PALMDALE

a place to call home

CITY COUNCIL
CITY COUNCIL CHAMBER
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
TUESDAY, OCTOBER 21, 2025
5:00 PM
www.cityofpalmdaleca.gov

WELCOME

LEGISLATIVE BODY

LAURA BETTENCOURT, MAYOR PRO TEM
AUSTIN BISHOP, COUNCILMEMBER
RICHARD J. LOA, COUNCILMEMBER
ERIC OHLSEN, COUNCILMEMBER
ANDREA ALARCÓN, COUNCILMEMBER

The City of Palmdale offers live AI-powered translation and captions through Wordly in over 60 languages. Please scan the attached QR code or visit CityOfPalmdaleCA.Gov/JoinWordly.

Translation QR Code.
Translation QR Code.pdf

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.

Public Comment Information
The public is allotted to speak a total of three (3) minutes on the Consent Calendar, Public Hearing(s), Appointment, New Business, and Closed Session. Any person who would like to address the Legislative Body on any agendized item may complete a

speaker card for the City Clerk and identify the agenda item you would like to discuss. The Speaker cards are available in the foyer of the Council Chambers

1. **CALL MEETING TO ORDER**

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

2. **ROLL CALL**
   MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, LOA, OHLSEN, ALARCÓN

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

4. **PRESENTATIONS**

   4.1 Proclamation in honor of Hispanic Heritage Month.

   4.2 Communications Division Update.

5. **CONSENT CALENDAR - Now is the time for public participation.**

   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 Adopt Resolution No. CC 2025-088, a Resolution of the City Council of the City of Palmdale authorizing the Interim City Manager to execute the agreement with Delta Dental of California and granting authorization to pay all fees; and Adopt Resolution No. CC 2025-089, a Resolution of the City Council of the City of Palmdale authorizing the Interim City Manager to execute the agreement with Vision Services Plan (VSP) and granting authorization to pay all fees, each for a three-year term with the option to extend two additional one-year terms.
   SR Reso. Nos. CC 2025-088 and CC 2025-089.docx
   Reso. No. CC 2025-088 Delta Dental of California.docx
   Agrmt No. A-9588 Delta Dental of California.pdf
   Reso. No. CC 2025-089 Vision Services Plan.docx
   Agrmt No. A-9589 Vision Services Plan (VSP) Draft.pdf

   5.3 Approve agreement with Benchmark Resources for surface mining and

reclamation act compliance services in the amount not to exceed $250,000 for a term of four (4) years.
SR Agrmt No. A-9576 with Benchmark Resources.docx
Agrmt No. A-9576 with Benchmark Resources.pdf

5.4 Adopt Resolution No. CC 2025-057, a Resolution of the City Council of the City of Palmdale approving the dual naming of Avenue Q, adding Deputy Clinkunbroomer Ave from Sierra Highway to 40th Street East.
SR Reso. No. 2025-057.docx
Reso. No. CC 2025-057.docx
Site Map.pdf

5.5 Accept Notice of Completion (NOC) for public streets, sewer, and drainage improvements for Juniper Grove Apartments located at the southeast corner of Division Street and Avenue R.
SR NOC.docx
NOC.docx
List of Completed Public Improvements.pdf
Site Map.pdf
Site Photo.pdf

5.6 Approve the minutes from the previous meeting.
Mins 10 07 2025.pdf

6. **PUBLIC HEARING - Now is the time for public participation.**

6.1 Adopt Ordinance No. 1661, an Ordinance of the City Council of the City of Palmdale, California adopting by reference the 2025 California Building Code including Appendix P, residential code including Appendix AZ, existing building code, green building standards code, energy code, plumbing code, mechanical code, electrical code, wildland-urban interface code, Title 32 Los Angeles County Fire code, and proposed amendments, finding the Ordinance exempt from the California Environmental Quality Act (CEQA); and Adopt Resolution No. CC 2025-069, A Resolution of the City Council of the City of Palmdale, California making its express findings as required by Section 17958.7 of the Health and Safety Code of the State of California relating to the adoption of the 2025 California Building Code and proposed local amendments, and finding it is not a project per CEQA.
SR Ord. No. 1661 Building Code Adoption.docx
Ord. No. 1661 2025 Building Code Adoption.docx
Exh A Ord. No. 1661.docx
Reso. No. CC 2025-069.docx

6.2 Adopt Resolution No. CC 2025-073, a Resolution of the City Council of the City of Palmdale approving the issuance of Revenue Bonds by the California Municipal Finance Authority (CMFA) in an aggregate outstanding principal amount not to

exceed $20,000,000 to finance and refinance a 48-unit qualified residential rental project to be located at 38732 9th Street East for the benefit of 9th Street E. Housing, a California Limited Partnership, or another entity to be created by Milare Housing Investments, Inc. (or and affiliate), and certain other matters relating thereto.
SR Reso. No. CC 2025-073.docx
Reso. No. CC 2025-073.docx

6.3 Adopt Resolution No. CC 2025-074, a Resolution of the City Council of the City of Palmdale approving the issuance of the California Municipal Finance Authority (CMFA) Exempt Facility Bonds in an aggregate principal amount not to exceed $60,000,000 for the purpose of financing or refinancing the acquisition, construction, improvement and equipping of Zenith on 25th, located at 25th Street East and East Ave. Q, and certain other matters relating thereto.
SR Reso. No. CC 2025-074.docx
Reso. No. CC 2025-074.docx

7. **APPOINTMENT**

Now is the time for public participation on the Appointment and New Business section.

7.1 Appoint two Councilmembers to serve on the City Manager Selection Ad Hoc Subcommittee.
SR Appoint Ad Hoc Subcommittee.docx

8. **NEW BUSINESS**

8.1 Adopt Ordinance No. 1662, an Ordinance of the City Council of the City of Palmdale Repealing and Reenacting Chapter 5.44 of the Palmdale Municipal Code (PMC) relating to Mobile Home Space Rent Control.
SR Ord. No. 1662.docx
Ord. No. 1662.docx
PMC Chapter 5.44 Redline.pdf

9. **CITY MANAGER'S REPORT**

10. **SHERIFF'S REPORT**

11. **NON-AGENDA - Now is the time for public participation.**

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

13. **CLOSED SESSION - Now is the time for public participation.**

PRESENTATION BY CITY ATTORNEY

13.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Ricky Thorstensen v. City of Palmdale, et al.
Los Angeles Superior Court 22STCV29463
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

13.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Concerning CV Communities, LLC v. Antelope Valley-East Kern Water Agency, et al.,
Los Angeles Superior Court 20STCV10953
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

13.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property Vacant Land, APN's 3053-006-015, 016; 3053-008-001, 002, 027, 028;3053-009-004, 005; 3053-010-021, 022, Palmdale, CA 93550
Agency Negotiation: Megan Taggart, Director of Economic and Community Development, Sophia Reyes, Director of Housing, Keri Smith, Director of Parks and Recreation
Negotiating Parties: Palmdale Lots, LLC and City of Palmdale
Under Negotiation: Terms of price and payment for acquisition of land with County Prop A funds
This closed session is being held pursuant to the authority of California Government Code Section 54956.8.

13.4 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager
This closed session is being held pursuant to the authority of California Government Code Section 54957.

13.5 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney
This closed session is being held pursuant to the authority of California Government Code Section 54957.

14. **ANNOUNCEMENT BY CITY ATTORNEY**

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



https://attend.wordly.ai/join/SLOR-7400

City Council Staff Report

DATE: **OCTOBER 21, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
HUMAN RESOURCES

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-088, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT WITH DELTA DENTAL OF CALIFORNIA AND GRANTING AUTHORIZATION TO PAY ALL FEES; AND ADOPT RESOLUTION NO. CC 2025-089, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT WITH VISION SERVICES PLAN (VSP) AND GRANTING AUTHORIZATION TO PAY ALL FEES, EACH FOR A THREE-YEAR TERM WITH THE OPTION TO EXTEND TWO ADDITIONAL ONE-YEAR TERMS**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2025-088, a Resolution of the City Council of the City of Palmdale authorizing the Interim City Manager to execute the agreement with Delta Dental of California, including minimal and/or non-substantial changes for a three-year term with the option to extend two additional one-year terms, and granting authorization to pay all fees; and,

2. Adopt Resolution No. CC 2025-089, a Resolution of the City Council of the City of Palmdale authorizing the Interim City Manager to execute the agreement with Vision Services Plan (VSP), including minimal and/or non-substantial changes for a three-year term with the option to extend two additional one-year terms, and granting authorization to pay all fees.

BACKGROUND

The City periodically reviews its employee benefit programs to ensure that offerings remain competitive, cost-effective, and aligned with the needs of its workforce. As part

of this process, the City issued two separate Request for Proposals (RFP), one for dental coverage and one for vision insurance coverage. The RFP process provides an open and transparent method to solicit proposals from qualified vendors, promoting fair competition and the best value for both the City and its employees. In response to the recent solicitation, the City received one proposal for dental services and three proposals for vision services. All proposals have been evaluated for compliance with the RFP requirements, cost competitiveness, and quality of benefits offered.

DISCUSSION

After completing the RFP process and reviewing benefit options, staff recommend that the City contract with Delta Dental of California for dental insurance and Vision Service Plan (VSP) for vision coverage. Both providers offer comprehensive benefits and extensive provider networks that meet the needs of employees and their families.

The proposed agreements would start with a three-year term, with the option to extend for up to two additional one-year periods, for a total of five years. This structure provides rate stability and consistent service, while allowing flexibility to review market options in the future.

FISCAL IMPACT

$175,000; Costs to administer the Delta Dental and VSP programs will not exceed a combined amount of $175,000 over the three-year initial term. Sufficient funding is budgeted in the FY 2025-26 Annual Operating Budget. Appropriations for future years will be proposed during the annual budget process.

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:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Reso No. CC 2025-088 Delta Dental of California
Agrmt No. A-9588 Delta Dental of California
Reso No. CC 2025-089 Visions Services Plan (VSP)

Agrmt No. A-9589 Vision Services Plan (VSP)

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-088

ADOPT RESOLUTION NO. CC 2025-088, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT WITH DELTA DENTAL OF CALIFORNIA AND GRANTING AUTHORIZATION TO PAY ALL FEES

WHEREAS, the City of Palmdale currently offers dental insurance benefits to eligible employees; and,

WHEREAS, the City of Palmdale finds it desirable to enter into an agreement with Delta Dental of California.

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 Interim City Manager is hereby granted the authority to enter a three-year agreement between the City of Palmdale and Delta Dental of California. The Interim City Manager is also granted authority to extend the term of such agreement for up to two additional one-year terms for a total term of up to five years.

SECTION 2. The Interim City Manager has authorization to pay all administrative fees and costs incurred under the plan as outlined in Agreement A-9588.

SECTION 3. This resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED and **ADOPTED** this 21st day of October, 2025.

_____
Laura Bettencourt, Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Severino
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 21st day of October 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

AGREEMENT NO. A-9588
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND DELTA DENTAL

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and DELTA DENTAL, a Corporation, (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

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

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

1 CITY PROJECT MANAGER

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

2 DESCRIPTION OF WORK

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

Provide Dental Services. See RFP 26-002-1300.

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

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

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

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of 1095 days from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by

CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

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

3 CONTRACTOR'S KEY PERSONNEL

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

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

CONTRACTOR's Team and Key Personnel are as follows:

TBD

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

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

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

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

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

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

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

3.3.3 CONTRACTOR shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONTRACTOR's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

4 CONTRACT TERM

The term of this Contract is Three (3) Years, commencing on the effective date, with CITY reserving the option to extend the agreement for Two (2) additional terms of one year each.

5 ACCEPTANCE AND DOCUMENTATION

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

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

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

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

6 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed One Hundred Thousand dollars ($100000) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

Per Employee Per Month (PEPM) @ $4.50

6.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 CONTRACTOR shall maintain adequate records and shall permit inspection and audit by CITY of CONTRACTOR's charges under this Contract. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONTRACTOR for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONTRACTOR shall retain its records for the time required by such laws.

6.3 **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

7 TAXES

7.1 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with state and local laws.

7.2 CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONTRACTOR or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

7.3 CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

7.4 When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

8 PATENT FEES AND ROYALTIES

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents for use in the performance of

the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONTRACTOR shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

9 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter “Indemnified Parties”) for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONTRACTOR, or its subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONTRACTOR and, as applicable, any subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement, requiring the subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONTRACTOR shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

10 INSURANCE

10.1 CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A” or better in the Best’s Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 10.8, must be reviewed and accepted by the City Attorney**.

10.1.1 Workers’ Compensation and Employer’s Liability

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

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

10.1.2 Commercial General Liability

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

10.1.3 Commercial Automobile Liability

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

10.1.4 Professional Liability (Errors & Omissions) Insurance*

- $5,000,000 limit on a per occurrence basis

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

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

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

B. "Severability of Interest" Clause.

10.4 Promptly upon execution of this Contract, and prior to commencement of any work, CONTRACTOR shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONTRACTOR has the required coverage and showing the required named insured. Within five (5) days of written request from CITY, CONTRACTOR shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

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

10.6 Any policy or policies of insurance that CONTRACTOR elects to carry as insurance against loss or damage to its equipment and tools or other personal

property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against CITY.

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

10.8 Acceptable Proof of Insurance:

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

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

10.8.3 *When professional (E&O) liability coverage is provided on a "claims made basis", CONSULTANT 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 CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

10.9 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.

10.10 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 10 will not be impacted and/or limited by such deviation.

11 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR

shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

12 TERMINATION FOR CAUSE

If CITY determines that CONTRACTOR has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, CITY shall give written notice to CONTRACTOR specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for CITY's dissatisfaction and suggest corrective measures. If, after thirty days, CONTRACTOR has failed to implement appropriate corrective measures, CITY may elect to terminate this Contract in whole or in part.

12.1 In the event CITY terminates this Contract, in whole or in part, for cause, CITY may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

12.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to complete the services. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The above is in addition to any other remedies available by law or equity to CITY.

12.3 If, after notice of termination of the Contract under the provisions of this Section 12, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 11.

13 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.

14 OWNERSHIP OF PRODUCT

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

15 DELEGATION AND ASSIGNMENT

15.1 CONTRACTOR shall not delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONTRACTOR from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

15.2 Any assignment, delegation or subcontract shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONTRACTOR under this Contract.

16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

16.1 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.

16.2 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.

17 FINANCIAL INTEREST CERTIFICATION

17.1 CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONTRACTOR's firm.

17.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

18 CONFLICT OF INTEREST

18.1 CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONTRACTOR to be "financial interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

18.2 CONTRACTOR shall not employ any City official or employee to perform any work required pursuant to this Contract.

18.3 To the extent required by the City Manager or his designee, CONTRACTOR shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

19 COMPLIANCE WITH LAW

19.1 CONTRACTOR shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States. If CONTRACTOR uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONTRACTOR.

19.2 The law of the state of California shall govern this Contract. The venue of any legal action, either formal or informal, shall be the County of Los Angeles.

19.3 If applicable, CONTRACTOR acknowledges and understands it must comply with the prevailing wage requirements as set forth in Exhibit “A” attached hereto and incorporated herein by reference, as well as the execution of a Worker’s Compensation Certificate attached hereto as Exhibit “B” and incorporated herein by reference.

20 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

21 ENTIRE AGREEMENT AND AMENDMENTS

21.1 This Contract is the complete Agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

21.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONTRACTOR hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

21.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party’s right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

22 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

SIGNATURE AREA

Salvador Mendez
Interim City Manager

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38250 Sierra Highway
Palmdale, CA 93550

DELTA DENTAL:

SIGNATURE AREA

Jennifer Thompson

ADDRESS FOR NOTICE:
DELTA DENTAL
560 Mission Street Suite 1300
San Francisco, CA 94105

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra Severino
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)
□Attached Agreement Checklist and met all requirements

DEVIATIONS and/or EXCEPTIONS FORM

Exhibit H

[X] Specifications and/or Requirements

[X] Contract for Services Provisions (No exceptions and/or deviations to insurance requirements allowed)

All deviations and/or exceptions to the requirements of this solicitation must be noted below. The City will consider any deviations and/or exceptions indicated in its award decisions. The City reserves the right to accept or reject any and all responses based on any deviation and/or exception indicated on this form. Respondents are cautioned that by taking any exception they may be materially deviating from the RFP. **Please do not attach a company letterhead in lieu of any entry on the section below.** In the absence of any entry on the section below, the bidder assures the City of their full compliance with the specification and conditions as listed in this solicitation. The page number, paragraph, and item number should be referenced when deviating from the specification and must be included.

The City reserves the right to reject any or all cost proposals as a result of this RFP and to waive any informality or irregularity in any bid proposal received and to be the sole judge of the merits of the respective cost proposals received, and to accept or further negotiate cost, terms, or conditions of any cost proposal determined by the City to be in the best interest of the City even though not the lowest cost proposal. **This form may be duplicated if additional pages are needed.**

Reference No.	**Description**
Attach. A, Page 6, Item C	Proof of Coverage The successful proposer shall immediately furnish certificates of insurance to the City of Palmdale evidencing the insurance coverage, including endorsements for each separate policy, prior to the commencement of performance of service, ~~which certificates~~ **successful proposer** shall provide **notification to the CITY** that such insurance shall not be terminated or expire without thirty (30) days written notice to the CITY and successful proposer shall maintain such insurance from the time the awardee commences performance of services hereunder until the completion of such services.
Attach. B, Page 4, Item 6.1	**PRICING**-Fully insured invoices are billed once a month on a specific weekday that follows a consistent billing cycle—for example, the third Friday of every month.) Invoices include the Invoice number and account number and will be itemized in accordance with the components of the contract.
Attach. B, Page 4, Item 6.3	**Payment**-Payment will not be due until thirty (30) days after the date the invoice is delivered. Invoices will be provided electronically through Delta Dental's online billing portal. Authorized business contacts will be granted access to view and download invoices, as necessary.
Attach. B, Page 7, item 10.2	All of CONTRACTOR's policies shall contain an endorsement providing that written notice shall be given to CITY by the Contractor at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.
Attach. B, page 7, item 10.8.3	*When professional (E&O) liability coverage is provided on a "claims made basis", CONSULTANT will use best effort 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 CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

Attach. B, Page 7, Item 11 **Termination Without Cause**-reserves the right to terminate this Contract or any part thereof for its sole convenience with sixty (60) days written notice.

Attach. B, Page 8, Item 12.2 **Termination For Cause**- CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within thirty (30) days after notice of termination.

Delta Dental of California

Company Name

Michael Maner, Vice President, Sales

Printed Name and Title



Authorized Signature

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") is made and entered into as of the 1st day of January, 20 26 by and between City of Palmdale (the "Covered Entity") and Delta Dental of California (the "Business Associate").

Definitions:

Business Associate – "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR §160.103, and in reference to the party to this agreement, shall be the party designated as a Business Associate in the first paragraph of this agreement.

Covered Entity – "Covered Entity" shall have the same meaning as the term "covered entity" at 45 CFR §160.103, and in reference to the party to this agreement, shall be the party designated as a Covered Entity in the first paragraph of this agreement.

Terms capitalized and used herein but not otherwise defined in this Business Associate Agreement ("BAA") shall have the same meaning as those terms are defined in the Health Insurance Portability and Accountability Act and related regulations found at 45 CFR Part 160 and Part 164, and the HITECH Act of 2009 (Health Information Technology for Economic and Clinical Health) as amended, revised or updated from time to time.

I. Obligations and Activities of Business Associate.

A. Business Associate may use or disclose Protected Health Information ("PHI") as follows:

1. as reasonably necessary to provide the services described in the separate primary agreement with Covered Entity ("Agreement"), and to undertake other activities of Business Associate permitted or required to satisfy its obligations under such Agreement;
2. as Required by Law;
3. for the proper management and administration of Business Associate, provided, that such use or disclosure is Required by Law;
4. to carry out the legal and compliance responsibilities of Business Associate; and
5. to report violations of law to appropriate Federal and State authorities.

B. Business Associate will:

1. use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Agreement;
2. conduct a risk assessment and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, which it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the applicable provisions of the HIPAA Security Rule set forth at 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 are applicable to Business Associate;
3. agree to cooperate in a timely manner with the Covered Entity to make any amendments of PHI in its possession; and
4. will use reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

C. Business Associate shall take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its agents or subcontractors in violation herein.

D. Business Associate will ensure through a separate, written Business Associate Agreement that any agent, including a subcontractor, to whom it provides or transmits PHI, including electronic PHI, agrees to restrictions and conditions that apply herein to Business Associate with respect to such information.

E. Business Associate shall promptly report to Covered Entity: (i) any use, disclosure or compromise of PHI not provided for herein, and (ii) any Security Incident.

F. Business Associate shall report to Covered Entity any Breach (or potential Breach) of Unsecured PHI as soon as possible without unreasonable delay but in no case later than thirty (30) calendar days after discovery of the Breach (except where a law enforcement official determines that such reporting would impede an investigation or cause damage to national security). Covered Entity shall have final determination as to whether a Breach has actually occurred. Where the Business Associate is also the Covered Entity, the Business Associate may issue the notification. The reporting required under this section shall include, to the extent practicable:

1. information that identifies the Individual(s) whose Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach;
2. a brief description of what happened;
3. a description of the Unsecured PHI involved in the Breach;
4. steps that the Individual(s) could take to protect him/herself from potential harm; and
5. a brief description of steps taken by Business Associate to investigate, mitigate or protect against the Breach.

G. To the extent applicable, Business Associate shall provide PHI contained in a Designated Record Set held by Business Associate (that is not duplicative of PHI in possession of Covered Entity) to Covered Entity in order for Covered Entity to meet the requirements under 45 CFR §164.524 or 45 CFR §164.526, as applicable. If any Individual requests access to his or her PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity so that Covered Entity can comply with the request. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of the Covered Entity. If the PHI that is requested is maintained electronically and the Individual requests an electronic copy of such information, Business Associate will provide access to the information in an electronic format that complies with 45 CFR § 164.524(c)(2)(ii).

H. Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide to Covered Entity, within a timeframe mutually agreed to by Covered Entity and Business Associate, information collected in accordance with this Section, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. If any Individual requests access to the foregoing information directly from Business Associate, Business Associate shall forward such request to Covered Entity so that Covered Entity can comply with the request.

I. Business Associate agrees to make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of Health and Human Services (HHS), in a time

and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

J. Business Associate acknowledges that the additional requirements of the HITECH Act (Health Information Technology for Economic and Clinical Health Act enacted as part of the American Recovery and Reinvestment Act of 2009) and the Final Rule (also known as Omnibus Rule) issued by HHS on January 25, 2013 are applicable to Business Associate as described therein. Business Associate further acknowledges restrictions on the sales and marketing of PHI without the explicit authorization of the Individual.

K. In the event the Business Associate independently is also a Covered Entity under HIPAA, the Business Associate may respond directly to an Individual's request for purposes of complying with applicable sections herein.

L. Any costs associated with Breach notifications, including mitigation costs, shall be the responsibility of the party causing the Breach.

II. Obligations of Covered Entity.

A. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

B. Covered Entity shall:

1. notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices in accordance with 45 CFR § 164.520, if such limitations may affect Business Associate's use or disclosure of PHI;
2. provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes may affect Business Associate's use or disclosure of PHI, upon Covered Entity becoming aware of such changes;
3. immediately notify Business Associate of any restriction to the use or disclosure of PHI agreed to by Covered Entity in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI;
4. provide written authorization to the Business Associate prior to requesting that the Business Associate disclose, transfer or provide PHI to a third party; and
5. where applicable, rely on the plan sponsor's representations certifying amendments to their plan documents with appropriate restrictions covering their use and disclosure of PHI.

III. Term and Termination.

A. The term of the BAA shall commence on the Effective Date and shall continue in full force and effect until it expires or is terminated as set forth herein.

B. This BAA may be terminated by Covered Entity if Business Associate materially breaches these terms or its Agreement and fails to cure such breach within fifteen (15) business days after receipt of written notice of the breach. This BAA will automatically terminate upon the expiration or termination of the Agreement (or such portion of the Agreement which gave rise to the requirement for this Business Associate Agreement). If, in its reasonable discretion following consultation with the other party, that neither termination of this BAA nor a cure is feasible; the non-breaching party may report the breach to the Secretary.

C. Upon expiration or termination of this BAA for any reason, Business Associate will return or destroy all PHI to Covered Entity. Business Associate shall not retain any copies of the PHI. However, to the extent that Business Associate determines that it is infeasible to return or destroy Covered Entity's PHI, Business Associate shall notify Covered Entity in writing of the conditions that make return or destruction infeasible. For any PHI for which return or destruction is infeasible, Business Associate will continue to extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Business Associate elects to destroy all PHI, it shall, if requested in writing by Covered Entity, certify in writing to Covered Entity that such PHI has been destroyed.

The terms of this section shall survive the expiration or termination of this BAA.

IV. Confidential Information

A. "Confidential Information" means any information disclosed by or on behalf of a Party ("Disclosing Party") to the other Party ("Receiving Party") whether provided orally or in writing and on whatever medium, concerning the Disclosing Party's business and/or operations and includes without limitation any materials, trade secrets, know-how, formulas, processes, policies and procedures, training materials, IT security, algorithms, ideas, strategies, inventions, data, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/or future business and operations of the Disclosing Party.

B. Confidential Information shall not include any information that:

1. is already in the public domain at the time of disclosure or later becomes available to the public through no breach of this Agreement by the Receiving Party or its employees;
2. is lawfully in the Receiving Party's possession, without an obligation of confidentiality, prior to receipt hereunder;
3. is received independently by the Receiving Party from a third party who was free to lawfully disclose such information to the Receiving Party; or
4. is independently developed by the Receiving Party without the use of Confidential Information as evidenced by the Receiving Party's business records.

C. The Receiving Party agrees to use at least the same degree of care, and no less than reasonable care, to avoid disclosure of such Confidential Information as the Receiving Party uses with respect to its own proprietary or Confidential Information of like importance.

V. Amendment to Comply with Law.

The parties agree to take such action as is necessary to comply with and implement the standards and requirements of HIPAA (including, without limitation, the prompt amendment of this BAA). Notwithstanding the foregoing, if Covered Entity and Business Associate have not amended this Agreement to address a law or final regulation that becomes effective after the Effective Date and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation and for Covered Entity and Business Associate to be and remain in compliance with all applicable laws and regulations.

