bond offering. To the extent that Ritter Ranch's actual share of the Basin construction costs is less than 50 percent of the actual costs, the difference shall be made available to Ritter Ranch for its funding of eligible public improvements. Additionally, the City will allow the funds remaining in the existing Ritter Ranch CFD Improvement/Acquisition account to be used by Ritter Ranch for its use in funding eligible public improvements. Execution of this agreement shall occur prior to the recordation of a final map for VTTM 63145 and the execution and implementation of this agreement shall satisfy Ritter Ranch's obligations relative to the Basin.

144 The applicant shall provide written evidence to the Planning and Engineering Departments that approval has been obtained from the Los Angeles County Fire Department. (F)(P)(E)

145 The applicant shall provide standard street improvements for Connector/Neighborhood roadway classification streets, along 'A' Street and 'G'

Street from ‘O’ Street to Westland Drive within the project boundary, face of curb to face of curb width of 40 feet (64-foot right-of-way). Improvements listed below shall be constructed and operational prior to certificate of occupancy of the adjacent residences. These improvements shall consist of: (E)

145.1 Curb and gutter;

145.2 Sidewalk (width = five feet);

145.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer;

145.4 Traffic control signs and devices as required by the City Engineer;

145.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer;

145.6 Wheelchair ramp(s) at all walk returns;

145.7 Roadway drainage device(s);

145.8 Streetlights;

145.9 Dedicate sufficient right-of-way for corner cut-offs in accordance with the City’s Engineering Design Standards;

145.10 Dedicate the right to restrict vehicular access along ‘A’ Street to the City;

145.11 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches; and,

145.12 Provide a minimum four-foot sidewalk clearance around any object.

146 The applicant shall provide standard street improvements for the following streets: Connector/Neighborhood roadway classification streets, ‘B’ Street from ‘A’ Street to ‘C’ Street, ‘C’ Street from ‘B’ Street to ‘D’ Street, ‘D’ Street from ‘C’ Street to ‘G’, ‘G’ Street from ‘D’ Street to ‘O’ Street within the project boundary, face of curb to face of curb width of 36 feet (60 foot right-of-way). Improvements listed below shall be constructed and operational prior to the certificate of occupancy for the adjacent residences. These improvements shall consist of: (E)

146.1 Curb and gutter;

146.2 Sidewalk (width = five feet);

146.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer;

146.4 Traffic control signs and devices as required by the City Engineer;

146.5 Wheelchair ramp(s) at all walk returns;

146.6 Roadway drainage device(s);

146.7 Streetlights;

146.8 Dedicate sufficient right-of-way for corner cut-offs in accordance with the City's Engineering Design Standards;

146.9 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches; and,

146.10 Provide a minimum four-foot sidewalk clearance around any object.

147 The applicant shall provide standard street improvements for the following streets: Connector/Neighborhood roadway classification streets 'E' Street, 'F' Street, 'H' Street, 'O' Street, 'B' Street from 'A' Street to terminus of street, 'C' Street from 'D' Street to terminus of street, 'D' Street from 'G' Street to terminus of street within the project boundary, face of curb to face of curb width of 34 feet (58-foot right-of-way). Improvements listed below shall be constructed and operational prior to the certificate of occupancy for the adjacent residences. These improvements shall consist of: (E)

147.1 Curb and gutter;

147.2 Sidewalk (width = five feet);

147.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer;

147.4 Traffic control signs and devices as required by the City Engineer;

147.5 Wheelchair ramp(s) at all walk returns;

147.6 Roadway drainage device(s);

147.7 Streetlights;

147.8 Dedicate sufficient right-of-way for corner cut-offs in accordance with the City's Engineering Design Standards;

147.9 Dedicate and construct a four-foot-wide minimum ADA by-pass at all proposed driveway approaches;

147.10 Provide a minimum four-foot sidewalk clearance around any object; and,

147.11 Dedicate and construct pedestrian connectors for cul-de-sac streets within VTTM 63145 that lead to Neighborhood streets or greenbelt open spaces, as shown the Vesting Tentative Tract Map date stamped November 11, 2024.

148 VTTM 51508-03 shall be recorded prior to or concurrently with recordation of VTTM 63145. (E)

149 *Approval of the final map shall be contingent on the water supplier verifying in writing that a sufficient water supply is available to serve the subdivision pursuant to Government Code section 66473.7(b). (Water Supply Assessment) (E)

150 The applicant shall enter into a subdivision improvement agreement and post securities with the City and pay all applicable fees at the time of subdivision approval for those improvements necessary to support this subdivision, as determined by the City Engineer. If any transfer of ownership/title of land within this proposed subdivision takes place prior to release of all agreements and securities, the new applicant shall be required to enter into a separate Subdivision Improvement Agreement with the City and pay all applicable fees. Agreement and securities with the prior applicant will be released after the agreement and securities with the new applicant take effect. (E)

151 The applicant shall petition the City to form a Drainage Benefit Assessment District for the maintenance of drainage and appurtenant facilities. Such district shall be formed concurrently with or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the formation of the district, the Applicant shall propose an alternative maintenance entity and shall be responsible for the maintenance of the drainage and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the formation of an alternative maintenance entity shall be paid by the Applicant. (E)

152 The applicant shall submit full-sized copies of the final recorded map in the form of one set of mylar and three sets of blueline to the City Engineer and shall also submit an 8-1/2 by 11-inch mylar copy of the final map to the Planning Manager and City Engineer. The applicant shall provide a computerized .dwg format of the final recorded tract map which is compatible with the City's Geographic Information Systems (GIS) to the City Engineer. The final map shall be projected in NAD 83 State Plane Zone (five feet). (E)

153 Access rights shall be granted to the City for the purpose of allowing access over private drives within the development for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording this access shall be prepared by the applicant for review and approval by the City Engineer. (E)

154 All areas within the tract designated by the City Engineer as requiring a landscape easement shall be shown as an 'Easement for Landscaping Purposes' on the final map. (E)

155 Will Serve letters will be required before the map is submitted to City Council for approval. The following is a list of the minimum Will Serve letters required: (E)

155.1 Water District

155.2 Southern California Edison

155.3 Southern California Gas Company

155.4 Cable TV

155.5 Los Angeles County Sanitation District

155.6 School District

155.7 Telephone Company

156 A Homeowner's Association shall be created for the project and shall be responsible for the maintenance of all common use areas, private streets, private drainage facilities and shared parking areas. The documents creating this entity shall be provided to the Planning Manager, City Engineer, and City Attorney for review and approval. The applicant shall be responsible for all costs associated with this review. (P)(E)

157 In cases where the applicant indicates that multiple final maps will be filed, a Phasing Plan shall be submitted for review and approval by the Planning Manager

and City Engineer. Pursuant to Government Code 66456.1, multiple final maps (phasing of tentative map) shall not be authorized for this tentative map until such time as the City of Palmdale has had the opportunity to evaluate the phasing and impose reasonable conditions, related to the phasing. (E)

158 The applicant shall provide standard street improvements for Parkview Drive across the project frontage. The design shall be based on a 64-foot right-of-way on an acceptable centerline profile extending a minimum 300 feet beyond the project where applicable. These improvements shall consist of: (E)

158.1 Curb and gutter;

158.2 Sidewalk (width = five feet);

158.3 Roadway grading and paving, overlay and/or match-up, as directed by City Engineer;

158.4 Traffic control signs and devices as required by the City Traffic Engineer;

158.5 Pavement transition from the project boundaries to the satisfaction of the City Engineer;

158.6 Wheelchair ramp(s) at all walk returns;

158.7 Roadway drainage device(s); and,

158.8 Streetlights.

159 The applicant shall provide the following public improvements needed to serve each phase: (E)(F)

159.1 Parkview Drive and Westland Drive shall be dedicated and improved per VTTM 51508-03 and to the City Engineer's satisfaction prior to any phased final map approved for VTTM 63145.

159.2 Design and construction of Avenue S, Anaverde Road and Ritter Ranch Road shall include a raised median. (TE)

160 *All project homeowners and tenants shall be advised of potential health risks associated with power transmission lines prior to close of escrow/execution of the rental lease. The content and form of said notification shall be indicated in the applicable escrow, deed and/or lease documents in a format acceptable to the City Attorney. (Monitoring Program No. 71) (P)

161 *Each deed or other conveyance of Real Property shall include the following statement: “Ritter Ranch is traversed by major splays (branches) of the San Andreas Fault Zone, a very youthful geologic feature. Due to the proximity of the Ritter Ranch site to the San Andreas Fault, there is a high risk of experiencing strong ground shaking and possible surface fault rupture.” Additionally, where applicable, each disclosure statement within the deed shall contain language that denotes the possibility of building restrictions on residential additions for human occupancy on those parcels which are located in Fault Hazard Restricted Use Zones. (Monitoring Program No. 71) (P)

162 *In the event that the Applicant of the Ritter Ranch Specific Plan constructs offsite sewer lines within the San Andreas Fault zone, the applicant shall cause the preparation of an emergency spill response plan. The plan shall include provisions for spilled sewage retention, spill response measures, clean-up and disinfection measures, and training and funding for implementation of the spill plan. The plan shall be reviewed by the Lahontan Regional Water Quality Control Board and Sanitation District No. 20 and reviewed and approved by the Director of Public Works and the Planning Manager. (Monitoring Program No. 109a) (P)

163 Prior to filing any final map, the Planning Manager shall determine that adequate mitigation of school impacts has been provided, pursuant to the Ritter Ranch EIR, as it may be amended. (P)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH ISSUANCE OF BUILDING PERMITS (FOR ANY PHASE OF THE DEVELOPMENT):

164 The applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and local agencies including, but not limited to, the following:

Antelope Valley Air Quality Management District
Antelope Valley Union High School District
Los Angeles County Consolidated Fire District
Los Angeles County Department of Health Services
Los Angeles County Sanitation District
Los Angeles County Waterworks
Palmdale School District
Westside Union School District
Regional Water Resources Control Board

The duty of inquiry as to such requirements shall be upon the applicant. Receipt and proof of payment shall be provided to the Building and Safety Division prior to issuance of any building permits. (P)(E)(F)(B&S)

165 All agency approvals for permit issuance shall be on file with the Building and Safety Division. (B&S)(F)

166 The applicant shall comply with all applicable development regulations and requirements prior to the issuance of any building permits on the subject property. (P)(E)(B&S)

167 The project shall comply with all requirements of PMC Chapter 13.05 (Sewer Collection Service Charges). (E)

168 The applicant shall submit detailed plans for all building construction and obtain plan approval from all agencies/departments as required. (B&S)(F)(P)(E)

169 Water mains shall be designed to meet or exceed the total flow requirements determined for domestic flow and fire flow for this development. Required domestic flow shall be calculated by the applicant's engineer. Fire flow shall be determined by the Los Angeles County Fire Chief. (E)

170 The plans and specifications for the water delivery system shall be submitted for approval to the responsible water purveyor prior to final approval of this development by the City Engineer. In all cases where water system facilities have not been installed prior to filing this development with the City Engineer for final approval, the applicant shall submit a Labor and Materials bond in addition to one of the following: (E)

170.1 An Agreement and Faithful Performance bond in the amount approved by the City Engineer to be sufficient to guarantee installation of the improvements; or

170.2 An Agreement and evidence satisfactory to the City Engineer showing that the applicant has entered into a contract with the serving water utility for establishing a security guaranteeing payment for the installation of the improvements.

171 A set of approved water plans from the water purveyor shall be filed with the Los Angeles County Fire Department. (F)

172 Street lighting plans shall be reviewed and approved separate of the approval of the street improvement plans. Street lighting plans and electrical plans shall be

submitted to the City Engineer for review and approval and to Southern California Edison (SCE) for reference. Electrical plans shall be prepared by a Registered California Electrical Engineer. (E)

173 The applicant shall petition the City to form a Streetlight Benefit Assessment District for the ownership and maintenance of streetlights and appurtenant facilities. Such annexation shall be formed concurrently with, or prior to, recordation of the final map at the sole cost and expense of the applicant, and the applicant's deposit of the estimated costs thereof shall be required prior to such actions by the City. If the City is unsuccessful in the annexation to the Streetlight Benefit Assessment District, the applicant shall propose an alternative maintenance entity and shall be responsible for the maintenance of the streetlights and appurtenant facilities until such time that an alternative maintenance entity assumes the maintenance. All costs associated with the -annexation of an alternative maintenance entity shall be paid by the applicant. (E)

174 Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, gas, telephone, storm drains, detention basins, and landscaping. (E)

175 All sanitary sewer mains to be dedicated to the City area required to submit as-built plans, and have TV video inspection prior to final acceptance for maintenance. (E)

176 At completion of rough grading, the applicant shall submit appropriate reports and statements (Certifications) to the City Engineer, for review and approval, prior to release of rough grading. The City of Palmdale Building Code requires these reports from the field or supervising grading engineer, the soils engineer, the geologist, and the grading contractor. (E)(B&S)

177 The applicant shall obtain addresses established by the City Engineer and pay applicable processing fees for all lots of residential subdivisions. Commercial subdivisions are addressed by the Building and Safety Division upon application for a building permit. (E)(B&S)

178 *Prior to issuance of building permits, the project applicant shall prepare an emergency spill response plan, which includes the following measures for review and approval by the City and County Sanitation District No. 20: (Mitigation Measure No. 20a) (E)

178.1 Measure detect early warning of a sewage trunk leak;

178.2 The installation of manual or automatic isolation valves;

178.3 Provisions for spilled sewage retention;

178.4 Spill response measures;

178.5 Clean-up and disinfection measures; and

178.6 Training and funding for implementation of the spill plan.

179 The applicant shall pay fees, provide sites, comply with all school district agreements, and otherwise meet requirements of the Westside Union School District and the Antelope Valley Union High School District. (P)

180 Subdivision Development Plan applications shall be submitted, either for the entire tract or in complete submittals for each phase, and shall include all documents and maps required by the Subdivision Development Plan Application and a copy of the Planning Department stamped final tentative map (inclusive of all conditions of approval). Separate submittals for components of a phase or entire tract may be accepted; however, full Subdivision Development Plan fees shall be paid for each separate submittal. Subdivision Development Plans shall be in compliance with the City Zoning Ordinance and the General Plan Community Design Element in effect at the time of submittal. (P)

181 In accordance with Section 6.4.1.2 (j) of the Ritter Ranch Specific Plan, a Temporary Use Permit for proposed on-site model homes shall be filed concurrently with the Subdivision Development Plan application for designated model home lots and shall include all documents and maps required in, PMC Section 17.98.020 (Temporary Uses). (P)

182 Model homes shall comply with the Standards of Development identified in Section 7 of the Ritter Ranch Specific Plan. (P)

183 Temporary sales trailers shall comply with the setback requirements identified in Section 6.4.1.2 (j) of the Ritter Ranch Specific Plan, and shall be permitted and operated pursuant to PMC Section 17.98.020 (Temporary Uses). (P)

<u>Impact Fees</u>

184 This subdivision is located within the Anaverde Natural Drainage Area/Basin as defined by the City's Master Drainage Plan and approved by Resolution No. 89-75. The applicant shall comply with the provisions of Chapter 3.38 (Drainage Fee

Ordinance) of the Palmdale Municipal Code. The applicant shall pay the applicable drainage fees to the Building and Safety Department. (E)(B&S)

185 *Unless proof of a subsequent agreement with the school district is provided, the applicant shall comply with the terms of the agreement, dated November 26, 1991, between the applicant and the Westside Union School District as mitigated for impacts caused by development of the project on the Westside Union School District. The terms of the agreement are as follows: (P)

185.1 The applicant hereby agrees to pay to the District $1.99 per square foot of habitable residential development prior to the issuance of the building permit on each unit. A fee of $0.26 per square foot of industrial/commercial construction shall be paid to the District prior to the issuance of each commercial building permit. All such amounts shall be subject to annual adjustments pursuant to increase or decreases in the School Construction Cost Index of the Office of Local Assistance with January 1, 1992, at the base.

186 *Unless proof of a subsequent agreement with the school district is provided, the Applicant shall provide the following mitigation to the District in order to provide its contribution toward the district's 50 percent share of funding a new high school on the site, pursuant to Government Code Section 65995 and Education Code Section 27700 et. Seq. (School Facility Funding Law): (P)

186.1 Applicant Fees. Applicant shall pay the district one dollar and twenty cents $1.20 per square foot of habitable residential development, including senior housing prior to the issuance of the building permit on each unit. A fee of $0.26 per gross leasable square foot of industrial/commercial construction shall be paid to the District prior to the issuance of each commercial building permit. All such amounts shall be subject to annual adjustment pursuant to increase or decreases in the School Construction Cost Index of the Office of Local Assistance with January 1, 1992, as the base.

187 In accordance with the PMC Section 15.01.020 (Public Art in Private and Municipal Development Project Contribution Requirements) for projects with a building permit valuation of $500,000 or more, the applicant shall devote an amount not less than one-half percent for the acquisition and installation of public art on the development site. This amount shall be the program allocation with a cap of $250,000 allocated for single construction projects. This contribution requirement shall apply to mixed-use and residential projects that create five or more units. All nonprofit and affordable housing developments and structures shall be exempt from this requirement. In lieu of public art on the development site, the applicant

may place a public art in-lieu contribution in an amount equal to the program allocation prior to the issuance of a building permit for the project on the development site. (PA)

188 The public art that may be used to satisfy the requirements shall comply with applicable standards contained in PMC Section 15.01.040 (Public Art in Private and Municipal Development Project Compliance Standards). (PA)

189 The applicant has the option of proposing public art incorporating on-site artwork into the development or may elect to deposit the full amount in the public art fund as required under PMC Section 15.01.020 (Public Art in Private and Municipal Development Project Contribution Requirements). In any event, ten percent of the amount required under PMC Section 15.01.20 (Public Art in Private and Municipal Development Project Contribution Requirements) shall be deposited into the public art fund. (PA)

190 In conjunction with an application for a building permit, the applicant shall submit to the City a concept public art project plan for on-site artwork and follow the specifications of PMC Section 15.01.080 (Application and Approval Procedures for Public Art). The City's Public Art Guidelines for Developers will be furnished upon request. (PA)

THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING

191 Adequate sanitary disposal facilities shall be required on-site during all phases of construction. (E)(B&S)

192 *During project construction, the Applicant shall be required to provide appropriate screening (as with temporary fencing with opaque material), dust control, restricted construction hours, and a traffic control plan. (Mitigation Measure No. 56) (P)(E)

193 *From the beginning of the first ground disturbing activity until one hundred (100) percent of the lots for the entire subdivision have been released for occupancy, the following are required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (November 1 - April 15); 2) provide appropriate dust control measures, per City Standards, to minimize nuisance from dust at all times. Said erosion and dust control plans shall be in conformance with Mitigation Measure 8 of the Ritter Ranch EIR. Said erosion and dust control plans shall be in conformance with Mitigation Measure 8 of the Ritter Ranch EIR. (E)(B&S)

194 Once soil has been watered to near optimum moisture content in the areas disturbed by ripping soil shall be recompacted to 90 percent relative compaction to the satisfaction of the City Engineer. (P)(E)

195 Grading shall be done in accordance with a grading plan prepared by the applicant's Registered Civil Engineer. All grading work shall be performed in one continuous operation or in phases as approved by the Planning Manager and the City Engineer. (P)(E)

196 All existing utilities interfering with the new construction shall be relocated at the developer's expense. (E)

197 Adequate sanitary disposal facilities shall be required on-site during all phases of construction. (E)(B&S)

198 The applicant shall provide solid waste disposal containers on-site during all phases of construction. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties is not permitted. (P)

199 If this tentative map is to be phased, the applicant shall have all basin(s), and any temporary grading or structures necessary to convey runoff to basin(s), in an operable condition prior to completion of rough grading of proposed streets for the first phase. (E)

200 The project shall comply with City and State guidelines and requirements for traffic control during construction and prior to final project acceptance. (TE)

201 Signing and striping shall be provided for all roadway improvements. (TE)

202 *Monitoring during grading activities shall be accomplished by an archaeologist approved by the Planning Manager. Said archaeologist shall be present at any pre-grading conference and shall have the power to enforce required mitigation measures related to cultural resources. Mass grading activity shall be periodically monitored, particularly during initial site clearing, to ensure that any buried archaeological deposits, which may exist on the property, are detected. This monitoring shall be maintained until undisturbed bedrock is exposed. The monitoring archaeologist shall be prepared to document and recover any material, which appears as quickly as is consistent with standard archaeological practice. If determined necessary, the archaeologist may halt grading to ensure adequate salvaging and/or protection of cultural resources (upon which the Planning Manager and Applicant shall be notified). (Monitoring Program No. 81) (P)

203 *The applicant shall annually evaluate all design guidelines, development standards and mitigation measures for Ritter Ranch Specific Plan, submitting a Monitoring report to the Planning Manager the first quarter of each year through build out of the project. In addition, the applicant shall submit aerial photos of the project site taken on a monthly basis when grading is occurring. Monitoring and verification of compliance with adopted applicable Specific Plan development standards shall also be performed prior to subsequent approvals, to determine if the proposed measures are achieving their intended purpose. To the extent allowed by law, future discretionary approvals may include additional conditions of approval, based upon City review of the Annual Monitoring report. Nothing in this mitigation measure shall be construed to permit environmental review beyond the extent permitted by State Law. (Monitoring Program No. 66) (P)

204 *To mitigate potential dust generation impacts, the project will comply with State, County and City dust control regulations. These regulations are intended to provide sufficient protection so as to prevent the soil from being eroded by wind, creating dust, or blowing onto a public road or roads or other public or private property. (Mitigation Measure No. 21) (B&S)(P)

205 *In addition to watering prior to and during grading (as discussed in SCAQMD Rule 403), the application of water and chemical dust retardants that solidify loose soils shall be implemented for construction vehicle access, as directed by the City Engineer. (Mitigation Measure No. 22)(P)(E)

206 *Grading activity shall be suspended when local winds exceed 30 miles per hour. To validate wind velocities and/or rainfall amounts, the installation of a minimum of two remote weather stations will be required at locations determined by the City Engineer. (Mitigation Measure No. 23)(P)(E)

207 *Heavy construction equipment shall use low sulfur fuel (0.05 percent by weight) and shall be properly tuned and maintained to reduce emissions. (Mitigation Measure No. 24)(P)(E)

208 *Construction activities shall be phased and scheduled to avoid high ozone days, to the extent feasible. (Mitigation Measure No. 25)(P)(E)

209 *Construction shall be discontinued during second stage smog alerts. (Mitigation Measure No. 26)(AVAQMD)(P)

210 *The applicant shall as required by the Planning Division and the City of Palmdale's Air Quality Element, implement applicable Tier I Control Measures contained in the Final 1989 AQMP, as may be subsequently amended. Additionally, the Best Available Control Technology Guidelines published by SCAQMD, shall be used.

As project buildout occurs, subsequent phases/approvals will be held to Tier II and Tier III measures which are implemented is mandatory AQMD Rules and Regulations applicable to the project phase. General measures which shall be applied for the development include: (Mitigation Measure No. 27)(AVAQMD)

210.1 Encourage the use of alternative transportation modes by promoting public transit usage and providing secure bicycle facilities. The applicant will implement the trails system indicated in the Specific Plan including pedestrian, bicycle and equestrian facilities. The applicant shall distribute educational material at the time of occupancy to all businesses and homeowners regarding the availability of public transit, ridesharing and other alternative transit methods and the location of bicycle routes in the project vicinity. In addition, the educational material, as reviewed and approved by the City of Palmdale Planning Division shall describe the available methods for reducing energy consumption.

210.2 Provide mass transit accommodations such as bus turnout lanes and bus shelters if determined necessary by the City Traffic Engineer. As final plans are developed, these features should be considered.

210.3 The applicant shall contribute a pro-rata share toward acquisition and construction of: Park & Ride facility in the Avenue S/SR-14 vicinity. This shall include design and construction of one space per ten dwelling units (up to 400 total spaces). This mitigation measure shall be satisfied prior to occupancy of any 50 percent of the total dwelling units approved for the project as a whole.

210.4 Encourage the placement of dwelling units to take full advantage of solar energy for natural heating and cooling as recommended in Section 7.5.1.6 of the Specific Plan in order to reduce the use of electricity and natural gas within the project area.

210.5 The applicant shall utilize Best Available Control Technology to control volatile organic compounds and Toxic Air Contaminants as required by SCAQMD Rules and Regulations. The Best Available Control Technology Guidelines, published by SCAQMD, shall be used to assess compliance with this mitigation measure.