VI. Interpretation.

If a term in Agreement conflicts or is otherwise inconsistent with a term in this BAA, the provisions of this BAA will prevail with respect to the subject matter hereof. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA.

VII. Indemnification.

The Parties agree that the indemnification provision contained in the Agreement between the Business Associate and the Covered Entity shall apply to each party’s performance and that of their respective agents or subcontractors under this BAA.

Covered Entity:

Signature: _____

Printed Name: _____

Title: _____

Organization: City of Palmdale

Date: _____

Business Associate:

Signature: _____

Printed Name: _____

Title: _____

Organization: Delta Dental of California

Date: _____

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-089

ADOPT RESOLUTION NO. CC 2025-089, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT WITH VISION SERVICES PLAN (VSP) AND GRANTING AUTHORIZATION TO PAY ALL FEES

WHEREAS, the City of Palmdale currently offers vision insurance benefits to eligible employees; and,

WHEREAS, the City of Palmdale finds it desirable to enter into an agreement with Vision Services Plan (VSP).

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 Interim City Manager is hereby granted the authority to enter a three-year agreement between the City of Palmdale and Vision Services Plan (VSP). The Interim City Manager is also granted authority to extend the term of such agreement for up to two additional one-year terms for a total term of up to five years.

SECTION 2. The Interim City Manager has authorization to pay all administrative fees and costs incurred under the plan as outlined in Agreement A-9589.

SECTION 3. This resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED and **ADOPTED** this 21st day of October, 2025.

_____
Laura Bettencourt, Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Severino
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 21st day of October 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

VISION SERVICE PLAN
3333 QUALITY DRIVE
RANCHO CORDOVA, CALIFORNIA 95670 (916) 851-5000 (800) 877-7195

GROUP VISION CARE PLAN

Group Name

Plan Number

State of Delivery **CALIFORNIA**

Effective Date

Plan Term

Premium Due Date

SAMPLE

In consideration of the statements and agreements contained in the Group Application and in consideration of payment by the Group of the premiums as herein provided, VISION SERVICE PLAN ("VSP") agrees to provide certain individuals under this Group Vision Care Plan ("Plan") the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Plan is delivered in and governed by the laws of the state of delivery and is subject to the terms and conditions recited on the subsequent pages hereof, including any Exhibits or state-specific Addenda, which are a part of this Plan.

Dave Plevyak, Chief Financial Officer

SAMPLE

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SAMPLE

I.
DEFINITIONS

Key terms used in this Plan are defined:

1.01 **AFFILIATE**: As to either Party, any corporation or other entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under Common control with that Party. The term "***Control***" means the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

1.02. **BENEFIT AUTHORIZATION**: Authorization from VSP identifying the individual named a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.

1.03. **CONFIDENTIAL MATTER**: All confidential information concerning the medical, personal, financial or business affairs of Covered Persons obtained while providing Plan Benefits hereunder.

1.04. **COPAYMENTS**: Any amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered, and which are payable at the time services are rendered or materials ordered.

1.05. **COVERED PERSON**: An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and on whose behalf Premiums have been paid to VSP, and who is covered under this Plan.

1.06. **ELIGIBLE DEPENDENT**: Any legal dependent of an Enrollee of Group who meets the criteria for eligibility established by Group and approved by VSP in Article VI of this Plan under which such Enrollee is covered.

1.07. **EMERGENCY CONDITION**: A condition, with sudden onset and acute symptoms, that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence calling for immediate, non-medical action.

1.08. **ENROLLEE**: An employee or member of Group who meets the criteria for eligibility specified under Article VI. ELIGIBILITY FOR COVERAGE.

1.09. **EXPERIMENTAL NATURE**: Procedure or lens that is not used universally or accepted by the vision care profession, as determined by VSP.

1.10. **GROUP**: An employer or other entity which contracts with VSP for coverage under this Plan in order to provide vision care coverage to its Enrollees and their Eligible Dependents.

1.11. **GROUP APPLICATION**: The form signed by an authorized representative of the Group to signify the Group's intention to have its Enrollees and their Eligible Dependents become Covered Persons of VSP.

SAMPLE

1.12. **GROUP VISION CARE PLAN (also, "THE PLAN")**: The Plan issued by VSP to a Group, under which its Enrollees or members, and their Eligible Dependents are entitled to become Covered Persons of VSP and receive Plan

SAMPLE

Benefits in accordance with the terms of such Plan.

1.13. **MEMBER DOCTOR**: An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP.

1.14. **NON-MEMBER PROVIDER**: Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.

1.15. **PLAN BENEFITS**: The vision care services and vision care materials which Covered Person is entitled to receive by virtue of coverage under this Plan, as defined in the Schedule of Benefits attached hereto as Exhibit A.

1.16. **RENEWAL DATE**: The date when the Plan shall renew, or terminate if proper notice is given.

1.17. **SCHEDULE OF BENEFITS**: The document, attached hereto as Exhibit A to this Plan, which lists the vision care services and vision care materials which Covered Person is entitled to receive under this Plan.

1.18. **SCHEDULE OF PREMIUMS**: The document, attached hereto as Exhibit B, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits.

SAMPLE

II.
TERM, TERMINATION, AND RENEWAL

2.01. **Term**: This Plan is effective on the Effective Date and shall remain in effect for the Plan Term, also noted on the front page of this plan.

2.02. **Renewal**: VSP shall issue written renewal notice to the Group at least sixty (60) days before the end of the Plan Term.and this Plan shall be automatically renewed for an additional period of time and at premium rate(s) specified in such notice. Such renewal shall take effect, without any lapse in coverage, on the first calendar day following the last day of the Plan Term described herein. Group may refuse renewal by notifying VSP in writing prior to renewal. If Group decides to refuse renewal, VSP requests that it receive Group's written refusal at least thirty (30) days prior to the renewal Effective Date.

2.03. **Termination**:

(a) This Plan may be terminated by the Group or VSP upon expiration of the Plan Term as set forth in paragraph 2.02.

(b) The Premium rate payable by Group to VSP under this Plan is based on an assumption that VSP will receive these amounts over the full Plan Term in order to cover costs associated with greater vision utilization that tends to occur during the first portion of a Plan Term. If Group terminates this Plan before the end of the Plan Term or before the end of any subsequent renewal terms, for any reason other than material breach by VSP, Group will remain liable to VSP for the lesser amount of any deficit incurred by VSP or the payments which Group would have paid for the remaining term of this Plan, not to exceed one year. A deficit incurred by VSP will be calculated by subtracting the cost of incurred and outstanding claims, as calculated on an incurred date basis with a claim run-out not to exceed six months from the date of termination, from the net premiums received by VSP from Group. Net premiums shall mean premiums paid by Group minus any applicable retention amounts and/or broker commissions. Group agrees to pay VSP within thirty-one (31) days of notification of the amount due.

(c) Plan Benefits will cease on the date of cancellation or termination of this plan whether the cancellation is by Group or by VSP due to non-payment of Premium. If service is being rendered to a Covered Person as of the termination or cancellation date of this Plan, such service shall be continued to completion, but in no event beyond six (6) months after the termination date of this plan.

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III.
OBLIGATIONS OF VSP

3.01. **Coverage of Covered Persons**: VSP will enroll for coverage, as directed by Group, each eligible Enrollee and his/her Eligible Dependents, if dependent coverage is provided, all of who shall be referred to upon enrollment as "Covered Persons." To institute coverage, VSP may require Group to complete, sign and forward to VSP a Group Application along with information regarding Enrollees and Eligible Dependents, and all applicable premiums. (Refer to VI. ELIGIBILITY FOR COVERAGE for further details.)

Following the enrollment of the Covered Persons, VSP will provide Group with Member Benefit Summaries for distribution to Covered Persons. Such Member Benefit Summaries will summarize the terms and conditions set forth in this Plan.

3.02. **Provision of Plan Benefits**: Through its Member Doctors (or through other licensed vision care providers where a Covered Person is eligible for, and chooses to receive Plan Benefits from a Non-Member Provider) VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits, (Exhibit A (s)) and when purchased by Group, the Additional Benefit Rider (Schedule C (s)) attached hereto, subject to any limitations, exclusions, or Copayments therein stated. Benefit Authorization must be obtained prior to a Covered Person obtaining Plan Benefits from a Member Doctor. When a Covered Person seeks Plan Benefits from a Member Doctor, the Covered Person must schedule an appointment and identify himself as a VSP Covered Person so the Member Doctor can obtain Benefit Authorization from VSP. VSP shall provide Benefit Authorization to the Member Doctor to authorize the provision of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date, stating a specific time period for the Covered Person to obtain Plan Benefits. VSP shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by Group and the Covered Person's past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the Member Doctor that payment will be made, irrespective of a later loss of eligibility of the Covered Person, provided Plan Benefits are received prior to the Benefit Authorization expiration date. Notwithstanding any other provision, no references to services shall be operative unless and to the extent that services are specifically set forth in the Schedule of Benefits, and when purchased by Client, the Additional Benefit Rider. Retail chains may not offer all Plan Benefits. Covered Person may contact Member Doctor for information describing vision care services and vision care materials offered.

VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP receives a completed claim, unless special

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circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days by

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providing notice to the claimant of the reasons for the extension.

3.03. **Provision of Information to Covered Persons**: Upon request, VSP shall make available to Covered Persons necessary information describing Plan Benefits and how to use them. A copy of this Plan shall be placed with Group and also will be made available at the offices of VSP for any Covered Persons. VSP shall provide Group with an updated list of Member Doctors' names, addresses, and telephone numbers for distribution to Covered Persons twice a year. Covered Persons may also obtain a copy of the Member Doctor directory through contacting VSP's Customer Service Department's toll-free Customer Service telephone line (1-800-877-7195), VSP's Web site at www.vsp.com, or by written request.

3.04. **Preservation of Confidentiality**: VSP shall hold in strict confidence all confidential information concerning the medical, personal, financial, or business affairs of Covered Persons obtained while providing Plan Benefits ("Confidential Matters") and exercise its best efforts to prevent any of its employees, Member Doctors, or agents from disclosing any Confidential Matter, except to the extent that such disclosure is necessary to enable any of the above to perform their obligations under this Plan, including but not limited to sharing information with medical information bureaus, or complying with applicable law. Covered Persons and/or Groups that want more information on VSP's Confidentiality Plan may obtain a copy of the Plan by contacting VSP's Customer Service Department or VSP's Web site at www.vsp.com.

3.05. **Emergency Vision Care**: When vision care is necessary for Emergency Conditions, Covered Persons may obtain Plan Benefits by contacting a Member Doctor or Non-Member Provider. No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Supplemental Primary EyeCare Plan. If Group has not purchased one of these plans, Covered Persons are not covered by VSP for medical services and should contact a physician under Covered Persons' medical insurance plan for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance. Reimbursement and eligibility are subject to the terms of this Plan.

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IV.
OBLIGATIONS OF THE GROUP

4.01. **Identification of Eligible Enrollees**: An Enrollee is eligible for coverage under this Plan if he/she satisfies the enrollment criteria specified in Paragraph 6.01(a) and/or as mutually agreed to by VSP and Group. By the Effective Date of this Plan, Group shall provide VSP with eligibility information, in a mutually agreed upon format and medium, to identify all Enrollees who are eligible for coverage under this Plan as of that date. Thereafter, Group shall supply to VSP by the last day of each month, eligibility information sufficient to identify all Enrollees to be added to or deleted from VSP's coverage rosters for the next month. The eligibility information shall include designation of each Enrollee's family status if dependent coverage is provided. Upon VSP's request, Group shall make available for inspection records regarding the coverage of Covered Persons under this Plan.

4.02. **Prepayment Fees/Payment of Premiums**: By the last day of each month, Group shall remit to VSP the premiums payable for the next month on behalf of each Enrollee and Eligible Dependents, if any, to be covered under this Plan. The Schedule of Premiums incorporated in this Plan as Exhibit B provides the premium amount for each Covered Person. Only Covered Persons for whom premiums are actually received by VSP shall be entitled to Plan Benefits under this Plan and only for the period for which such payment is received, subject to the grace period provision below. If payment for any Covered Person is not received on time, VSP may terminate all rights of such Covered Person. Such rights may be reinstated only in accordance with the requirements of this Plan.

VSP may change the premiums set forth in Exhibit B (Schedule of Premiums) by giving Group at least sixty (60) days advance written notice. No change will be made during the Plan Term unless there is a change in the Schedule of Benefits or there is a material change in Plan terms or conditions, provided any such change is mutually agreed upon in writing by VSP and Group.

Notwithstanding the above, VSP may increase premiums during a Plan Term by the amount of any tax or assessment not now in effect but subsequently levied by any taxing authority, which is attributable to premiums VSP received from Group.

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4.03. **Grace Period**: Group shall be allowed a grace period of thirty-one (31) days following the premium payment due date to pay premiums due under this Plan. During said grace period, this Plan shall remain in full force and effect for all Covered Persons of Group. VSP will consider late payments at the time of Plan renewal. Such payment may impact Group's premium rates in future Plan Terms.

If Group fails to make any premiums payment due by the end of any grace period, VSP may notify Group that the premiums payment has not been made, that coverage is canceled and that Group is responsible for payment for all Plan Benefits provided to Covered Persons after the last period for which premiums were paid in full, including the grace period through the effective date of termination. Group shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Plan.

4.04. **Distribution of Required Documents**: Group shall distribute to Enrollees any disclosure forms, plan summaries or other material required to be given to plan subscribers by any regulatory authority. Such materials shall be distributed by Group no later than thirty (30) days after the receipt thereof, or as required under state law.

4.05. **Risk-to-ASP Conversion Provision**: Converting to an Administrative Services Program: Due to the cyclical nature of vision care, in the event Group wishes to convert its method of funding from a risk program to an Administrative Services Program, an appropriate level of reserve will need to have been established.

Upon conversion to an Administrative Services Program, for vision care begun on and after the effective date of conversion, all claims will be paid through the Administrative Services program.

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V.
CONFIDENTIALITY AND MUTUAL NON-DISCLOSURE COVENANTS

VSP and Group have delivered, or will deliver, upon execution and delivery of this Plan, certain information about the properties and operations of their respective businesses. VSP and Group, therefore, agree as follows:

5.01. Definition of Confidential Information. For purposes of this Plan, "Confidential Information" means any data and/or information, in any form, disclosed by the disclosing party ("Discloser") to the receiving party ("Recipient") either before or after the Effective Date, which relates to Discloser and/or its Affiliates, and solely by way of illustration and not in limitation shall include the following information: (i) current or future product(s), services, methodologies, plans, designs, costs, prices, customer or doctor names and addresses, finances or financial information (including budgets), marketing plans or strategies (including e-commerce development plans), business plans, matters, opportunities or offerings, equipment and other purchase matters, strategic matters, research, development, know-how and/or personnel, (ii) is identified as confidential at the time of disclosure, (iii) given the nature of the information disclosed and the circumstances surrounding its disclosure, reasonably ought to be treated as Confidential Information by a person in the same industry as Discloser, or (iv) by law must be protected as Confidential Information. Recipient acknowledges that the Confidential Information is proprietary to Discloser and has been developed and obtained through great efforts by Discloser. Confidential Information shall not, however, include information that (A) at the time of disclosure is, or subsequently becomes, available to the public or the industry through no fault or breach on the part of Recipient; (B) Recipient can demonstrate to have had rightfully in its possession prior to disclosure by Discloser; (C) is independently developed by Recipient without the use of any Confidential Information; or (D) Recipient rightfully obtains from a third party who has the right to transfer or disclose it. Confidential Information shall also be deemed to include any and all confidential information defined as Confidential Matters hereunder, the treatment of which shall be as set forth in Paragraph 3.04 of this Plan.

5.02. Non-Disclosure and Non-Use of Confidential Information. Recipient shall not, directly or indirectly, without the prior written approval of Discloser in each instance or unless otherwise expressly permitted herein, use for its own benefit, publish or otherwise disclose to others, or authorize the use by others for their benefit, or to the detriment of Discloser, any of Discloser's Confidential Information. Recipient shall carefully restrict access to Discloser's Confidential Information to only those of its and its Affiliates' officers, directors, employees, agents and representatives (collectively, "Representatives") who (i) clearly require such access in order to enable to perform their respective obligations under this Plan (ii) who are bound by confidentiality obligations that protect third party information which are at least as restrictive and protective as those contained in this Plan, and (iii) are not (or do not work for) direct competitors of Discloser. Recipient shall not use, copy, distribute and/or

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remove any of Discloser's Confidential Information from Recipient's premises except to the extent necessary or appropriate to carry out its respective obligations under the Plan, without the prior consent of Discloser. Recipient and its Representatives will employ all security measures used for their own proprietary information of similar nature. Recipient agrees to advise and require its Representatives of their obligations to keep such information confidential and shall each be liable for any acts and omissions of their Representatives related thereto.

5.03. Return or Destruction of Confidential Information. The Recipient, including its Personnel, its employees and/or agents shall upon request of Discloser (i) immediately return to Discloser's designated representative any and all documents or other information and materials in whatever form which contain Discloser's Confidential Information, or as permitted by Discloser, (ii) destroy all copies thereof, and certify to Discloser in writing that all copies of such documents or other information and materials have been destroyed; provided, however, that the Recipient may retain one set of such documents and other information and materials for archival purposes only, subject to the continuing confidentiality and security obligations set forth under this Plan. Recipient may disclose Discloser's Confidential Information if and to the extent required by a judicial or governmental request, requirement or order; provided that Recipient will take reasonable steps to give Discloser sufficient prior notice (to the extent that sufficient time is available) of such request, requirement or order for Discloser to contest, limit and/or protect such disclosure.

5.04. Injunctive Relief. The Parties understand and acknowledge that any disclosure or misappropriation of any Confidential Information in violation of this Plan may cause irreparable harm, for which monetary damages alone may not be an adequate remedy and, therefore, agrees that Discloser shall have the right to apply to a court of competent jurisdiction for an order immediately restraining any such further disclosure or misappropriation and for other equitable relief, without objection and without the requirement of posting a bond or other form of security. Such right of each party is in addition to the remedies otherwise available under this Plan or otherwise at law or equity.

5.05. **Survival:** The obligations laid down in this Section 5 shall continue and survive beyond the termination of this Plan.

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VI.
OBLIGATIONS OF COVERED PERSONS UNDER THE PLAN

6.01. **General**: By this Plan, Group makes coverage available to its Enrollees and their Eligible Dependents, if dependent coverage is provided. However, this Plan may be amended or terminated by agreement between VSP and Group as indicated herein, without the consent or concurrence of Covered Persons. This Plan, and all Exhibits, Riders and attachments hereto, constitute VSP's sole and entire undertaking to Covered Persons under this Plan.

As conditions of coverage, all Covered Persons under this Plan have the following obligations:

6.02 **Other Charges:** Any Copayments required under this Plan shall be the personal responsible of the Covered Person receiving Plan Benefits. Copayments are to be paid at the time services are rendered or materials ordered. Amounts which exceed Plan allowances, annual maximum benefits or any other stated Plan limitations are not considered Copayments but are also the responsibility of the Covered Person.

6.03. **Choice of Member Doctors**: Benefit Authorization must be obtained prior to receiving Plan Benefits from a Member Doctor. When a Covered Person seeks Plan Benefits, the Covered Person must select a Member Doctor, schedule an appointment, and identify himself as a Covered Person so the Member Doctor can obtain Benefit Authorization from VSP. Should the Covered Person receive Plan Benefits from a Member Doctor without such Benefit Authorization, then for the purposes of those Plan Benefits provided to the Covered Person, the Member Doctor will be considered a Non-Member Provider and the benefits available will be limited to those for a Non-Member Provider, if any. Retail chains may not offer all Plan Benefits. Covered Person may contact Member Doctor for information describing vision care services and vision care materials offered.

6.04. **Reimbursement Provisions/Submission of Non-Member Provider Claims**: If Non-Member Provider coverage is indicated in Exhibit A (Schedule of Benefits), written proof (receipt and the Covered Person's identification information) of all claims for services received from Non-Member Providers shall be submitted by Covered Persons to VSP within three hundred sixty-five (365) days of the date of service. VSP may reject such claims filed more than three hundred sixty-five (365) days after the date of service. Covered Person would need to submit a claim form, along with copies of any invoices or receipts received from the doctor for the services or materials, to VSP for reimbursement. You may obtain a claim form on vsp.com or by calling (800) 877-7195. Claim forms may be submitted at vsp.com or at the address below:

VSP

Attn: Claims Processing

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P.O. Box 385018

Birmingham, AL 35238-5018

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Failure to submit a claim within this time period, however, shall not invalidate or reduce the claim if it was not reasonably possible to submit the claim within such time period, provided the claim was submitted as soon as reasonably possible and in no event, except in absence of legal capacity, later than one year from the required date of three hundred sixty-five (365) days after the date of service.

6.05. **Liability of Covered Person in the Event of Nonpayment by VSP**: By statute, every contract between VSP and a Member Doctor shall provide that in the event VSP fails to pay a Member Doctor, the Covered Person shall not be liable to the Member Doctor for any sums owed by VSP.

6.06. **Complaints and Grievances**: Covered Persons shall report any complaints and/or grievances to VSP at the address given herein. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Complaints and grievances may be submitted to VSP verbally or in writing. A Covered Person may submit written comments or supporting documentation concerning his complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) calendar days after receipt.

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6.07. **Claim Denial Appeals**: If, under the terms of this Plan, a claim is denied in whole or in part, a request may be submitted to VSP by Covered Person or Covered Person's authorized representative for a full review of the denial. Covered Person may designate any person, including his/her provider, as his/her authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) Initial Appeal: The request must be made within one hundred eighty (180) days following denial of a claim and should contain sufficient information to identify the Covered Person for whom the claim was denied, including the VSP Enrollee's name, the VSP Enrollee's Member Identification Number, the Covered Person's name and date of birth, the provider of services and the claim number. The Covered Person may review, during normal working hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's determination, including specific reasons for the decision, shall be provided and communicated to the Covered Person within thirty (30) calendar days after receipt of a request for appeal from the Covered Person or Covered Person's authorized representative.

b) Second Level Appeal: If the Covered Person disagrees with the response to the initial appeal of the claim, the Covered Person has a right to a second level appeal. Within sixty (60) calendar days after receipt of VSP's response to the initial appeal, the Covered Person may submit a second appeal to VSP along with any pertinent documentation. VSP shall communicate its final determination to the Covered Person in compliance with all applicable state

and federal laws and regulations and shall include the specific reasons for the determination.

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c) Other Remedies: The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **(800) 877-7195** and use your health plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, a grievance that has remained unresolved for more than 30 days, or if you believe that your plan has been improperly cancelled, rescinded, or not renewed, you may call the Department for assistance. The Department has a toll-free telephone number **(1-888-HMO-2219)**, a TDD line **(1-877-688-9891)** for the hearing impaired and its Internet Web site (http://www.dmhc.ca.gov) has complaint forms online. The plan's grievance process and the Department's complaint review process are in addition to any other dispute resolution procedures that may be available to Covered Persons, and the failure to use these procedures does not preclude Covered Person's use of any other remedy provided by law. You are not required to use a specific form to submit a grievance to the department. If a member or group contract holder submits a grievance to the plan or the department before the effective date of a cancellation, rescission, or nonrenewal for reasons other than nonpayment of premiums, the plan shall continue to provide coverage until a final determination regarding the request for review has been made.

When Covered Person has completed the appeals process stated herein, additional voluntary alternative dispute resolution options may be available, including mediation, or Group should advise Covered Person to contact the U.S. Department of Labor. Additionally, under the provisions of ERISA (Section 502(a)(1)(B)) [29 U.S.C.1132(a)(I)(B)], Covered Person has the right to bring a civil action when all available levels of review of denied claims, including the appeals process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

6.08. **Time of Action**: No action in law or in equity shall be brought to recover on the Plan prior to the Covered Person exhausting his/her grievance rights under this Plan and/or prior to the expiration of sixty (60) days after the claim and any applicable invoices have been filed with VSP. No such action shall be brought after the expiration of six (6) years from the last date that the claim and any applicable invoices were submitted to VSP, in accordance with the terms of this Plan.

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6.09. **Insurance Fraud**: Any Group and/or person who intends to defraud, knowingly facilitates a fraud or submits an application or files a claim with a false or deceptive statement, is guilty of insurance fraud. Such an act is grounds for immediate termination of the Plan for the Group or individual that committed the fraud.

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VII.
ELIGIBILITY FOR COVERAGE

7.01. **Eligibility Criteria**: Individuals will be accepted for coverage hereunder only upon meeting all the applicable requirements set forth below.

(a) **Enrollees**: To be eligible for coverage, a person must:

(1) currently be an employee or member of the Group, and

(2) meet the criteria established in the coverage criteria mutually agreed upon by Group and VSP.

(b) **Eligible Dependents**: If dependent coverage is provided, the persons eligible for dependent coverage are:

(1) the legal spouse of any Enrollee, and

(2) any child of an Enrollee, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption with the Enrollee, or other child for whom a court holds the Enrollee responsible; Such dependents shall be eligible until the end of the month in which they attain the age of 26 years.

(3) as further defined by Group.

If a dependent, unmarried child prior to attainment of the prescribed age for termination of eligibility becomes, and continues to be, incapable of self-sustaining employment because of mental or physical disability, that Eligible Dependent's coverage shall not terminate so long as he remains chiefly dependent on the Enrollee for support and the Enrollee's coverage remains in force; PROVIDED that satisfactory proof of the dependent's incapacity can be furnished to VSP within thirty-one (31) days of the date the Eligible Dependent's coverage would have otherwise terminated or at such other times as VSP may request proof, but not more frequently than annually.

7.02. **Documentation of Eligibility:** Persons satisfying the coverage requirements under either of the above criteria shall be eligible if:

(a) for an Enrollee, the individual's name and Social Security Number have been reported by Group to VSP in the manner provided hereunder, and

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(b) for changes to an Eligible Dependent's status, the change has been reported by the Group to VSP in the manner provided herein. As stated in Paragraph 4.01 above, VSP may elect to audit Group's records in order to verify eligibility of Enrollees and dependents and any errors. Subject to the terms of Paragraph 4.03 above, only persons on whose behalf premiums have been paid for the current period shall be entitled to Plan Benefits hereunder. If a clerical error is made, it will not affect the coverage a Covered Person is entitled under the Plan.