211 *Prior to subsequent approvals, energy conservation practices, as required by the Subdivision Map Act, Building Energy Efficiency Standards (California Energy Commission), and state and local laws, shall be incorporated into the design of the project to have the secondary effect of limiting stationary source pollutants both on and offsite. (Mitigation Measure No. 28)(B&S)(E)

212 *Projects that exceed SCAQMD threshold levels shall contribute to the Traffic mitigation programs imposed on the development in effect at such time building permits are issued for the project, and each part thereof. (Mitigation Measure No. 30)(AVAQMD)(TE)

213 In the event of an unforeseen encounter of subsurface materials suspected to be of an archaeological or paleontological nature, all grading or excavation shall cease in the immediate area, and the find left untouched until a qualified professional archaeologist or paleontologist, whichever is appropriate, is contacted and called in to evaluate the find and make recommendations as to disposition, mitigation, and/or salvage. The applicant shall be liable for costs associated with the professional investigation. (P)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR EACH DWELLING UNIT:

214 *The applicant shall comply with the provisions of PMC Chapter 3.40 (Traffic Impact Fee Requirements). The applicant shall not be entitled to any such credits for costs reimbursed through the ELR Escrow, Improvement Fund, the Gap Road Escrow, and/or bond proceeds from the new CFD. Also, the applicant can only receive traffic impact fee credits in the amount not to exceed what the applicant pays towards this fee. The applicant shall pay the applicable traffic impact fees to the Building and Safety Division in the amount that is in effect at the time the vesting tentative map application was deemed complete ($1,877.00 per dwelling unit) plus any increases to that amount that are subsequently approved to reflect changes in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles-Riverside-Orange County Area, as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor, as set forth in Palmdale City Council Resolution No. CC 2021-057. These traffic impact fees provide the project's required pro rata contribution towards offsite roadway improvements needed to service the development. Funds generated from the traffic impact fees shall be applied toward offsite improvements Elizabeth Lake Road, Palmdale Boulevard, Avenue S, and 10th Street West/Tierra Subida Road, as approved by the City Public Works Department. (Mitigation Measure No. 75)

215 Street name signs shall be purchased and installed in accordance with City of Palmdale standards. The number and location of signs will be as directed by the City Engineer. (TE)

216 All public improvements within, and necessary to support, a block or construction phase of any final map, shall be completed within 60 days from issuance of the first Certificate of Occupancy within the block or construction phase, to the satisfaction of the City Engineer. In no case shall the total occupancy for a final

map exceed 90 percent until all public improvements within the final map have been completed to the satisfaction of the City Engineer. (E)

217 The applicant or builder shall provide full front yard and street side yard landscaping as approved by the City Engineer and the Planning Manager. (P)(E)

THE FOLLOWING CONDITION(S) SHALL BE MET AS AN ON-GOING ELEMENT OF THE PROJECT:

218 The installation of speed humps/bumps shall be prohibited as specified within Palmdale Municipal Code Section 10.04.100. If any of these devices are installed while this ordinance is in effect the owner shall be required to remove these devices at their own expense. (TE)

219 All owners All owners, future owners, heirs, or assigns of the property shall be required to maintain all private drainage facilities in good working condition, as determined by the City Engineer, and shall be responsible for any damages associated with the private drainage facilities and for any costs incurred by the City for emergency maintenance, repairs, and any other efforts to keep the private drainage facilities in good working condition and/or to insure the health, safety, and welfare of the general public. The developer shall record a covenant upon the property regarding said maintenance. (E)

220 The applicant shall fully cooperate with any adjacent property development to provide improved site access in the future including, but not limited to, the closure, removal, sharing, or relocation of project parking, landscaping, driveways, and drive-aisles. (TE)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY FOR ANY PHASE:

221 The applicant shall provide walls along the perimeter of the tract in conformance with the wall sections shown on the Tentative Map and final grading wall plans. (P)

222 The subdivision shall have been graded and constructed in accordance with all approved plans including but not limited to site plans, grading plans, wall plans, and landscape plans. (P)(E)

223 Any broken or damaged curb, gutter, sidewalk, and pavement on streets within or along the frontage of the development shall be repaired. Any existing driveways that are not to be used shall be replaced with standard curb, gutter, and sidewalk. (E)

224 Electric Meter Installations: Southern California Edison's rules and policies require that all metering equipment be located so as to provide 24-hour access to the Utility. Metering equipment may be installed inside a building when located in an illuminated meter room directly accessible from the outside and readily accessible 24-hours a day. The Edison Company requires their approval on all metering equipment prior to installation. (P)(SCE)(B&S)

225 The project shall be constructed in accordance with all the approved plans, including but not limited to site plans, grading plans, wall plans, landscape/irrigation plans, lighting plans, and elevations. (Mitigation Measure No. 57)(P)(E)

226 Slope erosion control and street trees shall be installed to the satisfaction of the City Engineer. (E)

227 All public improvements must be completed and accepted by the City. (E)

228 At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the City Engineer prior to release of final grading. The City requires that these be submitted by the field or supervising grading engineer, and/or the landscape architect. (E)

Key to Departmental Conditions:

(AVAQMD)	Antelope Valley Air Quality Management District (661-723-8070)
(B&S)	Building and Safety Division (661-267-5353)
(E)	Engineering Division (661-267-5272)
(F)	Los Angeles County Fire Department (661-949-6319)
(Pk)	Parks and Recreation Department (661-267-5611)
(P)	Planning Division (661-267-5200)
(PA)	Public Art (661-267-5686)
(PS)	Public Safety Division (661-267-5170)
(SCE)	Southern California Edison (661-726-5617)
(TE)	Traffic Engineering (661-267-5300)

ADDENDUM TO THE
RITTER RANCH SPECIFIC PLAN
(AND ASSOCIATED ANNEXATION AREAS) FINAL EIR

STATE CLEARINGHOUSE NO. 90010124

Lead Agency:

City of Palmdale
38250 Sierra Hwy
Palmdale, CA 93550

Consultant:

Kimley-Horn and Associates, Inc.
3801 University Avenue, Suite 300
Riverside, CA 92501

December 2024

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**Refer to Section 7 of this EIR Addendum for additional information and further updates regarding the technical studies included in the EIR Addendum appendices*

Appendix 1 – Nuisance Runoff Assessment
Appendix 2 – Biological/Regulatory Overview
Appendix 3 – Burrowing Owl Focused Survey
Appendix 4 – Special-Status Plant Survey
Appendix 5 – Cultural Resources Study Update
Appendix 6 – Phase I Cultural Resources Assessment
Appendix 7 – Geotechnical Update Report
Appendix 8 – Traffic Impact Analysis
Appendix 9 – Phase 1B Water Supply Reliability Report
Appendix 10 – Ritter Ranch FEIR Findings of Fact & Statement of Overriding Considerations

1.0 PURPOSE OF THE ADDENDUM

This Addendum has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA) (California Public Resources Code [PRC] Sections 21000 et seq.); the State CEQA Guidelines (Title 14, California Code of Regulations [CCR] Sections 15000 et seq.); and the rules, regulations, and procedures for implementing CEQA as set forth by the City of Palmdale (City).

State CEQA Guidelines Section 15164(a) of the State CEQA Guidelines states that "the lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." Pursuant to Section 15162(a) of the State CEQA Guidelines, a subsequent environmental impact report (EIR) or Negative Declaration is only required when:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

   (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

   (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

   (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

   (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The City is the Lead Agency under CEQA.

2.0 PROJECT BACKGROUND

The City approved the Ritter Ranch Specific Plan ("Ritter Ranch SP" or "Specific Plan") and pre-zoning for other areas to be annexed into the City and certified the associated Final EIR (FEIR) in February 1992 (State Clearinghouse [SCH] No. 90010124). The Ritter Ranch FEIR was prepared in accordance with CEQA (California Public Resources Code, Sections 21000, et seq.) and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.). As further described below, the project evaluated in the Ritter Ranch FEIR consisted of the 10,625-acre Ritter Ranch SP area, and pre-zoning for approximately 449 acres on several adjacent parcels also proposed by the City for annexation (Other Annexation Areas) to avoid creating unincorporated "islands." Although the Other Annexation Areas were addressed in the Ritter Ranch FEIR, no development plans were proposed for that land. The Ritter Ranch SP area and Other Annexation Areas were subsequently annexed into the City, following approval of the Ritter Ranch SP and certification of the Ritter Ranch FEIR by the City in 1992.

The Ritter Ranch SP and Other Annexation Areas are in the southwest foothills of the Antelope Valley, generally bound by Elizabeth Lake Road to the north, the Angeles National Forest and Community of Leona Valley to the west, Sierra Pelona Ridge to the south, and the City Ranch Specific Plan area to the east. **Figure 1: Regional Map**, depicts the location of the Ritter Ranch SP area.

The Ritter Ranch SP, as defined in the Ritter Ranch FEIR, entails all actions associated with the implementation and development of the Ritter Ranch SP. The Ritter Ranch SP manages the use of land, establishes provisions for site development, and provides a comprehensive approach to infrastructure planning and financing.[1] The Ritter Ranch SP allows for the development of up to 7,200 dwelling units, 692,135 square feet (sf) of neighborhood commercial development, approximately 7,906 acres of open space/recreation use, approximately 120 acres of school sites, and approximately 148 acres of major roadways throughout the originally proposed eight Planning Areas (PAs) (PA-1 through PA-8) of the planned three phases for the Ritter Ranch SP.[2] Refer to **Figure 2: Vicinity Map**.

Subsequent to approval of the Ritter Ranch SP in 1992, the City approved Specific Plan Amendment (Specific Plan Amendment) 95-1-RR, which amended the Specific Plan to:

- Reflect the provisions of the Agreement of Compromise, Settlement and Release between Ritter Park Associates (the original proposed developer of the Ritter Ranch SP), the Leona Valley Town Council and the City of Palmdale; and,
- Amend and correct certain other portions of the Specific Plan.

At that time, the City found that the proposed action was consistent with the project reviewed in the Ritter Ranch FEIR prepared for the Ritter Ranch SP.

[1] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas. Page 2.*
[2] Ibid, Page 50.

The Specific Plan Amendment did not affect the density or intensity of land uses proposed and did not conflict with any General Plan policy.

To date, no homes have been built within the Ritter Ranch SP area. However, grading for certain areas within Phase 1A of PA 5 was completed in 2005/2006, and backbone roadways and infrastructure for these areas were installed. The backbone roadways are open to the public including Westland Drive and Avenue S adjacent to Phase 1B.

Phase 1B, which is approximately 75.6 acres, is the second phase for completion of construction within PA 5, and within the entirety of the Ritter Ranch SP Area. PA 5 was originally approved in the Ritter Ranch Specific Plan for the development of 2,591 DUs.[3] As with the remainder of the Ritter Ranch SP area, development of the remainder of PA 5 will be subject to subsequent entitlement approvals and CEQA review. Therefore, this EIR Addendum focuses only on the proposed Phase 1B development, as described herein.

The City approved extensions of vesting tentative tract maps (VTTMs) 51508-03 and 63145 on January 20, 2015, subject to various Conditions of Approval (COAs). Additionally, Planned Development (PD) No. 05-02 was approved by the City in July 2006 and provided for the lot sizes and other features included in the previously approved VTTMs. The City determined the VTTMs were consistent with the Ritter Ranch SP and the Ritter Ranch FEIR (including implementation of identified mitigation measure[s]).

When the City extended the life of VTTMs 51508-03 and 63145 it relied upon the findings of the Ritter Ranch FEIR and found that no further CEQA review was required. In approving a 2014 "Initial Study" for the discretionary extensions of these tract maps, the City stated as to the Ritter Ranch FEIR, as follows:

> *"The analysis contained in the Final EIR for the Ritter Ranch Specific Plan was sufficiently detailed to analyze the potential impacts of subdividing the subject property for future residential, commercial, recreational, educational, and open space uses. Therefore, this project is subject to the mitigation measures presented in the Final EIR for the Ritter Ranch Specific Plan."*

Additionally, in July 2006, the City approved PD No. 05-02, which provided for the lot sizes and other features included in aforementioned VTTMs.

Phase 1A Overview

Phase 1A is approximately 138 acres and is the first phase for completion of construction within PA 5, and the entirety of the Ritter Ranch Specific Plan Area. As previously noted, PA 5 encompasses 656 acres and was approved to include 2,591 DUs. Phase 1A included VTTMs 51604, 51605, 51606, 51607, 52093, and 52116, which were granted discretionary extensions by the City on January 20, 2015, subject to various Conditions of Approval (COAs).

[3] Ibid, Page 55.

The City determined the VTTMs were consistent with the Ritter Ranch Specific Plan and the Ritter Ranch FEIR (including implementation of identified mitigation measures) when these VTTMs were re-entitled in 2022.[4] The City's 2022 approvals also included a PD and an associated residential planned development conditional use permit (CUP). The City relied upon the findings of the Ritter Ranch FEIR in determining that no further CEQA review was required. The 2022 approvals were challenged in litigation and the City's actions were upheld by the Los Angeles Superior Court.[5]

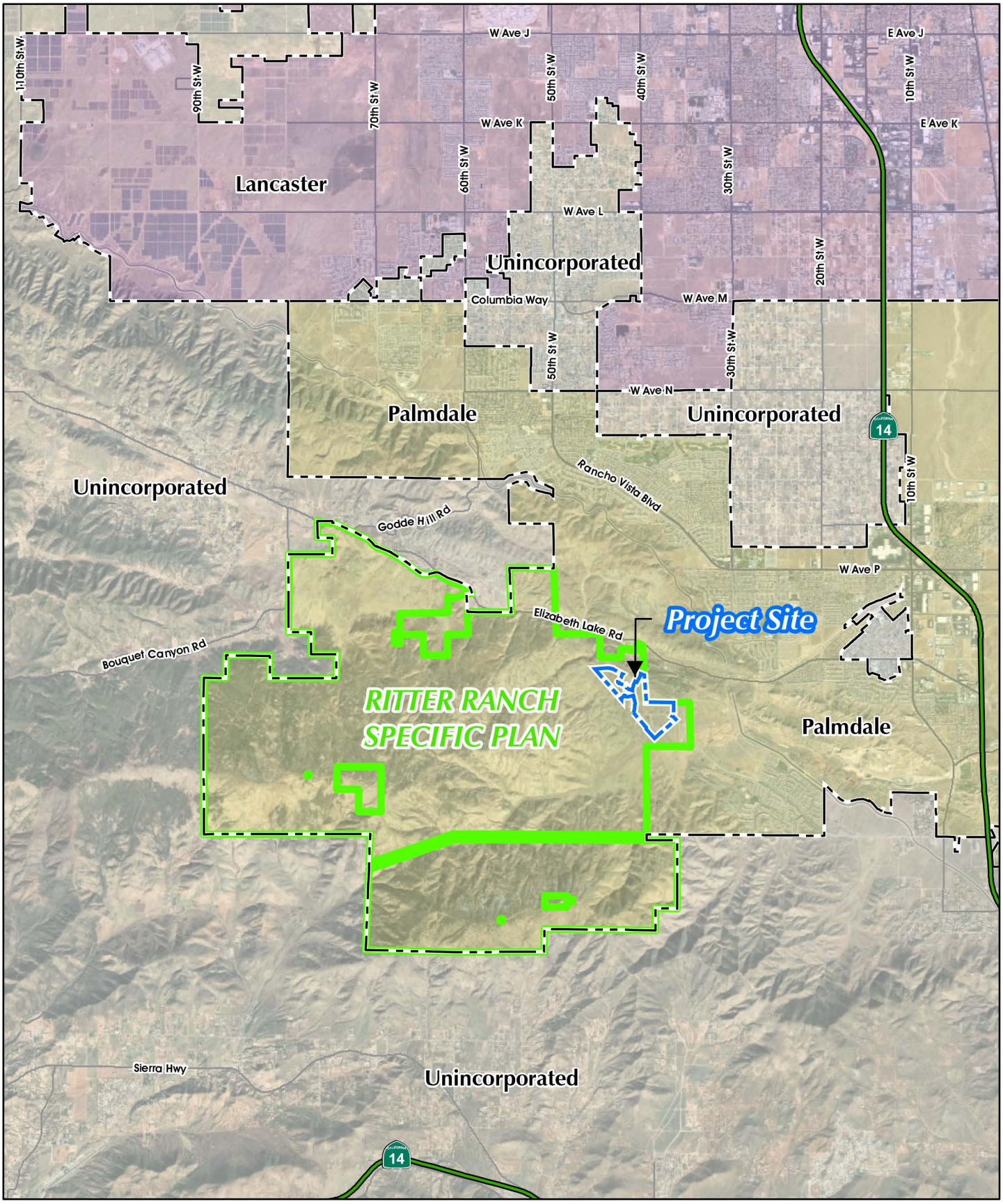
[4] Phase 1A VTTM's expired and new applications were processed for the same VTTM entitlements as previously approved.
[5] *Leona Valley Town Council v. City of Palmdale, et al.*, Los Angeles County Superior Court Case No. 22STCP01932.

3.0 INTRODUCTION

RdR Development Holdings, LLC., is seeking approval of two Vesting Tentative Tract Maps (VTTMs), VTTMs 51508-03 and 63145 (proposed VTTMs), a proposed Ritter Ranch Phase 1B Planned Development (PD or Planned Development) CDEV23-0002, and an associated residential planned development conditional use permit (CUP) to authorize alternative lot and subdivision design standards that implement a portion of Planning Area (PA or Planning Area) 5 which is host to both Phase 1A and Phase 1B (Ranch Center) of the approved Ritter Ranch SP. Refer to **Figure 3: Phase 1 - Planning Area 5 Planned Development**. Specifically, Planning Units (PU or Planning Unit) 5U, 5T (partial) community park, 5X-1, 5X-2, 5W-4, 5W-5 and 5U (neighborhood park) collectively represent "Phase 1B" of the Ritter Ranch SP development. Together the requested approvals for these Planning Units are also referred to herein in this Addendum as the "Project".

Although the City previously approved the VTTMs and PD No. 05-02, those approvals expired, and so the new PD CDEV23-0002 will replace the prior PD approval. The Project (described in **Section 5.0: Project Description**) will require discretionary approval of the proposed VTTMs, PD and CUP. As such the Project is subject to compliance with the CEQA. The purpose of this Addendum is to inform decision-makers on the potential environmental impacts associated with the proposed development of Ritter Ranch Phase 1B, as well as to demonstrate that these potential environmental impacts would be within the envelope of impacts already evaluated in the certified Ritter Ranch FEIR. That is, that no environmental impact associated with the proposed modifications represents a new or substantially increased impact. Based on the analysis contained herein, the City has determined that an Addendum to the FEIR is the appropriate form of CEQA-compliance documentation for the proposed Project.

As further addressed in **Section 7.0: Environmental Assessment of the Proposed Project** of this Addendum, it is our professional opinion that the proposed Project is consistent with the Ritter Ranch SP, and within the scope of the analysis presented in the 1992 Ritter Ranch FEIR (SCH No. 90010124). There is no new information and there are no changes in circumstances or changes to the project that would preclude the City's ability to rely on the Ritter Ranch FEIR, and the conditions for requiring preparation of a Subsequent or Supplemental EIR are not met. Refer to **Appendix 10** of this Addendum which contains findings that incorporate, by reference, the original Findings and Statement of Overriding Considerations which were adopted for the Ritter Ranch Specific Plan, pursuant to CEQA Guidelines Section 15091 and Public Resources Code Section 21081.

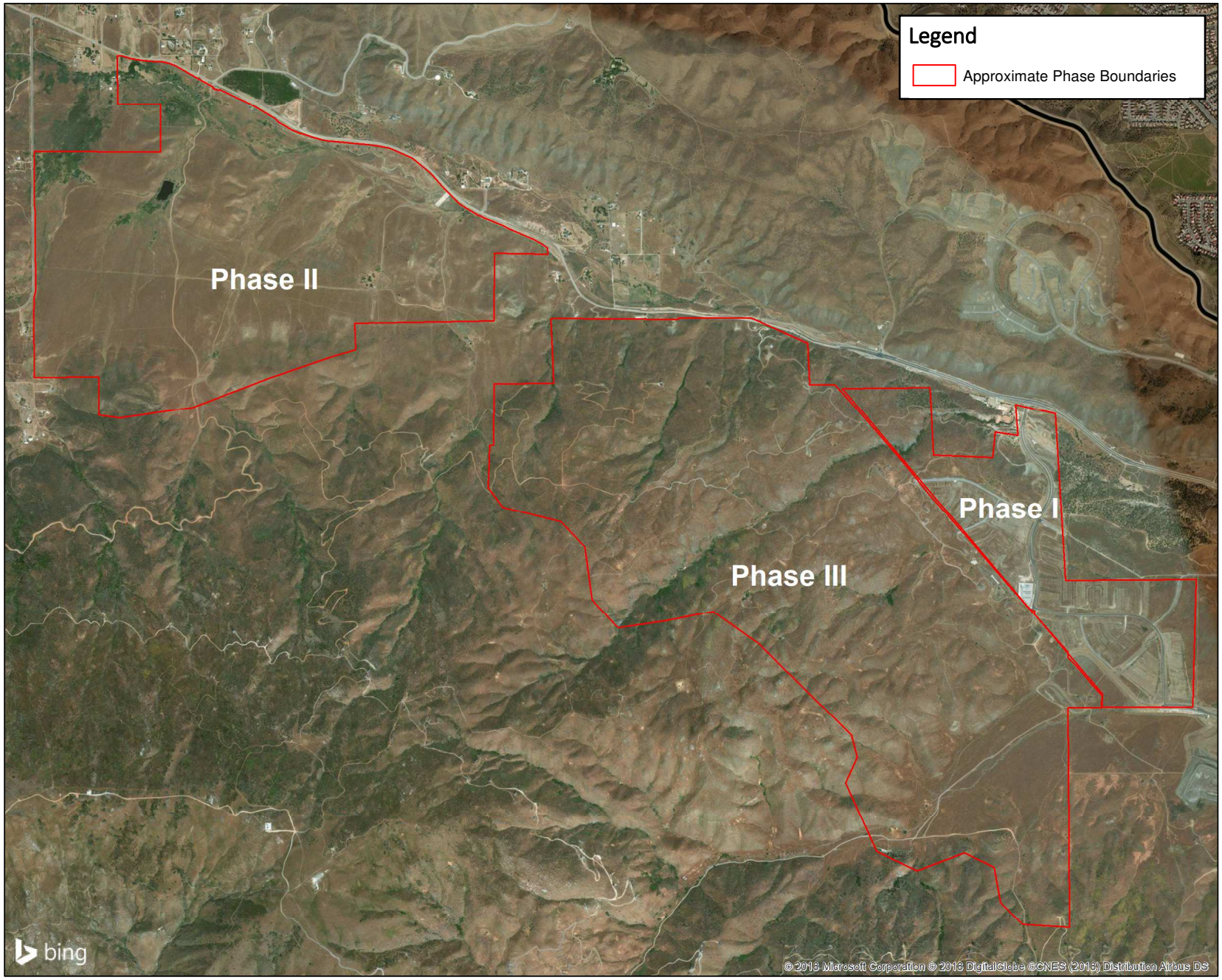


Source: Stantec Consulting Services, Inc., October 2023.

FIGURE 1: Regional Location
Ritter Ranch Specific Plan Project

Not to scale

Kimley»Horn

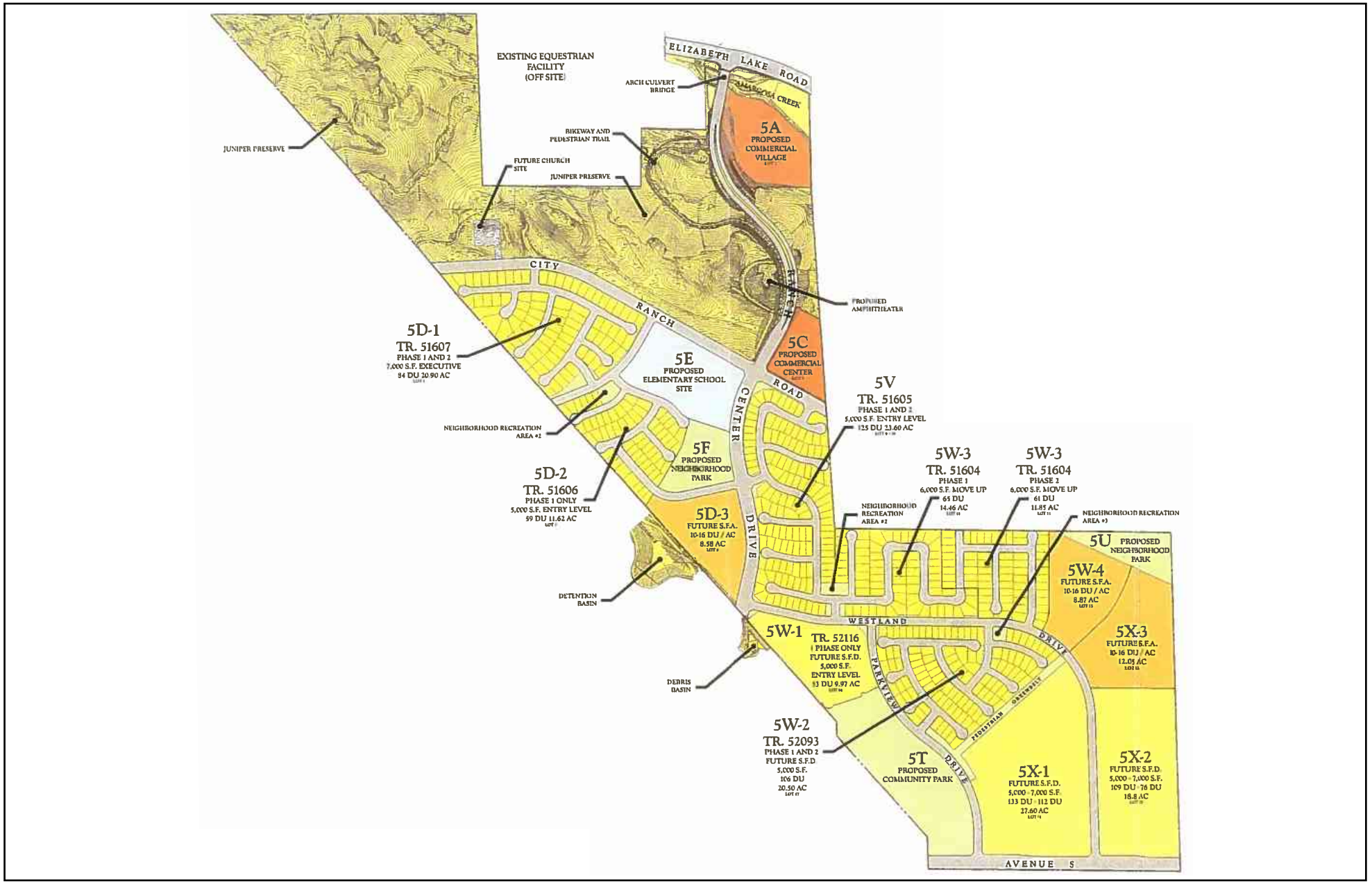


Source: Glenn Lukos Associates, September 2018.

FIGURE 2: Vicinity Map
Ritter Ranch Specific Plan Project

Not to scale

Kimley»Horn



Source: Stantec Consulting Services, Inc., March 2024.

FIGURE 3: Planning Area 5 Planned Development
Ritter Ranch Specific Plan Project

Not to scale

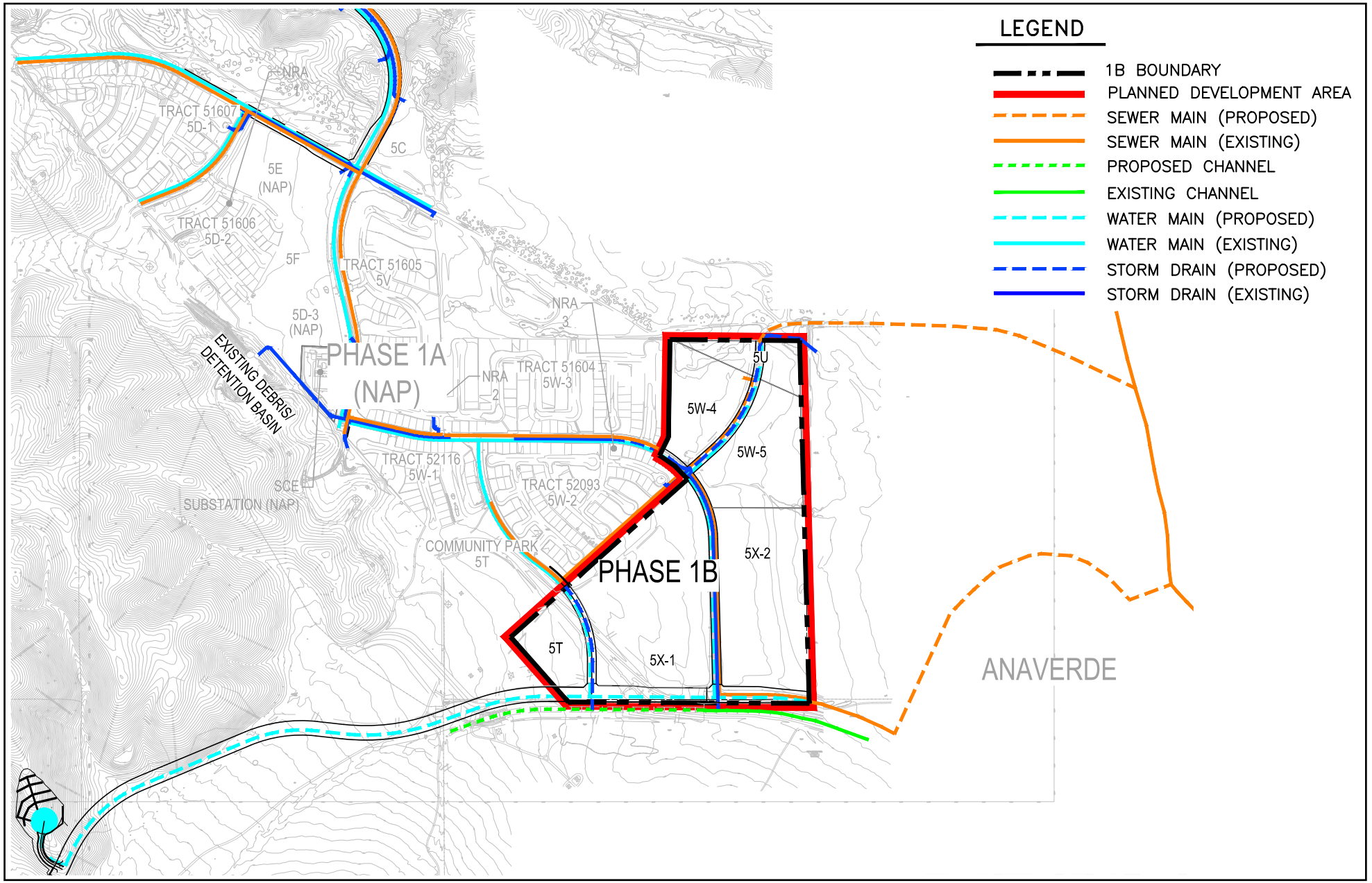
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4.0 PROJECT LOCATION AND SETTING

Proposed VTTMs 51508-03 and 63145 encompass approximately 75.6 acres in vacant conditions, located just east of Phase 1A and located generally south of City Ranch Road, west of Ranch Center Drive, and east of the Southern California Edison (SCE) easement.[6] New roadways adjacent to Phase 1B, including Westland Drive and Avenue S, have been constructed, as has been a sewer line. The Project site is generally bound to the north by West City Ranch Road, to the south by Avenue S, to the east by Parkwood Drive, and to the west by 40th Street West. Westland Drive cuts through the interior of the Project site and has been previously paved. The Project site is currently vacant, barren and some grading from the previous backbone improvements has occurred. The constructed backbone improvements for VVTM 51508-03 include street and storm drain infrastructure on Ritter Ranch Road/Avenue S and Westland Drive. The constructed improvements also include a temporary channel south of the Phase 1B boundary to convey stormwater to Anaverde Creek and a drainage channel discharging to Amargosa Creek at the northeast corner of VVTM 51508-03. Additionally, the Project site is located near the base of a series of alluvial fans originating from Sierra Pelona Mountains on the north**.**

As shown in **Figure 4: Infrastructure Plan**, backbone sewer and water lines have been installed along Ranch Center Drive, City Ranch Road, Westland Drive, Red Trail Drive, and Park View Drive. Figure 3 also shows proposed infrastructure locations. Surface waters from this mountain range drain and discharge to Anaverde Creek and Amargosa Creek as overland flow. Moreover, Phase 1A of the Ritter Ranch development is designed with several detention basins and debris basins throughout its tracts to collect surface water and debris from the natural overland flows coming from the mountains. As a result, Phase 1B will receive minimal debris (if any) coming from the mountain.[7]

[6] Stantec. April 2024. *Ritter Ranch Project, Phase 1B – Planned Development, Exhibit C – Development Feasibility Map.*
[7] Stantec. March 15, 2024. *Ritter Ranch Project, Phase 1B – Nuisance Runoff Assessment.*



Source: Stantec Consulting Services, Inc., April 2024.