7.03. **Retroactive Eligibility Changes:** Retroactive eligibility changes are limited to sixty (60) days prior to the date notice of any such requested change is received by VSP. VSP may refuse retroactive termination of a Covered Person if Plan Benefits have been obtained by, or authorized for, the Covered Person after the effective date of the requested termination.

7.04. **Change of Participation Requirements, Contribution of Fees, and Eligibility Rules:** Composition of the Group, percentage of Enrollees covered under the Plan, and Group's contribution and eligibility requirements, are all material to VSP's obligations under this Plan. During the term of this Plan, Group must provide VSP with written notice of changes to its composition, percentage of Enrollees covered, contribution and eligibility requirements. Any change which materially affects VSP's obligations under this Plan must be agreed upon in writing between VSP and Group and may constitute a material change to the terms and conditions of this Plan for purposes of Paragraph 4.02. Nothing in this section shall limit Group's ability to add Enrollees or Eligible Dependents under the terms of this Plan.

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7.05. **Change in Family Status:** In the event Group is notified of any change in a Covered Person's family status [by marriage, the addition (e.g., newborn or adopted child) or deletion of Dependent, etc.] Group shall provide notice of such change to VSP via the next eligibility listing required under Paragraph 4.01. If notice is given, the change in the Covered Person's status will be effective on the first day of the month following the change request, or at such later date as may be requested by or on behalf of the Covered Person. Notwithstanding any other provision in this section, a newborn child will be covered during the thirty-one (31) day period after birth, and an adopted child will be covered for the thirty-one (31) day period after the date the Enrollee or Enrollee's spouse acquires the right to control that child's health care. To continue coverage for a newborn or adopted child beyond the initial thirty-one (31) day period, the Group must be properly notified of the Enrollee's change in family status and applicable premiums must be paid to VSP.

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VIII.
CONTINUATION OF COVERAGE

8.01. **COBRA**: The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that, under certain circumstances, health plan benefits available to an Enrollee and his or her Eligible Dependents be made available for purchase by said persons upon the occurrence of a COBRA-qualifying event. If, and only to the extent, COBRA applies, VSP shall make the statutorily-required continuation coverage available for purchase in accordance with COBRA.

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IX.
ARBITRATION OF DISPUTES

9.01. **Dispute Resolution:** Any dispute or question arising between VSP and Group or any Covered Person involving the application, interpretation, or performance under this Plan shall be settled, if possible, by amicable and informal negotiations. This will allow such opportunity as may be appropriate under the circumstances for fact-finding and mediation. If any issue cannot be resolved in this fashion, it shall be submitted to arbitration.

9.02. **Procedure:** The procedure for arbitration hereunder shall be conducted pursuant to the Rules of the American Arbitration Association.

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9.03. **Choice of Law:** If any matter arises in connection with this Plan which becomes the subject of arbitration or legal process, the law of the State of Delivery of the Plan shall be the applicable law.

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X.
NOTICES

10.01. **Required Notices**: Any notices required under this Plan to either Group or VSP shall be in written format. Notices sent to Group will be sent to the address or email address shown on the Group's Application unless otherwise directed by the Group. Notices sent to VSP shall be sent to the address shown on the first page of this Plan. Notwithstanding the above, any notices may be hand-delivered by either party to an appropriate representative of the other party. The party effecting hand-delivery bears the burden to prove delivery was made, if questioned.

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XI.
MISCELLANEOUS

11.01. **Entire Plan:** This Plan, the Group Application, the Evidence of Coverage, and all Exhibits, Riders and attachments hereto, and any amendments hereto, constitute the entire agreement of the parties and supersedes any prior understandings and agreements between them, either written or oral. Any change or amendment to the Plan must be approved by an officer of VSP and attached hereto to be valid. No agent has the authority to change this Plan or waive any of its provisions. Communication materials prepared by Group for distribution to Enrollees do not constitute a part of this Plan.

11.02. **Indemnity:** VSP agrees to indemnify, defend and hold harmless Group, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities or covenants specified herein, including without limitation, breach of confidentiality. Group agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Group, its officers or employees to perform any of the duties or responsibilities or covenants specified herein, including without limitation, breach of confidentiality.

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11.03. **Liability:** VSP arranges for the provision of vision care services and materials through agreements with Member Doctors. Member Doctors are independent contractors and responsible for exercising independent judgment. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this Plan.

11.04. **Assignment:** Neither this Plan nor any of the rights or obligations of either of the parties hereto may be assigned or transferred without the prior written consent of both parties hereto except as expressly authorized herein.

11.05. **Severability:** Should any provision of this Plan be declared invalid, the remaining provisions shall remain in full force and effect.

11.06. **Governing Law:** This Plan shall be governed by and construed in accordance with applicable federal and state law. Any provision that is in conflict with, or not in compliance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulations, now or hereafter existing.

11.07. **Gender:** All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

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11.08. **Equal Opportunity**: VSP is an Equal Opportunity and Affirmative Action employer.

11.09. **Communication Materials**: Communication materials created by Group which relate to this vision care Plan must adhere to VSP's Member Communication Guidelines distributed to Group by VSP. Such communication materials may be sent to VSP for review and approval prior to use. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Group's materials meet any applicable legal or regulatory requirements, including but not limited to, ERISA requirements.

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EXHIBIT A

VISION SERVICE PLAN
SCHEDULE OF BENEFITS
VSP Choice Plan

GENERAL

This Schedule lists the vision care services and vision care materials to which Covered Persons of VSP are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein. If Plan Benefits are available for Non-Member Provider services, as indicated by the reimbursement provisions below, vision care services and vision care materials may be received from any licensed optometrist, ophthalmologist, or dispensing optician, whether Member Doctors or Non-Member Providers. This Schedule forms a part of the Plan or Policy to which it is attached.

Member Doctors are those doctors who have agreed to participate in VSP's Choice Network.

When Plan Benefits are received from Member Doctors, benefits appearing in the first column below are applicable subject to any Copayments as stated below. When Plan Benefits are available and received from Non-Member Providers, the Covered Person is reimbursed for such benefits according to the schedule in the second column below less any applicable Copayments.

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COPAYMENT

The benefits described herein are available to each Covered Person subject only to payment of the applicable Copayment by the Covered Person. Copayments are required for Plan Benefits received from Member Doctors and Non-Member Providers. Covered Persons must also follow the proper procedures for obtaining Benefit Authorization.

There shall be a Copayment of $10.00 for the examination payable by the Covered Person to the Member Doctor at the time services are rendered. If materials (lenses and frames) are provided, there shall be an additional $25.00 Copayment payable at the time the materials are ordered. However, the Copayment for materials shall not apply to elective contact lenses.

PLAN BENEFITS

	MEMBER DOCTOR BENEFIT	NON-MEMBER PROVIDER BENEFIT
VISION CARE SERVICES		
Eye Examination	Covered in Full*	Up to $ [ ].00*

Complete initial vision analysis which includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated.

Subsequent regular eye examinations once every plan year beginning on [ ] 1st.

*Less any applicable Copayment.

SAMPLE

VISION CARE MATERIALS

	MEMBER DOCTOR BENEFIT	**NON-MEMBER PROVIDER BENEFIT**
Lenses		
Single Vision	Covered in full*	Up to $ [ ].00*
Bifocal	Covered in full*	Up to $ [ ].00*
Trifocal	Covered in full*	Up to $ [ ].00*
Lenticular	Covered in full*	Up to $ [ ].00*

Standard Progressive Lenses covered in full
Available once every plan year beginning on [ ] 1st.

Frames	Covered up to Plan Allowance*	Up to $ [ ].00*

Available once every plan year beginning on [ ] 1st.
*Less any applicable Copayment.

SAMPLE

Frame allowance may be applied towards non-prescription sunglasses or blue light filtering glasses, exhausting both frame and lens eligibility. Lab fabricated plano lenses are not covered.

Lenses and frames include such professional services as are necessary, which shall include:

- Prescribing and ordering proper lenses;
- Assisting in the selection of frames;
- Verifying the accuracy of the finished lenses;
- Proper fitting and adjustment of frames;
- Subsequent adjustments to frames to maintain comfort and efficiency;
- Progress or follow-up work as necessary.

Lens Options

Polycarbonate lenses	Covered in full	Not Covered
UV (ultraviolet) protected	Covered in full	Not Covered

CONTACT LENSES

Contact lenses are available once every plan year in lieu of all other lens and frame benefits available herein. When contact lenses are obtained, the Covered Person shall not be eligible for lenses and frames again for one plan year.

Necessary-
Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Member Doctor or Non-Member Provider. Prior review and approval by VSP are not required for Covered Person to be eligible for Necessary Contact Lenses.

MEMBER DOCTOR BENEFIT	NON-MEMBER PROVIDER BENEFIT
Professional Fees and Materials	**Professional Fees and Materials**
Covered in full*	Up to $210.00*

Elective -

MEMBER DOCTOR BENEFIT	NON-MEMBER PROVIDER BENEFIT
Elective Contact Lens fitting and evaluation** services are covered in full once every plan year, after a maximum $[ ].00 Copayment.	
Materials	**Professional Fees and Materials**
Up to $[ ].00	Up to $105.00

SAMPLE

*Subject to Copayment
**15% discount applies to Member Doctor's usual and customary professional fees for contact lens evaluation and fitting.

LOW VISION BENEFIT

The Low Vision benefit is available to Covered Persons who have severe visual problems that are not correctable with regular lenses.

	MEMBER DOCTOR BENEFIT	NON-MEMBER PROVIDER BENEFIT
Supplementary Testing	Covered in Full	Up to $125.00

Complete low vision analysis/diagnosis, which includes a comprehensive examination of visual functions, including the prescription of corrective eyewear or vision aids where indicated.

Supplemental Care Aids	75% of Cost	75% of Cost

Subsequent low vision aids.

Copayment for Supplemental Aids: 25% payable by Covered Person.

Benefit Maximum

The maximum benefit available is $1000.00 (excluding Copayment) every two years.

NON-MEMBER PROVIDER BENEFIT

Low Vision benefits secured from a Non-Member Provider are subject to the same time limits and Copayment arrangements as described above for a Member Doctor. The Covered Person should pay the Non-Member Provider his full fee. The Covered Person will be reimbursed in accordance with an amount not to exceed what VSP would pay a Member Doctor in similar circumstances. NOTE: There is no assurance that this amount will be within the 25% Copayment feature.

SAMPLE

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Member Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

PATIENT OPTIONS

This Plan is designed to cover visual needs rather than cosmetic materials. When the Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses or frames, and the Covered Person will pay the additional costs for the options.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Scratch coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Photochromic lenses, tinted lenses except Pink #1 and Pink #2.
- Progressive multifocal lenses.
- Certain limitations on low vision care.
- A frame that costs more than the Plan allowance.
- Contact lenses (except as noted elsewhere herein).

SAMPLE

NOT COVERED

There is no benefit for professional services or materials connected with:

- Orthoptics or vision training and any associated supplemental testing; plano lenses (less than a ± .50 diopter power); or two pair of glasses in lieu of bifocals;

- Replacement of lenses and frames furnished under this Plan which are lost or broken, except at the normal intervals when services are otherwise available;

- Medical or surgical treatment of the eyes;

- Corrective vision treatment of an Experimental Nature;

- Costs for services and/or materials above Plan Benefit allowances;

- Services and/or materials not indicated on this Schedule as covered Plan Benefits.

VSP MAY, AT ITS DISCRETION, WAIVE ANY OF THE PLAN LIMITATIONS IF, IN THE OPINION OF VSP's OPTOMETRIC CONSULTANTS, IT IS NECESSARY FOR THE VISUAL WELFARE OF THE COVERED PERSON.

EXHIBIT B

VISION SERVICE PLAN
SCHEDULE OF PREMIUMS
VSP Choice Plan

VSP shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below:

$ 0.00 per month for each eligible Enrollee without Eligible Dependents.
$ 0.00 per month for each eligible Enrollee with one Eligible Dependent.
$ 0.00 per month for each eligible Enrollee with two or more Eligible Dependents.

NOTICE: The premium under this Plan is subject to change upon renewal (after the end of the Initial Plan Term or any subsequent Plan Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Plan.

SAMPLE

ADDENDUM

ADDITIONAL BENEFIT RIDER
VISION SERVICE PLAN
SUPPLEMENTAL ESSENTIAL MEDICAL EYE CARE

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. The Supplemental Essential Medical Eye Care benefit is designed for the detection, treatment, and management of ocular conditions and/or systemic conditions which produce ocular or visual symptoms. Under the benefit, eye care professionals provide treatment and services for urgent ocular emergencies as well as the management of chronic systemic diseases that manifest in the eyes. This Rider forms a part of the Plan and Evidence of Coverage to which it is attached.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee.
- Legal spouse of Enrollee.
- Domestic Partner.
- Any child of an Enrollee, including a natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to the end of the month in which they attain the age of [ ] years.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

Essential Medical Eye Care benefits are available to Covered Persons only after covered benefits under their group medical plan have been exhausted, or when Covered Person is not covered under a group medical plan.

Covered benefits include specific medical eye care procedure codes when appropriate for the optometric scope of licensure as well as the current laws, rules and regulations as determined by the State and Federal Government.

SAMPLE

OBTAINING SUPPLEMENTAL ESSENTIAL MEDICAL EYE CARE SERVICES

COVERED PERSON HAS A GROUP MEDICAL PLAN

Supplemental Essential Medical Eye Care provides coverage for certain vision-related medical services as a supplement to Covered Person's group medical plan. Covered Persons should refer to the plan booklet, certificate of coverage or other benefits description for their group medical plan to determine available benefits and how to obtain medical plan benefits.

The eye care provider should first submit a claim to Covered Person's group medical plan when participating in the medical plan's network. Any amounts not paid by the primary medical plan may then be considered for payment by VSP. This process is referred to as Coordination of Benefits ("COB."). Please refer to the Coordination of Benefits section of Covered Person's Evidence of Coverage for additional information regarding COB.

COVERED PERSON DOES NOT HAVE A GROUP MEDICAL PLAN

When Covered Person does not have a group medical plan, or when a VSP Preferred Provider does not participate with Covered Person's group medical plan, the Supplemental Essential Medical Eye Care provides plan benefits as follows:

1. Covered Person contacts Member Doctor and makes an appointment.

2. Covered Person pays the applicable Copayment at the time Supplemental Essential Medical Eye Care services are rendered and amounts for any additional services not covered by the Plan.

SAMPLE

PLAN BENEFITS
MEMBER DOCTORS

COVERED SERVICES

Medical Eye Examinations: Covered in Full after a Copayment of $20.00.

Urgent/Emergency Care* and Special Ophthalmological Services:** Covered in Full

*Urgent/Emergency Care refers to VSP covered services for an emergency medical eye condition including, but not limited to eye infections, foreign body and abrasions, ocular injuries, and chemical exposure to the eye or eyelid.

**Special Ophthalmological Services refer to eye care services that are problem-focused and involve medical decision-making. Special ophthalmological services go beyond general services and relate to the diagnosis, evaluation, treatment, and management of ocular conditions.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Supplemental Essential Medical Eye Care provides coverage for certain vision-related medical services as a supplement to Covered Person's group medical plan. A current list of the covered procedures will be made available to the Client upon request.

SAMPLE

NOT COVERED

1. Eyeglasses or contact lenses.
2. General anesthesia surgical procedures.
3. Preoperative or postoperative surgical procedures.
4. Inpatient hospital services.
5. Services provided for refractive diagnoses that are part of the Covered Person's routine vision care coverage.
6. Prescription medication or supplies of any type.
7. Local, state and/or federal taxes, except where VSP is required by law to pay.
8. Services and/or materials not specifically included in this Rider as covered Plan Benefits.

EXHIBIT C

ADDITIONAL BENEFIT RIDER
VSP VALUE TRIO

GENERAL

This Rider lists the vision care benefits to which Covered Persons of [insert name of licensed entity] ("VSP") are entitled, subject to any other conditions, limitations and/or exclusions stated herein. This Rider forms a part of the Policy and Evidence of Coverage to which it is attached.

Plan Benefits under this Rider apply to the to the purchase of complete pairs of prescription glasses only. Plan Benefits are only available from VSP Network Providers. To utilize Plan Benefits, Covered Person must have had an eye examination by a VSP Network Provider within the last twelve (12) months.

VSP Network Providers are those doctors that have agreed to participate in VSP's [*Signature, Choice, Enhanced Advantage]* Network.

SAMPLE

ELIGIBILITY

The following are Covered Persons under this Plan:

- Enrollee
- The legal spouse of Enrollee
- Any unmarried child of Enrollee, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible

Unmarried dependent children are covered up to age [18-19], or to age 26 if full-time students.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

See below for Plan Benefits subject to any Copayment(s) as stated herein.

PLAN BENEFITS
VSP NETWORK PROVIDERS

Lenses
Glass or plastic lenses (or polycarbonate lenses for dependent children) are covered with the following Copayments*:

Single Vision Lenses $40*
Lined Bifocal $60*
Lined Trifocal $75*
Lenticular $75*

Frames
In addition to the Plan Benefits stated above, You and each of Your Covered Dependents are entitled to receive a discount of twenty-five percent (25%) toward the purchase of frames.

*Copayments are payable by the Covered Person at the time materials are rendered.

EXCLUSIONS AND LIMITATIONS

SAMPLE

Some brands of spectacle frames and/or lenses may be unavailable for purchase as Plan Benefits or may be subject to additional limitations. Covered Persons may obtain details regarding frame or lens brand availability from their VSP Network Provider or by calling VSP's Customer Care Division at (800) 877-7195.

NOT COVERED

There are no benefits for professional services or materials connected with:

1. Eye examinations.
2. Solutions or cleaning products for spectacle glasses or contact lenses.
3. Low vision services and materials.
4. Orthoptics or vision training and any associated supplemental testing.
5. Plano lenses (lenses with refractive correction of less than ± .50 diopter).
6. Services associated with Corneal Refractive Therapy (CRT) or Orthokeratology.
7. Medical or surgical treatment of the eyes.
8. Services and/or materials not specifically included in this Rider as covered Plan Benefits.

Local, state and/or federal taxes.

SAMPLE

ADDENDUM

VISION SERVICE PLAN

VI. ELIGIBILITY FOR COVERAGE

6.01 (b) **Eligible Dependents**, Add the Following:

(1a) The domestic partner of the same or opposite in gender as Enrollee, pursuant to the Group's eligibility rules which are applicable to the Group's general medical benefits, and

(2b) Any children of the domestic partner provided they depend upon the Enrollee for support and maintenance.

SAMPLE

SAMPLE

ADDENDUM

VISION SERVICE PLAN
THE CALIFORNIA CONTINUATION BENEFITS
REPLACEMENT ACT OF 1997 (CAL-COBRA)

Pursuant to California Health and Safety Code Section 1366.25, the following section is hereby incorporated into the Group Vision Care Plan, if, and only to the extent Cal-COBRA applies to the parties to this Plan:

The California Continuation Benefits Replacement Act of 1997 (**Cal-COBRA**) requires health care service plans providing contracted coverage to employers with 2 to 19 eligible employees to offer continuation coverage for purchase by qualified beneficiaries upon the occurrence of a qualifying event. VSP and Group are subject to the following obligations in connection with continuation coverage:

1. Group agrees to provide VSP with notice of any employee who has had a "qualifying event", within 31 days of the qualifying event. A "qualifying event" means any of the following events that, but for the election of continuation coverage provided thereunder, would result in a loss of coverage under the group benefit plan to a qualified beneficiary:

- The death of the covered employee.
- The termination or reduction of hours of the covered employee's employment, except that termination for gross misconduct does not constitute a qualifying event.

- The divorce or legal separation of the covered employee from the covered employee's spouse.
- The loss of dependent status by a dependent enrolled in the group benefit plan.
- With respect to a dependent only, the covered employee's eligibility for coverage under Title XVIII of the United States Social Security Act (Medicare).

Within 14 days of receipt of the foregoing notice of a qualifying event from Group, VSP will send to the qualified beneficiary's last known address, as provided by Group, the necessary benefits information, premium information, enrollment forms, and instructions to allow the qualified beneficiary to formally elect continuation coverage.

2. Group agrees to notify qualified beneficiaries currently receiving continuation coverage, whose continuation coverage will terminate under one group benefit plan prior to the end of the period the qualified beneficiary would have remained covered under Cal-COBRA, as specified in Health and Safety Code Section 1366.27, a minimum of 30 days prior to the termination, of the qualified beneficiary's ability to continue coverage under a new group benefit plan for the balance of the period the qualified beneficiary would have remained covered under the prior group benefit plan. Group agrees to provide qualified beneficiaries subject to this paragraph with the necessary benefits information, premium information, enrollment forms, and instructions to allow the qualified beneficiary to continue coverage. This information shall be sent to the qualified beneficiary's last known address, as provided by the plan currently providing continuation coverage to the qualified beneficiary.

SAMPLE

SAMPLE

City Council Staff Report

DATE: **OCTOBER 21, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

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

DISTRICT: **2 & 4**

SUBJECT: **APPROVE AGREEMENT WITH BENCHMARK RESOURCES FOR SURFACE MINING AND RECLAMATION ACT (SMARA) COMPLIANCE SERVICES IN AN AMOUNT NOT TO EXCEED $250,000 FOR A TERM OF FOUR (4) YEARS WITH A ONE-YEAR OPTION TO EXTEND**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9576, with Benchmark Resources, for SMARA compliance services in an amount not to exceed $250,000 for a term of four (4) years; and,

2. Authorize the Interim City Manager or his designee to execute Agreement No. A-9576 with Benchmark Resources, including minimal and/or non-substantive changes.

BACKGROUND

There are currently seven active surface mining operations and one pending operation within the City:

1. JV Aggregate
2. Robertson's Ready Mix
3. Holliday Rock
4. AV Quarry
5. Vulcan Materials Company
6. California Sand & Gravel (pending)
7. Hi-Grade
8. Lane Quarry

Each mining site is required to maintain a reclamation plan that outlines how the site will be restored for future uses once mining ends. These plans must follow State and local regulations- The City conducts annual inspections to ensure compliance with these plans. Operators must update their financial assurances each year to reflect the portions of the site that still need to be reclaimed.

As required by Public Resources Code (PRC) Section 2710, the City submits annual reports to the Division of Mine Reclamation (DMR) to show compliance with SMARA. In 2020, the City contracted Benchmark Resources through a competitive process to assist with SMARA-related tasks, including:

- Annual inspections;
- Compliance reviews; and,
- Verification of reclamation activities.

Benchmark Resources' Agreement No. A-8610 is set to expire on November 29, 2025.

DISCUSSION

To streamline the process and ensure all surface mining operators remain in compliance with local and State regulations, City staff issued a Request for Qualifications (RFQ) from qualified firms.

Using a competitive consultant selection process, the City issued both RFQs and Requests for Proposals (RFPs) and advertised them for 30 calendar days on its online bid system, Planet Bids.

The City received three qualification packages from the following responders:

Firm	Location	Cost
Benchmark Resources	Folsom, CA	$191,906
Geo-Logic Associates	Ontario, CA	$121,828
EnviroMine Incorporated	San Bernardino, CA	$175,000

Benchmark Resources was selected based on its extensive experience with local and comparable jurisdictions, its strong track record of delivering high-quality results, and its robust quality control practices. The firm's highly qualified team offers a compliance approach tailored to the City's specific needs. In addition, over the past five years, Benchmark has successfully supported the City and quarry operators in managing surface mining operations and ensuring regulatory compliance.

The proposed contract term is four years, with a one-year extension option, not to exceed a total cost of $250,000.

FISCAL IMPACT

$0; There is no fiscal impact to the City**,** as all costs are fully covered through the individual deposit accounts of the quarry operators.

In accordance with SMARA requirements (PRC Section 2774(b)), quarry operators are responsible for covering the costs of annual inspections and reporting to the Division of Mine Reclamation (DMR). The City has entered into reimbursement agreements with six active quarry operators, requiring each to make annual payments to the City to fund the selected consultant's services.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Megan Taggart, Director of Economic & Community Development
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENT

Agrmt No. A-9576 with Benchmark Resources

AGREEMENT NO. A-9576
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND BENCHMARK RESOURCES

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and BENCHMARK RESOURCES (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS**,** City desires to engage CONSULTANT to provide certain consultant services; and

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

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

1.1 The City hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to provide the following services:

The consultant shall provide compliance support services for all Palmdale surface mining operations in accordance with SMARA (PRC §2710 et seq.), related CCR regulations, PMC Chapter 17.102, and other applicable State and Federal laws. Consultant staff and sub-consultants must maintain proper licenses, training, and a City business license. Services include regular and on-call SMARA compliance support for the following sites:

Holiday Rock (CUP 96-4 / RP 96-1)

AV Quarry (CUP 13-020 / RP 89-1)

Vulcan Materials (CUP 08-01 / RP 88-1)

Hi-Grade (CUP 02-06 / RP 02-01)

Robertson's Ready-Mix (CUP 05-022 / RP 90-1)

Lane Quarry (RP 98-1)

JV Aggregate (CUP 08-08 / RP 08-1)

Pending – California Sand and Gravel (CUP 21-010 / SPR 21-011 / RP 21-002)

Refer to Exhibit A, section 4 and 5 of the attached proposal.

CONSULTANT shall perform and complete all such work and services in a manner satisfactory to CITY.

1.2 Project deliverables shall be reviewed and approved by CITY to determine acceptable completion. CITY shall have the right to review and inspect the work during the course of its performance at such times as may be specified by CITY.

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

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

2 CITY PROJECT MANAGER

To provide the services required by this Contract, CONSULTANT shall act under the authority and approval of a Project Manager appointed by CITY. The City Project Manager will oversee the work under this Contract, assist CONSULTANT with any necessary information, audit billings, and approve payments. CONSULTANT shall channel reports, deliverables, and special requests through the City Project Manager.

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

Bruce Steubing - Vice President and Project Manager

This Consultant Services Contract has been awarded to CONSULTANT based on its representation that those personnel and subcontractors listed above will perform the portions of the work listed herein. CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by CITY.

4 CONTRACT TERM

The term of this contract is FOUR (4) YEARS, commencing on the effective date, with CITY reserving the option to extend the agreement for one (1) additional terms of one year each.

5 TAXES

5.1 CONSULTANT shall pay all sales, consumer, use, and other similar taxes required to be paid by CONSULTANT in accordance with state and local laws.