FIGURE 4: Infrastructure Plan
Ritter Ranch Specific Plan Project

Not to scale

Kimley»Horn

5.0 PROJECT DESCRIPTION

The Project is located within the Ritter Ranch Specific Plan PUs 5U, 5T, 5X, and 5W (refer to Figure 3). The Ritter Ranch Specific Plan designates PUs 5X (384 DUs) and 5W (436 DUs) for the development of up to 820 residential units (base units prior to density transfer), and PUs 5U and 5T are designated for approximately 20 acres of parks (refer to **Table 2**).

The Project proposes the development of 135 single-family detached dwelling units (DUs) in PU 5X-1 and 492 single-family attached DUs within PUs 5W-4, 5W-5, AND 5X-2 for a total of 627 dwelling units. As Phase 1A includes 285 units in PU 5W, the total unit count for PUs 5X and 5W within Phases 1A and 1B is 912 DUs. Accordingly, development of Phase 1B in PUs 5W and 5X requires an allocation of additional DUs to achieve the desired density. As Ritter Ranch Specific Plan Section 8.17.2.3 allows for a density transfer of 20 percent from other PUs, PD CDEV23-0002 proposes the transfer of 92 DUs from an unspecified Planning Unit(s) in PA 5 that remain unallocated and available for transfer to satisfy the total DU count of 912; refer to **Table 1: Dwelling Unit Density Transfer** to assist in the tracking of density-transferred units. Further, the base DU capacity for the entirety of PA 5 is 2,591 DUs; therefore, 1,411 DUs still remain available for potential future development in PA5 even after the aforementioned allocations to Phase 1A and 1B.

Table 1: Dwelling Unit Density Transfer

Planning Unit	Base DU Allowed in PU*	Maximum DU with Density Transfer	DU Previously Allocated	PD Proposed DU Breakdown by Sub Area	Remaining Base DU Capacity in Planning Unit
5D	269	323	144	0	125
5J	291	349	0	0	291
5K	265	318	0	0	265
5V	104**	124	124	0	-20
5O	152	182	0	0	152
5Q	494	593	0	0	494
5R	196	235	0	0	196
5W	436	523	285	5W-4: 74 5W-5: 111	-34
5X	384	461	0	5X-1: 135 5X-2: 307	-58
Total	**2,591**	**2,846*** **	**553**	**627**	**1,411**

* From Ritter Ranch SP Section 8.0 Transfer of Dwelling Units Table: Planning Area 5, in accordance with SP Section 8.17.2.3.
**Base dwelling units (DU) allowed increased to 104 per SPA 95-1.
***The maximum permitted units with transfer of dwelling units within Planning Area 5 is 2,846 per SP Section 8.0.

Table 2: Summary of Proposed Development, shows the proposed development breakdown by Planning Unit. In addition to the 135 single-family detached DUs in PU 5X-1, PUs 5W-4, 5W-5, and 5X-2 include the development of 74, 111, and 307, single-family attached DUs, respectively. Additionally, PU 5U would be an approximately 5.5-acre neighborhood park and PU 5T would be an approximately 6.7-acre community park (refer to **Figure 5: Phase 1B Planned Development Area**).

Standards for the various lot types are included in the proposed Planned Development document including private, usable outdoor space for single-family attached DUs which would be in conformance

with the Ritter Ranch Specific Plan open space requirements. Additional details for the single-family attached standards are included in the proposed Planned Development document.

Proposed VTTMs 51508-03 and 63145 are consistent with the previously approved VTTMs and, as previously described, are part of Phase 1B of Ritter Ranch SP PA 5. As discussed above, the Ritter Ranch SP allows for development of PA 5 with up to 2,591 dwelling units on 656 acres, for an overall density of approximately 4.0 dwelling units per acre (du/ac). As summarized in **Table 2: Summary of Proposed Development**, the two proposed VTTMs would create 135 single-family detached dwelling units, 492 single-family attached dwelling units, and approximately 12.2 acres of open space (for pedestrian, landscape/open space, greenbelt uses, and neighborhood recreation areas), an "A" Street roadway providing access to the neighborhood park located in PU 5U, all located on approximately 75.6 acres.

Table 2: Summary of Proposed Development

Planning Unit	Land Use	Dwelling Units	Acres	Open Space Lots	
				Neighborhood Recreation Area Number	Neighborhood Parks (Acres)
Residential					
5W-4	Single-Family Attached	74	8.3	N/A	0
5W-5	Single-Family Attached	111	11.2	N/A	0
5X-1	Single-Family Detached	135	25.0	4	0.30
5X-2	Single-Family Attached	307	18.9	5	0.57
	Total Residential	**627**	**63.4**	**N/A**	**0.87**
Non-Residential					
5U	Neighborhood Park (including access road)		5.5	4	Public
5T	Community Park (remainder from Phase 1A)		6.7	5	Public

***Approximate**
Source: Stantec. April 2024. *Planned Development. Ritter Ranch Phase IB, Land Development. Table 1: Residential Land Use Statistics and Table 2: Non-Residential Land Use Statistics.*

Two neighborhood recreation areas will be provided in-tract to supplement the one neighborhood park, and one community park[8]. Specifically, the proposed parks would occur within PU 5U (approximately 5.5-acre public Neighborhood Park) and in PU 5T (approximately 6.7-acre partial public Community Park). The Project PD includes the southern portion of Community Park PU 5T, the northern portion would be completed earlier to ensure timely delivery of the amenity program for Phase 1A.

Earthwork

The Ritter Ranch SP FEIR anticipated that significant grading would occur within Ritter Ranch including portions of natural drainage courses, over most of the gently sloped areas, and portions of the lower foothills in PAs 2, 4, 5 and 6 (total grading is estimated at 50 million cubic yards). According to VTTM No. 51508-03, Phase 1B anticipated approximately 450,798 cubic yards (cy) of soil cut and 482,698 cy of soil fill.[9]

[8] The Community Park site adjoins and will be part of a larger community Park that includes a portion approved as part of Phase 1A.
[9] There will be a borrow site located north of the tank site access road for additional fill required. This borrow site will be included in the tank access road grading plans.

Water Tank Access Road

Phase 1B includes an approximately 40-acre Ritter Ranch Water Tank area, consisting of a paved access road extending west from the intersection of Avenue S and Westland Drive to the proposed new water tank,[10] and an area set aside as a potential borrow site (refer to **Figure 6: Ritter Ranch Water Tank and Access Road**). The proposed paved access road parallels and crosses the Anaverde Creek as well as another unnamed seasonal drainage. A small access bridge would be constructed to allow access across Anaverde Creek.

Water Supply

The water supply proposed for Ritter Ranch will originate from several sources. The potable water supply will be acquired from Los Angeles County Waterworks District No. 40 (District 40) which serves as the water retailer to the Project site. District No. 40 obtains its water supply from water wholesaler Antelope Valley – East Kern (AVEK) Water Agency and is supplemented by groundwater pumped from the Antelope Valley Groundwater Basin by approximately 54 wells owned and operated by District 40[11]. AVEK water is treated at the Quartz Hill Water Treatment Plant, conveyed through the South Feeder transmission mains, and delivered through three separate turnouts. The backup water supply is obtained from groundwater wells located in the Lancaster Subunit of the Antelope Valley Groundwater Basin.[12] Refer to **Section 7.17: Utilities and Service Systems**, of this document for specific water supply details. As discussed in detail under **Section 7.17: Utilities and Service Systems**, Phase 1B is anticipated to have water supply available during normal, single-dry, and multiple-dry years within a 20-year projection.[13]

Off-Site Water Pipeline

Cannon, the Project's water/wastewater consulting engineer (see **Appendix 9**) has confirmed that there is sufficient water supply to serve the Project, contingent upon a phasing strategy to design and construct off-site water conveyance infrastructure in conformance with AVEK and District 40's requirements for the Project. The three required off-site water system facilities are listed as follows:

1. A 36-Inch Transmission Main in 25th Street West between Avenue O-8 to the O12/25th Street West Pump Station.
2. O12/25th Street West Pump Station.
3. A 36-Inch Transmission Main in 25th Street West between O12/25th Street West Pump Station and Ranch Vista Blvd.

Bio-Swale and Alternative Water Runoff Treatment Systems

Stantec prepared a Nuisance Runoff Assessment (NRA) for the Ritter Ranch Phase 1B Project. Findings from this report are summarized below and the report (refer to **Appendix 1**). The NRA notes that Phase 1B

[10] Stantec. April 2024. *Ritter Ranch Project, Phase 1B – Planned Development, Exhibit P – Trails Plan.*
[11] Los Angeles County Public Works. ND. *District Overview*. Available at: https://dpw.lacounty.gov/wwd/web/About/Overview.aspx, (accessed November 2023).
[12] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*.
[13] Cannon. July 1, 2024. *Ritter Ranch Phase 1B Water Supply Reliability Report* (see **Appendix 9**).

Project will have two proposed bio-swale systems to treat nuisance surface water flows from the proposed development area. One will be located in the northeast corner of Ritter Ranch Road and Westland Drive, treating flows from Tract 61345 and PA 5X-2. The second will be in the southern corner of PA 5X-4 and will treat runoff water from PA 5X-4 and 5W-4 coming from the west. The southern system will receive nuisance flow from a total of 44 acres (447 DU), through a low-splitter in the main line in Westland Drive, which then will discharge into the bio-swale where possible pollutants will be filtered and mitigated, then the water will discharge into an outflow pipe in the downstream of the swale, which then discharges to the downstream mainline and into Anaverde Creek.[14] The northern bio-swale will follow the same pattern and design as the southern bio-swale, it will receive an approximate 25 acres of nuisance flow (180 DU), where the runoffs will be routed from the mainline located on the future street between PA 5X-4 and 5W-4, into a low-splitter and then discharges to the proposed bio-swale, which then discharges back into the mainline and out to an offsite temporary channel to the west.[15]

In the event that the proposed bio-swale treatment is not feasible, a drywell treatment system is proposed as an alternative solution. The drywell system is an underground structure designed to manage and dispose of excess water, in this case, any nuisance water from the proposed Phase 1B Project site. This system helps to mitigate pollutants by filtering the excess water through the soil, thus protecting nearby streams from pollutants. Just like any other treatment systems, sizing and locations will depend on the amount of runoff while also being in mind of local code and regulations.

Project Approvals

The Project site covered by the proposed Project has a General Plan land use designation of Specific Plan (SP-Ritter Ranch) and is zoned Specific Plan. While the Ritter Ranch SP identifies a land use designation of SFA (single-family attached), in the prior PD approval for Phase 1A of Ritter Ranch, single-family detached homes were approved consistent with procedures and process provided in the Specific Plan. Single-family detached homes and single family attached units are proposed in the current PD and CUP applications consistent with procedures and process provided in the Specific Plan. Pursuant to the Specific Plan, the currently requested approvals do not require a General Plan Amendment, Specific Plan Amendment, or zone change.

The Project contemplates the approval of the two proposed VTTMs (VTTMs 51508-03 and 63145), proposed Ritter Ranch Phase 1B PD CDEV23-0002, and an associated residential planned development CUP to authorize alternative lot and subdivision design standards that implement a portion of PA 5 (Ranch Center) of the approved Ritter Ranch SP.

There is currently no specific order of construction phasing for each Phase 1B PU. Existing backbone infrastructure associated with Phase 1A will also serve Phase 1B such that construction of individual Project PUs would be able to commence without waiting for infrastructure to be built out by earlier phases of either Phase 1A or Phase 1B. This circumstance allows individual Phase 1B PU's to be developed independently of each other, in any order.

[14] Stantec. 2024. *Nuisance Runoff Assessment* (see **Appendix 1**).
[15] Stantec. *March 15, 2024. Ritter Ranch Project, Phase 1B – Nuisance Runoff Assessment*, Pages 6 and 7 (See **Appendix 1**).

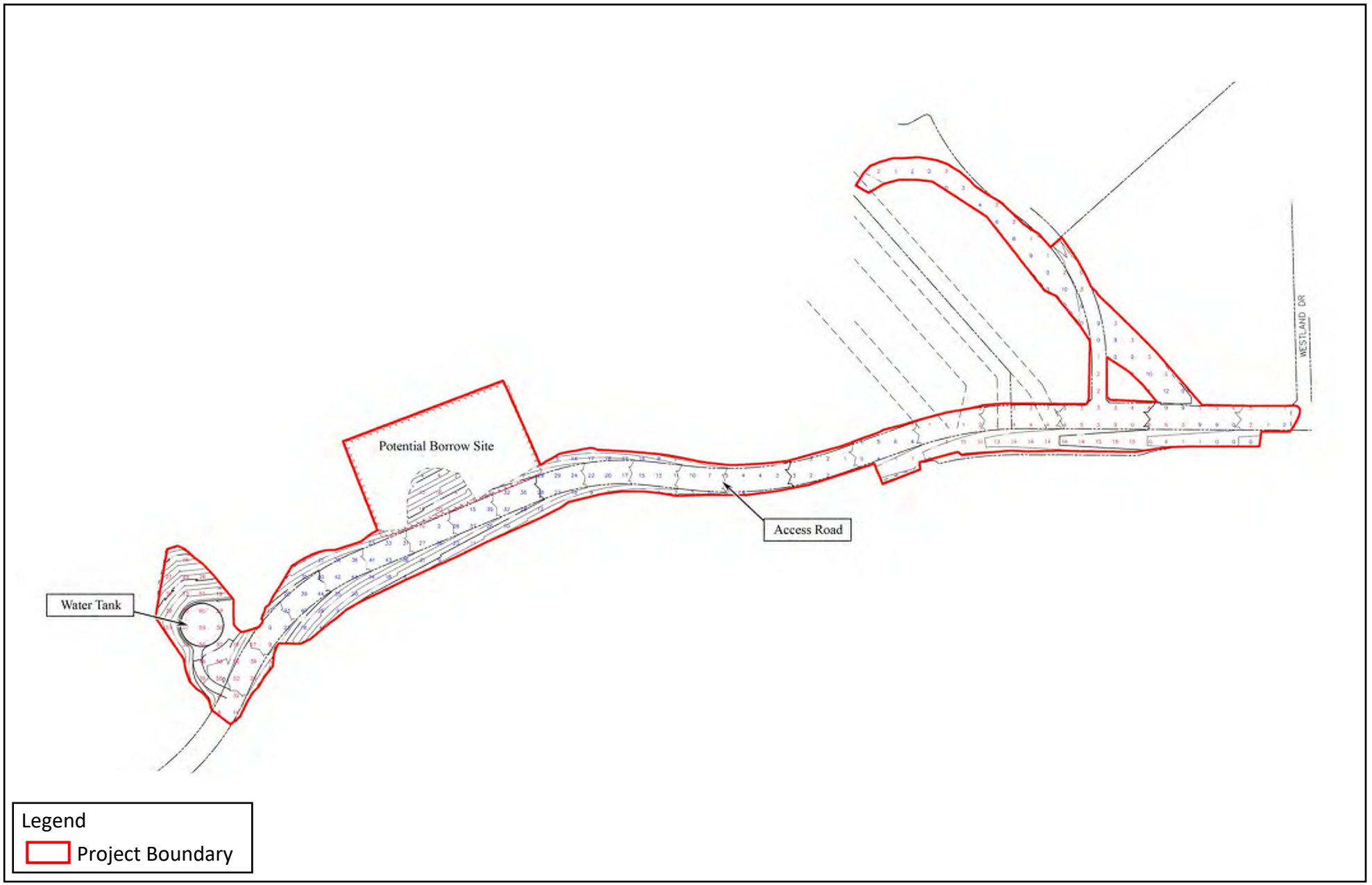


Source: Stantec Consulting Services, Inc., April 2024.

FIGURE 5: Planned Development Area
Ritter Ranch Specific Plan Project

Not to scale

Kimley»Horn



Source: Brian F. Smith and Associates, Inc., March 2022.

FIGURE 6: Ritter Ranch Water Tank and Access Road
Ritter Ranch Specific Plan Project

Not to scale

Kimley»Horn

6.0 CEQA REQUIREMENTS FOR RITTER RANCH SPECIFIC PLAN SUBSEQUENT PROJECT SUBMITTALS

Section 2.4 of the Specific Plan states that:

> *"All subsequent project submittals, such as site plans and tentative maps, shall be evaluated by the City to determine potential environmental impacts associated with the site-specific project submittal. For a negative declaration, mitigated negative declaration or finding of consistency, such proposed development must be consistent with the design, intent, density, use and development standards of the Ritter Ranch Specific Plan; otherwise, a Subsequent EIR or Supplemental EIR will be required. A Subsequent or Supplemental EIR may be required as provided by CEQA."*

As previously identified, when the City approved VTTMs 63145 and 51508-3, the City relied upon the findings of the Ritter Ranch FEIR in determining that no further CEQA review was required. Pursuant to Section 15162 of the CEQA Guidelines, no subsequent EIR may be required for a project unless the City determines, on the basis of substantial evidence, that one or more of the following conditions are met:

A. When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

   a. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

   b. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

   c. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

      i. The project would have one or more significant effects not discussed in the previous EIR or negative declaration;

      ii. Significant effects previously examined would be substantially more severe than shown in the previous EIR;

      iii. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

      iv. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

California Government Code Section 65457

California Government Code Section 65457 is a CEQA exemption that allows residential development projects, subdivisions, and zoning changes to be exempt from Division 13 of the Public Resources Code. The exemption applies if the project is consistent with a specific plan that has an environmental impact report (EIR) certified after January 1, 1980, and if none of the factors that would trigger a supplemental environmental review have occurred. However, if after adoption of a specific plan an event as specified in Section 21166 of the Public Resources Code occurs, the exemption provided by this subdivision does not apply unless and until a supplemental environmental impact report for the specific plan is prepared and certified in accordance with the provisions of Division 13 (commencing with Section 21000) of the Public Resources Code. The exemption also has a shorter statute of limitations than other CEQA exemptions. This EIR Addendum demonstrates that no subsequent or supplemental EIR is required, and the Project is consistent with the Ritter Ranch SP. As such, the City has the authority to deem the Project exempt from CEQA.

7.0 ENVIRONMENTAL ASSESSMENT OF THE PROPOSED PROJECT

Provided below is an environmental assessment of the proposed Project considering each of the environmental topics included in the checklist provided in Appendix G of the State CEQA Guidelines. The purpose of this section is to inform the appropriate form of CEQA-compliance documentation for the proposed Project. Notably, the proposed Project has been reviewed to determine if any of the conditions set forth in Public Resources Code Section 21166 and CEQA Guidelines Section 15162 requiring preparation of a Subsequent EIR or a Supplemental EIR have been met. The analysis and substantial evidence set forth in this Addendum demonstrates that none of the conditions described in CEQA Guidelines Section 15162 requiring preparation of a Subsequent EIR or a Supplemental EIR have occurred. Consequently, the analysis below and its supporting evidence provides the basis for finding that the proposed Project, with the implementation of the identified FEIR mitigation measures, is consistent with the analysis and findings in the Ritter Ranch FEIR.

The proposed Project incorporates applicable mitigation measures from the Ritter Ranch FEIR, which are identified in the Mitigation Monitoring Program included in Attachment A of this Addendum. The applicable mitigation measures identified in the Mitigation Monitoring Program will be included in the proposed Project's conditions of approval.

7.1 Aesthetics

The Ritter Ranch FEIR discusses potential aesthetic impacts in Section IV.F Aesthetics/Light and Glare. The FEIR concluded that development of the Ritter Ranch SP would result in significant and unavoidable impacts due to the loss of open space and vegetation, and that viewsheds in adjacent and surrounding areas also would be impacted; refer to **Appendix 10: Ritter Ranch FEIR Findings of Fact & Statement of Overriding Considerations**.[16] However, the Ritter Ranch SP provides substantial mitigation in the form of clustered development and extensive natural open space. However, after implementation of Mitigation Measures 56 through 65, significant impacts due to removal of natural habitat/open space, grading of hillsides and filling portions of natural stream courses, and increased lighting would remain.

The Project would allow the development of portions of the Ritter Ranch SP PA 5 with 135 single-family detached dwelling units, 492 single-family attached dwelling units, and 12.2 acres of neighborhood and community parks. The construction of backbone improvements such as roadways has commenced. Therefore, to a large extent, the long-term impacts such as the loss of open space, changes to the natural topography, and associated change in visual character addressed in the Ritter Ranch FEIR have already occurred within the Phase 1B site. Project site construction would result in temporary aesthetic impacts consistent with those identified in the FEIR, such as light and glare from construction machinery, security night lighting, and dust during construction.

The proposed Project site development would be visible from vantage points on- and off-site, as identified in the Ritter Ranch FEIR. Development of the Project site would be required to comply with the residential

[16] Ibid, Page 213.

Development Standards and Design Guidelines included in the Ritter Ranch SP, PD CDEV23-0002, and applicable mitigation measures outlined in the Ritter Ranch FEIR. The visual appearance of the Project would be consistent with what was evaluated in the Ritter Ranch FEIR. The Project would also be implemented in compliance with all applicable ordinances and requirements of the City Municipal Code related to light and glare, including Section 17.86.030, Outdoor Lighting which regulates new development and exterior alterations pertaining to outdoor lighting.

Therefore, the Project would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR related to aesthetics.

Ritter Ranch FEIR Mitigation Measures

#56 During project construction, the Applicant shall be required to provide appropriate screening (as with temporary fencing with opaque material), dust control, restricted construction hours, and a traffic control plan.

#57 All required landscaping will be installed in accordance with City Standards in effect at the time of approval of the landscape plan, prior to issuance of occupancy permits for a particular area.

#58 The Applicant shall be required to submit a detailed landscape Plan, to the satisfaction of the Director of Planning and the City Engineer. The Landscape Plan shall, at minimum, address special edge treatments for adjacent offsite areas (including Leona Valley), use of native vegetation, treatment of native vegetation in Specialty Parks, incorporation of natural channel areas within development areas and the golf course, and special screening techniques for aesthetically sensitive uses (including the amphitheater, Water Reclamation Plant, Equestrian Center, above-ground water storage tanks and commercial uses).

#59 Landscaping will be consistent with the Specific Plan in order to maintain a cohesive theme across the project site, and in order to reduce aesthetic impacts of structures to adjacent roadways and residential properties.

#60 Any lights used to illuminate the parking areas, driveways, and other exterior or interior areas, shall be designed and located so that direct lighting is confined to the property. The Applicant shall submit photometric lighting plans for commercial, multi-family and recreational projects. In addition to directional lighting, lighting should not be of greater intensity (wattage) than otherwise necessary for public safety.

#61 Project design shall incorporate additional techniques to reduce light and glare, such as use of opaque glass instead of reflective glass, and earthtone building materials in high visibility in high visibility areas.

#62 Flood control improvements shall utilize natural channels and/or be composed of natural materials with interspersed vegetation to maintain existing aesthetic qualities, where feasible, without jeopardizing the adequacy of flood control.

#63 Disturbed and landscaped areas shall be replanted with native vegetation with the existing native vegetation appropriate to the site, which will blend in with existing species.

#64 The project will follow the grading plans approved by the City and avoid disturbance of adjacent areas where possible.

~~**#65** To the extent feasible, removal of existing native trees and vegetation shall be minimized during project construction and grading, particularly within existing natural channels (this can be accomplished by staking sensitive habitat at the limits of grading to avoid incidental disruption). The project grading plan shall clearly indicate permit limits and areas to remain~~. [Not Applicable. Completed with original grading and no natural channel exists onsite.]

7.2 Agriculture and Forestry Resources

Agricultural resources are addressed in Section IV.G, Land Use, of the Ritter Ranch FEIR. The FEIR concludes that the losses of agricultural area will not be significant, because there are remaining areas in Leona Valley designated for heavy agriculture.[17] Forestry resources were added as an environmental topic in the CEQA checklist after preparation of the Ritter Ranch FEIR. However, there are no forest lands on the Project site, the National Land Cover Database categorizes land cover on the Project site as shrub/scrub.[18]

Additionally, based on review of the most current California Department of Conservation (DOC) Office of Land Conservation Farmland Mapping and Monitoring Program (FFMP) for Los Angeles County, the Project site and surrounding areas are not designated as containing important farmland (Prime Farmland, Unique Farmland, or Farmland of Statewide Importance); The Project site is designated Grazing Land and Other Land.[19] Additionally, there are no lands under a Williamson Act Contract within the Project site or the surrounding area.[20] The Project site is zoned Specific Plan (SP) – Ritter Ranch by the City.[21]

Therefore, the Project would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR related to agricultural and forestry resources.

7.3 Air Quality

The Ritter Ranch FEIR concluded that even with implementation of the identified mitigation measures, implementation of the Ritter Ranch Specific Plan would have significant and unavoidable impacts air quality impacts associated with fugitive dust and particulates during construction, and emissions during operations. Cumulative air quality impacts were also determined to be significant and unavoidable; refer to **Appendix 10: Ritter Ranch FEIR Findings of Fact & Statement of Overriding Considerations**. Local impacts (i.e., carbon monoxide "hot spots" were determined to be less than significant.

[17] Ibid, Page 194.
[18] CDFW. ND. BIOS, *NLCD 2016 Land Cover Layer*. Available at: https://apps.wildlife.ca.gov/bios/?bookmark=940, (accessed November 2023).
[19] DOC. 2022. *California Important Farmland Finder*. Available at: https://maps.conservation.ca.gov/dlrp/ciff/, (accessed May 2024).
[20] California Department of Conservation. 2022. *California Williamson Act Enrollment Finder.* Available at: https://maps.conservation.ca.gov/dlrp/WilliamsonAct/, (accessed May 2024).
[21] City of Palmdale. 2023. *Palmdale Zoning Map.* Available at: https://www.cityofpalmdaleca.gov/DocumentCenter/View/516/Zoning-with-street-labels-PDF?bidId=, (accessed November 2023).

However, the Ritter Ranch FEIR noted that incorporating a comprehensive emissions minimization program into an air quality element can have a measurable benefit for the Ritter Ranch area. While mitigation measures would not reduce impacts to less-than-significant levels implementation of Mitigation Measures 21 through 30 would still reduce air quality impacts.

The Ritter Ranch FEIR used URBEMIS #2 (URBan EMISsions), a computer program developed by California Air Pollution Control Officers Association (CAPCOA) to estimate emissions from various land use development projects and EMFAC7C (EMission FACtors) developed by California Air Resources Board (CARB) to calculate vehicle emissions. Both programs were current in 1990 when the air quality analysis was conducted.

Vehicle CO and NO_X emission rates fell by 75 and 95 percent, respectively, between 1990 and 2018.[22] In addition, CO_2 emissions decreased by 25 percent between 1990 and 2017 due to stricter fuel economy standards in the late 2010s.[23] Therefore, criteria pollutants generated from vehicle emissions have clearly decreased since the 1990 Ritter Ranch Specific Plan air quality analysis was prepared.

The proposed Project would not change the type of use or increase the total amount of development anticipated by the Ritter Ranch Specific Plan, and as evaluated in the Ritter Ranch FEIR. The Project proposes the development of 135 single-family detached dwelling units (DUs) in PU 5X-1 and 492 single-family attached DUs within Pus 5W-4, 5W-5, and 5X-2 for a total of 627 DUs proposed. The previous Phase 1A had 285 units allocated from PU 5W, therefore the total 5X and 5W unit count for 1A and 1B is 912 units. PUs 5W and 5X will require allocation of additional DUs to achieve the desired density. Ritter Ranch Specific Plan Section 8.17.2.3 allows for a density transfer of 20 percent from other PUs. The PD proposes the transfer of 92 DUs from unallocated units in an unspecified Planning Unit in PA 5 to satisfy the total unit count of 912. It should be noted that the base DU capacity for PA 5 is 2,591 units and therefore 1,411 units remain after allocations to Phase 1A and 1B. Because the same types of uses would be developed with the previously approved Project area, the type of operations and associated types of pollutant emissions would also be the same.

Due to federal and State requirements for cleaner and more fuel-efficient construction equipment, cars and light trucks that have been adopted and enforced since the certification of the Ritter Ranch FEIR, emissions of vehicle pollutants (mobile emissions) can be expected to be less than those considered in the Ritter Ranch FEIR. Therefore, with the reduction in units proposed for PUs 5W-4, 5W-5, 5X-1, and 5X-2, mobile source emissions from the proposed Project would be reduced compared to that anticipated in the Ritter Ranch FEIR.

As a result, it can be assumed that buildout of the Ritter Ranch Specific Plan would result in fewer or equal vehicle trips that would generate less emissions than those analyzed in the Ritter Ranch FEIR, for the reasons previously noted which state that vehicle emissions have decreased greatly since 1990. However,

[22] Energy Institute at HAAS. August 2023. *Regulating Untaxable Externalities: Are Vehicle Air Pollution Standards Effective and Efficient?* Available at: https://haas.berkeley.edu/wp-content/uploads/WP334.pdf.
[23] Ibid.

even with implementation of Ritter Ranch FEIR Mitigation Measures 21 through 30, potential impacts to air quality would likely remain significant and unavoidable.

Based on the findings noted above, the Phase 1B Project would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR related to air quality.

Ritter Ranch FEIR Mitigation Measures

#21 To mitigate potential dust generation impacts, the project will comply with State, County and City dust control regulations. These regulations are intended to provide sufficient protection so as to prevent the soil from being eroded by wind, creating dust, or blowing onto a public road or roads or other public or private property.

#22 In addition to watering prior to and during grading (as discussed in SCAQMD Rule 403), the application of water and dust that solidify loose soils shall be implemented for construction vehicle access, as directed by the City Engineer.

#23 Grading activity shall be suspended when local winds exceed 30 miles per hour. To validate wind velocities and/or rainfall amounts, the installation of a minimum of two remote weather stations will be required at locations determined by the City Engineer.

#24 Heavy construction equipment shall use low sulfur fuel (0.05% by weight) and shall be properly tuned and maintained to reduce emissions.

#25 Construction activities shall be phased and scheduled to avoid high ozone days; the extent feasible.

#26 Construction will be discontinued during second stage smog alerts.

#27 The Applicant shall, as required by the Planning Department and the City of Palmdale's proposed Air Quality Element, implement applicable Tier I Control Measures contained in the Final 1991 AQMP, as may be subsequently amended. Additionally, the Best Available Guidelines published by SCAQMD shall be used. As project buildout will occur over a 20-year period, subsequent phases/approvals will be held to Tier II and Tier III measures which are implemented as mandatory AQMD Rules and Regulations applicable to the project phase. General measures which shall be applied for the development include:

a) Encourage the use of alternative transportation modes by promoting public transit usage and providing secure bicycle facilities. The applicant will implement the trails system indicated in the Specific Plan including pedestrian, bicycle and equestrian facilities. The applicant shall distribute educational material at the time of occupancy to all businesses and homeowners regarding the availability of public transit, ridesharing and other alternative transit methods and the location of bicycle routes in the project vicinity. In addition, the educational material, as reviewed and approved by the City of Palmdale Planning Department shall describe the available methods for reducing energy consumption.

b) Provide mass transit accommodations such as bus turnout lanes and bus shelters if determined necessary by the City Traffic Engineer. As final plans are developed, these features should be considered.

c) The applicant shall contribute a pro-rata share toward acquisition and construction of a Park and Ride facility in the Avenue S/SR-14 vicinity. This shall include design and construction of one space per ten dwelling units (up to 400 total spaces). This mitigation measure shall be satisfied prior to occupancy of fifty percent of the total dwelling units approved for the project as a whole.

d) Encourage the placement of dwelling units to take full advantage of solar energy for natural heating and cooling as recommended in Section 7.5.1.6 of the Specific Plan in order to reduce the use of electricity and natural gas within the project area.

e) The applicant shall utilize Best Available Control Technology to control volatile organic compounds and Toxic Air Contaminants as required by SCAQMD Rules and Regulations. The Best Available Control Technology Guidelines, published by SCAQMD, shall be used to assess compliance with the mitigation measure.

#28 Prior to subsequent approvals, energy conservation practices, as required by the Subdivision Map Act, Building Energy Efficiency Standards (California Energy Commission), and slate and local laws, shall be incorporated into the design of the project to have the secondary effect of limiting stationary source pollutants both on and offsite.

#29 [Mitigation Measure 29 was omitted from the Final EIR.]

#30 Projects that exceed SCAQMD threshold levels shall contribute to traffic mitigation programs imposed on the development in effect at such time building permits are issued for the project, and each part thereof.

7.4 Biological Resources

Section IV.D of the Ritter Ranch FEIR addresses biological resources. The Ritter Ranch FEIR concluded that buildout of the Ritter Ranch SP and other annexation areas would result in the loss of over 3,000 acres of habitat with loss, displacement, or disruption of associated wildlife.[24] This is considered a significant and unavoidable impact even after implementation of the identified feasible Mitigation Measures 36 through 49. Additionally, the Ritter Ranch FEIR concluded that implementation of the Ritter Ranch Specific Plan in combination with future development in the surrounding area would result in a significant and unavoidable cumulative loss of natural resources; refer to **Appendix 10: Ritter Ranch FEIR Findings of Fact & Statement of Overriding Considerations**[25] According to the Ritter Ranch FEIR, these cumulative impacts could be mitigated on a project-by-project basis by funding and the implementation, restoration, and enhancement of the existing rare and endangered plant communities, as applicable.

[24] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas.*

[25] Glenn Lukos Associates. 2018. *Biological/Regulatory Overview. Special Status Animal Species Evaluated for the Ritter Ranch Property*, Pages 11 -17.

Glenn Lukos Associates prepared a Biological/Regulatory Overview for the Ritter Ranch Phase 1 Development Project area, and a Precursory Review for the Ritter Ranch, Phases 2 and 3 Development Project (refer to **Appendix 2: Biological/Regulatory Overview**). The original Phase 1 area of the Ritter Ranch Specific Plan Development Project includes Phases 1A and 1B. Refer to **Figure 2** and **Figure 5**.

Sensitive Species

With respect to potential impacts to sensitive plant and wildlife species, the Project site lacks large trees that would be considered suitable nesting habitat for species, such as the Swainson's hawk (*Buteo swainsoni*) (CDFW State Threatened), or ponded areas for species such as the California red-legged frog (*Rana draytonii*) (CDFW State Threatened).[26] Therefore, there is no potential for these species to occur within the Project site. Recently, four bumble-bee species were listed as candidate species under CESA. Of these species, only Crotch's Bumble Bee's range includes the Project Site.[27] Given the highly disturbed nature of the Project site, this species has a low likelihood of occurrence, although there may be habitat along the water tank access road alignment and water tank pad. Mitigation Measure No. 48 will require a habitat assessment prior to grading. Should any listed species be detected during focused surveys, the applicant would be required to coordinate with CDFW to implement appropriate mitigation or compensation pursuant to CESA.

Although previous focused surveys did not detect burrowing owl (*Athene cunicularia*) (CDFW State Species of Special Concern), this species has potential to occur within the Project site. Mitigation Measure 48 of the Ritter Ranch FEIR—which applies to the Project—requires focused surveys be conducted by a City approved biologist to establish the presence or absence of sensitive species (as defined by federal, state, or local laws) on the Project site.[28] If sensitive species are present, applicable mitigation shall be implemented per federal, state, and local Endangered Species Protection regulations as determined necessary by the City Planning Director.[29] Accordingly, in 2022 ELMT Consulting conducted a focused burrowing owl (*Athene cunicularia*) survey for the Project. The focused burrowing owl survey consisted of four separate surveys conducted on April 14, May 6, May 31, and June 21, 2022. The surveys were conducted to document the presence/absence of burrowing owl on the Project site. No burrowing owls were observed during these focused surveys.[30] The findings of the focused burrowing owl survey are provided as **Appendix 3.** Prior to Project construction activities, through implementation of Ritter Ranch FEIR Mitigation Measure 48, follow-up botanical and pre- construction burrowing owl surveys would be conducted to confirm the conclusions of the focused surveys. In sum, potential impacts would be less than significant.

With respect to special-status plants, the Project site visit conducted by Glenn Lukos Associates for the Biological/Regulatory Overview was not conducted during the typical blooming period for most special-status plant species; therefore, there is a limitation relative to detection and the presence/absence of

[26] Ibid.
[27] https://wildlife.ca.gov/Conservation/CESA#bumble-bee (accessed November 25, 2024).
[28] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*, Page 165.
[29] Ibid.
[30] ELMT Consulting. 2022. *Burrowing Owl Focused Survey for the Ritter Ranch Residential Development Project Located in the City of Palmdale, Los Angeles County, California,* Page 1.

special-status plant species could not be confirmed. However, a focused botanical survey was conducted for the Ritter Ranch FEIR and no listed special-status plants were detected.[31] Based on the negative survey results during pre-disturbance conditions, and due to the removal of native topsoil resulting from grading to construct streets listed species are not anticipated to occur on the Project site.

In addition, in 2022 ELMT Consulting also conducted a focused special-status plant survey for the Project, which included two separate focused plant surveys to coincide with the flowering periods of those special-status plant species known to occur within the general vicinity of the Project site. The findings of the focused special-status plant survey are provided as **Appendix 4**. No special-status plants were observed on the Project site during the focused plant surveys.[32]

Lastly, during the biological survey conducted for the Ritter Ranch FEIR, 64 bird species were identified. Two of the species, the European Starling and the House Sparrow were documented to be not native North American avifauna. The native birds that are expected to breed within the Ritter Ranch SP area include the Western Wood Pewee, Ash-throated Flycatcher, Scott's Oriole, and the Wilson's Warbler. Primarily desert birds that were seen in the more arid, Joshua Tree/Juniper Woodland habitat include Scott's Oriole, Phainopepla, and Cactus Wren. Both the red-tailed Hawk and the Golden Eagle were seen flying over Ritter Ridge. It is not likely that either species would nest in the Ritter Ranch SP area, but there are historical nesting records of eagles within five miles of the Ritter Ranch SP area. Due to the lack of trees on the Project site, it is anticipated that these birds would remain off-site as previously determined under the Ritter Ranch FEIR. Additionally, this would be verified through the implementation of Mitigation Measure 48 that would confirm that potential impacts to sensitive birds would be less than significant.

In sum, suitable habitat for additional State and Federally listed species is not supported within the Project site; therefore, listed species are not expected to occur. Further, while the Project site has potential to support non-listed special-status species, it is not expected that any listed or non-listed special-status wildlife species would occur within the Project site that were not previously addressed in the Ritter Ranch FEIR. With implementation of Ritter Ranch Mitigation Measure 48, potential impacts to sensitive plant and wildlife species would be less than significant.

Jurisdictional Drainages

According to the Biological/Regulatory Overview, due to the grading activities that have occurred onsite, the development footprint of Phase 1B no longer contains jurisdictional drainages.[33] The development footprint is established pursuant to the Phase 1B grading plan, and any deviations from that grading plan would require City and/or regulatory agency approvals as appropriate. Future grading and construction activities associated with the proposed water tank access road (required to provide access to the water tank necessary to provide water to Phase 1B) may affect a small drainage course; refer to **Figure 6**. The potential disturbance to the small drainage course associated with the future water tank access road is

[31] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*, Page 176.
[32] ELMT Consulting. 2022. *Special-Status Plant Survey for the Ritter Ranch Residential Development Project Located in the City of Palmdale, Los Angeles County, California,* Page 4.
[33] Ibid.

consistent with the Ritter Ranch SP Final EIR analysis which assumed the impact of this natural drainage course at a much larger scale. Additionally, as part of the Phase 1B Project, the water tank access road has been realigned to avoid the "larger" drainage course previously assumed to be impacted. The access road drainage course impacts would be addressed through Final EIR Mitigation Measure Nos. 38 and 40.

Conclusion

Based on the analysis above, the Project would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR related to biological resources with implementation of applicable mitigation measures.

Ritter Ranch FEIR Mitigation Measures

#37 Prior to Development Application approval, setbacks or other alternatives identified in a site-specific biological study will be provided to reduce impacts to raptor nesting sites and other biological resources as listed in Section IV.D, Table 11, Preferred Development Envelop Setback Distances, of the Ritter Ranch FEIR. However, actual setbacks for each resource may vary less or more than the recommended distance as determined by a site-specific biological report, reviews and approved by the Director of Planning. Setbacks less than the recommended distance may constitute a locally significant impact.

~~**#38** At the time of construction improvements, bridges, or oversized culverts, as determined by a qualified biologist and reviewed and approved by the Director of Planning shall be constructed within the canyons of Rogers Creek, Pine Creek, and Ritter Canyon where development areas or access roads would isolate wildlife. This would allow wildlife movement across the site and into other portions of the region.~~ [Not applicable. Development will not isolate wildlife in any way.]

#39 Fuel break shall be from 20 to 100 feet in width and shall be manually cleared to avoid exacerbation of erosion. The fuel brake system must conform to fire code standards. The fuel brake system shall not be computed for credit purposes as open space due to the significant modification of the native vegetation which is required for the fuel break.

~~**#40** Prior to Development Application approval, portions of the site shall be designated for restoration, enhancement, or expansion of wetland habitat. Portions to be designated will be subject to Director of Planning approval but, at a minimum, the proposal shall equate to a 1:1 replacement of impacted wetlands. A Wetlands Restoration Plan, indicating specific guidelines, designation of areas suitable for mitigation, and an explanation of methods which will assure permanent preservation, shall be submitted for review and approval by the City of Palmdale, California, Department of Fish and Game, and U.S. Army Corps of Engineers. Said plan shall be consistent with restoration required for the Amargosa Creek Improvement Project.~~ [Not Applicable. Biological studies determined that the Project site does not contain any wetlands or wetland habitat.]

~~**#41** As directed by the City, the applicant shall conduct periodic removal of Tamarisk infestations (to include at minimum an initial clearing of specimen trees followed by annual juvenile Tamarisk removals for the next two years). In addition, infestations of *Arundo donax*, in any area located within the property, shall be eradicated to ensure that the development does not act as a point source for continued~~

~~infestations into the National Forest.~~ [Not Applicable. Biological studies determined that the Project site does not contain specimen trees.]

#42 Plants such as Pampas grass, African Fountaingrass, Tamarisk, Castor bean, *Arundo donax*, and exotic Fescues shall not be planted within the Ritter Ranch SP area. A review of the Landscape Plan's plant selection shall be made by a qualified revegetation biologist approved by the City Engineer and Director of Planning prior to Landscape Plan approval. The applicant shall also require that residences exclude these plants from their landscaping (as through Covenants, Codes and Restrictions enforced by a Homeowners Association).

#43 Trails within the natural open space areas shall prohibit the recreational use of four-wheel and three-wheel vehicles, motorized dirt bikes, and motor cross bicycles. Special gates and barriers shall be installed and maintained at trail access points to ensure that recreational vehicle access is prohibited.

#44 The Applicant shall post signs along trail systems which designated trail boundaries for recreational uses, in order to minimize incidental disruption to open space, vegetation, and wildlife.

#45 Slopes at the edge of the development shall be revegetated with low combustible plant material as approved by the City Engineer.

~~**#46** The Specific Plan shall include a condition to either exclude the maintenance of horses on private property, due to too small lot size or to maintain such animals in corrals of specific size, as determined appropriate by the City. In large lots with adjacent natural areas, it is important to limit grouping of horses or other livestock to prevent destruction of native plants.~~[Not applicable. No horse sized lots would be located within the Phase 1B.]

~~**#47** The Applicant shall apply for and receive a 404 Permit from the Army Corps of Engineers and a 1603 Agreement from the California Department of Fish and Game prior to Grading Plan approval in areas which include wetlands due to the projects impact on lands under the jurisdiction of these areas.~~ [Not applicable. This mitigation does not apply to Phase 1B due to the City's existing Municipal Code 17.89.030.]

#48 Prior to Development Application approvals, focused surveys shall be conducted by a City approved biologist to establish the presence or absence of sensitive species (as defined by Federal, State, or Local laws) on the development site. Should sensitive species be present, applicable mitigation shall be implemented per Federal, State, and Local Endangered Species Protection regulations as determined necessary by the City Planning Director.

~~**#49** The Joshua Tree Woodland area shall be protected by in situ preservation of the habitat or, at the option of the City, acquisition equivalent, offsite habitat within the Sphere of Influence of the City of Palmdale. Preservation is considered to include fencing of the site and dedication of an open space easement to the City of Palmdale. Areas adjacent to the woodland should have a 50 to 150 foot setback from the Joshua Trees, other measures as recommended in a site-specific biological study (refer to Table 11 of the Ritter Ranch FEIR, Preferred Development Envelopment Setback Distances).~~

A. ~~Where possible, development of residential or commercial structures within the Specific Plan area should be designed to avoid displacement or destruction of Joshua Tree habitat. Areas adjacent to the woodland should have a 50-foot setback from the Joshua Tree plans unless a shorter distance is identified in a site-specific biological report. Within that setback, native plant cover should be restored to natural habitat values to serve as a buffer if such plant cover is not present.~~

B. ~~Upon implementation of the project, any Joshua Tree plants that are removed will be transplanted to onsite landscaped areas and/or offsite.~~

C. ~~A Joshua Tree Preservation and Transplantation Plan will be developed and submitted to the City of Palmdale Director of Planning for review and approval prior to grading permit issuance~~.

[Not applicable. There is no Joshua Tree Woodland area onsite.]

~~**#50** The Maple Canyon Spring shall be protected by ensuring that trails do not direct people to the vicinity of the spring. The McDill Loop trail depicted on Exhibit 24 of the Ritter Ranch SP shall be reviewed to determine its proximity to the spring. The alignment of this trail will be modified if field inspections determine that the spring is visible from the trail.~~ [Not applicable. The McDill Loop trail is not within or near Phase 1B.]

7.5 Cultural Resources

The Ritter Ranch FEIR addresses cultural resources in Section IV.J, Cultural Resources, which concluded that with implementation of required Mitigation Measures 78, 79, 80, 81, 82, 84, 85, 86, 87, 88, 89, 90 and 91 impacts to cultural resources would be reduced to a less than significant level.

In 2022, BFSA Environmental Services (BFSA), conducted a focused Cultural Resources Study Update for Phase 1B (refer to **Appendix 5**) and archaeological survey identified as Phase I Cultural Resource Assessment (refer to **Appendix 6**). As part of the focused cultural resources study update a site records forms search was conducted at the South-Central Coastal Information Center (SCCIC) at California State University, Fullerton. Information regarding archaeological sites and studies within a quarter-mile radius of the Project site was compiled.[34] A search was also done through the National Register of Historic Places, Archaeological Determinations of Eligibility, the Office of Historic Preservation, the California Register of Historical Resources, and the Directory of Properties in the Historic Property Data File.[35] The results of the records search identified 10 recorded resources within one-quarter mile of the Project site. Of these recorded resources, only one resource, P-19-100989, an isolated prehistoric flake, or "isolate," was recorded within Phase 1B during the latest cultural resources update conducted for Phase 1B by BFSA.[36] A historic prehistoric flake is a piece of stone waste left over after shaping a stone tool using a process called flintknapping. Flakes are also known as debitage or lithic flakes. Since the isolate is considered an isolated find, is not considered a historical resource under CEQA.

[34] BFSA Environmental Services. 2022. *Cultural Resources Study Update for Phase 1B of the Ritter Ranch Project*, Page 3.
[35] Ibid.
[36] Ibid.

The field review of the Project site identified that between February 2005 and March 2006, the Phase 1B area was superficially impacted with roadway improvements associated with previous work conducted for the Ritter Ranch Phase 1A, but final grading was never completed. At that time, an unnamed street and adjacent canal were constructed in the northeastern corner of VTTM 51508-03, extending between Westland Drive and City Ranch Road.

Work associated with the BFSA cultural resources study update determined that no new cultural resources were identified within the Project site during the latest field review.[37] However, given the Project's proximity to natural sources of water and other prehistoric sites, the potential still exists for previously unidentified resources to be inadvertently uncovered during future Project site development.[38] Therefore, the archaeological and paleontological mitigation measures established within the Ritter Ranch FEIR are still applicable to the proposed Project and all future ground disturbance within VTTM 51508-03 must be monitored by an archaeologist, Native American, and paleontologist.

The issue of Tribal Cultural Resources was added to the CEQA Guidelines in response to California Assembly Bill 52 (AB 52), which requires consultation with affected tribes regarding potential tribal cultural resources that may be impacted by a development. However, the provisions of AB 52 apply only to projects that have a notice of preparation or a notice of negative declaration or mitigated negative declaration filed on or after July 1, 2015. Therefore, AB 52 requirements are not applicable to the Project. However, the Project Applicant and the City would continue to work with the consulting tribes throughout the life of the Project, as described in Ritter Ranch FEIR mitigation measures 79 through 82. All aspects of the proposed Project have been conducted in cooperation with Native American representatives from the San Fernando Band of Mission Indians.

Based on the analysis above, the Project would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR related to cultural resources including paleontological resources.

Ritter Ranch FEIR Mitigation Measures

#78 Reports, maps, or figures with plotted site locations are considered confidential and are to be released only on a clearly defined "need to know" basis.

#79 Prior to the issuance of grading permits for each area of the Ritter Specific Plan, a qualified archeologist shall be retained at the expense of the developer to formulate and carry out an Archeological Monitoring Program for that particular area. The Archeological Monitoring Program as approved by the Director of Planning shall include, but not be limited to measures identified in Ritter Ranch FEIR.

#79a The following additional work shall be performed by a qualified archeologist, retained by the Developer, and approved by the Planning Director. Because the introduction of residents into the area will result in the degradation of these archeological sites, the required testing specified below and

[37] Ibid, Page 7.
[38] Ibid.

preparation of the subregional report shall be completed, and reviewed and approved by the Planning Director, prior to recordation of the first parcel map or tract map prepared for the project.

Lan-947: There is an additional petroglyph boulder that needs to be recorded. Since the site cannot be preserved in place as the project is currently designed, test units shall be excavated to determine whether subsurface deposits are present. If any are encountered, data recovery shall be conducted.

Those sites, which contained surface artifacts but were only auger tested shall be tested with at least one standard test unit per site. The testing program shall be submitted to the City Planning Department for review and approval prior to commencement. In addition, untested cupule sites and hunting blinds shall also be tested in this manner. Any additional testing shall be required as a mitigation measure for the development application.

A subregional analysis shall be prepared to provide a basis for significance determinations. It shall include a research design that would set standards for future work in the Ana Verde/Sierra Pelona subregion.

Cupule boulders, which have to be relocated, must be done under the direction of a qualified archeologist who will give careful attention to orientation of the boulders. The boulders shall be moved prior to site disturbance in their immediate vicinity to a location approved by the Planning Director. Since context will be lost, some shall be relocated in an interpretive center where they can be used for educational purposes. Representative artifacts could be worked into some sort of display for an interpretive center as well.

#80 Required research salvaging and/or protection of known sites shall occur prior to approval of a grading permit within the affected area of resources (to the extent feasible/ sites shall be protected in place). This includes, but is not limited to the following:

- 767, 917, 1247, 1281, RR-28H, RR-33, RR-39, and RR-40.

#81 Monitoring during grading activities shall be accomplished by an archaeologist approved by the Director of Planning. Said archaeologist shall be present at any pre-grading conference and shall have the power to enforce required mitigation measures related to cultural resources. Mass grading activity shall be periodically monitored, particularly during initial site clearing, to ensure that any buried archaeological deposits which may exist on the property are detected. This monitoring shall be maintained until undisturbed bedrock is exposed. The monitoring archaeologist shall be prepared to document and recover any material which appears as quickly as is consistent with standard archaeological practice. If determined necessary, the archaeologist may halt grading to ensure adequate salvaging and/or protection of cultural resources (upon which the Director of Planning and Applicant shall be notified).

#82 Areas to be disturbed by grading shall be reexamined for cultural resources following removal of the vegetation cover and during initial grading stages. If cultural resource sites are exposed by this activity, they shall be subjected to appropriate test excavation and salvaging/protection efforts.

~~**#83** Reports, maps or figures with plotted fossil localities are considered confidential and are to be released only on a dearly defined 'need to know basis~~. [Not Applicable. There are no plotted fossils.]

#84 Prior to issuance of a grading permits for each area of the Ritter Ranch SP, a qualified paleontologist shall be retained at the expense of the developer to formulate and carry out a Paleontological Monitoring Program for that particular area. The Paleontological Monitoring Program approved by the Planning Director shall include, but not be limited to measures identified in the Ritter Ranch FEIR.

#85 A qualified paleontologist shall be retained to monitor and, if necessary, salvage scientifically significant fossil remains.

#86 The paleontologist shall have the power to temporarily divert or direct grading efforts to allow evaluation and, if necessary, salvage of exposed fossils.

#87 The matrix samples for microvertebrates shall be submitted for processing and identification at a facility such as the Los Angeles County Museum of Natural History.