5.2 CONSULTANT is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONSULTANT or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

5.3 CONSULTANT shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

6 PATENT FEES AND ROYALTIES

CONSULTANT shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified by CITY for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONSULTANT shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product or device not specified by CITY, and shall defend all such claims in connection with any alleged infringement of such rights.

7 STANDARDS OF PERFORMANCE

CONSULTANT shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any such deficiencies or errors without additional compensation and without cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY -furnished information.

8 CONSULTANT’S PERSONNEL

8.1 All services required under this Contract shall be performed by CONSULTANT, or under CONSULTANT’S direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

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

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

8.4 CONSULTANT shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONSULTANT's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of Two Hundred and Fifty Thousand dollars ($250000), payable as follows:

Please see Attachment 2, Fixed Fee Budget Schedule

The Contract Price is CONSULTANT'S estimate of its charges for all of the services, including all labor, equipment, material, subcontractor and reimbursable costs, to be provided under this Agreement. Progress payments shall be made on a time and material basis. Final payment shall be made upon completion of all services and City acceptance of all deliverables, not-to-exceed the Contract Price.

9.2 CONSULTANT shall perform no work in excess of the total contract price without prior written approval of CITY. Total contract price includes expenses related to travel to and from CITY to meet with City and to appear, if so required, before City Council or any other board or commission of CITY.

9.3 CONSULTANT shall maintain adequate records and shall permit inspection and audit by CITY of CONSULTANT's charges under this Contract. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONSULTANT for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONSULTANT shall retain its records for the time required by such laws.

9.4 No payment made hereunder by CITY to CONSULTANT, shall be construed as an acceptance by CITY of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this Contract.

10 INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT and any contractors or subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter "Indemnified Parties") for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONSULTANT, its contractors or subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONSULTANT and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONSULTANT shall ensure that the contract of any contractor or subcontractor working under this agreement contain an indemnity agreement, requiring the contractor or subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONSULTANT shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

11 INSURANCE

11.1 CONSULTANT, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 11.8, must be reviewed and accepted by the City Attorney**.

11.1.1 Workers' Compensation and Employer's Liability

- Workers' Compensation—coverage as required by the State of California
- Employer's Liability:
  $1,000,000.00 each accident
  $1,000,000.00 policy limit bodily injury
  $1,000,000.00 each employee bodily injury by disease

11.1.2 Professional Liability (Errors & Omissions) Insurance*

- $1,000,000 limit on a per occurrence basis

11.1.3 Commercial General Liability

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

11.1.4 Commercial Automobile Liability

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

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

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

A. An endorsement extending coverage to the City as an additional insured, in the same manner as the named 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 certificate and endorsements shall state: "The City of Palmdale, the Successor Agency of the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Industrial Development Authority of the City of Palmdale, Palmdale Airport Authority, their officers, agents, employees and volunteers are named as additional insured's."

B. "Severability of Interest" clause.

11.4 Promptly on execution of this Contract, and prior to commencement of any work, CONSULTANT shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONSULTANT has the required coverage and showing the required named insureds. Within five (5) days of written request from CITY, CONSULTANT shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

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

11.6 Any policy or policies of insurance that CONSULTANT 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.

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

11.8 Acceptable Proof of Insurance:

11.8.1 ACORD Certificate of Insurance listing all coverages, limits, deductibles and insureds; and endorsements for all applicable coverages if agent has authority to issue it; Additional insured Form CG20101185 or CG20100707 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

11.8.2 Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements listing all insurers must be submitted to the City Attorney.

11.8.3 *When professional (E&O) liability coverage is provided on a “claims made basis”, CONSULTANT 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 CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

11.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONSULTANT 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 CONSULTANT shall require any and all subcontractor's working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of CONSULTANT shall be subject to all other insurance requirements that are stated herein.

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

12 TERMINATION WITHOUT CAUSE

CITY reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to cease such work. CONSULTANT shall also surrender to CITY all finished or unfinished documents or programs and other materials, which shall be City’s property. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event

shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

13 TERMINATION FOR CAUSE

13.1 If the City determines that the CONSULTANT has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the City shall give written notice to the CONSULTANT specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for the City's dissatisfaction and suggest corrective measures. If, after thirty days, the CONSULTANT has failed to implement the corrective measures, the City may elect to terminate this Contract, in whole or in part.

13.2 In the event the City terminates this Contract in whole or in part as provided herein above, the City may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

13.3 If this Contract is terminated as provided above, the City may require the CONSULTANT to provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by the CONSULTANT. Upon such termination, the CONSULTANT shall be paid an amount equal to the value of the services provided and work performed as of the date of termination. Such payment by the City may take into consideration the costs associated with hiring another CONSULTANT to complete the services. In the event no new CONSULTANT is employed, the CONSULTANT shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses.

The above is in addition to any other remedies available by law or equity to the City.

13.4 If, after notice of termination of the Contract under the provisions of this Section 13, it is determined, for any reason, that CONSULTANT was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 12.

14 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONSULTANT 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.

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, research, field notes, investigations, analysis, and studies which are prepared in the performance of this Contract are to

be, and remain the property of CITY. CONSULTANT shall furnish CITY, upon its request, originals or reproducible or electronic copies of reports, studies and of all other documents listed above.

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

16.1 CONSULTANT shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONSULTANT from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegates or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegates or subcontractor shall include the following:

A. The amount involved, together with CONSULTANT's analysis of such cost or price; and

B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.

C. The requirement to hire only those persons authorized by federal law to work in the United States.

16.2 Any assignment, delegation or subcontract shall be made in the name of CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONSULTANT under this Contract.

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

17.1 In performance of this Contract, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17.2 The provisions of subsection 17.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, 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.

18 FINANCIAL INTEREST CERTIFICATION

18.1 CONSULTANT warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONSULTANT's firm.

18.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19 CONFLICT OF INTEREST

19.1 CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONSULTANT to be "financial interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

19.2 CONSULTANT shall not employ any City official or employee to perform any work required pursuant to this Contract.

19.3 If CONSULTANT is a registered professional engineer or licensed land surveyor and the scope of work requires CONSULTANT'S recommendation of the actual formula to spread the costs of an assessment district's improvements, then CONSULTANT shall not participate in making that recommendation if the additional elements set forth in Government Code section 87100.1(c) apply. Those additional elements are: (1) CONSULTANT has received income of $250 or more for professional services in connection with any parcel included in the benefit assessment district within 12 months prior to the creation of the district; and (2) the district includes other parcels in addition to those parcels for which CONSULTANT received the income. In the event a conflict of interest does arise in that context, City shall select a different CONSULTANT to recommend the actual formula to spread the

costs of the assessment district's improvements and the costs of such services shall be deducted from the compensation to be paid to CONSULTANT.

19.4 To the extent required by the City Manager/designee, CONSULTANT shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

20 COMPLIANCE WITH LAW

20.1 CONSULTANT shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States. If CONSULTANT uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONSULTANT.

20.2 The law of the state of California shall govern this Contract. The venue of any legal action, either formal or informal, shall be the County of Los Angeles.

21 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

22 ENTIRE CONTRACT AND AMENDMENTS

22.1 This Contract is the complete agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

22.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONSULTANT hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

22.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

23 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

Salvador Mendez
City Manager

Megan Taggart
Signed: 10/3/2025

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38250 Sierra Highway
Palmdale, CA 93550

BENCHMARK RESOURCES:

BruceSteubing
Signed: 10/14/2025

Bruce Steubing
Vice President

ADDRESS FOR NOTICE:
BENCHMARK RESOURCES
2515 East Bidwell Street
Folsom, CA 95630

APPROVE AS TO FORM:

Alexandra Severino
City Attorney

ATTEST:

Roxanne Faber
City Clerk

---------- 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 2025-10-03 19:36:53 GMT

Secured by Concord™
DocumentID: 031DcyBNivYEKqVCFYAkg7
SigningID: 031DcyBN2cYZEBmS5orrja
Signing date: 10/3/2025
IP Address: 47.150.152.94
Email: mtaggart@cityofpalmdale.org

For
Name
Title



Signed on 2025-10-14 16:40:33 GMT

Secured by Concord™
DocumentID: 031DcyBNivYEKqVCFYAkg7
SigningID: 031JpN7Pm8T3tPkXh8lAC4
Signing date: 10/14/2025
IP Address: 12.27.191.226
Email: bsteubing@benchmarkresources.com

concord™
Where agreements happen.

Signed with https://www.concord.app/

City Council Staff Report

DATE: **OCTOBER 21, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**

DISTRICT: **1**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-057, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE DUAL NAMING OF AVENUE Q, ADDING DEPUTY CLINKUNBROOMER AVE FROM SIERRA HIGHWAY TO 40TH STREET EAST**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2025-057, a Resolution of the City Council of the City of Palmdale approving the dual naming of Avenue Q, adding Deputy Clinkunbroomer Ave from Sierra Highway to 40th Street East; and,

2. Allow staff to prepare the required notices and install the new street name signs.

BACKGROUND

Section 34091.1 of the California Government Code states, *"Whenever the legislative body finds that a name should be adopted and applied to any city street, or that the existing name of any city street should be changed, the legislative body may adopt a resolution designating a name for, or change the name of, such street."*

The City would like to commemorate and memorialize Deputy Ryan Clinkunbroomer's service by adding his name to Avenue Q from Sierra Highway to 40th Street East. Deputy Ryan Clinkunbroomer was an eight-year veteran of the Sheriff's Department who tragically lost his life while on duty at Palmdale Sheriff Station. He was ambushed while conducting routine patrol duties. Deputy Clinkunbroomer was in full uniform, in a marked patrol vehicle, and had just left the Palmdale Station.

DISCUSSION

The section of Avenue Q between Sierra Highway to 40th Street East is where Deputy Clinkunbroomer tragically lost his life and marks the northern boundary of his assigned patrol region.

There are currently 152 parcels along this stretch, including several vacant lots. Ten of these are in unincorporated LA County, while the rest are within the City's boundaries.

The area north of the Avenue Q between Sierra Highway and 10th Street East is under LA County's jurisdiction. City staff are working with LA County Planning and Public Works to create a similar resolution for the Board of Supervisors' consideration and adoption. Once approved, staff will notify both the USPS and local property owners. The City's Public Works staff will install the new street signs.

FISCAL IMPACT

$12,850.00; The estimated cost includes labor, materials, staff time, and coordination with the United States Postal Service. Funds are budgeted and available in FY 2025-26 within Public Works Street Maintenance accounts.

STRATEGIC PLAN

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

A. Support opportunities to celebrate rich traditions and diverse cultures in the community.

Prepared by:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Reso. No. CC 2025-057
Site Map

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE DUAL NAMING OF AVENUE Q TO DEPUTY CLINKUNBROOMER AVE (AVENUE Q) FROM SIERRA HIGHWAY TO 40TH STREET EAST

WHEREAS, Avenue Q is the current name of the street extending from Sierra Highway to 40th Street East, approximately 1 mile south of Rancho Vista Blvd /Avenue P and 1 mile north of Avenue R; and

WHEREAS, it is desirable and appropriate to adopt a dual naming convention for Avenue Q to Deputy Clinkunbroomer Ave (Avenue Q); and

WHEREAS, the City conferred with the family and Los Angeles County Sheriff's Department and support the street name change honoring the late Ryan Clinkunbroomer, former Los Angeles County Sherrif's Deputy.

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 portion of the City street now known as "Avenue Q" between Sierra Highway and 40th Street East shall henceforth be designated as "Deputy Clinkunbroomer Ave (Avenue Q)".

SECTION 2. This Resolution shall take effect immediately upon its adoption.

SECTION 3. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 21st day of October, 2025.

_____
Laura Bettencourt, Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Severino
City Attorney

ATTEST:

_____
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 21st day of October, 2025 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

Deputy Clinkunbroomer Ave (Avenue Q)



9/29/2025, 5:15:36 PM

0 1,000 2,000 4,000 ft
0 360 720 1,440 m

THE CITY OF PALMDALE ASSUMES NO LIABILITY FOR DRAWINGS THAT MAY ARISE FROM THE USE OF INFORMATION RECIEVED FROM THIS MAP.

City Council Staff Report

DATE: **OCTOBER 21, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **1**

SUBJECT: **ACCEPT NOTICE OF COMPLETION (NOC) FOR PUBLIC STREETS, SEWER, AND DRAINAGE IMPROVEMENTS FOR JUNIPER GROVE APARTMENTS LOCATED AT THE SOUTHEAST CORNER OF DIVISION STREET AND AVENUE R**

RECOMMENDATION

Staff recommend that the City Council:

1. Accept the NOC for completed public streets, sewer, and drainage improvements for Juniper Grove Apartments located at the southeast corner of Division Street and Avenue R; and,

2. Authorize the Interim City Manager or his designee to file the NOC and release the security for the completed public street improvements.

BACKGROUND

This project, located at the southeast corner of Division Street and Avenue R, included construction of public streets, sewer, and drainage improvements. Work included six streetlights, sidewalk, curb and gutter, one parkway drain, one catch basin, and a sewer system. All improvements were built according to the approved construction plans and have been inspected and approved by the City's Public Works staff.

DISCUSSION

The NOC is presented in accordance with Section 16.110.060 of Palmdale's Municipal Code. This action will accept the public streets, 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 streets, sewer, and drainage improvements for the project are included in the attached Completed Public Improvement List and shown in the Site Map. Improvements 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 along Division Street and Avenue R will be transferred from the developer to the City.

FISCAL IMPACT

$18,800; The estimated annual additional maintenance and administrative costs are $18,800. The maintenance for the sewer system and street lighting will be funded proportionally from the levies collected, both the annual Sewer Collection Service Charge and CFD 2022-1, Annexation No. 8. 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, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

NOC
List of Completed Public Improvements
Site Map
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: **Street, Sewer & Drainage Improvements- Juniper Grove Apartments.**
5. The improvements on the property hereinafter described were completed on **July 30, 2025.**
6. The work done was: "**Street, Sewer & Drainage Improvements- Juniper Grove Apartments.**",
7. The name of the Contractor for such work of improvement: **Juniper Grove Apartments, LP.**
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: **Southeast corner of Division Street & Avenue R.**
9. The address of said property is: **150 East Avenue R.**

Dated: **October 21, 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 **October 21, 2025,** in the City of Palmdale, California.

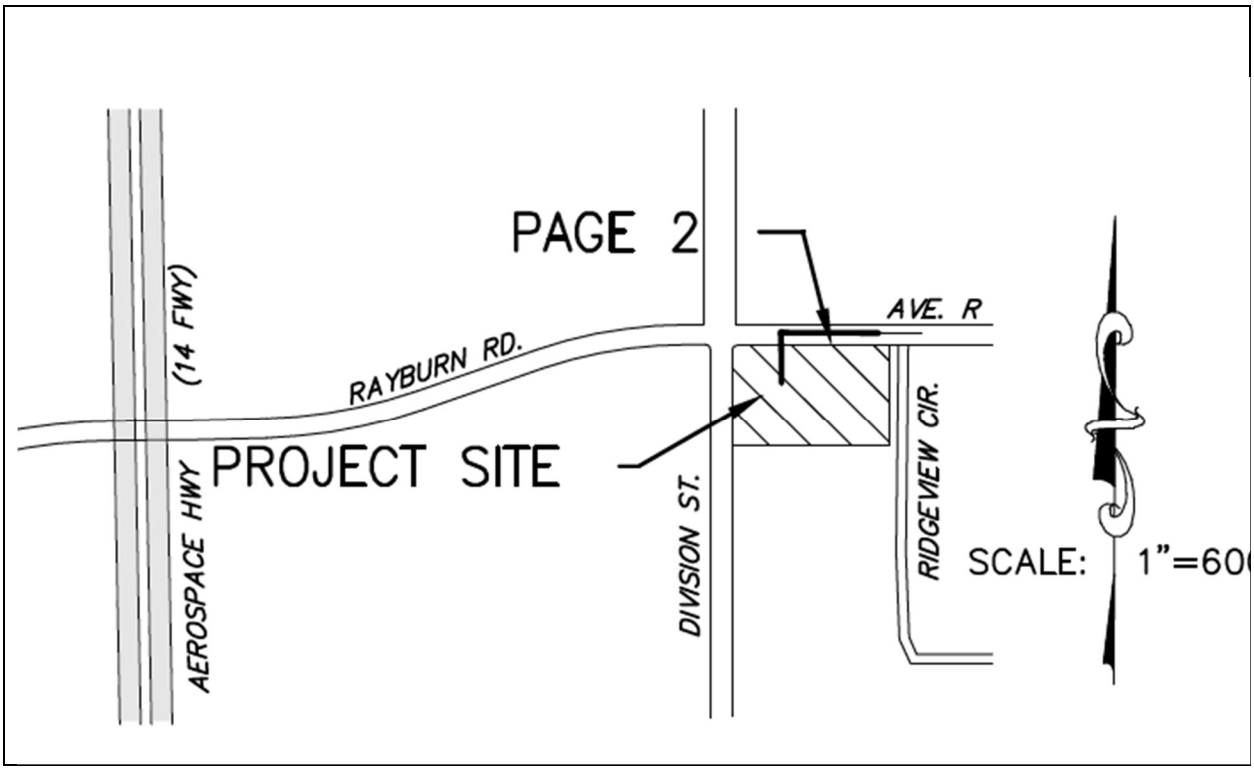
Hamed Hashemian, City Engineer

EXHIBIT A

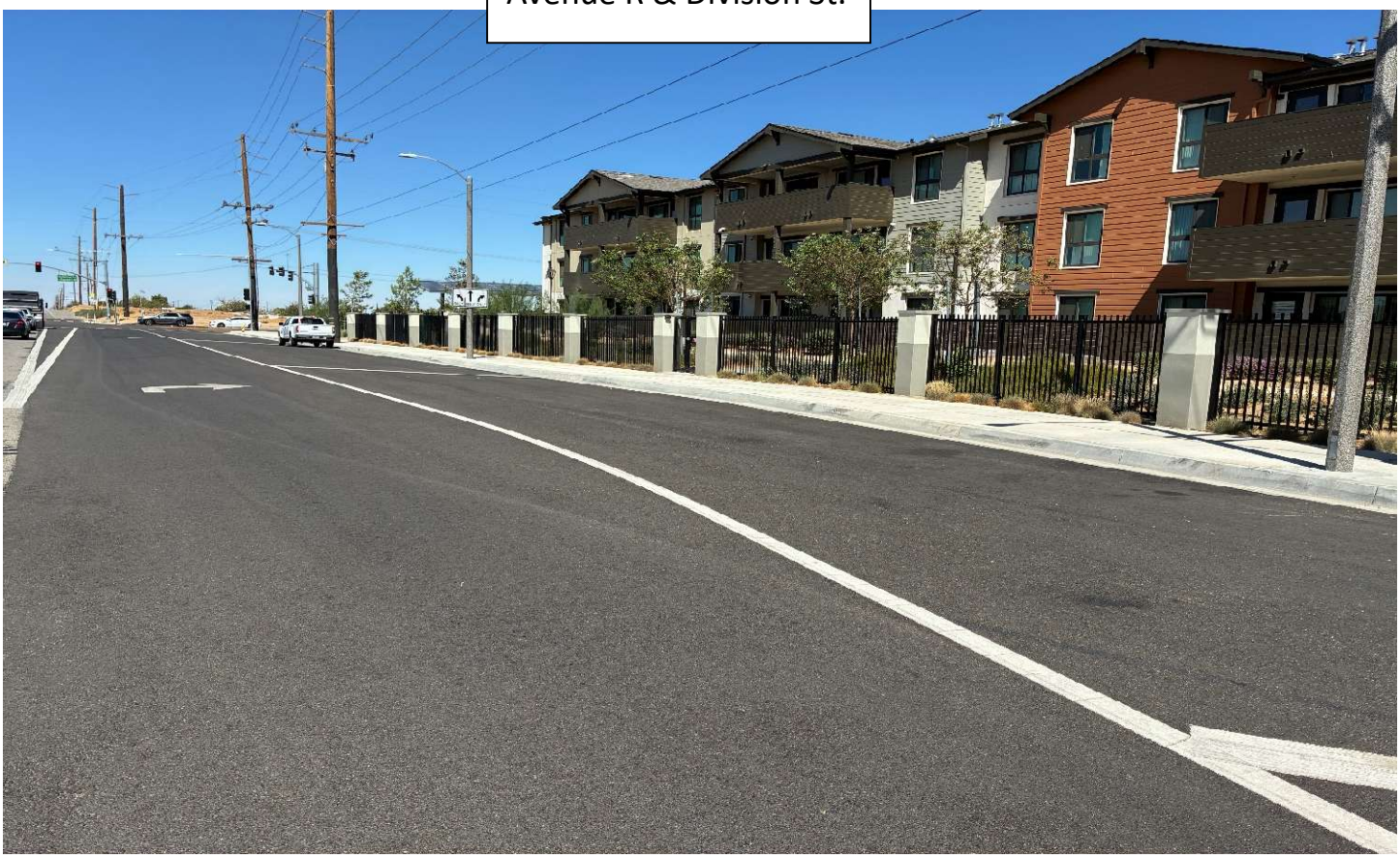
LIST OF COMPLETED PUBLIC IMPROVEMENTS

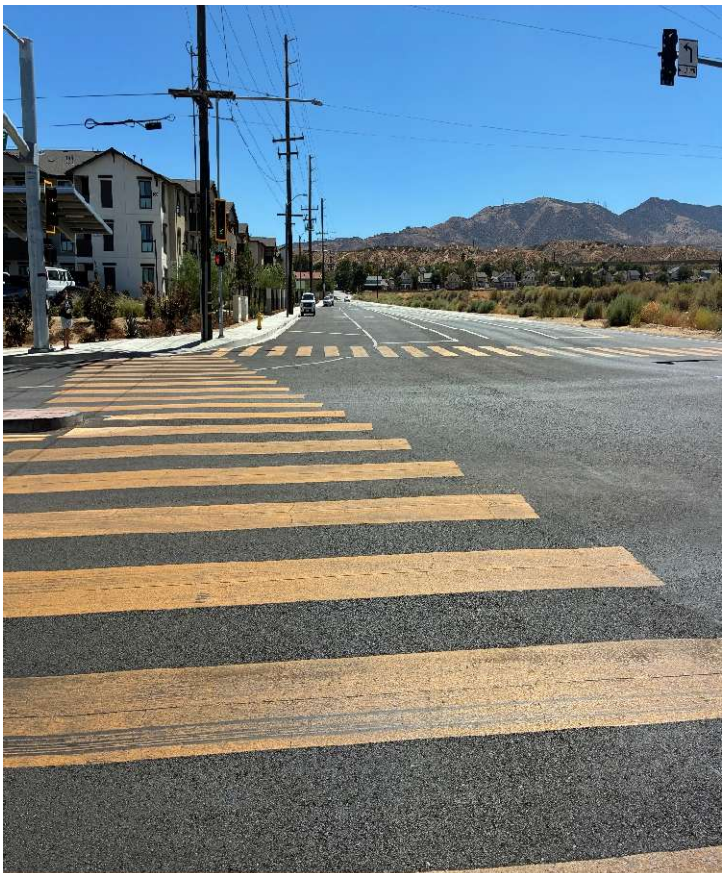
Project	Plan #	Quantity	Security
Juniper Grove Apartments Street Improvements	ST 20-07	4,132 SF	$346,100
Juniper Grove Apartments Sewer Improvements	PC 20-07	276 LF	$24,700
Juniper Grove Apartments Drainage Improvements	ST 20-07	1 Parkway Drain 1 Catch Basin	$22,100

EXHIBIT B
SITE MAP



Avenue R & Division St.







MINUTES
CITY COUNCIL/SA/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
OCTOBER 7, 2025
5:00 PM

www.cityofpalmdaleca.gov

1) CALL MEETING TO ORDER

Mayor Pro Tem Bettencourt called the meeting to order at 5:00 pm.

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

2) ROLL CALL MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, LOA,OHLSEN, ALARCÓN COMMISSIONER FRAGA-SAENZ, BETTS

PRESENT: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Christina Fraga-Saenz, Dianne Betts.
ABSENT: Andrea Alarcón.

Councilmember Alarcón arrived at 5:01 pm.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Councilmember Bishop led the Pledge of Allegiance.

The following observances were acknowledged for the month of October: Breast Cancer Awareness Month, Crime Prevention Month, Domestic Violence Awareness Month, Code Enforcement Week, and Mental Illness Awareness Week.

Mayor Pro Tem Bettencourt announced the meeting would be adjourned in honor of Frances Hernandez. Councilmember Loa shared a few words about Mrs. Hernandez and her community activism. Mayor Pro Tem Bettencourt, on behalf of the entire Council, spoke condolences to Mr. Hernandez.

4) PRESENTATIONS

4.1) California Voting Rights Act Presentation.

Councilmember Alarcón made a motion and suggested that Mayor Pro Tem Bettencourt allow public comments on this item and allow general response to the public. Mayor Pro Tem Bettencourt allowed two minutes for public comments.

Mayor Pro Tem Bettencourt made an announcement regarding free vaccinations through L.A. Care.

Attorney Shenkman of Shenkman and Hughes delivered a PowerPoint presentation on the California Voting Rights Act.

Public comments were provided by Michelley, Colleen, Jason Zink, Yul Gevargis, Jasper, Louie Murad, Roger Soderstedt, Rich Gallego, Michael Ross, and Felix Menendez.

There was additional discussion regarding the five-district election system, providing service to the community, the importance of enabling the minority community to elect candidates of their choice, immigrant populations, and ensuring the most accurate and comprehensive information to inform future Council decisions.

4.2) Homelessness Report.

Director of Housing Reyes delivered a PowerPoint presentation.

A discussion was held among Councilmembers, staff, and Los Angeles Homeless Services Authority Coordinator Varden regarding the allocation of Measures A and H funds, the homeless census, access to Metrolink services, the Hope the Mission project, a domestic violence shelter, housing insecurity issues, mental health challenges within the unhoused community, the cleanup of desert encampments, and the efforts of community partners.

Mayor Pro Tem Bettencourt recessed the meeting at 6:50 pm - 7:00 pm.

The following individuals contributed public comments: Jason Zink, Jasper, Rich Gallego, Adel Mikhail, and an unnamed individual.

5) PUBLIC COMMENTS

There were no public comments for Section 6.

6) JOINT CONSENT CALENDAR CITY COUNCILAND HOUSING AUTHORITY

6.1) Adopt Resolution No. CC 2025-068, a Resolution of the City Council of the City of Palmdale declaring certain Property Surplus Land pursuant to Government Code Sections 54420 et seq; and Adopt Resolution No. HA 2025- 003, a Resolution of the Housing Authority of the City of Palmdale declaring APN 3009-021-903 Exempt Surplus Land under the Surplus Land Act as amended.

Motion: Adopt Resolution No. CC 2025-068, a Resolution of the City Council of the City of Palmdale declaring certain Property Surplus Land pursuant to Government Code Sections 54420 et seq
Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Dianne Betts.

Motion: Adopt Resolution No. HA 2025-003, a Resolution of the Housing Authority of the City of Palmdale declaring APN 3009-021-903 Exempt Surplus Land under the Surplus Land Act as amended
Moved by Christina Fraga-Saenz, seconded by Dianne Betts.

Vote: Motion carried (7-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

6.2) Approve the minutes from the previous meeting.

Motion: Approve the minutes from the previous meeting.
Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (7-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

Mayor Pro Tem Bettencourt adjourned the Housing Authority meeting.

Councilmember Alarcón pulled items 7.4, 7.5, and 7.9, and Councilmember Bishop pulled item 7.6 for discussion.

Public comments were provided by the following individuals: Jason Zink addressed items 7.4 and 7.12; Rich Gallego commented on various items; and Matthew Gaines, Mark Bozigian, Ben Gocke, Suzy Ghazarossian, Michelle Royal, Kathy MacLaren, David Smith, and Yul Gevargis expressed support for item 7.4.

Additionally, Councilmember Alarcón asked that item 7.3 also be pulled for discussion.

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 August 2025.

7.3) Adopt Resolution No. CC 2025-072, a Resolution of the City Council of the City of Palmdale adopting a revised Publicly Available Pay Schedule to ensure compliance with the Public Employees' Retirement System (CalPERS) pensionable compensation requirements for general positions.

Councilmember Alarcón referenced the revised attachment.

Motion: Adopt Resolution No. CC 2025-072, a Resolution of the City Council of the City of Palmdale adopting a revised Publicly Available Pay Schedule to ensure compliance with the Public Employees' Retirement System (CalPERS) pensionable compensation requirements for general positions.
Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

7.4) Approve Memorandum of Understanding between the City of Palmdale and Antelope Valley Economic Development and Growth Enterprise (AV EDGE) for a total not to exceed amount of $300,000 for a term of one (1) year.

Director of Economic and Community Development Taggart presented the staff report. There was Council and staff discussion regarding the deliverables, operating budget, list of board members, future quarterly reports, local businesses, and bringing private enterprise to the Antelope Valley.

Motion: Approve Memorandum of Understanding between the City of Palmdale and Antelope Valley Economic Development and Growth Enterprise (AV EDGE) for a total not to exceed amount of $300,000 for a term of one (1) year.
Moved by Eric Ohlsen, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

7.5) Adopt Resolution No. CC 2025-010, a Resolution of the City Council of the City of Palmdale approving the updated Palmdale Emergency Operations Plan (EOP).

Emergency Services Administrator Shadkamyan provided a PowerPoint presentation. The Council expressed support for the Emergency Operations Plan. A discussion followed regarding the various components of the Emergency Operations Plan (EOP), including the importance of engaging the AV Fair Authority regarding the Multi-Agency Regional Resilience Center (MARRC) to ensure that residents of Palmdale have assured access to shelter beds.

Motion: Adopt Resolution No. CC 2025-010, a Resolution of the City Council of the City of Palmdale approving the updated Palmdale Emergency Operations Plan (EOP).
Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

7.6) Approve design services agreement with Duke Engineering for PN 524, Maintenance Yard Fleet Building and Utility Upgrade, for a total not to exceed amount of $248,946.25 for a term of 120 calendar days from the date of the Notice to Proceed.

Councilmember Bishop recused himself from this item and stepped away from the dais for having done business with Duke Engineering in the past.

Motion: Approve design services agreement with Duke Engineering for PN 524, Maintenance Yard Fleet Building and Utility Upgrade, for a total not to exceed amount of $248,946.25 for a term of 120 calendar days from the date of the Notice to Proceed.
Moved by Eric Ohlsen, seconded by Andrea Alarcón.

Vote: Motion carried (4-0)
Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

Councilmember Bishop returned to the dais.

7.7) Approve Project Authorizations A and B under Master Services Agreement with DXP Enterprises, Inc., for pump maintenance and repair services for a combined total not to exceed amount of $1,251,800, each for a term of three years with an option to extend for two additional one-year terms.

7.8) Adopt Resolution No. CC 2025-071, a Resolution of the City Council of the City of Palmdale authorizing the execution of a grant deed for City-owned land to the Los Angeles County Waterworks District No. 40 for Parcel 'A' of recorded Lot Line Adjustment No. 703.

7.9) Approve Construction Agreement with All American Building Services for PN 839, McAdam Park Pavilion Rehabilitation Project for a total not to exceed amount of $234,564 for a term of 30 working days from the date of the Notice to Proceed.

Councilmember Alarcón highlighted the renovations that are being done at McAdam Park. Mayor Pro Tem Bettencourt spoke about the Together California project. Councilmember Loa noted that the improvements for McAdam Park are being funded by Measure AV funds.

Motion: Approve Construction Agreement with All American Building Services for PN 839, McAdam Park Pavilion Rehabilitation Project for a total not to exceed amount of $234,564 for a term of 30 working days from the date of the Notice to Proceed.
Moved by Andrea Alarcón, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

7.10) Approve First Amendment to Agreement with All American Building Services for PN 862, Marie Kerr Park Swim Deck Expansion Project, increasing the agreement by $5,000 for a total not to exceed amount of $436,695 with an extension of 15 working days for a total of 65 working days.

7.11) Adopt Resolution No. CC 2025-070, a Resolution of the City Council of the City of Palmdale setting aside portions of City-Owned land (APNs 3001-026-918, -923, -924, -925), for right-of-way and bikeway requirements along 25th Street West and Avenue O-12 for public road and highway purposes.

7.12) Approve the nomination to name the futsal courts at Sam Yellen Park in accordance with the City's Asset Naming and Renaming Policy.

Motion: Approve the items listed on the Consent Calendar except items 7.3, 7.4, 7.5, 7.6, and 7.9.
Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

8) APPOINTMENTS

8.1) City Council nomination and appointment of two (2) Housing Authority Tenant Member Commissioners.

City Clerk Scott presented the staff report.

The applicants shared their professional backgrounds and relevant experience.

Motion: Appoint Betts and Fraga-Saenz as Housing Authority Tenant Member Commissioners.
Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

9) NEW BUSINESS

9.1) Approve Employment Agreement between the City of Palmdale and Salvador Mendez.

Director of Operations Samson presented the staff report.

The following individuals provided public comments: Jason Zink, Rich Gallego,

Michael Ross, and David Harris.

There was a Council and staff discussion on Section 2(C) of the agreement, directing staff to conduct a search for a City Manager, the positive performance of Interim City Manager Mendez, the stability of the organization, and the process of transparency.

Motion: Bring back a Closed Session discussion regarding the City Manager position.
Moved by Austin Bishop, seconded by Eric Ohlsen.

Vote: Motion Failed (2-3)
Yes: Austin Bishop, Eric Ohlsen.
No: Laura Bettencourt, Richard J. Loa, Andrea Alarcón.

Motion: Issue a directive to staff to initiate a search for a City Manager and allow Salvador Mendez to maintain the position of Interim City Manager.
Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (4-1)
Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.
No: Austin Bishop.

10) CITY MANAGER'S REPORT

Interim City Manager Mendez provided an update on several upcoming community events, including the Farmer's Market at Oasis Park on October 10, Kaleidoscope at the Palmdale Amphitheater on October 10 and 11, a pet microchipping Event at Poncitlan Square on October 11, Fall Movie Night on October 17, the Making Strides Against Breast Cancer Walk at the Palmdale Amphitheater on October 25, the Neighborhood Improvement Project scheduled for October 25, Halloween with Houdini at the Palmdale Playhouse on October 31, and the Día de los Muertos celebration at the Palmdale Playhouse on November 2.

Captain Bardon extended an invitation to the community and Council to attend the Faith and Blue event at Legacy Commons on October 9, as well as the Haunted Jail and Open House at the Palmdale Sheriff's Station on October 11 and 12.

11) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Eugene Hernandez thanked the Council for the condolences received for his wife's passing, and shared an incident with the sheriff's department; Yul Gevargis thanked Mayor Pro Tem Bettencourt for the informative Town Hall meeting, raised concerns about the local wetland and street repairs, and spoke in support of the PFC; Jason Zink questioned city priorities, expressed concerns regarding the sheriff's station landscaping, and suggested annexing land into the city; Steven Lee shared experiences of racism and discrimination, defended PFC, and criticized the process of selecting the mayor; Carolina Ulloa requested help securing park space for youth sports; Michael Ross,

Mark Maldonado, Adriana Gallo, and two unnamed speakers defended PFC, and expressed disappointment with past comments made by Councilmember Ohlsen; Brian Uribe emphasized the importance of child safety due to predators in our valley; Denise criticized PFC's behavior at meetings; Felix Menendez, SALVA, advocated for funding to support mental health, assistance with housing, and food banks; Rich Gallego spoke regarding closed session information being disclosed publicly; Marsha Furman promoted the Making Strides Breast Cancer Awareness walk; and George Ventura invited the public to a community "Trunk or Treat" event.

12) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

12.1) Council Reports.

Councilmember Ohlsen addressed public comments directed toward him and offered clarification regarding his previous statements.

Mayor Pro Tem Bettencourt recessed the meeting from 9:55 pm - 10:04 pm.

Councilmember Alarcón requested that two items be added to a future agenda: a status update on the investigation involving the City Manager and a review of the City Attorney's contract. She also recognized Hispanic Heritage Month. Additionally, she offered her condolences to Mr. Eugene Hernandez and commended his late wife's contributions to the community.

13) PRESENTATION BY CITY ATTORNEY

13.1) CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION (Paragraph (4) of subdivision (d) of Gov. Code § 54956.9) Initiation of litigation: (2 cases)

14) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 10:04 pm - 11:22 pm.

City Attorney Severino announced the following for item 13.1:

Councilmember Loa's investigation - This is a multifaceted investigation in regards to the criminal violations pertaining to the tow incident. The district attorney has reviewed the materials and declined to file charges. The municipal code violations from this incident and the remaining allegations are pending investigation and review. There is no other reportable action for the second item.

Councilmember Alarcón's investigation - The City Council initiated an investigation in 2024. The City Council removed Councilmember Alarcón from the boards based on that investigation. The City Council is monitoring additional alleged incidents being investigated by other agencies. There is no other reportable action.

15) ADJOURNMENT

Mayor Pro Tem Bettencourt adjourned the meeting at 11:23 pm, in honor of Frances Hernandez, to October 21, 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 21st day of October 2025

_____
Laura Bettencourt, Mayor Pro Tem

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **OCTOBER 21, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **ECONOMIC AND COMMUNITY DEVELOPMENT**
BUILDING AND SAFETY DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT ORDINANCE NO. 1661; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING CODE INCLUDING APPENDIX P, RESIDENTIAL CODE INCLUDING APPENDIX AZ, EXISTING BUILDING CODE, GREEN BUILDING STANDARDS CODE, ENERGY CODE, PLUMBING CODE, MECHANICAL CODE, ELECTRICAL CODE, WILDLAND-URBAN INTERFACE CODE, TITLE 32 LOS ANGELES COUNTY FIRE CODE, AND PROPOSED AMENDMENTS; FINDING THE ORDINANCE EXEMPT FROM CEQA; AND ADOPT RESOLUTION NO. CC 2025-069; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA MAKING ITS EXPRESS FINDINGS AS REQUIRED BY SECTION 17958.7 OF THE HEALTH AND SAFETY CODE OF THE STATE OF CALIFORNIA RELATING TO THE ADOPTION OF THE 2025 CALIFORNIA BUILDING CODE AND PROPOSED LOCAL AMENDMENTS; AND FINDING IT IS NOT A PROJECT PER CEQA**

RECOMMENDATION

Staff recommend that the City Council:

1. Receive public testimony regarding proposed Ordinance No. 1661;

2. Adopt Ordinance No. 1661; an Ordinance of the City Council of the City of Palmdale, California adopting by reference the 2025 California Building Code including Appendix P, Residential Code including Appendix AZ, Existing Building Code, Green Building Standards Code, Energy Code, Plumbing Code, Mechanical Code, Electrical Code, Wildland-Urban Interface Code, Title 32 Los Angeles County Fire Code, and proposed amendments;

3. Find the ordinance exempt from the California Environmental Quality Act (CEQA); and,

4. Adopt Resolution No. CC 2025-069; a Resolution of the City Council of the City of Palmdale, California making its express findings as required by Section 17958.7 of the Health and Safety Code of the State of California relating to the adoption of the 2025 California Building Code and proposed local amendments; and finding it is not a project per CEQA.

BACKGROUND

The State of California's Health and Safety Code (Section 17958) mandate the State of California's Building Standards Commission to update the California Building Standards codes (Title 24 California Code of Regulations) governing construction practices in the State of California every three years. This triennial update is a result of state agencies reviewing the most current international codes and documents, making amendments, and then adopting through the Building Standards Commission into California Administrative Code, Title 24.

Each jurisdiction, including city, county, or fire protection districts are afforded the opportunity under California Health and Safety Code Section 17958 to make amendments establishing more restrictive standards if the jurisdiction feels that the amendments are reasonably necessary due to unique and special topographical, geographical, or climatic conditions. The goal of the triennial update is to achieve a higher level of uniformity among city and county agencies throughout the state.

DISCUSSION

In accordance with the California Health and Safety Code, local jurisdictions are required to adopt and enforce the most current edition of the California Construction Code, as codified in Title 24 of the California Code of Regulations. City staff have reviewed the 2025 editions of the California Building Code, including Appendix P (Residential Code) and Appendix AZ (Existing Building Code), as well as the Green Building Standards Code, Energy Code, Plumbing Code, Mechanical Code, Electrical Code, and the Wildland-Urban Interface Code. Additionally, Title 32 of the Los Angeles County Fire Code was reviewed.

Based on this review, staff recommend adoption of the proposed amendments outlined in Exhibit A of Ordinance No. 1661. These local amendments are designed to address the City’s unique geographic and climatic conditions. Key considerations include the City’s proximity to the San Andreas Fault, which necessitates enhanced seismic standards, and local climatic factors such as high winds and snowfall that impact building design and safety.

The justifications and findings supporting these amendments are detailed in Resolution No. CC 2025-069.

In keeping with the City's efforts to create a more business and development-friendly environment, amendments to Section 107.4, Expiration of Plan Application, are proposed to provide greater flexibility in the plan review and permitting process. The revised language allows applicants to request up to two additional 12-month extensions, giving a total of 36 months to obtain a building permit at no additional cost. This update helps prevent unnecessary reapplications and resubmittals, reducing costs for applicants who have already completed all City-required reviews and approvals within the prescribed timeframe.

FISCAL IMPACT

$0; No direct fiscal impact to the General Fund is anticipated; however, a reduction in revenue may occur due to fewer reapplications and plan check fees. The proposed amendments to Section 107.4, Expiration of Plan Application, allow up to two additional 12-month extensions up to 36 months total, to obtain a building permit at no additional cost. This added flexibility reduces the need for reapplications, supporting a more business and development-friendly process.

STRATEGIC PLAN

Goal Ill: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programing that promotes fun for everyone.

Prepared by:	Megan Taggart, Director of Economic and Community Development
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Ord. No. 1661
Exh. A to Ord. No. 1661
Reso. No. CC 2025-069

CITY OF PALMDALE, A CHARTER CITY,
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1661

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING CODE INCLUDING APPENDIX P, RESIDENTIAL CODE INCLUDING APPENDIX AZ, EXISTING BUILDING CODE, GREEN BUILDING STANDARDS CODE, ENERGY CODE, PLUMBING CODE, MECHANICAL CODE, ELECTRICAL CODE, WILDLAND-URBAN INTERFACE CODE, TITLE 32 LOS ANGELES COUNTY FIRE CODE, AND PROPOSED AMENDMENTS; FINDING THE ORDINANCE EXEMPT FROM CEQA

A. INTENT OF THE CITY COUNCIL:

1. Section 17958 of the Health and Safety Code of the State of California provides that if a city does not amend, add, or repeal ordinances or regulations to impose the same requirements as are contained in the provisions adopted pursuant to Section 17922 of said Health and Safety Code and published in the California Building Code and the other regulations adopted pursuant to Section 17922 or make changes or modifications in those requirements upon express findings, the provisions published in the California Building Code or other regulations promulgated pursuant to Section 17922 shall be applicable to it and shall become effective 180 days after publication by the California Building Commission. State Law requires that the above Codes become effective at the local level on January 1, 2026; and,

2. The State of California published the 2025 edition of the California Building Code and Appendix P, Residential Code and Appendix AZ, Existing Building Code, Green Building Standards Code, Energy Code, Mechanical Code, Plumbing Code, Electrical Code, and Wildland-Urban Interface Code (collectively "Codes") on July 1, 2025, and State Law requires that said Codes become effective at the local level on January 1, 2026; and as required by Health and Safety Code Section 17922, the City Council desires to adopt the Codes and Title 32 of the Los Angeles County Fire Code by reference with modifications thereto and as supported by the express findings made contemporaneously herewith; and,

3. Section 17958.5 of the Health and Safety Code of the State of California provides that a city may make such changes or modifications to the Codes as are reasonably necessary because of local climatic, geological or topographical conditions; and,

4. All technical amendments are substantially equivalent to those previously adopted and filed by the City to address local geographic and climatic conditions and were in effect prior to September 30, 2025. This date is referenced to ensure

compliance with Assembly Bill 130, which establishes a moratorium on new or more restrictive local residential building standards adopted after September 30, 2025. By maintaining amendments that were already effective before this deadline, the City preserves its existing standards consistent with state law while continuing to address its unique local conditions: and,

5. In keeping with the City's efforts to create a more business- and development-friendly environment, amendments to Section 107.4, Expiration of Plan Application, are proposed to provide greater flexibility in the plan review and permitting process.

B. ORDINANCE

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Sections 8.04.200, 8.04.201, 8.04.203, 8.04204, 8.04.205, 8.04.206, 8.04.207, 8.04.209, 8.04.240, 8.04.265, 8.04.300, 8.04.400, 8.04.600, 8.04.700, 8.04.750, 8.04.753, 8.04.754, 8.04.755, 8.04.756, and 8.04.775 of the Palmdale Municipal Code are hereby amended as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. The City Council has reviewed the matter and, based upon the facts and information contained in the staff reports, administrative record, and written and oral testimony, hereby finds that this ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3) and/or 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, in that it will not result in a direct or reasonably foreseeable indirect physical change in the environment nor have a significant impact on the environment.

SECTION 3. 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 4. This Ordinance shall become effective on the 30th day after the date of its adoption and shall be enforceable on January 1, 2026.

SECTION 5. 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 21st day of October, 2025.

Approved as to form:

_____
Laura Bettencourt, Mayor Pro Tem

ATTEST:

_____
Alexandra Severino, 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 21st day of October, 2025, effective on the 20th day of November, 2025, by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT A

ORDINANCE NO. 1661

Amendments to Palmdale Municipal Code 8.04.200 Adoption of administrative provisions for the Palmdale Building Code, Plumbing Code, Mechanical Code, Electrical Code, Residential Code, Existing Building Code, Energy Code and Green Building Code.

8.04.200 Chapter 1 Administrative Provisions

SECTION 101 Titles, Purpose and Scope

Section 101.3.1 shall be amended to read as follows:

101.3.1 Repairs and Alterations

Additions, alterations, repairs, and changes of use or occupancy in all buildings and structures shall comply with the provisions for new buildings and structures except as otherwise provided in ~~Chapter 34 of the Building Code~~ the Palmdale Existing Building Code. Where, in any specific case, different sections of the PAP, Palmdale Building code, Plumbing code, Mechanical code, Electrical code, Residential code, Existing Building Code, Energy Code, and Green building code specify different materials, methods of construction, or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

In the event any differences in requirements exist between the accessibility requirements of the Palmdale Building Code and Part 2, Title 24, California Code of Regulations, then Title 24 of the California Code of Regulations shall govern.

In existing buildings or premises in which any installations are to be altered, repaired or renovated, deviations from the provisions of the ~~PPC~~ PAP are permitted, provided such deviations are found to be necessary and are first approved by the Building Official. Any building may have its existing use, maintenance or repair continued when the Building Official determines that its use, maintenance or repair is in accordance with the original design and no hazard to the public health, safety or welfare has been created by such building or installation.

Existing plumbing and any drains may be used in connection with new buildings or new plumbing and drainage work only when they are found on examination and test to conform in all respects to the requirements governing new work, and the Building Official shall notify the owner to make any changes necessary to conform to the Palmdale Plumbing Code. No building or part thereof, shall be erected or placed over any part of a drainage system, which is constructed of materials other than those approved elsewhere in the ~~PPC~~ PAP for use under or within a building. Existing building sewers and building drains

may be used in connection with plumbing alterations or repairs if such sewers or drains have been properly maintained and were installed in accordance with the applicable laws in effect at the time of installation~~. Any plumbing system existing on January 1, 1975, shall be deemed to have conformed to applicable law in effect at the time of installation and to have been maintained in good condition if currently in good and safe condition and working properly.~~

All openings into a drainage, sewer or vent system, excepting those openings to which plumbing fixtures are properly connected or which constitute vent terminals, shall be permanently plugged or capped in an approved manner, using the appropriate materials required by this ~~PPC~~ PAP.

SECTION 103 – VIOLATIONS AND PENALTIES

Section 103.1 shall be amended to read as follows:

103.1 Compliance with Code.

It shall be unlawful for a person to erect, construct, enlarge, alter, repair, move, improve, remove, connect, convert, demolish, equip, or perform any other work on any building or structure or portion thereof, or perform any grading in the City of Palmdale, or cause the same to be done, contrary to, or in violation of, any of the provisions of the PAP, Palmdale Building Code, Plumbing Code, Mechanical Code, Electrical Code, Residential Code, ~~and~~ Green Building Code and any additional codes adopted by the City of Palmdale.

Section 103.2 shall be amended to read as follows:

103.2 Violation.

It shall be unlawful for any person to own, use, occupy or maintain any building or structure or portion thereof, in the City of Palmdale, or cause the same to be done, contrary to, or in violation of, any of the provisions of the PAP, Palmdale Building Code, Plumbing Code, Mechanical Code, Electrical Code, Residential Code, Green Building Code and any additional codes adopted by the City of Palmdale.

103.3 Penalty.

Violations of any provision of the PAP, Palmdale Building code, Plumbing code, Mechanical code, Electrical code, Residential code and Green building code and any additional codes adopted by the City of Palmdale ~~is~~ are punishable as set forth in Palmdale Municipal Code Title 1, are deemed to be a nuisance, and may be abated as

such by the City as provided in PMC Chapter 8.36. It shall constitute a new and separate offense for each and every day or portion thereof during which any violation of any of the provisions is committed, continued or permitted. The City may enforce any violation of these codes by any and all means available by law, including but not limited to, civil enforcement through such means as a restraining order and nuisance abatement action for relief such as preliminary or permanent injunction, criminal enforcement, and administrative enforcement. These remedies are intended to be cumulative and may be used in conjunction with or in lieu of each other remedy. Furthermore, the provisions for punishment in this Subsection are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of the PAP, Palmdale Building code, Plumbing code, Mechanical code, Electrical code, Residential code ~~and~~ Green building code and any additional codes adopted by the City of Palmdale.

SECTION 104 – ORGANIZATION AND ENFORCEMENT

Section 104.1 is amended to read as follows:

104.1 Building and Safety Division.

There is hereby established the Building and Safety Division of the Department of ~~Public Works~~ Economic and Community Development.

Section 104.2.2.4 shall be amended to read:

104.2.2.4. Safety Assessment Placards.

(A) Upon completing a safety assessment of any building, structure, or premises (whether improved or unimproved land) in the event of a catastrophic event, disaster, or declaration of a federal, state, or local disaster or emergency, the Building Official or his authorized designee, shall post a Safety Assessment Placard at each apparent entrance into such building, structure, or premises or at an otherwise conspicuous place thereon. Each placard shall cite Palmdale Building Code Section 104.2.2 et seq. as its authority, and shall contain the address and telephone number of the Building and Safety ~~Department~~ Division. The Building Official or his authorized designee performing the safety assessment shall legibly note on the placard his or her name or registration number, the facility name, if any, and address to which the placard pertains, and the date and time the safety assessment was completed. Each placard shall also contain a statement prohibiting its removal, alteration, or covering until authorized by the Building Official.

(B) Upon completing a safety assessment, the Building Official or his authorized designee shall post one of the three Safety Assessment Placards set forth in this subsection. The Building Official may, but is not required to, assign a color for each type of placard. The following are verbal descriptions of the Safety Assessment Placards to be used to designate the condition of buildings, structures, or other premises

1) “INSPECTED – Lawful Occupancy Permitted” is to be posted on any building, structure, or other premises (whether improved or unimproved land) wherein no apparent structural or other hazard has been found in the course of a safety assessment. This placard shall not be construed to mean that there is no damage to the building or structure.

2) “RESTRICTED USE” is to be posted on each building, structure, or other premises (whether improved or unimproved land) that has been damaged wherein the damage requires some form of restriction to its use or occupancy. The placard shall note in general terms the type of damage encountered and concisely note the restrictions on continued occupancy. The placard shall constitute a lawful order of the Building Official, the violation of which is punishable as set forth in Chapter 1.12 of the Palmdale Municipal Code.

3) “UNSAFE – Do Not Enter or Occupy” is to be posted on each building or structure, or premises (whether improved or unimproved land) that has been damaged such that continued occupancy poses a threat to life safety. Buildings, structures, or premises posted with this placard shall not be entered under any circumstance except as authorized in writing by the Building Official, or his or her authorized designee. Safety assessment teams, law enforcement, and disaster response personnel shall be authorized to enter at any time. This placard is not to be used or considered as a demolition order and shall so state. The placard shall note in general terms the type of damage observed during the safety assessment. The placard shall constitute a lawful order of the Building Official, the violation of which may be punished as set forth in Chapter 1.12 of this Code.

(C) Once it has been posted on a building, structure, or other premises, it shall be unlawful for any person, firm, corporation or other entity other than the Building Official or his authorized designee to remove, alter, cover, or deface a placard.