#88 Paleontological monitoring efforts shall be based on the sensitivity of the geological units being excavated, the number of equipment in operation at one time, and the amount of material (in cubic yards) being moved.

A. Geological units of "high" sensitivity shall be monitored on a full-time basis. If more than one piece of heavy equipment is being run simultaneously and/or more than 25,000 cubic yards of earth is to be graded per day, then additional monitors will be needed.

B. Geological units of "low" sensitivity require monitoring at least once every five days of grading activity. If significant fossils are recovered during grading, then a change in palaeontologic sensitivity would be warranted, and full-time monitoring could be needed.

C. Geologic units of "no" palaeontologic sensitivity will not require monitoring.

#89 Matrix samples for micro vertebrate screening shall be collected and processed during monitoring. If microvertebrates are present, up to 6,000 pounds of matrix will need to be sampled. This material can be placed to one side of the active grading so as not to delay the project. Screening may be done onsite.

#90 All fossils collected need to be prepared to the point of identification. These remains should be donated to an institution with an educational and/or research interest in the materials and a retrievable storage system.

#91 A final report summarizing findings, including an itemized inventory, contextual stratigraphic data, and photographs shall accompany the fossils to the designated repository with an additional copy sent to the City of Palmdale Planning Department.

7.6 Energy

Prior to the 2018 updates to the CEQA Guidelines, the topic of energy was not evaluated in detail in CEQA documents. Additionally, regulatory changes do not constitute new information requiring subsequent or supplemental environmental review if the information about the underlying issue was known or should have been known at the time the original EIR was certified.

The Ritter Ranch FEIR discusses energy in Section IV.B Air Quality, addressing that project-related energy demand that is met by burning fossil fuel will contribute to air pollutant emissions. Mitigation Measure 28 from the Ritter Ranch FEIR requires that energy conservation practices, as required by the Subdivision Map Act, Building Energy Efficiency Standards (California Energy Commission), and state and local laws, be incorporated into the design of the Project to limit pollutants on and off site.[39]

The Project proposes single-family attached and detached dwelling units and associated open and park spaces. These land uses are planned for in PA 5 of the Ritter Ranch SP, and consistent with the intensity of development contemplated within PA 5. The Project includes the development of up to 135 single-family detached dwelling units, 492 single-family attached dwelling units, and associated open space and landscape areas. The construction and operation of the proposed residential units would be the same as that anticipated in the Ritter Ranch FEIR.

Energy demands relating to construction of the Project would include energy and fuel used by construction equipment, construction worker vehicles, and construction vendor/hauling vehicles, coupled with construction energy efficiency/conservation measures. Electricity and fuel used by construction equipment for the Project would be typical for the type of construction proposed because there are no aspects of the proposed construction process that are anticipated to be unusually energy-intensive, and construction equipment would conform to applicable California Air Resources Board (CARB) emission standards, which promote equipment fuel efficiencies. Additionally, gasoline and diesel fuel would be supplied by local and regional commercial vendors. It should be noted that fuel efficiencies are improving for on- and off-road vehicle engines due to increasingly stringent government requirements compared to when the Ritter Ranch FEIR was prepared.

Energy consumption for construction of the Project would represent a "single event" demand and would not require ongoing or permanent commitment of energy resources. It is also not anticipated that the Project would require the use of construction equipment or process that are less energy efficient than at similar construction sites. For context, emission standards for nonroad (or off-road) engines and vehicles, such as those used in construction are set by the US EPA. The first federal standards (Tier 1) for nonroad diesel engines went into effect in 1996. Since that time the EPA has continued to lower emission limits, Tier 4 standards have reduced emissions by 80 to 90 percent over Tier 1 standards and construction equipment is now 11 to 15 percent more fuel efficient than in 1996.[40] Therefore, construction equipment that would be used on the Project site would have less pollutant emissions than those originally assumed in the Ritter Ranch FEIR analysis because of the continuing reduction in emission rates resulting from federal and State requirements for cleaner diesel engines. Applicable air quality mitigation measures identified in the Ritter Ranch FEIR would be incorporated into the proposed Project. Consequently, construction energy consumption would not be considered inefficient, wasteful, or otherwise unnecessary.

[39] Robert Bein, William Frost & Associates. *1992. Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*, Page 120.
[40] 2022 CalEEMod UserGuide Appendix G. https://www.caleemod.com/user-guide.

The Project would be required to comply with Ritter Ranch FEIR Mitigation Measure 28 requiring that applicable energy conservation regulations be incorporated into the Project design.[41] Current energy efficiency requirements are far more stringent than when the Ritter Ranch FEIR was certified in 1992. The Project would be required to comply with current energy standards, including California Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings and the Title 24 California Green Building Standards Code (CALGreen). The California Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings are updated every three years, and they were last updated in 2022 and became effective on January 1, 2023.[42] CALGreen contains mandatory and voluntary requirements for new residential and nonresidential buildings and went into effect in 2009. CALGreen is also updated on a regular basis, with the most recent approved update consisting of the 2022 CALGreen Standards that became effective January 1, 2023.[43]

The Project's residential uses would be constructed to achieve the building energy standards set forth in the Title 24 requirements in effect at the time of building permit issuance. Therefore, there would be additional reductions in energy consumption due to new and updated codes compared to those anticipated in the Ritter Ranch FEIR.

Energy consumption during the operation phase of the Project also would include transportation energy demands, which includes energy consumed by vehicles. The types of trips generated by the residential uses would be the same as other residential developments of similar scale and configuration. The Project does not propose uses or operations that would inherently result in excessive and wasteful vehicle trips nor associated excess and wasteful vehicle energy consumption. Additionally, because the Project does not propose new or additional dwelling units than originally assumed under the Ritter Ranch FEIR, the same number of vehicle trips would occur under Phase 1B.

Based on the analysis above, the Project would not result in any new or substantially more severe effects than the effects disclosed in the Ritter Ranch FEIR.

Ritter Ranch FEIR Mitigation Measures

#28 Prior to subsequent approvals, energy conservation practices, as required by the Subdivision Map Act, Building Energy Efficiency Standards (California Energy Commission), and state and local laws, shall be incorporated into the design of the project to have the secondary effect of limiting stationary source pollutants both on and offsite.

7.7 Geology and Soils

The Ritter Ranch FEIR addresses geology and soils in Section IV.A, Earth Resources. The Ritter Ranch FEIR concluded that ground shaking would be expected to occur in the Project site area due to future seismic

[41] Ibid, Page 120.
[42] California Energy Commission. 2023. *Building Energy Efficiency Standards*. Available at: https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards, (accessed November 2023).
[43] California Department of Housing and Community Development. 2023. *CALGreen*. Available at: https://www.hcd.ca.gov/building-standards/calgreen, (accessed November 2023).

activity along known and undiscovered faults in the surrounding region.[44] However, as discussed in the Ritter Ranch FEIR, compliance with applicable grading and building design requirements and adherence to the identified mitigation measures would reduce potential impacts to the extent feasible, but significant and unavoidable impacts may still occur.[45] Additionally, according to the Ritter Ranch FEIR, impacts due to tsunami or dam failure were considered not significant.[46]

RMA GeoScience prepared a Geotechnical Update Report in April 2024 (see **Appendix 7**) which documents the site conditions of VTTM 63415 and VTTM 51508-03, which noted that Grading within Tract 63145 was undertaken between September 8 through October 1, 2014, to construct Ritter Ranch Road, Westland Drive, and the Channel Berm for the Anaverde Drainage. Dirt was borrowed from Tentative Tract 63145 to achieve planned grades for the roadway and channel berm grading. No other changes have taken place with the VVTMs, and the recommendations contained in the referenced reports (Ritter Ranch FEIR and original Geotechnical Study) are still applicable to future site grading and development of the Phase 1B Project site.

The geology and soils underlying the Project site have not changed from what is presented in the Ritter Ranch FEIR. Therefore, potential impacts, including impacts related to seismic hazards, unstable soil conditions, groundwater would remain the same as presented in the FEIR. Project site development would be in compliance with local and state building regulations in effect at the time building permits are issued. The Project would also be required to comply with applicable mitigation measures outlined in the Ritter Ranch FEIR.

Based on the above analysis, the Project would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the Ritter Ranch FEIR related to geology and soils.

Ritter Ranch FEIR Mitigation Measures

#1 Prior to approval of any Development Application, the applicant shall provide a detailed geotechnical investigation, including recommended design, construction, and maintenance of mitigation measures to reduce potential geologic constraints, to the satisfaction of the City Engineer. At minimum, the report shall address slope stability, locations and setbacks for active/potentially active faults, excavation requirements for unsuitable surficial material, liquefaction potential and groundwater/seepage conditions. All future discretionary approvals must comply with the applicable recommendations set forth in the required investigation. Typical mitigation for geologic hazards include excavation and/or stabilization (buttress/retaining walls) of landslides and excavation of undesirable materials (such as those subject to settlement, hydro consolidation, expansion or liquefaction) and re-compaction, if necessary, with suitable material. Recommendations from the report shall be incorporated into final grading plans, to the satisfaction of the City Engineer.

[44] Robert Bein, William Frost & Associates. 1992. Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas, Page 88.
[45] Ibid.
[46] Ibid.

#2 All grading and landform modifications shall be conducted in conformance with state-of-the-practice design and construction parameters as set forth in Chapter 70 of the Uniform Building Code. All graded slopes should be constructed to be grossly and superficially stable, to the satisfaction of the City Engineer.

~~**#3** Reshaping of the natural terrain to permit access and construction shall be kept to a minimum. Where possible, improvements should be designed to conform to the terrain to the satisfaction of the City Engineer~~. [Not Applicable. Reshaping of the natural terrain was completed with original grading of the site.]

#4 Where grading is necessary on minor inclined or steep terrains; the following guidelines shall apply:

- Traditional Design: The angle of the graded slope shall be gradually adjusted to the angle of the natural terrain.
- Angular Form: Angular forms should be avoided. The graded form shall reflect the natural rounded terrain, to the extent feasible.
- Exposed Slopes: Graded slopes shall be concealed wherever possible.

#5 Remedial grading within the sites to mitigate the effect of collapsible surficial soils shall be performed prior to site development.

#6 Positive surface-water drainage control measures shall be undertaken by the project Applicant to reduce the creation of new springs or seeps to the satisfaction of the City Engineer, particularly in any high groundwater areas proposed for development.

#7 Fill slopes should be constructed at a maximum slope of 2:1, unless otherwise approved by the City Engineer.

#8 To prevent erosion and subsequent downstream siltation, the Applicant shall comply with the conditions of an Erosion and Sedimentation Control Plan to be submitted for review by the Antelope Valley Resource Conservation District and review and approval by the City of Palmdale. The Plan shall address the following at a minimum:

- Recommendations for drought resistant slope planting shall be provided by a qualified landscape architect prior to project approval and implemented by the project applicant.
- Periodic maintenance and repair of all slopes and drainage outlets shall be conducted during and following site development.
- Following site development, slope plantings and irrigation systems shall be maintained and leaks in the irrigation system shall be fixed without delay.
- Drainage outlets shall be periodically inspected and cleaned of silt and debris both during and following site development.
- All slopes shall be periodically inspected for evidence of cracking and erosion and any problems shall be repaired immediately.
- Rodent activity shall be controlled to prevent water penetration and loosening of the soil.

- Minimizing the length of time that soils be exposed.
- Regular watering of cleared areas, in compliance with City requirements and SCAQMD Rule 403.
- Minimize the extent of cleared areas at any given time.
- Establishment of maximum vehicle speeds within construction areas.
- Pursuant to City Standards. revegetating graded areas as soon as possible after rough grading (landscaping, hydroseeding, or any other method of providing vegetative cover).
- Using of sandbags or similar surface water controls prior to and during grading if grading is to be done during the rainy season.
- Use of soil stabilizers where feasible.

#9 Each deed or other conveyance of Real Property shall include the following statement: "Ritter Ranch is traversed by major slays (branches) of the San Andreas Fault Zone, a very youthful geologic feature. Due to the proximity of the Ritter Ranch site to the San Andreas Fault, there is a high risk of experiencing strong ground shaking and possible surface fault rupture." Additionally, where applicable, each disclosure statement within the deed shall contain language which denotes the possibility of building restrictions on residential additions for human occupancy on those parcels which are located in Fault Hazard Restricted Use Zones.

#10 In addition to the mitigation measures listed below, compliance with the mitigation measures from the following sections of the Buena Engineers, Inc. Geotechnical Report is required to the satisfaction of the City Engineer (this report is included in Appendix B, PRELIMINARY GEOTECHNICAL INVESTIGATION): Site Grading and Foundation Recommendations; General Site Preparation; Slope Stability (fill slopes and cut slopes); Mountain Road Grading; Building Pad Construction; General Site Grading -All Lot Conditions; Lots Within Younger Alluvial Areas; Lots Within Older Alluvial Areas; Lots with Bedrock Exposed or Located within Two Feet of the Surface; Transition Lots; Excavations; Utility Trenches; Foundations; Slabs-on-Grade; Lateral Earth Pressures; Expansion; Preliminary Paving Sections; Swimming Pools; and Seepage Control.

#11 The site shall be designed to accommodate City of Palmdale Engineering Design Standards and the Master Plan Drainage, except as otherwise approved by the City Engineer, for controlling flooding and debris flows within and adjacent to Anaverde Creek, Amargosa Creek, and other existing natural drainage courses.

#12 Areas noted on Exhibit 10A with an "SF" (Special Foundation Areas) or as identified in subsequent geotechnical studies are recommended for more heavily reinforced foundations and such requirements shall be indicated on each deed for Real Property within the Special Foundation Areas relative to existing and potential additional foundations on the property.

#13 Due to possible adverse geologic conditions in the bedrock areas, detailed site-specific analyses relative to slope stability shall be performed for all proposed cut slopes prior to issuance of grading permit. Grading permit issuance will be subject to the grading plan demonstrating compliance with applicable recommended slope stability measures.

#14 Cut slopes within alluvial areas shall be constructed at a maximum slope of $2^1/_4$:1 (unless otherwise approved by the City).

#15 Road fills proposed for any planned high cut slopes, and buttress fill shall be required to stabilize the cut and adjacent hillsides.

#16 Prior to Development Application approval, the Applicant shall demonstrate to the satisfaction of the City Director of Planning and Engineer that all feasible mitigation measures have been implemented to minimize grading impacts. The Applicant may be required to submit complete geotechnical studies and/or reports to the satisfaction of the City Engineer. Consideration shall be given to use of "stepped" play fields for the school and park sites, particularly where a relatively level surface across the entire facility would require significant grading.

#17 The project geotechnical consultant shall be responsible to perform confirmatory tests and observations during grading to assure that the geotechnical recommendations are being followed and shall certify that all grading complies with the provisions of all approved plans and specifications, pursuant to the Los Angeles County Uniform Building Code, Chapter 70.

#18 Comprehensive geotechnical investigations including exploratory drilling, sampling, and laboratory testing shall be performed prior to issuance of grading permit. Grading permit issuance will be subject to grading plan compliance with applicable recommendations.

#19 Subsurface exploration shall be performed prior to issuance of grading permit. Grading permit issuance will be subject to grading plan compliance with applicable recommendations.

#20 In order to evaluate the potential for ground-surface rupture along the trace of an active fault within the San Andreas fault zone, and provide setback recommendations for proposed structures, exploratory fault trenching shall be performed prior to issuance of grading permit.

#20a Prior to issuance of building permits, the project applicant shall prepare an emergency spill response plan, which includes the following measures for review and approval by the City and County Sanitation District No. 20:

- Measure detects early warning of a sewage trunk leak;
- The installation of manual or automatic isolation valves;
- Provisions for spilled sewage retention;
- Spill response measures;
- Clean-up and disinfection measures; and
- Training and funding for implementation of the spill plan.

7.8 Greenhouse Gas Emissions

Greenhouse gas (GHG) emissions for the Original Project were not quantified in the Ritter Ranch FEIR. Since the FEIR has already been certified, the determination of whether GHG emissions and climate change needs to be analyzed for modifications to the Original Project is governed by the law on supplemental or subsequent EIRs (Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15163). GHG emissions and climate change are not required to be analyzed under those standards unless it constitutes "new information of substantial importance, which was not known and could not have been known at the time" the Ritter Ranch FEIR was approved (CEQA Guidelines Section 15162[a][3]). Consistent with the statutory language, the courts have repeatedly held that new information that "was known" or "could have been known with the exercise of reasonable diligence" at the time of the EIR certification does not trigger the supplemental EIR standard (Citizens Against Airport Pollution v. City of San Jose [2014] 227 Cal.App.4th 788, 807 [CAAP]). An agency may not require a subsequent or supplemental EIR unless new information, which was not known and could not have been known at the time the EIR was certified as complete, becomes available. Therefore, since the potential environmental impact of GHG emissions does not constitute new information within the meaning of Section 21166(c), the City's preparation of an Addendum for the Project is consistent with CEQA Guidelines Section 15064.4.

The issue of GHG emissions and climate change impacts is not a changed circumstance and there is no new information that was not known or could not have been known with the exercise of reasonable diligence when the City approved the Ritter Ranch FEIR. The issue of climate change and GHG emissions was widely known prior to the Ritter Ranch FEIR approval. The regulation of GHG emissions to reduce climate change impacts was extensively debated and analyzed throughout the early 1990s. Courts have also established that any new thresholds for measuring GHG emissions do not qualify as "new information" triggering supplemental environmental review. Overall, the Project would not change the overall total number of permitted dwelling units within the approved Specific Plan. Nonetheless, it is important to note that since the Ritter Ranch FEIR was originally approved, energy efficiency from construction equipment, building materials, vehicles, and overall, every aspect of consumer products have increased energy efficiency compared to when the Ritter Ranch SP was approved. Energy emissions continue to being reduced under current regulatory requirements.

Therefore, a supplemental environmental analysis of GHG impacts is not required because information about the effect of GHG emissions on climate was known long before the City certified the FEIR in 1992, such that the effect of GHG emissions on climate could have been raised in 1992 when the City considered the FEIR.

7.9 Hazards and Hazardous Materials

Hazards and hazardous materials are discussed in Section IV.H, Public Health and Safety, of the Ritter Ranch FEIR. The Ritter Ranch FEIR concluded that after implementation of required mitigation measures, potentially unavoidable adverse impacts could occur in the future if conclusive evidence links the extremely low frequency (ELF) electromagnetic field associated with power transmission lines to

deleterious health effects; refer to **Appendix 10: Ritter Ranch FEIR Findings of Fact & Statement of Overriding Considerations**.[47] All other impacts related to hazards and hazardous materials, including hazards from proposed uses, were determined to be less than significant.

The Project site is not located on any of the areas identified in the Ritter Ranch FEIR as having a potential for hazardous materials due to the previous use of the area. Additionally, the Project only proposes residential, recreational, and open space land uses and does not propose industrial land uses. The Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. The Project is also not anticipated to create a significant hazard to the public or the environment through reasonably foreseeable release of hazardous materials into the environment. The Phase 1A Ritter Ranch PD was approved to include an elementary school within one-quarter mile of the Phase 1B proposed Project. However, the proposed residential and recreational uses would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

Additionally, the Project site is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 56962.5.[48] The Project site is also located approximately 4.8 miles southwest of the Palmdale Regional Airport, which indicates that the Project would not be subject to hazards associated with aircraft operations. With respect to the ELF electromagnetic fields, the ELF lines are located approximately 1,000 feet from the nearest residential DUs. The relationship of proposed residential uses to existing overhead transmission lines remains consistent with that disclosed and evaluated in the Ritter Ranch FEIR; the existence of such transmission lines is not new information.

Therefore, based on the analysis above the Project would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR related to hazards and hazardous materials.

Ritter Ranch FEIR Mitigation Measures

#67 In the areas where trash and debris have been dumped into stream channels within the property, near-surface soil samples and analysis of those samples for the identification of chemicals or contaminants shall be collected prior to removal operations to evaluate landfill class designations for the debris.

#68 Prior to issuance of grading permits for the area described below, further investigation shall be conducted for each area to ascertain the types and amounts of potential; hazardous materials associated with the following: the former turkey ranch area; partially and completely buried refuse; the Hunt Club area; surficial debris and a locked trailer marked "Lockheed Emergency Vehicle;" and existing structures with the potential of containing asbestos fibers.

[47] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*, Page 204.

[48] EnviroStor. 2023. *Hazardous Waste and Substance Site List (Cortese).* Available at: https://dtsc.ca.gov/dtscs-cortese-list/#:~:text=The%20Hazardous%20Waste%20and%20Substances,of%20hazardous%20materials%20release%20sites, (accessed November 2023).

#69 If subsequent investigations of the site determine the presence of hazardous materials, the developer shall retain a licensed hazardous materials contractor to conduct cleanup of the site using proper disposal procedures. Clean-up and disposal of the site shall comply with all local, state and federal regulations regarding handling, transport and disposal of hazardous materials.

#70 Although the right-of-ways surrounding the power transmission lines traversing the project site appear to be sufficient to protect residents, specific guidelines including the City of Palmdale Undergrounding Ordinance shall be incorporated into the project plans and are subject to approval by the City Engineer and City Planning Department.

Basic Minimum Allowable Clearances of Wires
Above Thoroughfares and Ground-Clearances From Poles, Buildings, Structures, or Other Objects

Nature of Clearance	**225 – 300 kV**	**300 – 550 kV**
Crossing or along thoroughfares in urban districts or crossing thoroughfares in rural districts.	30 feet	30 feet*
Above ground in areas accessible to pedestrian only.	25 feet	25 feet*
Horizontal clearance of conductor from buildings.	6 feet	15 feet*
*Shall be increased by 0.025 feet per kV in excess of 300 kV.		
Source: Rule 37, General Order No. 95, Rules for Overhead Electric Line Construction, Public Utilities Commission of the State of California March 1981. PUC staff (Mr. Pat Stone) has indicated there are not separate ELF guidelines for school facilities.		

#71 All project homeowners and tenants shall be advised of potential health risks associated with power transmission lines prior to close of escrow/execution of rental lease. Said notification shall be indicated in the applicable escrow, deed and/or lease documents in a format acceptable to the City Attorney.

7.10 Hydrology and Water Quality

Hydrology and water quality are addressed in Section IV.A, Earth Resources (groundwater), and Section IV.C, Water Resources (surface drainage, flooding, and water quality), of the Ritter Ranch FEIR. The Ritter Ranch FEIR found that increased groundwater recharge resulting from landscape irrigation may significantly affect local groundwater levels and is considered an unavoidable impact.[49] Additionally, the FEIR concluded that implementation of the Ritter Ranch SP would significantly alter existing drainage patterns of the area, and no significant impacts related to flood hazards or water quality are anticipated to occur with implementation of required mitigation measures.[50]

The residential, recreational, and open space uses would alter the drainage of the Project site. Additionally, the change in drainage patterns would occur when the Project site is graded. Water quality treatment would occur in two previously approved treatment areas: a basin that serves the Amargosa watershed and a swale that threats the Anaverde watershed. Runoff from individual tracts would be directed to either the basin or the swale outside of the Project site boundary. The Project would have substantially the same drainage pattern as originally assumed in the Ritter Ranch FEIR.

[49] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*, Page 94.
[50] Ibid, Page 135.

Water quality management requirements are more stringent than when the Ritter Ranch FEIR was prepared. Therefore, it is anticipated that with implementation of the previously approved water quality treatment facilities, water quality impacts would be reduced compared to what was concluded in the FEIR. Prior to the issuance of any Grading Permit, the Project would be required to prepare, to the satisfaction of the Director of Public Works and the City Engineer, a Water Quality Management Plan (WQMP). The WQMP would identify permanent site design, source control and treatment control Best Management Practices that would be used on the site to control predictable pollutant runoff. Implementation of a Project specific WQMP would minimize impacts associated with increased runoff (erosion hazards and exceeding capacity of existing storm drain facilities). The Project site is also not in the 100-year flood plain, and the Pacific Ocean is approximately 65 miles to the west of the Project site.[51] Therefore, the proposed uses are not subject to flood hazards, tsunamis, or seiche hazards. Additionally, the storm drain infrastructure for the Project would be designed in compliance with the City Design Manual for 10-year, 25-year, and 50-year storm events.

Based on the above analysis, the Project would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR related to hydrology and water quality.

Ritter Ranch FEIR Mitigation Measures

#31 All drainage facilities shall be designed and constructed in accordance with the City of Palmdale Drainage Master Plan and the Los Angeles County Hydrology Manual to the satisfaction of the City Engineer. Local facilities will be installed concurrently with or immediately after completion of grading activities, and in some cases as approved by the City Engineer, interim facilities may be provided. Each facility shall be completed prior to issuance of occupancy permits for a development application for the portion of the project which is served by the facility.

#32 All regional and major on-site facilities will be designed to accommodate a 50-year Los Angeles County Capital Flood with bulking and freeboard included as required by the City Engineer.

#33 All local drainage facilities shall be designed to accommodate a 25-year or a 10-year storm in accordance with the City Engineering Design Standards, in general:

1. Peak runoff from a 25-year storm will be contained within the street right-of-way.
2. Peak runoff from a 10-year storm will be contained at or below the street top of curbs.

#34 The lowest finish floor elevation of all habitable structures shall be a minimum of one- foot above the maximum water level resulting from the applicable capital flood.

[51] FEMA. 2021. *FEMA's National Flood Hazard Layer Viewer*. Available at: https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd, (accessed November 2023).

~~**#35** Flood Control basin design shall incorporate adequate peak attenuation and storage features and safety provisions (fencing, signage) to the satisfaction of the City Engineer.~~ [Not Applicable. Basins are not proposed in Phase IB area]

#36 The Applicant shall submit a water quality control plan for review and approval by the City Engineer and the Director of Planning, prior to issuance of grading permits. This plan shall be reviewed by the Regional Water Quality Control Board for their review and comment. The plan shall indicate specific means of reducing urban pollutants and sedimentation and shall comply with the provisions of any National Pollution Discharge Elimination System permit requirements that may be required by other regulatory agencies including but not limited to the following:

a) Incorporation of measures identified in the required Erosion Control Plan.

b) Surplus **or waste material from construction** shall not be placed in drainage ways or within the 50-year Los Angeles County Capital Storm floodplain of surface waters.

c) All loose piles of soil, sill, clay, sand, debris, or other earthen materials shall be protected in a reasonable manner to eliminate any discharge to waters of the Slate.

d) Dewatering shall be done in a manner so as to eliminate the discharge of earthen material from the site.

e) All disturbed areas shall be stabilized by appropriate soil stabilization measures by October 15th of each year.

f) All work performed between October 15th and May 1st of each year shall be conducted in such a manner that the project can be winterized within 48 hours.

g) All non-construction areas shall be restricted by fencing, signage or other means to prevent unnecessary disturbance.

h) During construction, temporary gravel or sandbag dikes shall be used as necessary to prevent discharge of earthen materials from the site during periods of precipitation or runoff.

i) Stabilizing agents such as straw, wood chips and/or hydroseeding shall be used during (he interim period after grading in Older to strengthen slopes while ground cover takes hold in accordance with City's Engineering Design Standards.

j) Impervious areas shall be constructed with infiltration trenches along the downhill edges to dispose of all drainage emanating from them.

k) Infiltration trenches shall be constructed on the downgradient side of all structural drip lines.

l) Revegetated areas shall be continually maintained in order to assure adequate growth and root development.

m) Physical erosion control facilities shall be placed on a routine maintenance and inspection program to provide continued erosion control integrity.

n) Where construction activities involve the crossing and/or alteration of a stream channel, such activities should occur only after obtaining a 404 Permit (Army Corps of Engineers) and a 1601/1603 Agreement (California Department of Fish and Game), as necessary.

o) Routine cleaning of manholes and catch basins shall be performed to remove sediment and debris.

p) Control of washdown drainage from commercial uses shall be enforced in accordance with all waste discharge regulations and/or provisions.

q) Information reviewed and approved by the City Attorney, regarding the disposal of waste oil/grease, pesticide containers and other hazardous materials shall be provided to new businesses and homeowners at the time of occupancy.

r) Controlled use of pesticides and fertilizers within common areas including the golf course shall be enforced through provisions in the Landscape Plan, including frequency and type of fertilizers/pesticides to be used, and application by qualified persons. For the golf course (which would drain into a proposed wetland mitigation area), special consideration should be given to use of slow release fertilizers and contact herbicides, prohibition of fungicides and broad spectrum insecticides, and the suppression of mosquito populations using bacterial insecticides or light oils instead of chemical agents.

7.11 Land Use and Planning

The Ritter Ranch FEIR addresses land use impacts in Section IV.G, Land Use. The Ritter Ranch FEIR included the analysis of approximately 449 acres of parcels proposed to be annexed to the City of Palmdale. In order to meet Local Agency Formation Commission (LAFCO) requirements and to avoid unincorporated "islands" after Ritter Ranch SP incorporation into the City, the City proposed the annexation of an additional seven properties, described in Ritter Ranch FEIR Section IV.G, Land Use. LAFCOs are approving bodies of government within each county which are responsible for local government changes of organization, including city incorporations, annexations to a city or special district, and city and special district consolidations. Prior to initiating annexation, LAFCO requires the City to demonstrate that the proposed annexation has been addressed in the City's General Plan and is consistent with the General Plan; prepare a comprehensive environmental document analyzing the environmental impacts of the proposed annexation; ensure that the annexed lands are pre-zoned to be consistent with the City's General Plan; and submit an application to LAFCO in compliance with state law and Los Angeles LAFCO policies and procedures.

The Ritter Ranch FEIR concluded that temporary, construction impacts associated with mass grading operations and impacts associated with the loss of existing open space areas would be a significant and unavoidable; refer to **Appendix 10: Ritter Ranch FEIR Findings of Fact & Statement of Overriding Considerations**.[52] Additionally, buildout of the Ritter Ranch SP was identified to result in the loss of

[52] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*, Page 197.

existing open space areas and significant alterations of natural terrain that could significantly impact the Lazy-T Ranch.[53]

The Project implements the Ritter Ranch SP. The Project implements the Ritter Ranch SP and is consistent with the Ritter Ranch SP as discussed in **Section 5.0: Project Description** and in the Project application materials. The proposed Project involves the same land uses as assumed in the Ritter Ranch SP. The proposed Project is within the allowable dwelling unit densities for Phase 1B, which was assumed for development as part of the Approved Project. The proposed Project would also be consistent with the City's General Plan and Municipal Code. The proposed Project would not divide an established community; rather, it would implement the approved Project. The Project does not involve any land uses, construction or operations not anticipated by the Ritter Ranch FEIR and would not result in adverse environmental effects due to a conflict with the Ritter Ranch SP, the City's General Plan, or Municipal Code. The current Project site has a Specific Plan (SP) land use designation[54] and zoning.[55] Additionally, the buildout of the residential, recreational, and open spaces uses would not result in any impacts to existing land uses that were not evaluated in the Ritter Ranch FEIR. Overall, the Project would not change the overall total number of permitted dwelling units within the approved Specific Plan and the Project would be consistent with the approved Ritter Ranch SP found in Section 5.2, General Plan Consistency elements of the Ritter Ranch SP. More specifically, the Project would be consistent with Section 5.2.1 Land Use Element, Section 5.2.6 Circulation Element, and Section 5.2.4 Community Design Element.

Therefore, based on the analysis above, the proposed Project would not result in any new significant environmental effects or a substantial increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR in regard to land use.

Ritter Ranch FEIR Mitigation Measure

#66 The Applicant shall annually evaluate all design guidelines, development standards, and mitigation measures for the Ritter Ranch Specific Plan, submitting a Monitoring Report to the Director of Planning the first quarter of each year through buildout of the project. In addition, the applicant shall submit aerial photos of the project site taken on a monthly basis when grading is occurring. Monitoring and verification of compliance with adopted applicable Specific Plan development standards shall also be performed prior to subsequent approvals, to determine if the proposed measures are achieving their intended purpose. To the extent allowed by law, future discretionary approvals may include additional conditions of approval based upon City review of the Annual Monitoring Report. Nothing in this mitigation measure shall be construed to permit environmental review beyond the extent permitted by State law.

[53] Ibid.
[54] City of Palmdale. 2022. *General Plan Chapter 5 Land Use and Community Design, Figure 5.5 General Plan Land Use Designations*. Available at: https://palmdale2045gp.org/wp-content/uploads/2023/05/PalmdaleGPU_Ch05_041823.pdf, (accessed November 2023).
[55] City of Palmdale. 2023. *Palmdale Zoning Map*. Available at: https://www.cityofpalmdaleca.gov/DocumentCenter/View/516/Zoning-with-street-labels-PDF?bidId=, (accessed November 2023).

7.12 Mineral Resources

The Ritter Ranch FEIR addresses mineral resources in Section IV.A, Mineral Resources. Per the Ritter Ranch FEIR, mineral production within the Ritter Ranch SP area has been limited to areas within the Pelona Schist soil type, with most mineral extraction occurring at the southeast end of McDill Ridge.[56] The FEIR did not identify any impacts related to loss of mineral resources.

The Project site and the surrounding areas are not designated as a locally important mineral resource recovery site by the City of Palmdale.[57] Additionally, the Project site is designated as mineral resource zone (MRZ) 3 by the California Department of Conservation, which indicates that the property does not contain known mineral resources.[58]

Therefore, the Project would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR related to mineral resources.

7.13 Noise

The Ritter Ranch FEIR discusses potential noise impacts in the Noise section. The Ritter Ranch FEIR concluded that a cumulative significant noise impact would result from Ritter Ranch SP related traffic on receptors within more heavily developed areas of the City and near heavily traveled arterials within the Ritter Ranch SP area.[59] Additionally, the Ritter Ranch FEIR concluded that the Ritter Ranch construction activities would generate short-term noise. Additionally, increased operational traffic noise levels were anticipated to occur due to the traffic volumes generated by the Ritter Ranch Specific Plan. Moreover, other noise impacts associated with the construction of other project features were anticipated. To offset the anticipated noise impacts, the Ritter Ranch FEIR notes that buildout of the Ritter Ranch Specific Plan community should implement mitigation measures 51, 52, 53, and 55. Like the Ritter Ranch FEIR, with implementation of the mitigation measures identified in the Ritter Ranch FEIR, construction and operational noise impacts associated with the Project would be reduced to less than significant levels.[60] However, the Ritter Ranch FEIR found that buildout of the Ritter Ranch Specific Plan plus other development in the surrounding area would result in a significant and unavoidable cumulative off-site noise impact from Project-related traffic.[61] Implementation of mitigation measures was also determined to help reduce cumulative off-site noise impacts to a less than significant level on heavily developed areas of the City and near heavily traveled arterials within Project areas.

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[56] Ibid, Page 74.
[57] Rincon Consultants, Inc. 2022. *City of Palmdale 2045 General Plan Update Draft Environmental Impact Report*, Page 4.12-1. Available at: https://www.cityofpalmdaleca.gov/DocumentCenter/View/11872/Palmdale-General-Plan-Public-Draft-Environmental-Impact-Report-PDF, (accessed November 2023).
[58] California Department of Conservation. 1983. *Mineral Land Classification and Index to Detailed Zone & Sector Maps for the Saugus – Newhall & Palmdale P-C Regions*. Available at: https://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=mlc, (accessed November 2023).
[59] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*, Page 180.
[60] Ibid.
[61] Ibid, Page 178.

The analysis in the Ritter Ranch FEIR relies on the Noise and Land Use Compatibility Standards established by the Department of Health Services Office of Noise Control. The Ritter Ranch FEIR also discusses that the City General Plan Noise element (which was being drafted at the time) states that a noise exposure level of 60 dBA Community Noise Equivalent Level (CNEL) is acceptable for noise sensitive land uses, such as residential uses.[62]

Additionally, the most recent City General Plan was adopted on October 22, 2022, and amended on March 15, 2023. The updated Noise Element establishes goals and policies to minimize the exposure of residents to excessive noise levels. Policy N-1.2 restricts noise on sensitive land uses near existing or future air, rail, or highway transportation noise sources unless mitigation measures have been incorporated into the design of the project to reduce the noise levels at the noise-sensitive land uses to less than 65 dBA CNEL at all exterior living spaces including but not limited to, single-family yards and multi-family patios, balconies, pool areas, cook-out areas and related private recreation areas.[63] The adopted exterior noise standard of 65 dBA CNEL is an increase of 5 dBA CNEL over what was previously identified in the Ritter Ranch FEIR. Therefore, the Project will not generate any new noise impacts or increase any existing noise impacts that were previously analyzed in the Ritter Ranch FEIR. Increasing the noise threshold by 5 dBA will not have any negative consequences, and the noise generated by the Project would be the same or less than what was already analyzed in the Ritter Ranch FEIR.

The Ritter Ranch FEIR acknowledges that the Ritter Ranch development plans were not yet fully detailed to identify specific noise constraints or mandatory mitigation measures for any of the development parcels.[64] Therefore, the Ritter Ranch FEIR determined that site specific noise studies would be required as development applications are filed to adequately protect each community from exterior traffic noise intrusions.[65] Additionally, mitigation measures identified in the FEIR include using perimeter noise walls or berms, and placing parking facilities for multi-family dwellings near the street to act as a noise barrier or locate commercial uses near the roadway to act as a noise barrier for residential uses away from the street.[66] With implementation of the recommended noise mitigation measures, the FEIR anticipated that on-site noise impacts associated with buildout of the Ritter Ranch Specific Plan would be less than significant.

The Ritter Ranch FEIR considered both off-site and on-site traffic noise level impacts for the Ritter Ranch SP, including the proposed Project. The Project proposes a reduced number of dwelling units compared to what was anticipated in the Ritter Ranch FEIR, therefore it is anticipated that the Project would have reduced noise impacts as compared to what was evaluated and disclosed for the Project site in the Ritter Ranch FEIR. Additionally, as identified in FEIR Mitigation Measure 51, at the building permit stage, site-specific acoustic studies would be prepared to identify any specific measures to ensure that established

[62] Ibid, Page 173.
[63] City of Palmdale. 2022. *Chapter 16 Noise Element.* Page 416. Available at: https://palmdale2045gp.org/wp-content/uploads/2023/05/PalmdaleGPU_Ch16_041823.pdf, (accessed November 2023).
[64] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*, Page 176.
[65] Ibid, Page 176.
[66] Ibid, Page 179.

noise standards are met. Therefore, no additional noise documentation pursuant to CEQA is needed to support the Project.

Based on the analysis above the Project would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR related to noise.

Ritter Ranch FEIR Mitigation Measures

#51 All construction and general maintenance activities, except in an emergency, shall be limited by City of Palmdale Municipal Code Section 828.030 to the hours of 6:30 a.m. to 8 p.m. Monday through Saturday. The operation of any machine, mechanism, device or contrivance during construction shall comply with noise limits in the City of Palmdale municipal noise ordinance.

#52 Development along internal and adjacent arterials will incorporate design measures or structural measures which will reduce noise levels to acceptable levels with the living or recreational (as defined by the City) of any lot. The measures that may be utilized to reduce noise impacts include placement of non-residential buildings adjacent to the arterial roadway, increasing the setbacks along the roadway, creation of landscaped berms, or other unobtrusive barriers. The acceptable noise level CNEL which will be applied to future projects will be that level which is in place, either by ordinance, resolution, or General Plan policy, at the time that future development applications are deemed complete.

#53 Elementary school and neighborhood park development should avoid the most heavily traveled village roadways to minimize traffic noise intrusion on these uses requiring relative quiet for concentration or serenity. Where necessary, noise mitigation such as barriers or sound walls will be employed.

#54 This Mitigation was omitted from the Final EIR.

~~**#55** The proposed amphitheater shall require a Conditional Use Permit. As part of the CUP review process, the Applicant shall provide City staff with sufficient detail to indicate that the amphitheater will not adversely affect offsite areas (as in orientation, screening and permitted activities). Adverse noise impacts shall be determined based on City Noise Ordinance provisions (with respect to peak noise levels and nuisance noise). The Applicant shall also provide City staff with possible alternative locations more proximate to Town Center, but the alternative locations should not impact noise-sensitive uses such as residential areas.~~ [Not Applicable. Prior PD advanced the amphitheater which is in Planning Area 4. This PD includes only areas in Planning Area 1B.]

7.14 Population and Housing

The Ritter Ranch FEIR discusses the increase in population associated with implementation of the Ritter Ranch SP. The Ritter Ranch FEIR determined that buildout of the Ritter Ranch SP would have a significant

incremental growth inducing impact.[67] Additionally, Section IX Effects Found Not to Be Significant concluded that the loss of one occupied ranch house within the Ritter Ranch SP area, would not be a significant impact due to the large scope of the Ritter Ranch SP and the number of new residential DUs.[68]

The Project occurs within the Ritter Ranch SP PUs 5U, 5T (partial), 5X-1, 5X-2, 5W-4, and 5W-5. The Ritter Ranch SP designates PUs 5X and 5W for the development of up to 820 residential units, PUs 5U and 5T are designated for approximately 20 acres of parks.[69] The Project proposes the development of 135 single-family detached dwelling units and 492 single-family attached dwelling units, a total of 627 dwelling units are proposed. The total number of dwelling units proposed is less than what is assumed in the Ritter Ranch FEIR for the Project site. Additionally, using the population generation factor identified in the FEIR (2.7 people per unit), the proposed Project would potentially generate 1,693 new residents, compared to the 2,214 new residents anticipated in the FEIR for 820 dwelling units in PUs 5X-1, 5X-2, 5W-4, and 5W-5. Therefore, the Project would not induce substantial unplanned population growth in the area, either directly or indirectly that was not already anticipate in the Ritter Ranch FEIR. Additionally, the Project site is vacant and undeveloped and would not displace substantial numbers of existing people or housing, requiring the construction of replacement housing elsewhere.

Therefore, based on the analysis above, the Project would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR related to population and housing.

7.15 Public Services and Recreation

The Ritter Ranch FEIR addresses public services and recreation facilities in Section IV.K, Public Services and Utilities. The Ritter Ranch FEIR concluded that if a new police station is not constructed within the City vicinity, significant cumulative impacts are expected for police response time.[70] Additionally, impacts to fire services were expected to be significant, but once new fire facilities are built impacts would be reduced to less than significant levels. [71] The Ritter Ranch FEIR notes Mitigation Measures 112 and 113 would be applicable and would require the Project to provide a pumper truck and patrol car prior to the issuance of the 250th Certificate of Occupancy, which would be triggered during Phase 1A, and provide a fully operational fire station of an acceptable size and location, as determined by the LA County Fire Department by the 1,800th Certificate of Occupancy, which would not be triggered during the permitting, construction, or operation of Phase 1B. Additionally, other associated mitigation measures noted below were determined to be applicable to development within Ritter Ranch.

The Ritter Ranch FEIR also concluded that the Ritter Ranch Specific Plan would result in an increased student population that is not considered individually significant, but would contribute to cumulative

[67] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*, Page 306.
[68] Ibid, Page 373.
[69] City of Palmdale. *Ritter Ranch Specific Plan*, Page 4-58.
[70] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*, Page 273.
[71] Ibid, Page 294.

impacts that will affect school districts.[72] The Ritter Ranch FEIR also found that the Ritter Ranch Specific Plan would result in significant impacts to library services.[73] Lastly, the City's Parks and Recreation Department indicated that the Ritter Ranch Specific Plan would create impacts to parks and other recreational facilities, construction of parks and trails will be required to offset the potential impacts to park service.[74] This however would be offset by the two parks proposed within Phase 1B. As shown in Figure 3 and Table 1, PU 5U and 5T would include a neighborhood park and a community park totaling 5.5 acres and 6.7 acres, respectively. As discussed above, under **Section 7.14: Population and Housing**, the Project would construct 193 fewer dwelling units than what was originally evaluated in the Ritter Ranch FEIR for PUs 5X-1, 5X-2, 5W-4, and 5W-5. Additionally, using the population generation factor identified in the Ritter Ranch FEIR (2.7 persons per unit), this would result in a reduction of the anticipated new residents by approximately 521 persons. Therefore, the Project's demand for public services including fire protection, police protection, schools, parks/recreation, and libraries would be reduced in comparison to the projected growth evaluated in the Ritter Ranch FEIR. Additionally, the Project would comply with applicable Ritter Ranch FEIR mitigation measures addressing impacts to public services, and the Project Applicant would pay applicable development impact fees to the City, subject to applicable credits for providing in-kind mitigation. Lastly, the Project Applicant would also be required to comply with provisions of any agreement between the Project Applicant and the City as well as any City regulatory requirements with respect to the provision of public services.

Based on the analysis above, the Project would not result in new significant environmental effects or an increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR related to public services with implementation of applicable mitigation measures.

Ritter Ranch FEIR Mitigation Measures

#112 Site-specific development plans shall require review and approval by the Los Angeles County Fire Department with respect to adequate fire flows, emergency access and building construction standards.

#113 The applicant shall provide a pumper truck and patrol car prior to the issuance of the 250th Certificate of Occupancy and provide a fully operational fire station of an acceptable size and location as determined by the Los Angeles County Fire Department, Building and Safety by the 1,800th Certificate of Occupancy.

~~**#114** If only one access is provided within Planning Area 3, the Applicant shall install fire sprinklers within all residential units, provide an additional 25-foot width on the access road, and provide a helipad for fire service access for approval by the Los Angeles County Fire Department prior to issuance of occupancy permits.~~ [Not applicable. The Project is not within PA 3.]

#115 The applicant shall pay park fees or dedicate and construct the improvements for the proposed community, neighborhood, and specialty park facilities shown in the Specific Plan as approved by the Director of Parks and Recreation pursuant to Ordinance 789.

[72] Ibid, Page 278.
[73] Ibid, Page 275.
[74] Ibid, Page 296.

#116 Prior to issuance of grading permits for each area of the Ritter Ranch Specific Plan, the applicant shall provide appropriate safety etiquette signs for all off-set trails, particularly at trail parking facilities and trail segments with limited sight distance, in order to minimize safety hazards to bicyclists, pedestrians, and equestrians. The nature, location and language for these signs shall be approved by the Director of Planning and the City Traffic Engineer. Said signs may also include other restrictions/warnings such as discouraging damage to natural resources.

#117 The applicant shall install lighting along pedestrian trails located within the urban areas to provide adequate public safety as determined appropriate by the City Traffic Engineer. However, lights shall be designed and located so that direct lighting is confined to the property, lights shall be designed and located so that direct lighting is confined to the property, and lighting should not be of greater intensity (wattage) than otherwise necessary for public safety.

#117a The trails plan for the Ritter Ranch Specific Plan shall be reviewed for consistency with any trails plan or recreation management plan that may be prepared for the portion of the Angeles National are inconsistent, the Ritter Ranch trails plan will be modified to conform with the Forest Service's plan.

7.16 Transportation

The Ritter Ranch FEIR discusses traffic impacts in Section IV.I, Traffic and Circulation. The FEIR concluded that if off-site improvements are not constructed by the time the Ritter Ranch development begins, a significant impact could occur to the existing circulation system.[75]

As previously discussed, the Project would result in fewer dwelling units than what was originally anticipated for in PUs 5X-1, 5X-2, 5W-4, and 5W-5 in the Ritter Ranch SP and the FEIR. With a reduction in dwelling units, it is anticipated that trip generation would also be reduced.

Although no longer required by CEQA, to evaluate the potential intersection deficiencies resulting from implementation of the Project, DKS prepared a Traffic Impact Analysis (TIA) (refer to **Appendix 8**). The TIA evaluates traffic impacts resulting from development of Phase 1A (553 single-family units and associated parks and recreation areas) and Phase 1B (492 attached single-family units, 135 single-family detached units, an elementary school, and associated parks) of the Ritter Ranch Project. The number of dwelling units studied in the Ritter Ranch FEIR TIA was 7,200 dwelling units (DU) which was substantially greater than the 627 dwelling units proposed as part of this Phase 1B Project. Additionally, as required by the Ritter Ranch FEIR, Mitigation Measures 73 and 74 the Project Applicant would be required to pay applicable traffic impact fees, which provide the Project's required pro-rata contribution towards off-site roadway improvements or construct off-site roadway improvements in-lieu of traffic impact fees. Therefore, it can be concluded that the Project would generate less trips compared to that anticipated in the Ritter Ranch FEIR and would not result in any significant traffic impacts.

Based on the City of Palmdale LOS thresholds, the acceptable Level of Service for all study intersections is LOS D or better. The TIA demonstrates that the Ritter Ranch project would not result in any deficiencies

[75] Ibid, Page 236.

under Existing plus Project conditions. The TIA concludes that the Future Year (2024) with Project Phase 1A the Level of Service (LOS) analysis shows that the majority of the study intersections would operate at LOS D or better except for Elizabeth Lake Road/Palmdale Boulevard and 10th Street/Tierra Subida Avenue.[76]

Additionally, the TIA conclude that in Future Year (2027) with both Project Phase 1A and 1B LOS analysis shows that out of the eighteen analyzed study intersections, eleven would operate at LOS D or better with the exception for the following intersections seven intersections:[77]

- Elizabeth Lake Road/Palmdale Boulevard & 10th Street/Tierra Subida Avenue
- Palmdale Boulevard & 5th Street West
- Avenue S & SR-14 Northbound Ramps
- Avenue S & SR-14 Southbound Ramps
- Avenue S & Tierra Subida Avenue
- City Ranch Road & Bridge Road
- Avenue S & Bridge Road

Therefore, with implementation of mitigation measures identified in the Ritter Ranch FEIR, all impacted intersections would be mitigated to operate at LOS D or better and would be within the City's acceptable LOS threshold.[78]

VMT-based transportation impact requirements were applied to all lead agencies as of July 1, 2020. CEQA Guidelines Section 15064.3 states that its provisions "shall apply prospectively as described in Section 15007". Section 15007 provides that CEQA documents that meet requirements in effect when the document is sent out for public review do not need to be revised to include new requirements. Consequently, no VMT analysis is required for the Project.

The Project is designed to meet applicable roadway standards established by the Ritter Ranch SP and the City. Therefore, the Project would also not substantially increase hazards due to a geometric design feature or incompatible uses and would accommodate adequate emergency access.

Therefore, based on the analysis above the Project would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR related to transportation.

Ritter Ranch FEIR Mitigation Measures

#72 All road improvements shall be designed in accordance with City of Palmdale Specific Plan roadway design standards as approved by the City Engineer.

[76] DKS. 2022. *Traffic Impact Analysis Ritter Ranch Project*, Page 48.
[77] Ibid.
[78] Ibid.

#73 The applicant shall be required to submit a Traffic Control Plan for review and approval by the City Traffic Engineer, prior to issuance of grading permits, which incorporates state of the practice standards to minimize construction related traffic impacts. Said plan shall be consistent with traffic measures for the Amargosa Creek Improvement Project.

#74 The Ritter Ranch Specific Plan identifies ultimate onsite roadway cross-sections and lane configurations necessary to serve the project at buildout. Phasing of onsite roadway improvements shall be in accordance with the Ritter Ranch Specific Plan Phasing Plan as approved by the City Public Works Department.

#75 Prior to development application approval, the applicant shall pay appropriate traffic impact fees in accordance with City Ordinance 825, and all other traffic fees applied Citywide that may be in place at the time of issuance of Certificates of Occupancy. These traffic impact fees provide the project's required pro rata contribution towards offsite roadway improvements needed to service the development. Funds generated from the traffic impact fees shall be applied toward offsite improvements to Elizabeth Lake Road, Palmdale Boulevard, Avenue S, and 10th Street West/Tierra Subida Road, as approved by the City Public Works Department.

#76 The developer(s) of Ritter Ranch may construct offsite roadway improvements in lieu of Traffic Impact fees, as approved by the City Public Works Department.

#77 The developer shall comply with the provisions of the Congestion Management Plan adopted pursuant to State law.

7.17 Utilities and Service Systems

Utilities and service systems are addressed in Section IV.K, Public Services and Utilities of the Ritter Ranch FEIR. The FEIR concludes that implementation of the Ritter Ranch SP would cause significant individual and cumulative impacts related to solid waste and radio communications even with implementation of applicable mitigation measures noted below.[79] Impacts to gas service were determined to be less than significant.[80] Additionally, with implementation of mitigation measures noted below, the Ritter Ranch FEIR determined that impacts to telephone, electricity, water, and sewer were determined to be less than significant.

The Project site is undeveloped, but backbone utility infrastructure needed to service Phase 1A of the PD have been installed in Elizabeth Lake Road and Ranch Center Drive, only limited improvements would be required to connect to existing facilities to serve the Project site (Phase 1B). As shown in Figure 4, the Phase 1B Project site is currently served by an existing storm drain and sewer main which traverse the Project site in a north-south direction. Additionally, the Project site would be provided with additional sewer main connections along the northeast portion of the Project site and to the southeast of the Project site to connect to an existing sewer main further to the east of the Project. Moreover, the Project is

[79] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*, Page 302.
[80] Ibid, Page 298.

anticipated to provide storm drains along the southwest and northeast portions of the site, a water main along the south and southwest along the proposed access road leading up to the proposed water tank, and proposed channel to connect to an existing channel located along the southeast portion of the Project site.

The Project would comply with applicable mitigations identified in the Ritter Ranch FEIR. Additionally, as discussed above in **Section 7.14: Population and Housing**, the Project would construct fewer dwelling units than what was evaluated in the Ritter Ranch FEIR for PA 5 which assumed the development of 2,591 DU vs. the proposed 912 DUs for PUs 5X-1, 5X-2, 5W-4, and 5W-5, and there would be a reduction in anticipated new residents to the area. Therefore, the Project's anticipated demand for water, wastewater treatment, solid waste disposal, electricity, natural gas, and telecommunication facilities would be less than what was assumed by the Ritter Ranch FEIR. The Project would also be required to comply with regulatory requirements related to water conservation, solid waste management, energy consumption, etc., which are currently more stringent than when the Ritter Ranch FEIR was prepared and would further reduce utility demands compared to what was assumed in the Ritter Ranch FEIR. In particular, the Project would comply with the City's Solid Waste Management Plan (SWMP), which includes a Source Reduction and Recycling Element (SRRE) and a Household Hazardous Waste Element (HHWE). Compliance with the SWMP, including the SRRE and HHWE, and General Plan policies for solid waste would ensure impacts to landfill capacities would be minimized.

Cannon prepared a Water Supply Reliability Report (WSRR) (refer to **Appendix 9**) which supplements the water availability determination that the Project would have sufficient water supplies. The WSRR identifies the Project's water supply needs and water availability by the water provider the Los Angeles County Waterworks District Number (No.) 40 (District 40).[81]

Phases 1A and 1B of Ritter Ranch include six major land uses that require water supply: single family residential, multi-family residential, commercial, recreational areas, an elementary school, parks, medians and road-side landscaping irrigation. In order to accurately calculate water demand, the WSSR converted multi-family residential, commercial, recreational and schools to equivalent dwelling units (EDU). Multi-family residential units generate less water demand because the dwelling units per acreage is higher. **Table 3: Land Use Acreage and Equivalent Dwelling Units – Phase 1B** shows the estimated EDU conversion that was used to calculate the Project's water demand.