Section 104.2.4 shall be amended to read as follows:

104.2.4 Stop Orders.

Whenever any building or grading work is being done contrary to the provisions of the PAP, Palmdale Building code, Plumbing code, Mechanical code, Electrical code,

Residential code, ~~and~~ Green building code, or other City of Palmdale adopted codes, pertinent laws or ordinances implemented through the enforcement of this PAP, the Building Official or in the case of grading the City Engineer may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such persons shall forthwith stop such work until authorized by the Building Official or City Engineer to proceed with the work.

Section 104.2.5 shall be amended to read as follows:

104.2.5 Occupancy Violations.

Whenever any structure or portion thereof is being used contrary to the provisions of the PAP, Palmdale Building code, Plumbing code, Mechanical code, Electrical code, Residential code, ~~and~~ Green building code or other City of Palmdale adopted codes or whenever any structure or portion thereof which was built contrary to these codes is being used or occupied, the Building Official may order such use discontinued and the structure, or portion thereof, vacated by notice served on any person causing such use to be continued. Such person shall discontinue the use within 10 days after receipt of such notice to make the structure, or portion thereof, comply with the requirements of these codes, provided, however, that the Abatement of Dangerous Buildings Code and any other City of Palmdale adopted codes shall apply in the event of an unsafe building.

Section 104.3 shall be amended to read as follows:

104.3 Definitions.

Whenever any of the names or terms defined in this section is used in the PAP, Palmdale Building code, Plumbing code, Mechanical code, Electrical code, Residential code ~~and~~ Green building code, and other City of Palmdale adopted codes and ordinances, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section.

AUTHORITY HAVING JURISDICTION shall mean the Building Official.

BUILDING DEPARTMENT shall mean the Building and Safety Division of the City of Palmdale.

BUILDING OFFICIAL shall mean the Building Official of the Division of Building and Safety charged with the administration, interpretation and enforcement of the PAP, Palmdale Building code, Plumbing code, Mechanical code, Electrical code, Residential

code ~~and~~ Green building code, and other City of Palmdale adopted codes and ordinances, or the Building Official’s duly authorized representative.

BUILDING REHABILITATION APPEALS BOARD shall mean the Appeals Board.

CITY ENGINEER shall mean City Engineer of the City of Palmdale.

DANGEROUS BUILDING CODE shall mean the Palmdale Abatement of Dangerous Building Code.

DEMOLITION. Whenever the term “demolition” or “demolish” is used in this PBC or other Palmdale codes it shall include the removal of the foundation or basement and resulting debris from such demolition and the filling of excavations exposed by such demolition as required by any other laws or ordinances and the removal and/or capping of any sewage disposal system.

ELECTRICAL CODE shall mean the Palmdale Electrical Code.

FIRE CODE or LOS ANGELES COUNTY FIRE CODE shall mean the Palmdale Fire Code.

FIRE DEPARTMENT shall mean the Los Angeles County Fire District.

GREEN CODE shall mean the Palmdale Green Building Code

HEALTH CODE or LOS ANGELES COUNTY HEALTH CODE shall mean the Health Code as adopted by the City of Palmdale.

HOUSING CODE shall mean the Palmdale Housing Code.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT shall mean the Department of Public Works.

MECHANICAL CODE shall mean the Palmdale Mechanical Code.

MECHANICAL OFFICIAL shall mean Building Official.

PLUMBING CODE shall mean the Palmdale Plumbing Code.

PLUMBING OFFICIAL shall mean Building Official.

QUALIFIED PERSON(S) shall mean any person who obtains and possesses a valid certification, license, or other verification of applicable education, testing, or experience in a specific field or trade recognized by the State of California and approved by the Building Official.

RESIDENTIAL BUILDING CODE shall mean the Palmdale Residential Code.

ROAD COMMISSIONER shall mean the Director of Public Works.

Section 104.2.6 shall be amended to read as follows:

104.2.6 Liability.

The provision of Division 3.6 of Title I of the Government Code governs the liability and indemnification of the Building Official and any subordinates. The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of any act or omission in the discharge of official duties. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties under the provisions of this code or other laws or ordinances implemented through the enforcement of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

Section 104.2.8 shall be amended to read as follows:

104.2.8 Alternate Materials and Methods of Construction.

The provisions of the respective codes are not intended to prevent the use of any material or method of construction not specifically prescribed, provided any such alternate has been approved. The Building Official may approve any such alternate, provided that he or she finds that the proposed design is satisfactory and that the material, method or work offered is, for the purpose intended, at least the equivalent in quality, strength, effectiveness, fire resistance, durability, safety and sanitation. Copies of the results of all such tests shall be retained for a period of not less than two years after the ~~acceptance~~ approval of the structure.

SECTION 106 PERMITS

Section 106.3 shall be amended to read as follows:

Section 106.3 Work Exempted

A permit shall not be required for the following:

Building and Residential Code:

~~1. One-story detached light-framed accessory buildings used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m2).~~

1. One-story detached light-framed structures accessory to a Group R-3 or U occupancy used as tool and storage sheds, playhouses, trellis structures, gazebos, arbors, greenhouses, and similar uses where the gross floor area does not exceed 120 square feet as measured to the outside walls or support posts and the structure. Structures must meet Planning Division requirements and comply with all of the following conditions:

a. The floor is not more than 30 inches above the adjoining grade,

b. The overall height is not more than 14 feet as measured from the adjacent grade,

c. The structure is not constructed on a slope steeper than 3:1,

d. The structure is not within a flood hazard or floodplain,

e. The structure has no permanent heating or air-conditioning,

f. The location of the structure is approved by the city’s Planning Division.

~~2. Wire fences not over 12 feet (3658 mm) in height and other fences not over 6 feet (1829 mm) in height.~~

2. Where allowed by the City’s Planning Division, chain link or wire fences not over 8 feet in height, wood, vinyl, or open wrought iron fences, block walls and pilasters not over 6 feet in height, where not constructed within a flood hazard or floodplain.

~~3. Steel tanks supported on a foundation not more than two feet (610 mm) above grade when the height does not exceed 1 1/2 times the diameter.~~

3. Prefabricated water tanks supported directly on grade where the capacity does not exceed 5,000 gallons and the ratio of height to the diameter or width does not exceed one and one-half to one (1 1/2:1).

4. Movable cases, counters, shelving, and partitions not over ~~six~~ five feet nine inches high, except that all work shall comply with handicapped access provisions.

5. One-story detached, ~~private lath houses, glass houses (greenhouses)~~ greenhouses and pergolas having fifty percent of the roof structure open (lattice), provided the horizontally projected roof area does not exceed ~~400~~ 120 square feet ~~(37.16 in2)~~ and is separated from existing structure(s) by a minimum of 10 feet.

~~6. Bridges not involving buildings.~~

~~7. Retaining walls that retain not more than three feet (914 mm) of earth, unless supporting a surcharge such as a slope or building, or impounding flammable liquids.~~

~~7~~ 6. Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a slope or surcharge. This exemption does not apply to retaining walls constructed on a slope steeper than 3:1, located in a floodplain, or impounding Class I, II or IIIA liquids.

~~8~~ 7. Motion picture, television and theater stage sets and scenery, except when used as a building.

~~9~~ 8. Radio and television antennae towers which do not exceed ~~45~~ 30 feet ~~(13716 mm)~~ in height and ground support dish antennas not exceeding 15 feet ~~(4572 mm)~~ in height above finished grade in any position.

~~10~~ 9. Light standards on single-family residential property that do not exceed ~~30~~ 10 feet ~~(9144 mm)~~ in height (electrical permits required).

~~11~~10. Flagpoles not erected upon a building and not more than ~~30~~ 20 feet ~~(4572 mm)~~ high located on residential single-family property. Subject to Planning and Zoning requirements.

~~12. A tree house provided it does not exceed 64 square feet (5.94 m2) in area or 8 feet (2438 mm) in height from floor to roof and the ceiling height as established by door height or plate line does not exceed 6 feet.(1829 mm).~~

~~13~~ 11. Canopies or awnings attached to a Group R or U Occupancy and extending not more than 54 inches (1372 mm) from the exterior wall of the building.

~~14~~ 12. Temporary sheds, office or storage buildings, and other structures incidental to and work authorized by a valid grading or building permit~~.~~ and having obtained city planning department approval as determined by the Planning Division. Electrical and plumbing permits are required when there are any such connections associated with the temporary

shed or construction trailer. Such structures must be removed upon expiration of the permit or completion of the work covered by the permit.

~~15~~ 13. Oil derricks.

~~16~~ 14. Platforms, walks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below.

~~17~~ 15. Prefabricated swimming pools accessory to a Group R, Division 3 Occupancy in which the pool walls are entirely above the adjacent grade, ~~and~~ the capacity does not exceed ~~10~~ 5,000 gallons, is not constructed on a slope greater than 3:1 and the lowest point of the bottom of the pool is not more than 18 inches below adjacent grade and meet the Swimming Pool Fence and Gate requirements. ~~(18,927 L)~~. Plumbing and electrical permits are required if applicable.

~~18~~ 16. Playground equipment. Structures or equipment accessory to a Group R-3 single-family occupancy that are intended solely for play or amusement, and that are clearly identifiable as play or amusement structures as determined by the Building Official, and that are no more than 14 feet in height above adjacent grade. These structures may include, but are not limited to: swings, slides, climbing structures and similar playground equipment, skateboard or bike ramps, pool slides, whether built-in or free-standing, basketball standards, tennis or sports courts (not including fencing or lighting), and similar structures. Notwithstanding, such structures must comply with all applicable zoning standards for use and location. Where a permanently constructed pool slide or other landscape feature also serves as part of a retaining wall, such portions of the construction that act as a retaining wall require a permit unless specifically exempted here in. An electrical permit shall be required for any permanently connected lighting or other electrical equipment.

Permits shall not be required for the following repair or maintenance work:

1. General building maintenance.

2. Painting, papering, carpeting, and similar work.

3. Repair of minor portions of a building or structure that otherwise would not require a permit, damaged by dry rot, termites, or deterioration, provided the elements being replaced do not reduce the integrity of the building or structure.

4. Repairs to a roof on a building or structure not exceeding 10 % of the total roof area or 100 square feet, whichever is less, provided such exempt limits are not exceeded within

any one-year period of time, and the provisions of this code, including but not limited to, Title 24 California Energy Code, are met.

5. Drywall repairs not exceeding 100 square feet when not part of a fire-rated assembly.

6. Replacement of glass panes within existing frames provided the provisions of this code for safety glazing are met.

7. Replacement of any component part of mechanical or electrical equipment, provided it does not alter the approval of such equipment or make such equipment unsafe.

9. Replacement of any kitchen appliance, lamp, or bulb, or similar fixture, appliance, or other item of like type, where the appliance uses a standard plug to an existing power source and does not include any plumbing connection(s).

Section 106.4.2 shall be amended to read as follows:

106.4.2 Plans and Specifications.

General:

Within each application for a permit and when required by the Building Official for enforcement of any provisions of the Palmdale codes, plans and specifications shall be submitted in an electronic format approved by the Building Official. ~~If approved prior to submittal by the Building Official two sets of paper plans may be submitted.~~ Additional storage and processing fees may apply as adopted by the current city fee resolution. The Building Official may require plans and specifications to be prepared and designed by an engineer, architect or landscape architect licensed or registered by the state to practice as such. Submittals shall include construction inspection documents completed by the design professional.

~~EXCEPTION: When authorized by the Building official, complete plans and specifications need not be submitted for the following when drawings and data sufficient to determine the nature and scope of the work are submitted for review:~~

~~1. One story Type V building room additions with less than a 10 ft. span.~~

~~2. Group U, Division I Occupancies of Type V conventional wood-stud construction; or~~

~~3. Small and unimportant work as determined by the Building Official.~~

Plans, specifications, reports or documents for work regulated by the provisions of Article 3, Chapter 7, Division 3 of the Business and Professions Code shall bear the signature and number or seal of a civil engineer, structural engineer or architect registered or certified to practice in the State of California. A signature or seal shall not be required for work authorized by the said article to be performed by a person not registered or certified as a civil engineer, structural engineer or architect. For buildings exceeding 160 feet (48.77 m) in height, the structural calculations and each sheet of structural plans shall be prepared under the supervision of and shall bear the signature or approved stamp of a person authorized by the State of California to use the title structural engineer. In addition, all architectural sheets shall bear the signature or approved stamp of an architect licensed by the State of California.

106.4.3 shall be amended to read as follows:

106.4.3 Information on Plans and Specifications.

Building, Residential, and Green code:

Plans and specifications shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it will conform to the provisions of the Codes and all relevant laws, ordinances, rules and regulations. The first sheet of each set of plans shall have the address and street name of the location of the work and the name and address of the owner. The name and contact persons of who prepared the plans if other then the owner shall also be given. Plans shall include a plot plan showing the location of any proposed buildings and of every existing building on the property. In lieu of detailed specifications, the Building Official may approve references on the plans to a specific section or part of the codes or other ordinances or laws.

Computations, stress diagrams and other data sufficient to show the correctness of the plans shall be submitted. ~~Plans for buildings more than two stories in height of other than Group U Occupancies~~ If applicable, shall indicate how the required structural and fire-resistive integrity will be maintained where a penetration will be made for electrical, mechanical, plumbing and communication conduits, pipes and similar systems. Where proposed construction will affect site drainage, existing and proposed drainage patterns shall be shown on the plot plan and shall be approved by the City Engineer. The plans shall show all mitigation measures required under the National Pollution Discharge Elimination System (NPDES) permit issued to the City of Palmdale. For the application of

NPDES permit requirements as they apply to grading plans and permits, see Chapter 70 of this code.

Section 106.4.4.2 shall be amended to read as follows:

106.4.4.2 Deferred Submittals.

For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period.

Deferral of any submittal items ~~shall have~~ require prior approval of the Building Official. All applications submitted with documents indicating deferred items must be submitted with the City of Palmdale Deferred Submittal form filled out in its entirety and uploaded with the construction documents. Plan review of documents indicating deferred items will not be completed without the City of Palmdale Deferred Submittal form approved by the Building Official. The architect or engineer of record shall list the deferred submittals on the plans and shall submit the deferred submittal documents for review.

Submittal documents for deferred submittal items shall be submitted to the architect or engineer of record, who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and that they have been found to be in general conformance with the design of the building. The deferred submittal items shall not be installed until the Building Official has approved the deferred submittal documents.

Section 106.4.4.1 shall be amended to read as follows:

106.4.4.1 General.

When state law or the ~~b~~Building Official requires that documents be prepared by a State of California licensed ~~D~~designer~~r~~ professional, the Building Official shall require the owner to designate on the building permit application an architect or engineer who shall act as the architect or engineer of record. If the circumstances require, the owner may designate a substitute architect or engineer of record who shall perform all of the duties required of the original architect or engineer of record. The owner shall notify the Building Official in writing if the architect or engineer of record is changed or is unable to continue to perform the duties.

The architect or engineer of record shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.

Section 106.4.5 shall be amended to read as follows:

106.4.5 Special inspection and Structural observation.

When special inspection is required by any code provision or product listing, as required by the Palmdale Building Codes, the architect or engineer of record shall prepare an inspection program that shall be submitted to the Building Official for approval prior to issuance of any permit. The inspection program shall designate the portions of the work that require special inspection and the name or names of the individuals or firms who are to perform the special inspections, and indicate the duties of the special inspectors. Special inspection information, including a schedule of special inspection type and duration, shall be part of the plan set and integrated with the plan(s).

The special inspector may be employed by the owner, the engineer or architect of record, or an agent of the owner, but shall not be employed by the contractor, the contractor’s employees, representatives or agents, or any other person performing the work. Special inspectors shall be registered with the City of Palmdale Building and Safety Division and shall have a valid registration number when performing work within the City of Palmdale.

When structural observation is required the observation program shall name the individuals or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur. The observation program shall include samples of inspection reports and provides time limits for submission of reports. Structural observation information, including a schedule of structural observation type and field observer, shall be part of the plan set and integrated with the plan(s).

106.5 Permits.

Section 106.5.1 shall be amended to read as follows:

106.5.1 Issuance.

The application, plans and specifications, geological or engineering reports and other required data filed by an applicant for a permit shall be checked by the Building Official. Such plans may be reviewed by other departments of the City to verify compliance with the laws and ordinances under their jurisdiction.

The Building Official shall issue a permit to the applicant for the work described in the application and plans filed therewith when the Building Official is satisfied that all of the following items comply:

Exception

The Building Official shall not issue a permit for temporary or permanent electrical or gas service when there is no apparent legally permitted use for the property and/or no approval has been issued for the use by the Palmdale Planning Department. In determining whether a proposed use is legally permitted, the Building Official may consider not just the provisions of the codes but all applicable statutes, ordinances, rules and regulations of the city.

The work described conforms to the requirements of the PAP, Palmdale Building code, Plumbing code, Mechanical code, Electrical code, Residential code and Green building code.

The work described conforms to the requirements of other pertinent laws and ordinances of the City of Palmdale.

The fees specified by this PAP and all City requirements have been paid.

The applicant has obtained a permit pursuant to Public Resources Code Section 30600 et seq. if such a permit is required.

When the Building Official issues a permit, the Building Official shall endorse in writing or stamp on both sets of plans and specifications “~~APPROVED~~ REVIEWED FOR CODE COMPLIANCE.” Such approved plans and specifications shall not be changed, modified or altered without authorization from the Building Official, and all work shall be done in accordance with the approved plans. The issuance of a permit shall not be deemed to certify that the site of the described work is safe. The Building Official may issue a permit for the construction of part of a building or structure before the entire plans and specifications for the whole building or structure have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of the Palmdale codes. The holder of such a permit shall

proceed at his or her own risk without assurance that the permit for the entire building or structure will be granted.

The issuance of a permit based on plans and specifications shall not prevent the Building Official from thereafter requiring the correction of errors in said plans and specifications or from preventing building operations being carried on ~~there under~~ thereunder when in violation of the Palmdale codes or of any other ordinances of the City. Retention of plans: The Building Official shall retain one set of approved plans, specifications, and computations as required by Section 19850 of the Health and Safety Code. The Building Official shall retain such approved plans, specifications, and computations for a period of not less than 90 days from the date of completion of the work covered therein. One set of approved plans and specifications shall be returned to the applicant to be kept on such building or work site at all times while the authorized work is in progress.

Section 106.5.2 shall be amended to read as follows:

106.5.2 Licensed contractor requirements for permit issuance.

~~Building and mechanical p~~Permits may be issued to a bona fide Owner(s) of a property or a licensed California contractor in accordance with provisions of California state law.

Exception:

1. A permit for AC or DC power-generating equipment connected to a public utility, including photovoltaic solar systems, Energy Storage Systems (ESS), and backup generators, shall not be issued to a homeowner without a licensed contractor associated with the permit and a signed State Contractor’s Declaration Form. Permits shall be issued to licensed contractors in accordance with state law.
2. A permit for installing equipment connected to a public utility, including main electrical service panel upgrades, shall not be issued to the homeowner without a licensed contractor associated with the permit and a signed State Contractor’s Declaration Form. Permits will be issued to licensed contractors in accordance with state law.

~~Electrical and Plumbing permits for work exceeding two hundred dollars ($200) in value shall be a licensed contractor, homeowner, property owner, or authorized government representative. A registered maintenance electrician may be issued electrical permits.~~

~~EXCEPTION.~~

~~If the Electrical Official determines that there is an urgent necessity, they may consider an application for an electrical permit prepared by persons other than those specified above.~~

LICENSED CONTRACTOR – A licensed contractor is a person who is engaged in the business of installing or repairing electrical wiring or equipment or who does, or who holds himself out as willing to do personally or through his employees, any work or services in connection with the installation, alteration or repair of any electrical wiring or equipment or part thereof, and who possesses an appropriate contractor’s license pursuant to the Business and Professions Code of the State of California when such license includes within its classification limitations on the activities set forth on the application for permit and entitles the licensee to perform personally or through his employees all such activities without personal local qualification or registration.

~~A permit may be issued to a firm, partnership or corporation, any officer or member of which is a licensed contractor, in the event that all construction or work is done under the direct personal supervision of such officer or member.~~

~~REGISTERED MAINTENANCE ELECTRICIAN – A registered maintenance electrician is a person possessing a valid certificate of registration issued by the Building Official. A certificate of registration as maintenance electrician, upon application therefor, may be issued to any person regularly employing one or more electricians for the purpose of installation, alteration or maintenance of electrical wiring or equipment on his own premises. The application for such certificate shall be made in writing by a responsible officer of the firm, and shall designate one or more persons as registrant. A registration fee shall be paid for each maintenance electrician as set forth in this code. All such work shall be installed and done in accordance with the provisions of this code, and such work shall be subject to permits, fees, and inspection to the same extent as all other similar work for which such inspection is provided. The firm shall keep a record of all work performed under the maintenance certificate, showing the nature and location of the work, and such records shall be made available to the Building Official.~~

HOMEOWNER – A homeowner is the owner of a single-family residence, including common accessory and minor poultry, animal or agricultural buildings. A permit may be issued to such homeowner, provided that work authorized under any such permit shall be done by the person to whom the permit is issued, or by a member of his immediate family.

Should any provision of Sections (a), (b) or (c) be violated, the permit shall be subject to immediate cancellation. This permit cancellation is in addition to any other enforcement provisions or penalties provided for in this code.

GOVERNMENT REPRESENTATIVE – A government representative is a person who is employed by and who has been authorized by a governmental agency to supervise or control electrical work on the premises of such agency.

SECTION 107 – FEES

Section 107.4 shall be amended to read as follows:

107.4 Expiration of Plan Application.

Unless pursued in good faith applications for building, grading, landscape, and relocation building permits shall expire by limitation if the project’s ~~no permit~~ plans and construction documents have not been stamped “REVIEWED FOR CODE COMPLIANCE” and the project fails to obtain all required City of Palmdale department and outside agency approvals ~~issued~~ within one year following the date of application or within the granted extension period. Plans and specifications previously submitted may thereafter be returned to the applicant or destroyed by the Building Official or City Engineer. Extension(s) may be granted for 12 months, not to exceed two extensions, and not to exceed 36 months total. No application shall be extended beyond one code cycle change from the code cycle in which the application was submitted. Any extension request must be submitted in writing to the Building Official.

A new permit application shall be submitted upon expiration of an existing permit application.

~~Plans and specifications previously submitted may thereafter be returned to the applicant or destroyed by the Building Official or City Engineer~~. The Building Official or City Engineer ~~may extend the time for action by the applicant for a period not exceeding six months beyond the one-year limit upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken and upon payment of an extension fee equal to 25 percent of the plan check fee. No permit application shall be extended more than once. Once an application has expired, the applicant shall resubmit plans and specifications and pay a new 100% plan check fee.~~

Section 107.18.4 shall be amended to read as follows:

107.18.4 Plan Checking Fees.

A plan-checking fee shall be paid to the Building Official at the time of submitting plans and specifications for the proposed work. The plan-checking fee shall be ~~80~~ 85 percent of the building permit fee established by this section.

SECTION 108 - INSPECTIONS

Section 108.7 shall be amended to read as follows:

108.7 Inspection Requests.

It shall be the duty of the person doing the work authorized by a permit to notify the Building Official that such work is ready for inspection. The Building official may require that every request for inspection be filed at least one working day before such inspection is desired. ~~Such request may be in writing or by telephone at the option of the Building Official.~~ Requests shall be made through the permit holder’s online account or as provided by the City of Palmdale Building and Safety Division. It shall be the duty of the person requesting any inspection required by this PAP to provide access to and means for inspection of such work.

SECTION 109 - USE AND OCCUPANCY

Section 109.2 shall be amended to read as follows:

109.2 Change in Use.

Changes in the character or use of a building shall not be made except as specified in ~~Chapter 34 of~~ the Palmdale Existing Building Code.

Section 109.3 shall be amended to read as follows:

109.3 Certificate Issued.

When the building or structure has passed final inspection, and when the building or structure complies with the applicable laws and regulations, and the required fees have

been paid, the Building official shall issue a certificate of occupancy which shall contain the following:

1. The building permit or occupancy permits number.

2. The address of the building or structure.

3. The name and address of the owner.

4. A description of that portion of the building for which the certificate is issued.

5. A statement that the described portion of the building complies with the requirements of this PBC for group and division of occupancy and the use for which the proposed occupancy is classified.

6. The name of the Building Official

Exception: A Certificate of Occupancy shall not be issued for a Group U occupancy.

Section 109.4 shall be amended to read as follows:

109.4 Temporary Certificate of Occupancy.

If the Building Official finds that no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, and only incidental items of the project remain as determined by the Building Official, the Building Official may issue a temporary certificate of occupancy for the use of a portion or portions of a building or structure prior to the completion of the ~~entire building or structure~~ full scope of work. The Building Official may also require a bond or deposit to be posted to ~~insure~~ ensure that any outstanding work is completed. The bond shall be for 150 percent of the value of the uncompleted work. Such a temporary certificate of occupancy shall be valid for a period not to exceed six months. Upon written request ~~of~~ from the ~~owner or~~ permittee, the Building Official may, in writing, extend the temporary certificate of occupancy when it is determined that the circumstances so warrant. After the expiration of a temporary certificate of occupancy and any extension(s) thereof, the building or structure shall not be used or occupied until the Building ~~o~~Official has approved the building for such use or occupancy. Fees for issuance of a certificate shall be paid as adopted in the Palmdale fee resolution.

A temporary certificate of occupancy shall not be used to phase incomplete projects.

Amendments to Palmdale Municipal Code Sections: 8.04.201, 8.04.203, 8.04.204, 8.04.205, 8.04.206,8.04.209, 8.04.240, 8.04.265,8.04.300, 8.04.400, 8.04.600, 8.04.700,8.04.750, 8.04.753 8.04.754, 8.04.755, 8.04.756, and 8.04.775 Adoption of the Palmdale Building Code, Plumbing Code, Mechanical Code, Electrical Code, Residential Code, Existing Building Code, Energy Code and Green Building Code.

8.04.201 Adoption of Building Code

As amended herein, Chapters 2 through 35, of Volumes I and II, Appendix I, Patio Covers, Appendix J, Grading of that certain building code known and designated as the California Building Code, 2025 Edition, published by the International Code Council and the Building Standards Commission of the State of California are hereby adopted and incorporated herein by reference as if fully set forth below, and shall be known as the Palmdale Building Code and may be referenced as the PBC.

8.04.203 Adoption of Wildland-Urban Interface Code.

Repeal the adoption of Chapter 7A of the California Building Code and adopt the new the new Wildland-Urban Interface Code, 2025 Edition, published by the International Code Council is adopted and incorporated herein by reference as if fully set forth below and shall be known as the Palmdale Wildland-Urban Interface Code.

8.04.204. Amendments to Chapter 16 of the Palmdale Building Code.

Chapter 16; Design of the Palmdale Building Code as adopted by incorporation of the California Building Code is hereby modified as follows:

Section 1608.2 of the 2025 Edition of the California Building Code is amended to read as follows:

Sec. 1608.2 Ground snow loads. The ground snow loads to be used in determining the design snow loads for roofs shall be 20 pounds per square foot.

Sections 1613.5, 16135.1, 1613.5.2, and 1613.5.3 are added to read as follows:

1613.5 Amendments to ASCE 7. Section 1613.5 shall be added for amendments to the relevant provisions of ASCE 7.

1613.5.1 Values for Vertical Combinations. Modify ASCE 7 Section 12.2.3.1 Exception 3 as follows:

3. Detached one- and two-family dwellings up to two stories in height of light frame construction.

1613.5.2 Wood Diaphragms. Modify ASCE 7 Section 12.11.2.2.3 as follows:

12.11.2.2.3 Wood Diaphragms. The anchorage of concrete or masonry structural walls to wood diaphragms shall be in accordance with AWC SDPWS 41.5.1 and this section. Continuous ties shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toenails or nails subject to withdrawal nor shall wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective as providing ties or struts required by this section.

For structures assigned to Seismic Design Category D, E or F, wood diaphragms supporting concrete or masonry walls shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form sub diaphragms to transmit the anchorage forces to the main continuous crossties.

2. The maximum diaphragm shear used to determine the depth of the sub diaphragm shall not exceed 75% of the maximum diaphragm shear.

3. Detached one- and two-family dwellings up to two stories in height of light frame construction.

Section 1613.5.3 is added to Chapter 16 of the 2025 Edition of the California Building Code to read as follows:

1613.8.3 Structural Separation. Modify ASCE 7 Section 12.12.3 Equation 12.12-1 as follows:

$$\delta_M = \frac{C_d \delta_{max}}{I_e} \quad \textbf{(12.12-1)}$$

8.04.205. Amendments to Chapter 17 of the Palmdale Building Code.

Chapter 17; Special Inspections and Tests of the Palmdale Building Code as adopted by incorporation of the California Building Code is hereby modified as follows**:**

Section 1704.6 of the 2025 Edition of the California Building Code is amended to read as follows:

1704.6 Structural Observations. Where required by the provisions of Section 1704.6.1, the owner or the owner’s authorized agent shall employ a structural observer to perform structural observations. The structural observer shall visually observe representative locations of structural systems, details and load paths for general conformance to the approved construction documents. Structural observation does not include or waive the responsibility for the inspections in Section 110 or the special inspections in Section 1705 or other section of this code. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or

2. A registered design professional designated by the registered design professional responsible for the structural design.

Prior to the commencement of observations, the structural observer shall submit to the building official a written statement identifying the frequency and extent of structural observations.

The owner or owner’s authorized agent shall coordinate and call a preconstruction meeting between the structural observer, contractors, affected subcontractors and special inspectors. The structural observer shall preside over the meeting. The purpose of the meeting shall be to identify the major structural elements and connections that affect the vertical and lateral load resisting systems of the structure and to review scheduling of the required observations. A record of the meeting shall be included in the report submitted to the Building Official.

Observed deficiencies shall be reported in writing to the owner or owner’s authorized agent, special inspector, contractor, and the Building Official. Upon the form prescribed by the Building Official, the structural observer shall submit to the Building Official a written statement at each significant construction stage stating that the site visits have been made and identifying any reported deficiencies which, to the best of the structural observer’s knowledge, have not been resolved. A final report by the structural observer which states that all observed deficiencies have been resolved is required before acceptance of the work by the Building Official.

Section 1704.6.1 of the 2025 Edition of the California Building Code is amended to read as follows:

1704.6.1 Structural observations for structures. Structural observations shall be provided for those structures assigned to Seismic Design Category D, E or F, where one or more of the following conditions exist:

1. The structure is classified as Risk Category III or IV.

2. The structure is a high-rise building.

3. A lateral design is required for the structure or portion thereof.

Exception: One-story wood framed Group R-3 and Group U Occupancies less than 2,000 square feet in area, provided the adjacent grade is not steeper than 1 unit vertical in 10 units horizontal (10% sloped), assigned to Seismic Design Category D.

4.Such observation is required by the registered design professional responsible for the structural design.

5.Such observation is specifically required by the building official.

Section 1705.3 of the 2025 Edition of the California Building Code is amended to read as follows:

1705.3 Concrete Construction. The special inspections and tests for concrete construction shall be performed in accordance with this section and Table 1705.3.

Exceptions: Special inspection and tests shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f’c, no greater than 2,500 pounds per square inch (psi) (17.2 Mpa) regardless of the compressive strength specified in the construction documents or used in the footing construction.

2. Continuous concrete footings supporting walls of buildings three stories or less in height that are fully supported on earth or rock where:

   2.1. The footings support walls of light-frame construction.

   2.2. The footings are designed in accordance with Table 1809.7; or

   2.3. The structural design of the footing is based on a specified compressive strength, f’c, no greater than 2,500 pounds per square

inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.

3. Nonstructural concrete slabs supported directly on the ground, including prestressed slabs on grade, where the effective prestress in the concrete is less than 150 psi (1.03 Mpa).

4. Concrete patios, driveways, and sidewalks, on grade.

Section 1705.13 2025 Edition of the California Building Code is amended to read as follows:

1705.13 Special inspections for seismic resistance. Special inspections for seismic resistance shall be required as specified in Sections 1705.13.1 through 1705.13.9, unless exempted by the exceptions of Section 1704.2.

Exception: The special inspections specified in Sections 1705.13.1 through 1705.13.9 are not required for structures designed and constructed in accordance with one of the following:

1. The structure consists of light-frame construction; the design spectral response acceleration at short periods, SDS, as determined in Section 1613.2.4, does not exceed 0.5; and the building height of the structure does not exceed 35 feet (10 668 mm).
2. The seismic force-resisting system of the structure consists of reinforced masonry or reinforced concrete; the design spectral response acceleration at short periods, SDS, as determined in Section 1613.2.4, does not exceed 0.5; and the building height of the structure does not exceed 25 feet (7620 mm)

3. The structure is a detached one- or two-family dwelling not exceeding two stories above grade plane, is not assigned to Seismic Design Category D, E or F and does not have any of the following horizontal or vertical irregularities in accordance with Section 12.3 of ASCE 7:

   3.1 Torsional or extreme torsional irregularity.

   3.2 Nonparallel systems irregularity.

   3.3 Stiffness-soft story or stiffness-extreme soft story irregularity.

   3.4 Discontinuity in lateral strength-weak story irregularity.

8.04.206 Amendments to Chapter 18 of the Palmdale Building Code.

Chapter 18, Soils and Foundations, of the Palmdale Building Code as adopted by incorporation of the California Building Code is hereby modified as follows:

Section 1809.3 of the 2025 Edition of the California Building Code is amended to read as follows:

1809.3 Stepped footings. The top surface of footings shall be level. The bottom surface of footings shall be permitted to have a slope not exceeding one unit vertical in 10 units horizontal (10-percent slope). Footings shall be stepped where it is necessary to change the elevation of the top surface of the footing or where the surface of the ground slopes more than one unit vertical in 10 units horizontal (10-percent slope).

For structures assigned to Seismic Design Category D, E or F, the stepping requirement shall also apply to the top surface of continuous footings supporting walls. Footings shall be reinforced with four No. 4 deformed reinforcing bars. Two bars shall be placed at the top and bottom of the footings as shown in Figure 1809.3**.**

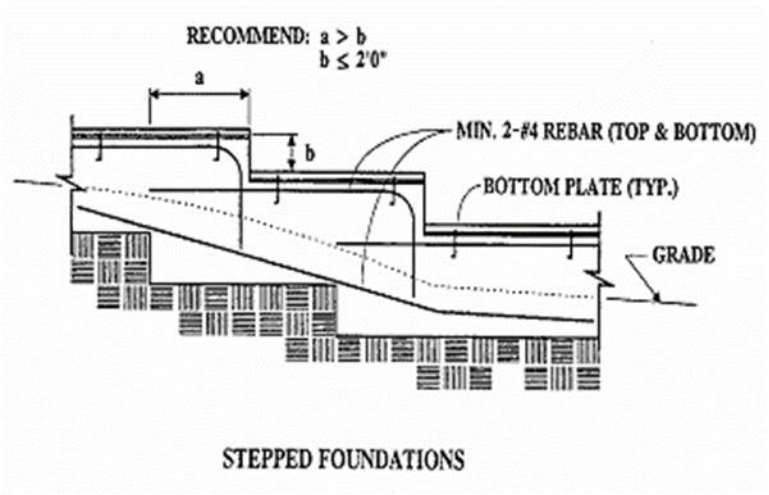


FIGURE 1809.3
STEPPED FOOTING

Section 1809.7 and Table 1809.7 of the 2025 Edition of the California Building Code are amended to read as follows:

1809.7 Prescriptive footings for light-frame construction. Where a specific design is not provided, concrete or masonry-unit footings supporting walls of light-frame construction shall be permitted to be designed in accordance with Table 1809.7. Light-frame construction using prescriptive footings in Table 1809.7 shall not exceed one story above grade plane for structures assigned to Seismic Design Category D, E or F.

TABLE 1809.7
PRESCRIPTIVE FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION [a, b, c, d, e]

NUMBER OF FLOORS SUPPORTED BY THE FOOTING [f]	WIDTH OF FOOTING (inches)	THICKNESS OF FOOTING (inches)
1	12	6
2	15	6
3	18	8 [g]

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm

a. Depth of footings shall be in accordance with Section 1809.4.

b. The ground under the floor shall be permitted to be excavated to the elevation of the top of the footing.

c. Not Adopted.

d. See Section 1905 for additional requirements for concrete footings of structures assigned to Seismic Design Category C, D, E or F.

e. For thickness of foundation walls, see Section 1807.1.6.

f. Footings shall be permitted to support a roof addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.

8.04.209. Amendments to Chapter 23 of the Palmdale Building Code.

Chapter 23. Wood. of the Palmdale Building Code as adopted by incorporation of the California Building Code is hereby modified as follows**:**

Section 2304.10.2 of the 2025 Edition of the California Building Code is amended to read as follows:

2304.10.2 Fastener requirements. Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2302.1. The number and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.10.2. Staple fasteners in Table 2304.10.2 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the Building Official.

Section 2304.10.3.1 is added to Chapter 23 of the 2025 Edition of the California Building Code to read as follows:

2304.10.3.1 Quality of nails. In Seismic Design Category D, E or F, mechanically driven nails used in wood structural panel shear walls shall meet the same dimensions as that required for hand-driven nails, including diameter, minimum penetration, and minimum head diameter. Clipped head or box nails are not permitted in new construction. The allowable design value for clipped head nails in existing construction shall be multiplied by the nail-head-area ratio of clipped head nails to that of the same size hand-driven nails.

Section 2305.4 is added to Chapter 23 of the 2025 Edition of the California Building Code to read as follows:

2305.4 Hold-down Connectors. In Seismic Design Category D, E, or F, hold-down connectors shall be designed to resist shear wall overturning moments using approved cyclic load values or 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size. Hold-down connectors shall be tightened to finger tight plus one half (1/2) wrench turn just prior to covering the wall framing.

Section 2306.3 of the 2025 Edition of the California Building Code is amended to read as follows:

2306.3 Wood-frame shear walls. Wood-frame shear walls shall be designed and constructed in accordance with ANSI/AWC SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Table 4.3A of ANSI/AWC SDPWS shall include the following:

1. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.

2. The maximum nominal unit shear capacities for 3/8inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E or F is 400 pounds per linear foot (plf).

Exception: Other nominal unit shear capacities may be permitted if such values are substantiated by cyclic testing and approved by the building official.

3. Nails shall be placed not less than 1/2 inch in from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails shall be placed not less than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the connecting members for shears of 350 plf or less using ASD or 500 plf or less using LRFD.

For structures assigned to Seismic Design Category D, E or F, application of Table 4.3B of ANSI/AWC SDPWS shall not be allowed.

For structures assigned to Seismic Design Category D, E or F, application of Table 4.3C of ANSI/AWC SDPWS shall not be used below the top level in a multi-level building.

Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Tables 2306.3(1) and 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 shall be permitted to use design values for Plywood Siding in the ANSI/AWC SDPWS.

Section 2307.2 is added to the 2025 Edition of the California Building Code to read as follows:

2307.2 Wood-frame Shear Walls. Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable.

Table 2308.10.1 of the 2025 Edition of the California Building Code is amended to read as follows:

TABLE 2308.10.1
WALL BRACING REQUIREMENTS

SEISMIC DESIGN CATEGORY	STORY CONDITION (SEE SECTION 2308.2)	MAXIMUM SPACING OF BRACED WALL LINES	BRACED PANEL LOCATION, SPACING (O.C.) AND MINIMUM PERCENTAGE (X)			MAXIMUM DISTANCE OF BRACED WALL PANELS FROM EACH END OF BRACED WALL LINE
			Bracing method[b]			
			LIB	DWB, WSP	SFB, PBS, PCP, HPS, GB[c,d]	
A and B		35′- 0″	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
		35′- 0″	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
		35′- 0″	NP	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
C		35′- 0″	NP	Each end and ≤ 25′- 0″ o.c.	Each end and ≤ 25′- 0″ o.c.	12′- 6″
		35′- 0″	NP	Each end and ≤ 25′- 0″ o.c. (minimum 25% of wall length)[e]	Each end and ≤ 25′- 0″ o.c. (minimum 25% of wall length)[e]	12′- 6″
D and E[f, g, h]		25′- 0″	NP	$S_{DS} < 0.50$: Each end and ≤ 25′- 0″ o.c. (minimum 21% of wall length)[e]	$S_{DS} < 0.50$: Each end and ≤ 25′- 0″ o.c. (minimum 43% of wall length)[e]	8′- 0″
				$0.5 \le S_{DS} < 0.75$: Each end and ≤ 25′- 0″ o.c. (minimum 32% of wall length)[e]	$0.5 \le S_{DS} < 0.75$: Each end and ≤ 25′- 0″ o.c. (minimum 59% of wall length)[e]	
				$0.75 \le S_{DS} \le 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 37% of wall length)[e]	$0.75 \le S_{DS} \le 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 75% of wall length)	
				$S_{DS} > 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 48% of wall length)[e]	$S_{DS} > 1.00$: Each end and ≤ 25′- 0″ o.c. (minimum 100% of wall length)[e]	

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

NP = Not Permitted.

a. This table specifies minimum requirements for braced wall panels along interior or exterior braced wall lines.

b. See Section 2308.6.3 for full description of bracing methods.

c. For Method GB, gypsum wallboard applied to framing supports that are spaced at 16 inches on center.

d. The required lengths shall be doubled for gypsum board applied to only one face of a braced wall panel.

e. Percentage shown represents the minimum amount of bracing required along the building length (or wall length if the structure has an irregular shape).

f. DWB, SFB, PBS, and HPS wall braces are not permitted in Seismic Design Catergories D or E.

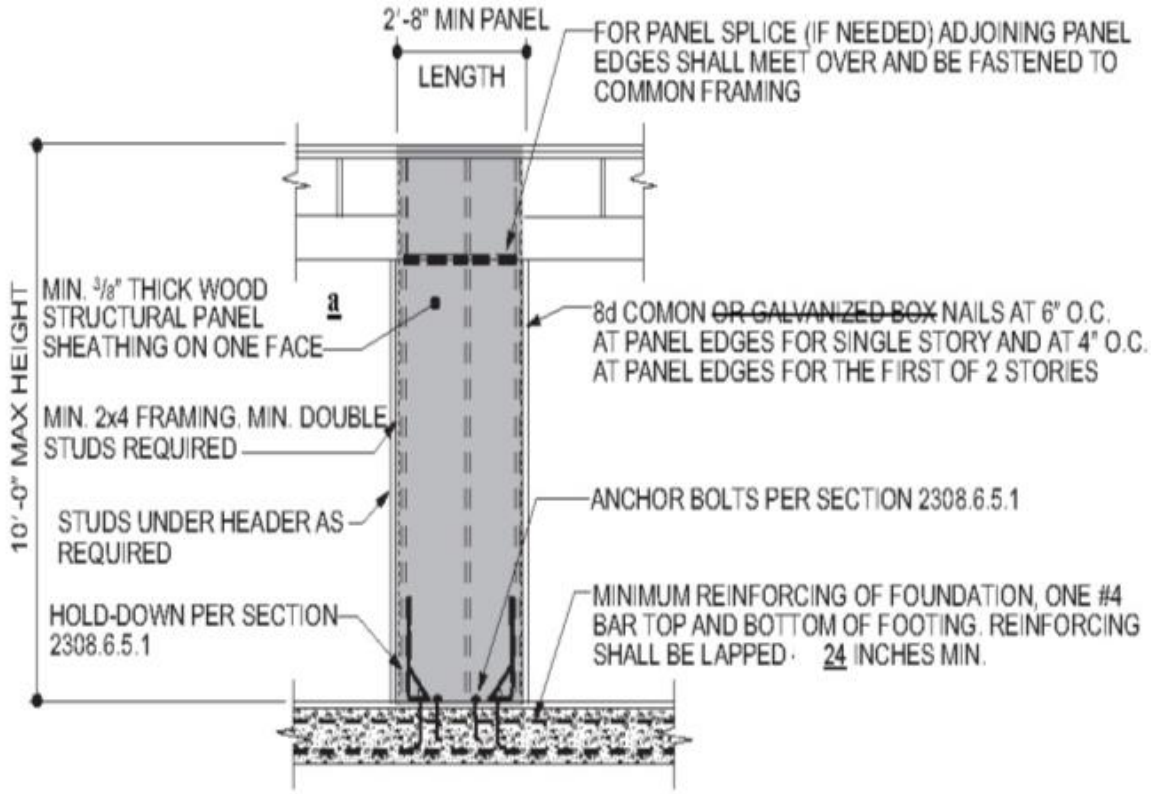
g. Minimum length of panel bracing of one face of the wall for WSP sheathing shall be at least 4'-0" long or both faces of the wall for GB or PCP sheathing shall be at least 8'-0" long; h/w ratio shall not exceed 2:1. Wall framing to which sheathing used for bracing is applied shall be nominal 2 inch wide [actual 1 1/2 inch (38 mm) or larger members and spaced a maximum of 16 inches on center. Braced wall panel construction types shall not be mixed within a braced wall line.

h. WSP sheathing shall be a minimum of 15/32" thick nailed with 8d common placed 3/8 inches from panel edges and spaced not more than 6 inches on center and 12 inches on center along intermediate framing members.

Sections 2308.10.5.1 and 2308.10.5.2 and Figures 2308.10.5.1 and 2308.10.5.2 of the 2025 Edition of the California Building Code are amended to read as follows:

2308.10.5.1 Alternate braced wall (ABW). An ABW shall be constructed in accordance with this section and Figure 2308.6.5.1. In one-story buildings, each panel shall have a length of not less than 2 feet 8 inches (813 mm) and a height of not more than 10 feet (3048 mm). Each panel shall be sheathed on one face with 3/8-inch (3.2 mm) minimum-thickness wood structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Table 2304.10.2 and blocked at wood structural panel edges. For structures assigned to Seismic Design Category D or E, each panel shall be sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing nailed with 8d common nails spaced 3 inches on panel edges, 3 inches at intermediate supports. Two anchor bolts installed in accordance with Section 2308.3.1 shall be provided in each panel. Anchor bolts shall be placed at each panel outside quarter points. Each panel end stud shall have a hold-down device fastened to the foundation, capable of providing an approved uplift capacity of not less than 1,800 pounds (8006 N). The hold-down device shall be installed in accordance with the manufacturer’s recommendations. The ABW shall be supported directly on a foundation or on floor framing supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation shall be reinforced with not less than one No. 4 bar top and bottom. Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12-inch by 12-inch (305 mm by 305 mm) continuous footing is permitted at door openings in the braced wall line. This continuous footing shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped 24 inches (610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.

Where the ABW is installed at the first story of two-story buildings, the wood structural panel sheathing shall be provided on both faces, three anchor bolts shall be placed at one-quarter points and tie-down device uplift capacity shall be not less than 3,000 pounds (13 344 N).



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

a. For structures assigned to Seismic Design Category D or E, sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing.

FIGURE 2308.10.5.1
ALTERNATE BRACED WALL PANEL (ABW)

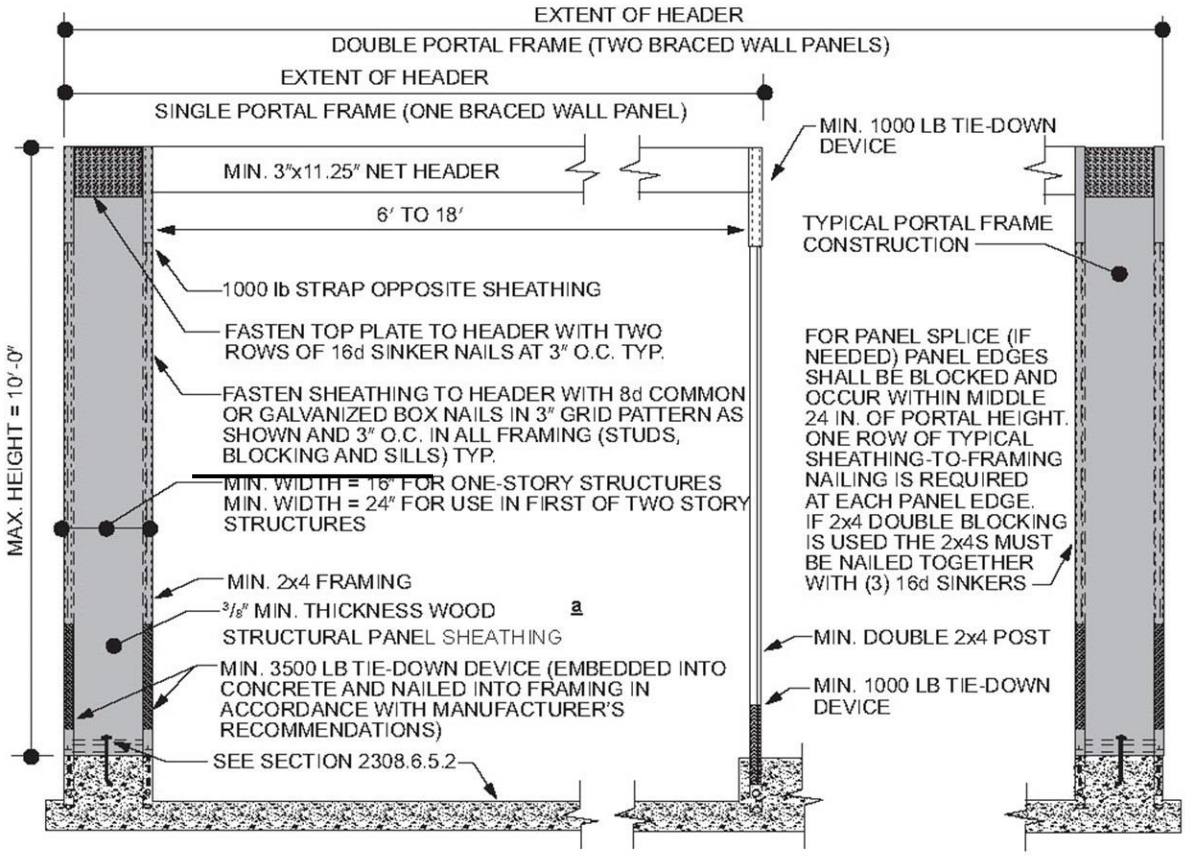
2308.6.5.2 Portal frame with hold-downs (PFH). A PFH shall be constructed in accordance with this section and Figure 2308.10.5.2. The adjacent door or window opening shall have a full-length header.

In one-story buildings, each panel shall have a length of not less than 16 inches (406 mm) and a height of not more than 10 feet (3048 mm). Each panel shall be sheathed on one face with a single layer of 3/8-inch (9.5 mm) minimum-thickness wood structural panel sheathing nailed with 8d common or galvanized box nails in accordance with Figure 2308.6.5.2. For structures assigned to Seismic Design Category D or E, each panel shall be sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing nailed with 8d common nails spaced 3 inches on panel edges, 3 inches at intermediate supports and in accordance with Figure 2308.6.5.2. The wood structural panel sheathing shall extend up over the solid sawn or glued-laminated header and shall be nailed

in accordance with Figure 2308.6.5.2. A built-up header consisting of at least two 2-inch by 12-inch (51 mm by 305 mm) boards, fastened in accordance with Item 24 of Table 2304.10.2 shall be permitted to be used. A spacer, if used, shall be placed on the side of the built-up beam opposite the wood structural panel sheathing. The header shall extend between the inside faces of the first full-length outer studs of each panel. The clear span of the header between the inner studs of each panel shall be not less than 6 feet (1829 mm) and not more than 18 feet (5486 mm) in length. A strap with an uplift capacity of not less than 1,000 pounds (4,400 N) shall fasten the header to the inner studs opposite the sheathing. One anchor bolt not less than 5/8inch (15.9 mm) diameter and installed in accordance with Section 2308.3.1 shall be provided in the center of each sill plate. The studs at each end of the panel shall have a hold-down device fastened to the foundation with an uplift capacity of not less than 3,500 pounds (15 570 N).

Where a panel is located on one side of the opening, the header shall extend between the inside face of the first full-length stud of the panel and the bearing studs at the other end of the opening. A strap with an uplift capacity of not less than 1,000 pounds (4400 N) shall fasten the header to the bearing studs. The bearing studs shall also have a hold-down device fastened to the foundation with an uplift capacity of not less than 1,000 pounds (4400 N). The hold-down devices shall be an embedded strap type, installed in accordance with the manufacturer’s recommendations. The PFH panels shall be supported directly on a foundation that is continuous across the entire length of the braced wall line. This foundation shall be reinforced with not less than one No. 4 bar top and bottom. Where the continuous foundation is required to have a depth greater than 12 inches (305 mm), a minimum 12- inch by 12-inch (305 mm by 305 mm) continuous is permitted at door openings in the braced wall line. This continuous footing shall be reinforced with not less than one No. 4 bar top and bottom. This reinforcement shall be lapped not less than 24 inches (610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.