Table 3: Land Use Acreage and Equivalent Dwelling Units – Phase 1B

Planning Unit	Numbers of Lots	Acres (ac)	Gross Density (du/ac)	EDU
5X-1	135	25	5.4	135
5X-2*	307	18.9	16.2	215
5W-4	74	8.3	8.9	74
5W-5	111	11.2	9.9	111
Total Phase 1B	**627**	**63**	**-**	**535**

*5X-2 are Multi-Family Homes (Gross Density (16.2 > 10), and the demand is reduced by 30 percent – equivalent dwelling units (EDU) = 307 x 0.7 = 215 EDU.
Source: Cannon. October 2024. Ritter Ranch Phase 1B Water Supply Reliability Report, *Table 1, Land Use Acreage and Equivalent Dwelling Units - Ritter Ranch Phase 1A and 1B.* (See **Appendix 9**).

[81] Cannon. October 2024. *Ritter Ranch Phase 1B Water Supply Reliability Report* (see **Appendix 9**).

The total demand for Phases 1A and 1B was then calculated by multiplying the EDU by the water use factor utilized by District 40 development services staff for similar projects within the District 40 service area: 0.82 acre-feet per year (AFY) per single-family residential lot. The 2020 Urban Water Management Plan (2020 UWMP) does not define water use duty factors instead, the District 40 demands are calculated based on available meter data. When considering the target 2020 confirmed 225 Target Gallons Per Capita Demand as set forth in District 40's UWMP[82] along with 3.22 average people per Household in Antelope Valley, the demand calculates to be very close to the 0.82 acre-feet per single family residential lot. Subsequently, District 40 demands are consistent with the UWMP goals (225 gal./capita/day x 365 days/year x 1 acre-ft/325,872 gal. x 3.22 = 0.82 APY/family lot.

The total demands for equivalent dwelling units and landscape irrigation for Phases 1A and 1B are summarized below in **Table 4: Yearly Water Demand Estimate for Ritter Ranch 1A & 1B.** Please note that the Project's water demand considered for this impact is for Phase 1B only and Phase 1A water demand totals are included for information purposes only.

Table 4: Yearly Water Demand Estimate for Ritter Ranch 1A & 1B

Land Use	QTY (EDU)	Demand Factor (AFY)	Demand (AFY)
Phase 1B	535	0.82	438.70
Phase 1B Irrigation			9.49
Project Total (exclusive of parks)			**448.19**
Phase 1A	645	0.82	528.90
Phase 1A Irrigation			43.97
ELR PH1 Landscape Irrigation			11.29
Parks (inclusive of Phases 1A and 1B)			154.14
Approved Phase 1A Total			**735.3**
Cumulative Total			**1,186**
Source: Cannon. October 2024. Ritter Ranch Phase 1B Water Supply Reliability Report, *Table 4, Yearly Water Demand Estimate for Ritter Ranch 1A & 1B*. (See **Appendix 9**).			

As shown in **Table 4**, Phase 1B, inclusive of residential uses and landscape irrigation would require 448.19 AFY of water. Inclusive with Phase 1A, parks would require a water demand of 154.14 AFY. Cumulatively, water demand for Phase 1A and Phase 1B, inclusive of residential uses, landscape irrigation and parks, would be 1,186 AFY. The District 40 2020 UWMP specifically accounts for 1,108 AFY of water demand from Ritter Ranch in its assessment of water supply.[83] Table 4-2A of the UWMP provides a summary of the future water demands that the District has committed to serve.[84] Section 6.8 of the UWMP summarizes District 40's existing and planned sources of water for a 20-year period.

Section 7 of the 2020 UWMP focuses on Water Supply Reliability and Drought Risk Assessment and incorporates the Ritter Ranch water commitment in its evaluation of District 40's capacity to fulfill demand under varying hydrological conditions. The analysis ensures that the 1,108 AFY for Ritter Ranch is factored into the overall projections for normal, single-dry, and multiple-dry years. This includes assessing the

[82] UWMP Table 5.2 Page 5-1.
[83] Los Angeles County Public Works. 2021. *2020 Urban Water Management Plan for Los Angeles County Waterworks District No. 40*, Table 4-2A, Page 4-3. Available at: https://dpw.lacounty.gov/wwd/web/Documents/D40_AV2020_UWMP%20FINAL.pdf, (accessed November 2023).
[84] Ibid.

adequacy of existing and planned water sources, as well as identifying strategies to mitigate potential supply shortfalls. By including this Ritter Ranch water demand in its projections for Phase 1A and 1B and District 40's other water demands, we can determine whether District 40 has sufficient water supply under normal, average, and multiple dry year scenarios assessed in its 2020 UWMP to serve Phase 1B. Ritter Ranch Phase 1B water demand, when added to water demand for Phase 1A, exceeds District 40's committed Ritter Ranch water demand projections by 78 AFY (1,108 AFY – 1,186 AFY). In light of this slight overage, to determine whether District 40 has sufficient water supply to serve Phase 1B, the additional required demand must be added to District 40's accounted for district-wide Potable and Non-Potable Water Use demands under the various scenarios assessed in the 2020 UWMP.

Table 5: Potable and Non-Potable Water Use (UWMP Table 4-2), below adds the 78 AFY to District 40's projected water uses to determine the adjusted total projected water use amount. This new adjusted total was compared to District 40's water supply to assess water supply reliability under the various scenarios assessed in the 2020 UWMP.

Table 5: Potable and Non-Potable Water Use (UWMP Table 4-2)

Use Type	Projected Water Use (AFY)*				
	2025	2030	2035	2040	2045
Single Family Residential	40,919	43,706	46,599	49,601	52,116
Multi-Family Residential	2,212	2,364	2,518	2,683	2,819
Commercial	3,112	2,617	2,178	1,780	1,870
Industrial	3,315	3,546	3,777	4,022	4,226
Institutional / Governmental	1,035	870	726	595	625
Losses	3,808	3,998	4,202	4,419	4,643
Total	**54,400**	**57,100**	**60,000**	**63,100**	**66,300**
Ritter Ranch Phase 1B Overage	78	78	78	78	78
Adjusted Total	**54,478**	**57,178**	**60,078**	**63,178**	**66,378**

***AFY = acre-feet per year**
Source: Cannon. October 2024. *Ritter Ranch Phase 1B Water Supply Reliability Report, Table 4, Potable and Non-Potable Water Use* (See **Appendix 9**).

District 40's water supply over a 20-year period is summarized in Table 6-9 of District 40's UWMP and reproduced in **Table 6: Potable and Non-Potable Water Use (2020 UWMP Table 6-9)**, below.

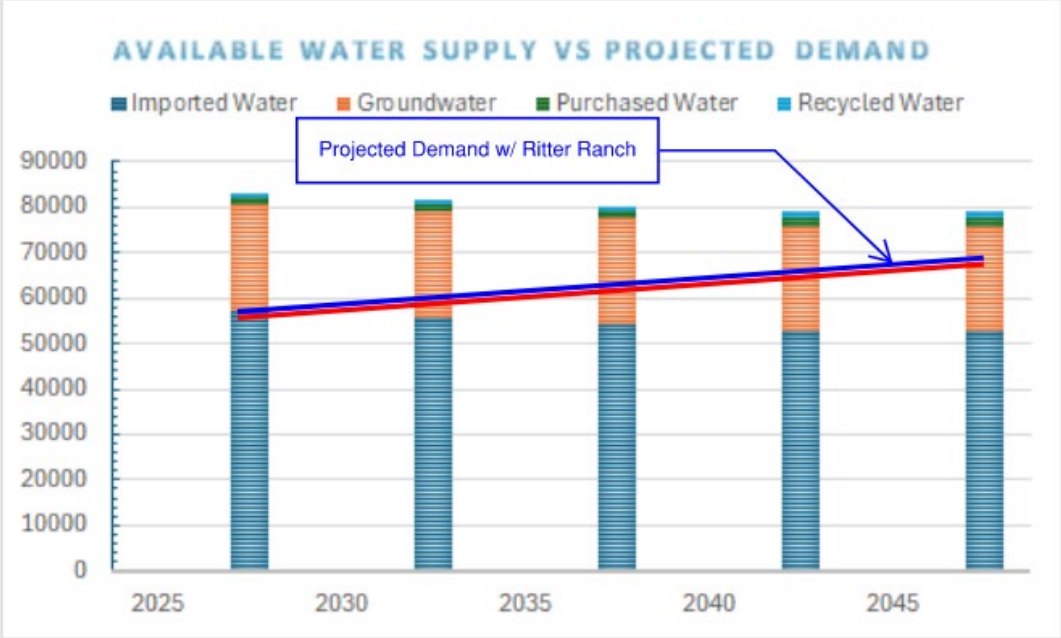
Table 6: Potable and Non-Potable Water Use (2020 UWMP Table 6-9)

Source Type	Water Supply (AFY)*				
	2025	2030	2035	2040	2045
Purchased or Imported Water	57,300	55,800	54,200	52,700	52,700
Groundwater	23,298	23,298	23,298	23,298	23,298
Purchased or Imported Water	1,733	1,733	1,733	1,733	1,733
Recycled Water	764	902	1,102	1,302	1,302
Total	**83,095**	**80,831**	**80,333**	**79,033**	**79,033**

***AFY = acre-feet per year**
Source: Cannon. October 2024. *Ritter Ranch Phase 1B Water Supply Reliability Report, Table 5, Potable and Non-Potable Water Use* (2020 UWMP Table 6-9) (See **Appendix 9**).

By plotting available water supply and projected demand in a bar chart, it is evident District 40 has sufficient supply for Ritter Ranch Phases 1A and 1B including the Elizabeth Lake Road Landscape Irrigation.

The following bar graph shows the Ritter Ranch Phase 1A and Phase 1B Demands to be with the Supply Zone (orange).



Consequently, based on the UWMP, District 40's total water supplies available during normal, single-dry, and multiple-dry years within a 20-year projection, as noted in the WSRR, District 40 will meet the projected demand associated with Phase 1B taking into account existing and future planned uses.

District 40 uses both purchased (imported) water and groundwater as its supply sources.[85] District 40 purchases water from the Antelope Valley East Kern Water District (AVEK).[86] AVEK receives most of its water supplies from the State Water Project (SWP), and is able to purchase additional SWP supplies from the Department of Water Resources (DWR).[87] In preparation for instances when AVEK's supplies from the SWP and District 40's groundwater does not meet demands during dry years, District 40 has purchased excess imported water from AVEK and "banked" it in local groundwater basins to use for future dry years.[88] Water banking involves storing imported water in an aquifer when excess supplies are available in wet years or low-demand periods and then using it in periods of drought or high water demand.[89] To maximize the use of its SWP supplies, AVEK has developed and is planning several groundwater banks including the Westside Water Bank, Antelope Valley Water Bank, and the Water Supply Stabilization Project 2.[90] AVEK's Drought Risk Assessment (DRA) indicates that there is no projected supply shortage during any single year of the five-year drought period.[91]

[85] Los Angeles County Public Works. 2021. *2020 Urban Water Management Plan for Los Angeles County Waterworks District No. 40*, Page 4-1. Available at: https://dpw.lacounty.gov/wwd/web/Documents/D40_AV2020_UWMP%20FINAL.pdf, (accessed November 2023).
[86] Ibid.
[87] Ibid.
[88] Ibid.
[89] Ibid.
[90] Ibid.
[91] Cannon. October 2024. *Ritter Ranch Phase 1B Water Supply Reliability Report,* Page 9 *(see **Appendix 9**).*

District 40 anticipates that additional water supplies will have to be acquired and imported into the Antelope Valley to meet the demands associated with the level of growth projected for the District 40 service area.[92] To acquire the additional water supplies needed, District 40 has executed a Memorandum of Understanding (MOU) with AVEK to implement a new Water Supply Entitlement Acquisition program for new developments, which will be used to acquire additional imported water supplies.[93] Developers can secure water entitlements by working with District 40 to determine the volume of new water supply needed to meet their project's annual demand.[94] The developer would then pay AVEK to purchase the new water supply permanently, and AVEK would designate the new water supply to District 40 for the developer, over and above District 40's current supply allocation.[95] However, as noted above, the UWMP already committed 1,108 AFY of water to Ritter Ranch that is accounted for in its long-term supply assessment, shows the overage can also be accommodated by District 40. In any event, even if there were a supply deficit, pursuant to the approved MOU between District 40 and AVEK, the Project site Developer would coordinate with District 40 and pay applicable fees to secure needed water supplies for the Project.

Furthermore, as discussed above, the Phase 1B Project proposes fewer dwelling units for the Project site that what was anticipated in the Ritter Ranch FEIR (the overall density within the Ritter Ranch Specific Plan would not be affected). Therefore, the Project's demand for water would be less than what was assumed in the Ritter Ranch FEIR. Additionally, The Project would be required to comply with current regulatory requirements related to water conservation, which have become more stringent than when the Ritter Ranch FEIR was prepared. This would further reduce water demands compared to what was assumed in the Ritter Ranch FEIR. Lastly, as noted in the Ritter Ranch FEIR, the project would be subject to sewer service Mitigation Measures 109 through 111, which would require the Project to pay sewer assessment fees and the design and implementation of new sewer must comply and be reviewed by the County of Los Angeles Department of Public Works and the City of Palmdale.

Based on the analysis above, it is not anticipated that the Project would result in new significant environmental effects or a substantial increase in the severity of significant effects disclosed in the Ritter Ranch FEIR related to utilities and service systems.

Ritter Ranch FEIR Mitigation Measures

#92 Adequate emergency access and circulation throughout and around the project shall be provided to the satisfaction of the Los Angeles County Sheriff's Department. Temporary emergency access shall be provided during project construction.

#93 Adequate lighting shall be provided to enhance crime prevention and law enforcement efforts to the satisfaction of the Los Angeles County Sheriff's Department. However, lights shall be designed and located so that direct lighting is confined to the property, and lighting should not be of greater intensity (wattage) than otherwise necessary for public safety.

[92] Ibid.
[93] Ibid.
[94] Ibid.
[95] Ibid.

#94 Proper address signs shall be provided for identification of locations during emergencies.

#95 The Applicant shall consult with the Los Angeles County Sheriff's Department regarding landscape standards to ensure that landscape features do not conceal potential criminal activity around buildings and in parking areas. This measure will be implemented to the satisfaction of the City of Palmdale Planning Director and City Engineer, prior to staff acceptance of Landscape Plan.

#96 Mitigation was omitted from the FEIR.

#97 Mitigation was omitted from the FEIR.

#98 All schools shall be required to implement safety programs (in accordance with State and City Guidelines) which may include where appropriate, the following:

- Crossing guards to be present to assist students in crossing the street
- School speed zone signs,
- Pedestrian crosswalks
- Flashing warning lights where sight distance is limited, as in Planning Unit 2A
- Signalized intersection or stop signs (to be provided by applicant if deemed necessary by the City traffic engineer)

#99

A. Westside Union School District. The developer shall comply with the terms of the agreement, dated November 26, 1991, between the developer and Westside Union School District as mitigation for impacts caused by development of the project on the Westside Union School District. The terms of that agreement are as follows:

   i. Development Fees. Developer hereby agrees to pay to District one dollar and ninety-nine cents ($1.99) per square foot of habitable residential development prior to the issuance of the building permit on each unit. A fee of twenty-six cents ($26) per square foot of industrial/commercial construction shall be paid to the District prior to the issuance of each commercial building permit. All such amounts shall be subject to annual adjustment pursuant to increases or decreases in the School Construction Cost Index of the Office of Local Assistance with January 1, 1992 as the base.

   ii. School Sites. In addition, Developer hereby agrees to sell to District three (3) eight acre elementary school sites with each being adjacent to a park, two (2) five acre school sites with each being adjacent to a park, and one (1) twenty - acre middle school site, designated in Exhibit B, attached hereto and incorporated herein by reference.

   The purchase price for the District shall be the fair market value of each site at the time escrow is opened, not to exceed $100.00 per acre plus annual adjustments based upon increases or decreases in the school construction cost index of the Office of Local Assistance with January 1, 1992 as the base. The fair market value shall include, all offsite improvements and grading of the site.

In the event that the parties cannot agree on the fair market value, each party shall obtain an appraisal from an MAI certified appraiser. If the two appraisals are within $5,000 of each other, the FMV shall be the lowest, value plus one-half of the difference. If the difference between the two appraisals is more than $5,000, the County Superintendent of Schools shall designate a third appraiser who shall be independent of the parties and MAI certified and who shall conclusively establish the fair market value. The cost of the third appraisal shall be borne equally by the parties.

Developer shall perform all offsite improvements such as roads, curbs, gutters, water (with a flow guaranteed to meet fire safety requirements) sewer, and utilities to the site for no cost to District except as provided above. Developer shall also provide rough grading of the site to District's reasonable specifications. Title to the site shall be transferred to District, free and clear of all monetary liens, assessments, taxes and encumbrances and easements or any restrictions which interfere with the District's plans to use the property for the development of the school sites prior to the filing of any final map on the tract. Onsite and offsite improvements shall be performed concurrently with improvements on the remainder of the tract.

The District may exercise its right to acquire the property by serving written notice on Developer and opening an escrow account. Developer shall within thirty (30) days of receipt of notice deposit a gram deed conveying title as referred to above. Notice by the District to purchase the property shall not be served earlier than the filing of a final subdivision map on any adjacent property. The District shall indicate its intent to purchase any particular school site no later than one (1) year after the filing of a final subdivision map on any adjacent property. District shall deposit the purchase price in escrow. Escrow shall close within thirty days of opening.

B. Antelope Valley Union High School District. The Developer shall provide the mitigation to the District in order to provide its contribution toward the District's fifty (50) percent share of funding a new high school on the site, pursuant to Government Code Section 65995 and Education Code Section 17700 et. Seq. (School Facility Funding Law):

   i. Developer Fees. Developer shall pay to the District one dollar and twenty cents ($1.20) per square foot of habitable residential development, including senior housing, prior to the issuance of the building permit on each unit. A fee of twenty-six cents ($.26) per gross leasable square foot of industrial/commercial construction shall be paid to the District prior to the issuance of each commercial building permit. All such amounts shall be subject to annual adjustment pursuant to increases or decreases in the School Construction Cost Index of the Office of Local Assistance with January 1, 1992 as the base.

   ii. School Sites. In addition, Developer hereby agrees to offer the District a site for purposes of constructing a high school thereon, with the terms of dedication as set forth herein. The Developer shall dedicated fifty (50) acres of land in Planning Area 3A for a school site to the District to the District at no cost to the District. The specific fifty (50) acres of the seventy-six (76) acres in Planning Area 3A shall be at the election of the District. Title to the site shall be transferred to District free and clear of all monetary liens, assessments, taxes and encumbrances and easements or any restrictions which interfere with the District's plans to use the property for the

development of the school site prior to the filing of any final map on a subdivision tract in the Specific Plan area. In the event that site preparation work on the school site, including provision of access to Elizabeth Lake Road and utilities, exceeds the amount of $4,300,000, the Developer shall pay fifty (50) percent of the amount over that figure, not to exceed a total of $350,000.

iii. Transfer Procedures. The District may exercise its right to acquire the site specified above by serving written notice on Developer and opening an escrow account. Developer shall within thirty (30) days of receipt of notice deposit into the escrow a grant deed conveying title as referred to above. Escrow shall close within thirty days of opening.

#100 Onsite telephone facilities shall be provided by utilizing joint trenches.

#101 Developers of individual properties within the Specific Plan area will be responsible for payment of assessment fees and installation of required conduits prior to issuance of occupancy permits.

#102 All permanent power lines shall be placed underground (consistent with the City's current Underground Ordinance) by the applicant prior to issuance of occupancy permits.

#103 The project applicant shall coordinate with SCE to ensure that adequate electrical service is provided to the proposed development and that service connection activities will be performed in cooperation with SCE to minimize any short-term impacts.

~~**#104** The applicant shall cause the project area to be annexed to the Los Angeles County Waterworks District No. 40, Regional #34, service area.~~ [Not applicable. The Project has already been annexed into WWD40, and mitigation #104 is therefore no longer applicable.]

#105 As required by state law, water conservation measures will be incorporated into the project:

- Low-flush toilets and urinals
- Low-flow showers and faucets
- Insulation of hot-water lines in water recirculating systems
- All fixtures must be California Energy Commission (CEC) certified

Public lavatory facilities must be equipped with self-closing valves.

#106 Additional interior and exterior water conservation measures shall be implemented where applicable and feasible:

Interior:

- Supply line pressure water pressure greater than 50 pounds per square
- inch (psi) shall be reduced to 50 psi or less by means of a pressure
- reducing valve.
- Drinking fountains shall be equipped with self-closing valves.

- Laundry facilities shall use water-conserving models of washers.
- Ultra low-flush toilet (M/2 gallons per flush) shall be installed in all new construction.

Exterior

- Landscape with low water-consuming plants wherever feasible.
- Minimize use of lawn by limiting it to lawn-dependent uses, such as playing fields. When lawn is used, require warm season grasses.
- Group plants of similar water use to reduce overirrigation of low-water using landscaping.
- Provide information to project residents and tenants regarding benefits of low-water using plants.
- Use mulch extensively in all landscape areas. Mulch applied on top of soil will improve the water-holding capacity of the soil by reducing evaporation and soil compaction.
- Preserve and protect existing trees and shrubs. Established plants are often adapted to low-water-using conditions and their use saves water needed to establish replacement vegetation.
- Install efficient irrigation systems which minimize runoff and evaporation and maximize the water which will reach the plant roots. Drip irrigation, soil moisture sensors and automatic irrigation systems are a few methods to consider in increasing irrigation efficiency and may be feasible for the project.
- Use pervious paving material whenever feasible to reduce surface water runoff.

#107 Provision of water service to the proposed project will be required as a part of the project development and will occur to the satisfaction of the City of Palmdale prior to issuance of building permits. Project implementation will require mitigation in coordination with the City of Palmdale, Los Angeles County Waterworks District No. 40, Region 34, and the Los Angeles County Fire Department.

#108 Aboveground water storage tanks shall be designed with appropriate grading, color, and landscaping techniques to minimize visual impacts to be reflected in applicable Landscape Plans and Grading Plans.

#109 The project developer will be required to pay sewer assessment will provide adequate onsite wastewater conveyance facilities and will conform with City Public Works Department and County Sanitation District No. 20 development standards pertaining to wastewater. All structures/facilities will connect to the sanitary sewer system. No septic systems will be allowed with the possible exception of restroom facilities located in the remote specialty parks.

#110 Any sewer proposed for incorporation into the Sanitation Districts trunk sewer network for operation and maintenance, shall be reviewed and approved by (The Sanitation District, prior to any construction.

#111 On-site local sewers shall be designed and approved by both the County of Los Angeles Department of Public Works and the City of Palmdale.

#118 ~~Information shall be provided as reviewed and approved by the City to business owners concerning the recycling services in the development area at the time of occupancy.~~ [Not Applicable. There are no "businesses" included in Phase 1B.]

#119 The applicant shall distribute an educational pamphlet to homeowners at the time of occupancy, describing the solid waste disposal problem and methods of reducing solid waste impacts that are available to project residents as reviewed and approved by the City.

#120 This mitigation was omitted from the FEIR.

#121 The applicant shall provide solid waste recycling center(s) onsite to serve commercial, active recreation, and residential areas, to the satisfaction of the City Director of Public Works (to be verified at design level review for each Development Application).

#122 Where applicable the applicant shall comply with the provisions of the City's Source Reduction and Recycling Element, and the City's Household Hazardous Waste Element, after those elements are adopted by the City Council.

7.18 Wildfire

The Ritter Ranch FEIR addresses fire hazards under Section IV.K, Public Services and Utilities. The Ritter Ranch FEIR concludes that there would be increased fire hazard with implementation of the Ritter Ranch SP, but impacts would be reduced to a less than significant level with implementation of mitigation measures and construction of additional fire facilities.[96] Consequently, potential impacts to wildfire is not new information.

The City General Plan Safety Element identifies that the Project site is located in a Very High Fire Hazard Severity Zone (VHFHSZ).[97] According to the California Department of Forestry and Fire Protection, the Project site is located in a local responsibility area and a VHFHSZ.[98] The Project would construct residential development that was planned for in the Ritter Ranch SP. Development of the dwelling units would be subject to compliance with Development Standards and Design Guidelines outlined in the Ritter Ranch SP and the PD, including requirements relating to water supply and fuel management zones. The Project would also be required to comply with applicable mitigation measures in the Ritter Ranch FEIR related to fire protection, including provision of a fire station, and would be subject to the fuel modification zone requirements of the Ritter Ranch Specific Plan, which would address hazards associated with wildland fires. Additionally, the dwelling units would be designed for compliance with the 2022 California Building Code. All building materials would comply with extended testing requirements and labeling where required for ignition-resistant construction. In compliance with the 2022 California Building Code exterior

[96] Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*. Pages 294 and 302.
[97] City of Palmdale. 2022. *Chapter 13 Safety Element*, Page 333. Available at: https://static1.squarespace.com/static/5c7dc93065a707492aca3e47/t/635311bdf7cddb1b01941440/1666388437627/PalmdaleGPU_Ch13_10322.pdf, (accessed November 2023).
[98] California Department of Forestry & Fire Protection. 2024 https://experience.arcgis.com/experience/03beab8511814e79a0e4eabf0d3e7247/, (accessed August 2024).

building elements would be designed to comply with protection requirements listed in Sections 705A through 710A to protect against ignition and intrusion of embers. Compliance with requirements outlined in the Ritter Ranch SP and Ritter Ranch FEIR related to fire protection, and current local and state regulations addressing fire hazards and fire protection, which are more stringent than when the Ritter Ranch FEIR was prepared will ensure that the Project does not result in new significant environmental effects. Additionally, the proposed water tank and associated infrastructure (refer to Figures 3 and 6) would also help mitigate potential effects from wildfires.

Based on the analysis above, the Project would not result in new significant environmental effects or a substantial increase in the severity of significant effects previously disclosed in the Ritter Ranch FEIR related to wildfire.

8.0 CUMULATIVE IMPACTS DISCUSSION

Section 15065 of the CEQA Guidelines states that a lead agency shall find that a project may have a significant effect on the environment where there is substantial evidence that the project has potential environmental effects that are individually limited by cumulatively considerable. As defined in Section 15065(a)(3) of the CEQA Guidelines, cumulatively considerable means "that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probably future projects."

As demonstrated in the preceding discussions, the proposed Project would result in comparable impacts, but in no case would exceed the scope or intensity of environmental impacts considered and addressed in the certified Ritter Ranch FEIR. Similarly, potential cumulative impacts of the Project would be comparable to, but no greater in scope or intensity than, cumulative impacts as presented in the Certified FEIR. The Ritter Ranch FEIR quantified cumulative impacts based on City General Plan forecasts and identified significant cumulative impacts concerning air quality, biological resources, noise, public services and utilities, and growth-inducing impacts. Where applicable, these cumulatively considerable impacts are mitigated on a project-by-project basis. In other cases, the only feasible mitigation for cumulative impacts may involve the adoption of ordinance or regulations. Additionally, the most recent City General Plan was adopted on October 22, 2022, and amended on March 15, 2023. The General Plan establishes goals and policies to minimize adverse environmental effects, as described throughout this Addendum EIR. The proposed Project would also be consistent with the City's General Plan and Municipal Code.

The cumulative effects resulting from build out of the City General Plan were previously identified in the City General Plan FEIR. Similarly to the Ritter Ranch FEIR, the City General Plan FEIR concluded that impacts concerning air quality and utilities and service systems (i.e., water and wastewater) resulting from GP implementation would be cumulatively considerable. The type, scale, and location of the Project is consistent with City General Plan and zoning designation and is compatible with the pattern of development that has been approved for adjacent properties. Because of this consistency and, with adherence to General Plan policies, the potential cumulative environmental effects of the Project would fall within the impacts identified in the City General Plan FEIR. As no cumulative impact greater than that identified in the City General Plan FEIR would result from either the construction or occupation of the proposed industrial uses, a less than significant impact is anticipated to occur.