Where a PFH is installed at the first story of two-story buildings, each panel shall have a length of not less than 24 inches (610 mm).



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound = 4.448 N.

a. For structures assigned to Seismic Design Category D or E, sheathed on one face with 15/32-inch-minimum-thickness (11.9 mm) wood structural panel sheathing.

FIGURE 2308.10.5.2
PORTAL FRAME WITH HOLD-DOWNS (PFH)

Section 2308.10.8.1 of the 2025 Edition of the California Building Code is amended to read as follows:

2308.10.8.1 Foundation requirements. Braced wall lines shall be supported by continuous foundations.

Exception: For structures with a maximum plan dimension not more than 50 feet (15240 mm), continuous foundations are required at exterior walls only for structures assigned to Seismic Design Category A, B, or C.

For structures in Seismic Design Categories D and E, exterior braced wall panels shall be in the same plane vertically with the foundation or the portion of the structure containing the offset shall be designed in accordance with accepted engineering practice and Section 2308.1.1.

Section 2308.10.9 of the 2025 Edition of the California Building Code is amended to read as follows:

2308.6.9 Attachment of sheathing. Fastening of braced wall panel sheathing shall not be less than that prescribed in Table 2308.6.1 or 2304.10.2. Wall sheathing shall not be attached to framing members by adhesives. Staple fasteners in Table 2304.10.2 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

All braced wall panels shall extend to the roof sheathing and shall be attached to parallel roof rafters or blocking above with framing clips (18 gauge minimum) spaced at maximum 24 inches (6096 mm) on center with four 8d nails per leg (total eight 8d nails per clip). Braced wall panels shall be laterally braced at each top corner and at maximum 24 inches (6096 mm) intervals along the top plate of discontinuous vertical framing.

8.04.240 Amendments to APPENDIX J - Grading and Excavation

Appendix J of the California Building Code 2025 (Volume 1 & 2) is hereby adopted as the Grading and Excavation provisions of the Palmdale Building Code and amended to read as follows:

Section J101 General

J101.1 Scope

This chapter sets forth regulations for the control of excavation, grading, and earthwork construction, including fills or embankments, and for the control of grading site runoff, including erosion, sediments and construction related pollutants. These regulations establish minimum standards and are not intended to prevent the use of alternate materials, methods or means of conforming to such standards, provided such alternate has been approved. The Building Official or City Engineer shall approve such an alternate provided he or she finds that the alternate, for the purpose intended, is at least the equivalent of that prescribed in this code in quality, strength, effectiveness, durability, and safety. The Building Official or City Engineer shall require that

sufficient evidence or proof be submitted to substantiate any claims regarding the alternate.

J101.2 Flood Hazard Areas

Unless the applicant has submitted an engineering analysis, prepared in accordance with standard engineering practice by a registered design professional, that demonstrates the proposed work will not result in any increase in the level of the base flood, grading, excavation and earthwork construction, including fills and embankments, shall not be permitted in floodways that are in flood hazard areas established in Section 1612.3 or in flood hazard areas where design flood elevations are specified but floodways have not been designated.

Section J102 Definitions

J102.1 Definitions

The following words and terms shall, for the purposes of this appendix, have the meanings shown herein.
APPROVAL shall mean the proposed work or completed work conforms to this code in the opinion of the Building Official or City Engineer.
AS-GRADED. is the extent of surface conditions on completion of grading.
BEDROCK is the relatively solid, undisturbed rock in place either at the ground surface or beneath superficial deposits of gravel and/or soil.
BENCH. A relatively level step excavated into earth material on which fill is to be placed.
BEST MANAGEMENT PRACTICE (BMP) is a storm water pollution mitigation measure that is required to be employed to implement practical means of

preventing or reducing pollution to help achieve water quality goals and comply with the requirements of the NPDES permit issued to the City of Palmdale.
BORROW is earth material acquired from an off-site location for use in grading.
CIVIL ENGINEER shall mean a professional engineer in the branch of civil engineering holding a valid certificate of registration issued by the State of California.
COMPACTION. The densification of a fill by mechanical means.
CUT. See "Excavation."
DESIGN ENGINEER shall mean the civil engineer responsible for the preparation of the plans for the grading work.
DESILTING BASINS are physical structures constructed for the removal of sediments from surface water runoff.
DOWN DRAIN. A device for collecting water from a swale or ditch located on or above a slope, and safely delivering it to an approved drainage facility.
EARTH MATERIAL is any rock, natural soil or fill or any combination thereof.
ENGINEERING GEOLOGIST. See “geologist.”
ENGINEERING GEOLOGY is the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.
EROSION. The wearing away of the ground surface as a result of the movement of wind, water or ice.
EXCAVATION. The removal of earth material by artificial means, also referred to as a cut.
FIELD ENGINEER shall mean the civil engineer responsible for performing the functions as set forth in Section J105.4.2
FILL. Deposition of earth materials by artificial means.
FUGITIVE DUST shall mean any solid particulate matter that becomes airborne directly or indirectly as a result of the activities of man.
GEOLOGIST shall mean a person holding a valid certificate of registration as a geologist in the specialty of engineering geology issued by the State of California under provisions of the Geologist and Geophysicist Act of the Business and Professions Code.
GEOTECHNICAL ENGINEER shall mean a professional engineer registered as a civil engineer by the state of California with experience and knowledgeable in the field of geotechnical and soil mechanics.
GRADE. The vertical location of the ground surface.
GRADE, EXISTING. The grade prior to grading.
GRADE, FINISHED. The grade of the site that conforms to the approved plan at the conclusion of all grading efforts.
GRADING. An excavation or fill or combination thereof.
KEY. A compacted fill placed in a trench excavated in earth material beneath the toe of a slope.

LANDSCAPE ARCHITECT shall mean a person who holds a certificate to practice landscape architecture in the State of California under the landscape architecture provisions of Division 3, Chapter 3.5, of the Business and Professions Code.
LINE shall refer to horizontal location of the ground surface.
NATURAL GRADE is the vertical location of the ground surface prior to any excavation or fill.
ROUGH GRADE is the elevation of the ground surface established by grading that approximates the final elevation shown on the approved design.
SITE is any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is proposed or performed.
SLOPE. An inclined surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance.
SOILS ENGINEER See “Geotechnical Engineer”
SURFACE DRAINAGE shall refer to flows over the ground surface.
SOIL TESTING AGENCY is an agency regularly engaged in the testing of soils and rock under the direction of a civil engineer experienced in soil testing.
STORM DRAIN SYSTEM is a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches and man-made channels, designed or used for collecting or conveying storm water.
STORM WATER MANAGEMENT PLAN is a site drawing with details, notes, and related documents that identify the measures taken by the permittee to (1) control erosion and prevent sediment and construction-related pollutants from being carried off-site by storm water and (2) prevent non storm water discharges from entering the storm drain system.
TERRACE. A relatively level step constructed in the face of a graded slope for drainage and maintenance purposes**.**

Section J103 Permits Required

J103.1 Grading Permits Required

Except as exempted in Section J103.2, grading shall not be performed without first having obtained a permit therefor from the City Engineer. A separate permit

shall be obtained for each site. A grading permit does not include the construction of retaining walls or other structures.

J103.2 Exemptions

A grading permit shall not be required for the following:

1. When approved by Building & Safety, Grading in an isolated, self-contained area, provided that the public is not endangered and that such grading will not adversely affect adjoining properties.
2. Excavation for construction of a structure permitted under this code.
3. Cemetery graves.
4. Refuse disposal sites controlled by other regulations.
5. Excavations for wells, or trenches for utilities.
6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided that such operations do not affect the lateral support of, or significantly increase stresses in, soil on adjoining properties.
7. Exploratory excavations performed under the direction of a registered design professional.
8. Excavation for wells, or trenches for utilities
9. An excavation or fill for road or slope purposes and shown on plans that are approved by the Department of Public Works as being necessary for the support, construction or maintenance of a public road. Exemption from the permit requirements of this appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

J103.3 Unpermitted Grading

A person shall not own, use, occupy or maintain any site containing unpermitted grading. For the purposes of this code, unpermitted grading shall be defined as any grading that was performed, at any point in time, without the required permit(s) having first been obtained from the City Engineer, pursuant to Subsection

J103.4 Availability of Permit at Site

No person shall perform any grading for which a permit is required under this chapter unless a copy of the grading permit is in the possession of an appropriate licensed contractor and is available at the construction site.

J103.5 Application to Existing Grading

J103.5.1 Hazardous Conditions

Whenever the Building Official or City Engineer determines that any existing excavation, embankment or fill has become a hazard to life and limb, or endangers structures, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation, embankment or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Building Official or City Engineer shall, within the period specified therein, repair, reconstruct or remove such excavation, embankment or fill so as to eliminate the hazard.

J103.5.2 Maintenance of Protective Devices and Rodent Control

The owner of any property on which grading has been performed pursuant to a permit issued under the provisions of this code, or any other person or agent in control of such property, shall maintain in good condition and repair all drainage structures and other protective devices and burrowing rodent control, when they are shown on the grading plans filed with the application for grading permit and approved as a condition precedent to the issuance of such permit.

J103.5.2 Correlation with Other Section

The provisions of this section are independent of this code relating to building and property rehabilitation.

This section may be invoked even though the same facts have been used to determine

Section J104 Permit Application and Submittals

J104.1 Submittal Requirements

To obtain a grading permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:

1. Describe the land on which the proposed work is to be performed by lot, block, tract, and by a street address or by similar description sufficient to readily identify and definitely locate the site.
2. State the name and address of the owner of said land, the person who is to perform the work, and the field engineer if such work is to be performed as engineered grading.
3. Be accompanied by plans, specifications and calculations as may be required by Section J104.2.
4. State the volume of the material to be handled.
5. Be signed by the applicant or authorized agent, who may be required to submit evidence of such authority.
6. Give such other information as reasonably may be required by the Building Official or City Engineer.

J104.2 Plans and Specifications

With each application for a grading permit and when required by the City Engineer for enforcement of any provisions of this code, three sets of plans and specifications shall be submitted. Except as waived by the City Engineer, the plans shall be prepared and signed by a civil engineer, stamped by a geotechnical engineer, and shall show the following:

1. A vicinity sketch or other means of adequately indicating the site location.
2. Boundary lines of the property on which the work is to be performed.
3. Each lot or parcel of land into which the site is proposed to be divided.
4. All of the proposed uses of the site and, if the site is to be divided, the proposed use of each lot or parcel of land.
5. Location of any existing buildings or structures on the property where the work is to be performed, and the location of any buildings or structures on adjacent land which are within 15 feet (4572 mm) of the property line.
6. Accurate contours showing the topography of the existing ground.
7. Elevations, location, extent and slope of all proposed grading shown by contours, cross sections or other means and location of any rock disposal area buttress fills or other special features, if such are proposed to be included in the work.
8. A statement of the quantities of material to be excavated and/or filled and the amount of such material to be imported to, or exported from, the site.
9. A statement of the estimated starting and completion dates for work covered by the permit.
10. A statement signed by the owner acknowledging that a field engineer, geotechnical engineer and engineering geologist, when appropriate, will be employed to perform the services required by this code, whenever approval of the plans and issuance of the permit are to be based on the condition

that such professional persons be so employed. These acknowledgments shall be on a form furnished by the Building Official.

11. The recommendations in the soil engineering and engineering geology reports shall be incorporated in the grading plans.

12. Detailed plans of all drainage-devices, walls, cribbing or other protective devices to be constructed in connection with, or as a part of, the proposed work, together with a map showing the drainage area and estimated runoff of the area served by any drains. Suitable access shall be provided to permit proper cleaning and maintenance.

13. Storm water provisions are required to be shown on the plan in accordance with the requirement of Section 106.4.3 of the code. See Section J104.10 for specific requirements.

14. Any additional plans, drawings or calculations deemed necessary by the Building Official or City Engineer to show conformance of the proposed work with the requirements of this code or related ordinances.

15. A drainage plan for that portion of a lot or parcel to be utilized as a building site (building pad), including elevations of floors with respect to finish site grade and locations of proposed stoops, slabs and fences that may affect drainage. The dates of the soils engineering and/or engineering geology (geotechnical) reports together with the names, addresses and telephone numbers of the firms or individuals who are in responsible charge of preparing the reports.

16. Whenever a landscape permit is required as part of a grading project, the grading, irrigation and landscape plans shall be coordinated between the design engineer and landscape architect. The landscape plans shall be based on the most recent grading plan. Should there be any final elevation differences between the two plans, the elevations shown on the grading plans shall govern.

Fees. Grading permit and plan checking fees shall be as specified in the City of Palmdale Fee Ordinance.

J104.3 Geotechnical Report

A geotechnical report prepared by a registered design professional shall be provided. The report shall contain not less than the following:

1. The nature and distribution of existing soils.
2. Conclusions and recommendations for grading procedures.
3. Soil design criteria for any structures or embankments required to accomplish the proposed grading.
4. Where necessary, slope stability studies, and recommendations and conclusions regarding site geology.

5. The soils report shall comply with City’s Engineering Design Standards and City manual, titled “Guidelines For Preparation of Geotechnical Reports”.

Exception: A geotechnical report is not required where the Building Official or City Engineer determines that the nature of the work applied for is such that a report is not necessary.

J104.3.1 Engineering Geological Reports

The City Engineer or Building Official may require an engineering geological investigation and report, based on the most recent grading plan. The engineering geological report shall include an adequate description of the geology of the site and conclusions and recommendations regarding the effect of geologic conditions on the proposed development.

J104.4 Liquefaction Study

For sites with mapped maximum considered earthquake spectral response accelerations at short periods (Ss) greater than 0.5g as determined by Section 1613, a study of the liquefaction potential of the site shall be provided and the recommendations incorporated in the plans.
Exception: A liquefaction study is not required where the Building Official determines from established local data that the liquefaction potential is low.

J104.5 Permit Limitations and Conditions

J104.5.1 General Conditions.

The issuance of a grading permit shall constitute an authorization to do only that work which is described or illustrated on the application for the permit or on the grading plans and specifications approved by the City Engineer.

J104.5.2 Jurisdictions of Other Agencies.

Permits issued under the provisions of this code shall not relieve the owner of the responsibility for securing permits or licenses that may be required from other departments or divisions of the governing agencies.

J104.5.3 Conditions of Approval
In granting any permit under this code, the City Engineer or Building Official may attach such conditions as may be reasonably necessary to prevent creation of a

nuisance or hazard to public or private property. Such conditions may include, but shall not be limited to:

1. Improvement of any existing grading to bring it up to the standards of this code.
2. Requirements for fencing of excavations or fills that would otherwise be hazardous.
3. Fugitive dust control measures. See Section J104.10.9 for specific requirements.

Modification of Approved Plans. Any modifications of or changes in the approved grading plans must be approved by the City Engineer. Modifications which affect basic tract design or land use must have the approval of the appropriate control agency.

Special Permit. Agricultural or Road Grading. Where the grading proposed is solely for the purpose of preparing land for agricultural purposes or for the construction of a roadway to be used as access for maintaining the use of the land at the time of the permit, the City Engineer or Building Official may issue a special permit therefor and modify the requirements of this chapter when he or she finds:

1. The site of the proposed work has an area of not less than 10 acres (4.05 ha).
2. The work will be reasonably safe for the intended use and will not result in a hazard to adjoining property or existing structures.
3. Adequate provision will be made for drainage and erosion control.

J104.6 Denial of Permit

J104.6.1 Hazards

The City Engineer or Building Official shall not issue a grading permit in any case where he or she finds that the work, as proposed by the applicant, is likely to adversely affect the stability of adjoining property, result in the deposition of debris on any public way, interfere with any existing drainage course or be in an area determined to be subject to geological hazard. If it can be shown to the satisfaction of the City Engineer or Building Official that the hazard can be essentially eliminated by the construction of retaining structures, buttress fills, drainage devices or by other means, the City Engineer or Building Official may issue the permit with the condition that such work be performed.

J104.6.2 Land Use

The City Engineer or Building Official shall not issue a grading permit for work on a site unless the proposed uses shown on the grading plan for the site will comply with the City of Palmdale Zoning Ordinance.

J104.7 Security

J104.7.1 Security Required

A permit shall not be issued for grading unless the owner shall first post with the City Engineer security in one of the following forms:

1. A bond furnished by a corporate surety authorized to do business in this state.
2. A cash bond.

Security required by this section may include incidental off-site grading on property contiguous with the site to be developed, provided written consent of the owner of such contiguous property is filed with the City Engineer.

The City Engineer may waive the requirements for a security for:

1. Grading being done by or for a governmental agency.
2. Grading necessary to remove a geological hazard, where such work is covered by an agreement and security.
3. Filling of holes or depressions, provided such grading will not affect the drainage from or to adjacent properties.

J104.7.2 Amount of Security

The amount of security shall be based on the number of cubic yards of material in either excavation or fill, whichever is greater, plus the cost of all drainage or other protective devices or work necessary to eliminate geological hazards. That portion of the security valuation based on the volume of material in either excavation or fill shall be computed as 110 percent of the estimated cost, regardless of the cubic yardage. When the rough grading has been completed in conformance with the requirements of this code, the City Engineer may at his or her discretion consent to a proportionate reduction of the security to an amount estimated to be adequate to ensure completion of the grading work, site development or planting remaining to be performed. The costs referred to in this section shall be as estimated by the City Engineer.

J104.7.3 Conditions

All security shall include the conditions that the principal shall:

1. Comply with all of the provisions of the code, applicable laws, and ordinances.
2. Comply with all of the terms and conditions of the grading permit.
3. Complete all of the work authorized by the permit.

J104.7.4 Term of Security

The term of each security shall begin upon the filing thereof with the City Engineer and the security shall remain in effect until the work authorized by the grading permit is completed and approved by the City Engineer.

Default Procedures. In the event the owner or the owner’s agent fails to complete the work or fails to comply with all terms and conditions of the grading permit, it shall be deemed that a default has occurred. The City Engineer shall give notice thereof to the principal and security or financial institution on the grading permit security, or to the owner in the case of a cash deposit or assignment and may order the work required to complete the grading in conformance with the requirements of this code. The surety or financial institution executing the security shall continue to be firmly bound under an obligation up to the full amount of the security for the payment of all necessary costs and expenses that may be incurred by the City Engineer in causing any and all such required work to be done. In the case of a cash deposit or assignment, the unused portion of such deposit or funds assigned shall be returned or reassigned to the person making said deposit or assignment.

Right of Entry. The City Engineer or Building Official or the authorized representative of the Surety Company or financial institution shall have access to the premises described in the permit for the purpose of inspecting the work. In the event of default in the performance of any term or condition of the permit, the surety or financial institution or the Building Official, or any person employed or engaged in the behalf of any of these parties, shall have the right to go upon the premises to perform the required work. The owner or any other person who interferes with or obstructs the ingress to or egress from any such premises of any authorized representative of the surety or financial institution or of the City of Palmdale engaged in the correction or completion of the work for which a grading permit has been issued, after a default has occurred in the performance of the terms or conditions thereof, is guilty of a misdemeanor.

J104.8 Safety Precautions

If at any stage of the work the City Engineer or Building Official determines by inspection that further grading as authorized is likely to endanger any public or private property, result in the deposition of debris on any public way or interfere with any existing drainage course, the City Engineer or Building Official may order

the work stopped by notice in writing served on any persons engaged in doing or causing such work to be done, and any such person shall forthwith stop such work. The City Engineer or Building Official may authorize the work to proceed if the City Engineer or Building Official finds adequate safety precautions can be taken or corrective measures incorporated in the work to avoid likelihood of such danger, deposition or interference. If the grading work as done has created or resulted in a hazardous condition, the City Engineer or Building Official shall give written notice requiring correction thereof as specified in Section J103.5 of this code. If the City Engineer or Building Official finds any existing conditions not as stated in the grading permit or not as shown on the grading plan, the City Engineer or Building Official may order the work stopped until a revised grading plan which includes provisions for such existing conditions has been submitted and approved.

J104.9 Storm Water Management Plan (Erosion Control)

No grading permit shall be issued for work to be commenced between October 1 of any year and April 15 of the following calendar year, unless the plans for such work include a storm water management plan with details of protective measures, including desilting basins or other temporary drainage or control measures, or both, as may be necessary to protect adjoining public and private property from damage by erosion, flooding or the deposition of mud, debris or construction-related pollutants which may originate from the site or result from such grading operation.
If grading has been started prior to November 1, all protective measures shall be installed prior to November 1. If grading is started on or after November 1, all protective measures shall be installed before grading begins. As grading progresses, all protective measures shall be maintained in good working order to the satisfaction of the City Engineer until April 15 of the following year, unless final grading approval has been granted by the City Engineer prior to that date and all permanent drainage and erosion-control systems, if required, are in place.

J104.9.1 Storm Damage Precautions, Incomplete Work

Where a grading permit is issued and the work is commenced after April 15 and before October 1 of any year and the plans for such work do not include details of the protective measures described in Section J104.9, and it appears that the grading and installation of the permanent drainage devices as authorized by the permit will not be completed prior to November 1, then on or before October 1 the owner of the site on which the grading is being performed shall file or cause to be filed with the City Engineer revised plans which include details of the protective measures described in and in all other respects follow the provisions of Section J104.9. The revised plans required by this section shall be accompanied by an

application for plan check services and plan check fees in accordance with City Fee Schedule.

J104.9.2 Storm Water Management Plan (Erosion Control),effect of noncompliance

Should the owner fail to submit the plans or fail to provide the protective measures required by Section J104.9 or J104.9.1 by the dates specified therein, it shall be deemed that a default has occurred under the conditions of the grading permit security. Thereupon, the City Engineer may enter the property for the purpose of installing, by city forces or by other means, the drainage, erosion control and other devices shown on the approved plans, or if there are no approved plans, as the City Engineer may deem necessary to protect adjoining property from storm damage, or the City Engineer may cause the owner of the site to be prosecuted as a violator of this code or City Engineer may take both actions. The City Engineer shall have the authority to collect the penalties imposed by Section J104.9.2 upon determining that the site is not in compliance with the requirements of this section. Payment of penalty shall not relieve any persons from fully complying with the requirements of this code in the execution of the work.

In addition to the above actions, the following penalties shall be imposed:

1. If a designed erosion-control plan is not submitted as prescribed in Section J104.9.1:

Grading Permit Volume	**Penalty**
1 – 10,000 cubic yards (1 – 7,645.5 m^3)	$50.00 per day
10,000 – 100,000 cubic yards (7,646.3 – 76,455 m^3)	$250.00 per day

2. If protective devices for erosion control are not installed as prescribed in Section J104.9 and approved by the City Engineer:

Grading Permit Volume	Penalty
1 – 10,000 cubic yards (1 – 7,645.5 m^3)	$100.00 per day
10,000 – 100,000 cubic yards (7,646.3 – 76,455 m^3)	$500.00 per day
More than 100,000 cubic yards (76,455 m^3)	$1,000.00 per day

J104.9.2.1 Costs and Penalties.

If not paid within 30 days from the date of the notice, the penalties imposed by Section J104.9.2 shall become a special assessment against the property.

J104.9.2.1 Notice of Violation

J104.9.2.1.a General

The City Engineer may record a notice of violation with the county recorder’s office when a property is in violation of Section J104.9 of this code. Recordation of such notice shall be subject to the provisions of Sections J104.9.2.1.b and J104.9.2.c The remedy provided by this section is cumulative to any other enforcement action permitted by this code.

J104.9.2.1.b Recordation

If (1) the City Engineer determines that any property is in violation of Section J104.9 of this code; and if (2) the City Engineer gives written notice as specified below of said violation; and if (3) within 30 days of said notice, the property is not brought into compliance with this code, the City Engineer may, at his or her sole discretion, at any time thereafter, record with the county recorder’s office a notice that the property is in violation of this code.
Contents of Notice. The written notice given pursuant to this section shall indicate:

1. The nature of the violation(s); and
2. Notice that if the violation is not remedied to the satisfaction of the City Engineer within 30 days, the City Engineer may, at any time thereafter, record with the county recorder’s office a notice that the property is in violation of this code. The notice shall be posted on the property and shall

be mailed to the owner of the property as indicated on the last equalized county assessment roll. The mailed notice may be sent by registered, certified or first-class mail.

J104.9.2.1.c Rescission

Any person who desires to have recorded a notice rescinding the notice of violation may present evidence of compliance and payment of penalty fees and costs to the City Engineer. The costs incurred by the City Engineer in the investigation of such violations and the processing of the notice and notification of concerned parties and inspection costs shall be as specified in currently adopted Palmdale Fee Ordinance. If the City Engineer determines that such fees have been paid and such costs have been recovered by the City, or that such fees and costs have been placed on the tax rolls as a special assessment pursuant to Section 25845 of the Government Code, the City Engineer shall record a notice rescinding the prior notice of violation.

J 104.10 Responsibility of Permitee

J104.10.1 Compliance with Plans and Code

The permittee or the permittee’s agent shall carry out the proposed work in accordance with the approved plans and specifications and in compliance with all the requirements of this code.

J104.10.2 Coordinator

The permittee shall act as the coordinator between the consultants, contractor and City Engineer or Building Official. The permittee shall present to the City Engineer or Building Official the names of all consultants prior to obtaining a grading permit. In the event of changed conditions, the permittee shall be responsible for informing the City Engineer or Building Official of such change and shall provide revised plans and reports for approval. All slope planting shall also be subject to the requirements of City of Palmdale Landscape Ordinance No. 1475 and the City’s Landscaping Design Standards. If a landscape permit is not required, the slope planting shall be a part of the grading permit. If the slope planting is within an area in which a landscape permit is required under City of Palmdale Landscape Ordinance No. 1475, all slope planting shall also meet the requirements of this chapter and shall be a part of the landscape permit.

J104.10.3 Inspections

It shall be the responsibility of the permittee to notify the City Engineer when the work is ready for the inspections required by Section J105. The notification shall be at least one working day in advance of the inspection.

J104.10.4 Protection of Utilities

The permittee shall be responsible for the prevention of damage to any public utilities or services.

J104.10.5 Protection of Adjacent Property

The permittee is responsible for the prevention of damage to adjacent property, and no person shall excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without supporting and protecting such property from settling, cracking or other