In addition to cumulative development within the City General Plan area, the analysis of transportation and related impacts (such as air quality, greenhouse gases and noise) considers the effects of regional traffic growth, based on existing and future traffic volumes from the current regional growth model maintained by the Southern California Association of Governments (SCAG). SCAG's 2020 Connect SoCal (2020-2045 Regional Transportation Plan/Sustainable Communities Strategy [RTP/SCS]) includes long-range regional transportation plans, regional transportation improvement programs, regional housing needs allocations, and other plans for the region. While SCAG has recently approved its 2024 Connect SoCal (2024-2050 RTP/SCS), the City General Plan is consistent with SCAG's regional policies including those in the 2020 RTP/SCS, which was the prevailing RTP/SCS at the time of the General Plan FEIR

approval. Therefore, the Project is included under the analysis of the City's GP EIR and SCAG's Connect SoCal.

On this basis, the Project would not result in new significant cumulative impacts or substantially more severe cumulative impacts than considered in the Certified FEIR. No changes or additions to the Certified EIR analysis are necessary.

9.0 ENVIRONMENTAL REVIEW DETERMINATION

As demonstrated in the assessment provided above, the Project is consistent with the development assumptions outlined in the Ritter Ranch SP, which was evaluated in the Ritter Ranch FEIR. Based on the Project, as well as a review of the technical studies and other information provided, and the environmental assessment provided of this document, the Project was determined to not result in any new environmental effects or create a substantial increase in the severity of previously identified significant effects beyond what was evaluated and disclosed in the Ritter Ranch FEIR.

None of the conditions requiring preparation of a Subsequent EIR or Supplemental EIR have been met and no changes or additions to the Ritter Ranch FEIR are necessary.

With regard to Section 15162 of the CEQA Guidelines:

- The Project would allow for development of a portion of the Ritter Ranch SP PA 5. Specifically, the Project would occur within PUs 5W-4, 5W-5, 5X-1, 5X-2, 5U, and 5T of the Ritter Ranch SP. The Ritter Ranch SP allows for development of PUs 5X and 5W with up to 820 residential units. The Project proposes the development of 627 dwelling units. Therefore, the Project proposes fewer residential units than the amount identified in the Ritter Ranch SP and evaluated in the Ritter Ranch FEIR. That is, 1,411 dwelling units still remain available for potential future development in PA5 even after the aforementioned allocations to Phase 1A and 1B. Therefore, the Project does not propose substantial changes which will require major revisions to the Ritter Ranch FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Accordingly, a Subsequent EIR would not be required for the Project based on CEQA Guidelines Section 15162 (a)(1).
- Since the Ritter Ranch FEIR was certified in 1992, there has not been any substantial changes in circumstances under which the currently proposed Project would be undertaken. Like the conditions that existed when the FEIR was certified in 1992, areas surrounding the Ritter Ranch SP are largely undeveloped, with exception of the eastern portions of the City Ranch Specific Plan, which was developed around 2005, and is now referred to as the Anaverde Nuevo Specific Plan. However, development of the City Ranch Specific Plan was discussed and anticipated as part of the Ritter Ranch FEIR; thus, the existing development within the Anaverde Nuevo Specific Plan does not comprise a “substantial change” that would warrant major revisions to the FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Therefore, a Subsequent EIR would not be required for the Project based on CEQA Guidelines Section 15162(a)(2).

No new information of substantial importance was found that would:

A. Create new significant environmental effects;

B. Increase the severity of previously examined environmental effects;

C. Determine that mitigation measures or alternatives previously found not to be feasible would in fact be feasible; or,

D. Introduce mitigation measures or alternatives that are considerably different from those analyzed in the Ritter Ranch FEIR that would reduce significant impacts and that the Project proponent is not willing to adopt.

Based on substantial evidence, neither a Subsequent EIR nor a Supplemental EIR is required for the Project based on CEQA Guidelines Section 15162 (a)(3) because none of the following conditions are met:

A. When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the bases of substantial evidence in the light of the whole record, one or more of the following:

   a. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

   b. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

   c. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

      i. The project would have one or more significant effects not discussed in the previous EIR or negative declaration;

      ii. Significant effects previously examined would be substantially more severe than shown in the previous EIR;

      iii. Mitigation measures or alternatives previously found not be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

      iv. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

This Addendum to the Ritter Ranch FEIR, pursuant to CEQA Guidelines Section 15164, documents the above findings.

Therefore, the Project will rely on information and analysis in the Ritter Ranch FEIR, as set forth in this EIR Addendum, and on implementation of the Final EIR mitigation measures to satisfy the CEQA requirements for the review of the Potential impacts of proposed VTTMs 51508-03, 63145, CDEV23-0002, and CUP 23-0018.

Additionally, California Government Code Section 65457 provides a CEQA exemption that allows residential development projects, subdivisions, and zoning changes to be exempt from Division 13 of the Public Resources Code. The exemption applies if the project is consistent with a specific plan that has an environmental impact report (EIR) certified after January 1, 1980, and if none of the factors that would trigger a supplemental environmental review have occurred. The exemption also has a shorter statute of limitations than other CEQA exemptions. This EIR Addendum demonstrates that no subsequent or supplemental EIR is required, and the Project is consistent with the Ritter Ranch Specific Plan. As such, the City has the authority to deem the Project exempt from CEQA.

10.0 REFERENCES

BFSA Environmental Services. 2022. *Cultural Resources Study Update for Phase 1B of the Ritter Ranch Project*.

California Department of Conservation. 1983. *Mineral Land Classification and Index to Detailed Zone & Sector Maps for the Saugus – Newhall & Palmdale P-C Regions*. Available at: https://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=mlc, (accessed November 2023).

California Department of Conservation. 2022. *California Important Farmland Finder*. Available at: https://maps.conservation.ca.gov/dlrp/ciff/, (accessed October 2023).

California Department of Fish and Wildlife. ND. BIOS, *NLCD 2016 Land Cover Layer*. Available at: https://apps.wildlife.ca.gov/bios/?bookmark=940, (accessed November 2023).

California Department of Forestry & Fire Protection. 2021. *Fire Hazard Severity Zone Viewer*. Available at: https://egis.fire.ca.gov/FHSZ/, (accessed November 2023).

California Department of Housing and Community Development. 2023. *CALGreen*. Available at: https://www.hcd.ca.gov/building-standards/calgreen, (accessed November 2023).

California Energy Commission. 2023. *Building Energy Efficiency Standards*. Available at: https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards, (accessed November 2023).

California Regional Water Quality Control Board Lahontan Region. 2008. *Net Waste Discharge Requirements for Ritter Ranch Development Project Phases I and III, Palmdale Hills Property, LLC (Board Order No. R6V-2008-0015 & WDID No. 6B190609004).* Available at: https://www.waterboards.ca.gov/lahontan/board_decisions/adopted_orders/2008/docs/r6v_2008_0015.pdf, (accessed September 2024).

Cannon. 2024. *Ritter Ranch Phase 1B Water Supply Reliability Report*.

City of Palmdale. 2022. *Chapter 13 Safety Element*. Available at: https://static1.squarespace.com/static/5c7dc93065a707492aca3e47/t/635311bdf7cddb1b01941440/1666388437627/PalmdaleGPU_Ch13_10322.pdf, (accessed November 2023).

City of Palmdale. 2022. *Chapter 16 Noise Element*. Available at: https://palmdale2045gp.org/wp-content/uploads/2023/05/PalmdaleGPU_Ch16_041823.pdf, (accessed November 2023).

City of Palmdale. 2022. *Chapter 5 Land Use and Community Design, Figure 5.5 General Plan Land Use Designations*. Available at: https://palmdale2045gp.org/wp-content/uploads/2023/05/PalmdaleGPU_Ch05_041823.pdf, (accessed November 2023.)

City of Palmdale. 2023. *Palmdale Zoning Map*. Available at: https://www.cityofpalmdaleca.gov/DocumentCenter/View/516/Zoning-with-street-labels-PDF?bidId=, (accessed November 2023).

City of Palmdale. *Ritter Ranch Specific Plan*, Page 4-58.

DKS. 2022. *Traffic Impact Analysis Ritter Ranch Project*.

ELMT Consulting. 2022. *Burrowing Owl Focused Survey for the Ritter Ranch Residential Development Project Located in the City of Palmdale, Los Angeles County, California.*

ELMT Consulting. 2022. *Special-Status Plant Survey for the Ritter Ranch Residential Development Project Located in the City of Palmdale, Los Angeles County, California*.

EnviroStor. 2023. *Hazardous Waste and Substance Site List (Cortese).* Available at: https://dtsc.ca.gov/dtscs-cortese-list/#:~:text=The%20Hazardous%20Waste%20and%20Substances,of%20hazardous%20materials%20release%20sites, (accessed November 2023).

FEMA. 2021. *FEMA's National Flood Hazard Layer Viewer*. Available at: https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd, (accessed November 2023).

Glenn Lukos Associates. 2018. *Results of a Biological/Regulatory Overview for the Ritter Ranch, Phase 1 Development Project*.

Los Angeles County Public Works. 2021. *2020 Urban Water Management Plan for Los Angeles County Waterworks District No. 40*. Available at: https://dpw.lacounty.gov/wwd/web/Documents/D40_AV2020_UWMP%20FINAL.pdf, (accessed November 2023).

Los Angeles County Public Works. ND. *District Overview*. Available at: https://dpw.lacounty.gov/wwd/web/About/Overview.aspx. (accessed November 2023).

Rincon Consultants, Inc. 2022. *City of Palmdale 2045 General Plan Update Draft Environmental Impact Report*. Available at: https://www.cityofpalmdaleca.gov/DocumentCenter/View/11872/Palmdale-General-Plan-Public-Draft-Environmental-Impact-Report-PDF, (accessed November 2023).

Robert Bein, William Frost & Associates. 1992. *Final Environmental Impact Report Ritter Ranch Specific Plan and Associated Annexation Areas*.

ERRATA TO THE ADDENDUM TO THE RITTER RANCH SPECIFIC PLAN (AND ASSOCIATED ANNEXATION AREAS) FINAL EIR

STATE CLEARINGHOUSE NO. 90010124

Lead Agency:

City of Palmdale
38250 Sierra Hwy
Palmdale, CA 93550

Consultant:

Kimley-Horn and Associates, Inc.
3801 University Avenue, Suite 300
Riverside, CA 92501

January 2025

Errata to the EIR Addendum

INTRODUCTION TO THE ERRATA

Following publication of the Draft EIR Addendum (dated December 20, 2024, and considered at the January 16, 2025, Planning Commission hearing), City staff identified certain minor technical corrections to be incorporated into the Final EIR Addendum. This errata provides changes to the Draft EIR Addendum that have been made to clarify, correct, or supplement the information provided in that document. The changes described in this section do not add significant new information to the EIR Addendum, nor do these minor changes affect the EIR Addendum conclusion, that the Project is adequately addressed in the Final EIR Addendum and does not represent any new significant impact or substantially severe impact than addressed in the Final EIR Addendum.

Changes to the Draft EIR Addendum are listed by Section, page, paragraph, etc. to best guide the reader to the revision. Changes are identified as follows:

- Deletions are indicated by ~~strikeout text.~~
- Additions are indicated by <u>underline text.</u>

CHANGES TO THE EIR ADDENDUM

The following text is hereby incorporated into and revises the EIR Addendum:

Cover Page, Page 1

~~December 2024~~ <u>January 2025</u>

Project Approvals, Page 14

<u>The applicant is requesting approval of a Planned Development (CDEV 23-0002) for Phase 1B of Planning Area 5, which is implemented through a Conditional Use Permit (CUP 23-0018) as required by the SP. In conjunction with CDEV 23-002, the applicant is requesting approval of VTTM's 23-0003/23-0004 to reinstate the prior approved VTTMs5 1508-3 and 63145. The requested approvals would allow the subdivision of 75 acres for the comprehensive development and construction of 627 single-family residences (135 detached and 492 attached) and the associated open space, trails, neighborhood recreation areas, community parks, landscaping, public utility infrastructure, development identification signs, and public roadways/bikeways.</u> ~~The Project site covered by the proposed Project has a General Plan land use designation of Specific Plan (SP-Ritter Ranch) and is zoned Specific Plan. While the Ritter Ranch SP identifies a land use designation of SFA (single-family attached), in the prior PD approval for Phase 1A of Ritter Ranch, single-family detached homes were approved consistent with procedures and process provided in the Specific Plan. Single-family detached homes and single family attached units are proposed in the current PD and CUP applications consistent with procedures and process provided in the Specific Plan. Pursuant to the Specific Plan, the currently requested approvals do not require a General Plan Amendment, Specific Plan Amendment, or zone change.~~

~~The Project contemplates the approval of the two proposed VTTMs (VTTMs 51508-03 and 63145), proposed Ritter Ranch Phase 1B PD CDEV23-0002, and an associated residential planned development~~

~~CUP to authorize alternative lot and subdivision design standards that implement a portion of PA 5 (Ranch Center) of the approved Ritter Ranch SP.~~

Section 7.1 Aesthetics

1. The first paragraph on page 20 (last sentence) is revised as follows:

However, after implementation of Mitigation Measures 56 through 64~~5~~, significant impacts due to removal of natural habitat/open space, grading of hillsides and filling portions of natural stream courses, and increased lighting would remain.

Section 7.4 Biological Resources

1. Jurisdictional Drainages on page 28 (last sentence) is revised as follows:

The access road drainage course impacts would be addressed through Final EIR Mitigation Measure No~~s~~. ~~38 and 40~~48.

Section 7.10 Hydrology and Water Quality

1. The third paragraph on page 43 (last four sentences) is revised as follows:

~~The~~ Although a portion of the Project site is ~~also not~~ within the 100-year flood plain, per Mitigation Measure No. 31, below, all drainage facilities shall be designed and constructed in accordance with the City of Palmdale Drainage Master Plan and the Los Angeles County Hydrology Manual to the satisfaction of the City Engineer. In addition, ~~and~~ the Pacific Ocean is approximately 65 miles to the west of the Project site. Therefore, the proposed uses are not subject to flood hazards, tsunamis, or seiche hazards. Additionally, the storm drain infrastructure for the Project would be designed in compliance with the City Design Manual for 10-year, 25-year, and 50-year storm events.

Section 7.13: Noise

1. The first paragraph on Page 47 (6th sentence) is revised as follows:

To offset the anticipated noise impacts, the Ritter Ranch FEIR notes that buildout of the Ritter Ranch Specific Plan community should implement mitigation measures 51, 52, and 53~~, and 55~~.

Section 7.18: Wildfire

1. The second paragraph on page 64 (5th sentence) is revised as follows:

The Project would also be required to comply with applicable mitigation measures in the Ritter Ranch FEIR related to fire protection~~, including provision of a fire station,~~ and would be subject to the fuel modification zone requirements of the Ritter Ranch Specific Plan, which would address hazards associated with wildland fires.

City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OFFICE OF THE CITY MANAGER**
CITY CLERK DIVISION

DISTRICT **ALL**

SUBJECT: **APPOINT A MEMBER OF THE COUNCIL TO SERVE AS THE DELEGATE ON THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL COUNCIL DISTRICT 43 FOR A TWO-YEAR TERM**

RECOMMENDATION

Staff recommends that the Council:

Appoint a member of the Council to serve as the delegate on the SCAG Regional Council District 43 for a two-year term.

BACKGROUND

The Regional Council is SCAG's main decision-making board, made up of 86 local elected officials. These members represent six counties and 191 cities within the SCAG area. The Council includes representatives from 67 districts comprising one or more cities with similar population sizes and geographic areas. It also includes one representative from each of the six counties and representatives from County Transportation Commissions and tribal governments in the region.

The Regional Council has general authority to conduct the affairs of SCAG and implements the policy direction provided at the annual General Assembly of the membership. In addition, the Regional Council acts upon policy recommendations from SCAG policy committees and external agencies; appoints committees to study specific problems and programs; amends, decreases, or increases the proposed budget to be reported to the General Assembly; and directs the actions of the agency throughout the year.

DISCUSSION

The SCAG Regional Council District 43 seat rotates every two years between Palmdale and Lancaster. The term of office is ending for the Lancaster representative. Staff recommends the appointment of a Councilmember to serve as the delegate of SCAG Council District 43 for a two-year term to expire in January 2027.

FISCAL IMPACT

$0; There is no fiscal impact associated with this item.

STRATEGIC PLAN

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

D. Strengthen regional, state, and national partnerships to enhance our legislative presence.

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:	Rochelle Scott, City Clerk
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

City Council Staff Report

DATE: **FEBRUARY 18, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY ATTORNEY'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **REVIEW OF FAIR POLITICAL PRACTICES COMMISSION ("FPPC") BIANNUAL ELECTION LOCAL CONTRIBUTION LIMITATION; CITY COUNCIL CONSIDERATION OF REMOVAL OF CAMPAIGN CONTRIBUTION LIMITATIONS FOR CITY OF PALMDALE ELECTIONS**

RECOMMENDATION

Staff recommends that the City Council review the new FPPC contribution "cap" of $5,900.00 and determine if the best interests of the community are served by the cancellation of this state imposed contribution cap and allowing contributors to contribute, in a transparent and publicly viewable form.

BACKGROUND

Pursuant to law, the FPPC reviews and adjusts the contribution maximum cap for contributions in election campaigns in January of every odd calendar year. For 2025 and 2026, the newly established maximum contribution is $5,900.00. The FPPC two page set of guidelines is attached to this report for your use and information.

State law, in California Government Code Section 85702.5, allows a city council to adjust this maximum cap, up, down or eliminate it entirely if the community interests are best served by a change. The decision to change is wholly within the discretion of the City Council. If a change is desired, either a resolution or ordinance would be prepared to carry out the change. It is recommended that the City Council consider adopting the attached resolution that removes a contribution cap as being applicable to City of Palmdale elections.

DISCUSSION

The City Council, under the authority of California Government Code Section 85702.5, may establish a contribution that is different than the FPPC rate. The FPPC rate applies in every city jurisdiction that does not have its own limitations adopted. Some cities have

established the rate at essentially “unlimited” (effectively no maximum), some have adopted a higher cap and some lower. There is no “test” or formula to dictate, but instead it's the City Council’s determination as to what best serves the community.

The City Council should consider the attached Resolution that removes the State specified cap on campaign contributions and not impose any campaign contribution limitations.

FISCAL IMPACT

0$. There is no significant fiscal impact on City services associated with an amendment to the campaign-contribution maximum.

STRATEGIC PLAN

Goal II:

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

Prepared by:	William P. Curley, III, City Attorney
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENT

FPPC Guidelines (2 pages)
Reso. No. CC 2025-022

California Fair Political Practices Commission
California State Contribution Limits

(Effective January 1, 2025 - December 31, 2026)

Candidates seeking a state office and committees that make contributions to state candidates are subject to contribution limits from a single source. As of January 1, 2021, a state campaign contribution limit applies by default to city and county candidates when the city or county has not already enacted a law addressing a local contribution limit on such candidates. (Sections 85301 - 85303.) Contributions from affiliated entities are aggregated for purposes of the limits. (Regulation 18215.1.) The chart below shows the current limits per contributor for state offices and city and county candidates when the city or county does not have laws addressing a local contribution limit on such candidates. The primary, general, special, and special run-off elections are considered separate elections. Contribution limits to candidates apply to each election. Contribution limits to officeholder and other committees apply on a calendar year basis. Contact your city or county about contribution limits for local offices.

Contribution Limits to State and Local* Candidates Per Election

	Contributor Sources		
Candidate or Officeholder	**Person (individual, business entity, committee/PAC)**	**Small Contributor Committee (see definition on page 2)**	**Political Party**
* City and County Candidates subject to Section 85301 (d)	$5,900	$5,900	$5,900
Senate and Assembly	$5,900	$11,800	No Limit
CalPERS/CalSTRS	$5,900	$11,800	No Limit
Lt. Governor, Secretary of State, Attorney General, Treasurer, Controller, Supt. of Public Instruction, Insurance Commissioner, and Board of Equalization	$9,800	$19,600	No Limit
Governor	$39,200	$39,200	No Limit

*State campaign contribution limit will by default apply to city and county candidates when the city or county does not have laws addressing a contribution limit on such candidates.

Contributions to Other State Committees Per Calendar Year

	Contributor Sources
Committee	**Person (individual, business entity, committee/PAC)**
Committee (Not Political Party) that Contributes to State Candidates (PAC)	$9,800
Political Party Account for State Candidates	$49,000
Small Contributor Committee	$200
Committee Account NOT for State Candidates (Ballot Measure, PAC, Political Party)	No Limit*

*State committees (including political parties and PACs) may receive contributions in excess of the limits identified above as long as the contributions are NOT used for state candidate contributions. (Regulation 18534.)

Contributions to State Officeholder Committees Per Calendar Year

	Contributor Sources	
Committee	**Any Source (Person, Small Contributor Committee or Political Party)**	**Aggregate From All Sources**
Senate and Assembly	$4,900	$81,400
CalPERS/CalSTRS	$4,900	$81,400
Lt. Governor, Secretary of State, Attorney General, Treasurer, Controller, Supt. of Public Instruction, Insurance Commissioner, and Board of Equalization	$8,100	$162,900
Governor	$32,600	$325,700

California Fair Political Practices Commission
California State Contribution Limits

(Effective January 1, 2025 - December 31, 2026)

The contribution limits are effective for elections held between January 1, 2025 and December 31, 2026. (Regulation 18545.) These limits do not apply to contributions made to elections in previous years. Such contributions are subject to the limits in place for that year see previous charts.

Legal Defense Funds

Contributions raised for a legal defense fund are not subject to contribution limits or the voluntary expenditure ceiling. However, a candidate or officeholder may raise, in total, no more than is reasonably necessary to cover attorney's fees and other legal costs related to the proceeding for which the fund is created. (Section 85304; Regulation 18530.4.)

Recall Elections

A state officeholder and city or county officeholder subject to Section 85301 (d) who is the subject of a recall may set up a separate committee to oppose the qualification of the recall measure and, if the recall petition qualifies, the recall election. Neither contribution limits nor voluntary expenditure ceilings apply to the committee to oppose the recall that is controlled by the officeholder who is the target of the recall attempt. Candidates running to replace an officeholder who is the target of a recall are subject to the contribution limits and the expenditure limits applicable to the election for that office. (Section 85315; Regulation 18531.5.)

Ballot Measure Committees

Contributions to ballot measure committees controlled by a candidate for elective state office or a candidate for elective city or county office subject to Section 85301 (d) are not limited.

Contributions from State Candidates and Candidates subject to Section 85301 (d)

A state candidate or candidate for elective city or county office subject to Section 85301 (d) may not contribute more than $5,900 to a committee controlled by another state candidate or candidate for elective city or county office subject to Section 85301 (d) This limit applies on a per election basis and includes, in the aggregate, contributions made from the candidate's personal funds and from campaign funds. (Section 85305; Regulation18535.) This limit does not apply to a committee controlled by a state candidate or a committee controlled by a candidate for elective city or county office subject to Section 85301 (d) to oppose their recall or their contributions made to a legal defense fund established by a candidate for elective state office or candidate for elective city or county office subject to Section 85301(d). It also does not apply to contributions made by a candidate for elective state office or a candidate for elective city or county office subject to Section 85301 (d) to a ballot measure committee controlled by another state candidate or candidate for elective city or county office subject to Section 85301 (d). Please note there are certain rules applicable to use of funds held by state officeholder committees (See Regulation 18531.62.)

Communications Identifying State Candidates

Any committee that makes a payment or a promise of payment totaling $50,000 or more for a communication that:

1. Clearly identifies a state candidate; but
2. Does not expressly advocate the election or defeat of the candidate; and
3. Is disseminated, broadcast, or otherwise published within 45 days of an election, may not receive a contribution from any single source of more than $49,000 in a calendar year if the communication is made at the behest of the candidate featured in the communication. (Section 85310.)

Officeholder Committees

Officeholder contributions must be cumulated (in full) with any other contributions from the same contributor(s) for any other future elective state office or elective city or county office subject to Section 85301 (d) for which the officeholder maintains a controlled committee during the term of office in which the contribution is received. Contributions to candidates for future elections and to their officeholder account are cumulated for purposes of contribution limits. (Regulation 18531.62.)

Contributions from State Lobbyists

A state lobbyist may not contribute to a state officeholder's or candidate's committee if the lobbyist is registered to lobby the agency of the elected officer or the agency to which the candidate is seeking election. The lobbyist also may not contribute to a local committee controlled by any such state candidate. (Section 85702; Regulation 18572.) In addition, effective January 1, 2015, lobbyists and lobbying firms may no longer take advantage of the $500 or less home/office fundraiser exception that is available to other individuals and entities. (Section 82015(f).)

Local Elections

Many cities and counties have local contribution limits and other election rules. The FPPC posts local campaign ordinances that are provided to the FPPC on its website. Always check with your city or county about contribution limits for local elections and for the most up-to-date information. A state campaign contribution limit applies by default to city and county candidates when the city or county has not already enacted a law addressing a local contribution limit on such candidates.

Definitions

Person: An individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert. (Section 82047.)

Small Contributor Committee: Any committee that meets all of the following criteria:

(a) The committee has been in existence for at least six months.

(b) The committee receives contributions from 100 or more persons.

(c) No one person has contributed to the committee more than $200 per calendar year.

(d) The committee makes contributions to five or more candidates. (Section 85203; Regulation 18503.)

Political Party Committee: The state central committee or county central committee of an organization that meets the requirements for recognition as a political party under Elections Code Section 5100. (Section85205.)

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE RELATING TO ELIMINATING CAMPAIGN CONTRIBUTION LIMITATIONS

I. Intent of City Council

1. Assembly Bill 571 ("AB 571 "), which became effective as of January 1, 2020, amended section 85301 of the Government Code to provide that a person shall not make to a candidate for elective county or city office, and a candidate for elective county or city office shall not accept from a person, a contribution totaling more than the amount set forth in that section per election ("Local Contribution Limitation") which is now established at $5,900.00; and

2. AB 571 also added a new section 85702.5 to the Government Code, which expressly authorizes a city, by ordinance or resolution, to establish a limit on contributions to a candidate for elective city office that is different from the Local Contribution Limitation; and

3. The City Council has determined that the Local Contribution Limitation imposed by AB 571 should not be applicable to contributions to a candidate for elective city office and by this Resolution the City Council desires to establish a different limit as authorized by section 85702.5 of the Government Code.

II. Resolution

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, correct and constitute a substantive part of this Resolution and are hereby incorporated by reference.

SECTION 2. Pursuant to section 85702.5 of the Government Code, the contribution limit imposed by section 85301 of the Government Code shall be and hereby is inapplicable to a candidate for elective city office. The City Council hereby establishes, as the different limit authorized under section 85702.5 of the Government Code, that a person may make to a candidate for elective city office, and a candidate for elective city office may accept from a person, a contribution totaling any amount.

SECTION 3. This Resolution shall be effective immediately upon approval by the City Council and remain in full force unless and until expressly repealed. The City Clerk shall certify to the passage and adoption of this Resolution, enter it into City records and file a copy of this Resolution with the Fair Political Practices Commission

as required by section 81009.5(a) of the Government Code.

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

PASSED, APPROVED and **ADOPTED** this _____ day of _____, _____.

_____
Richard J. Loa, Mayor

APPROVED AS TO FORM:

_____
William P. Curley, III
City Attorney

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City 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 _____ day of _____, 20___ by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk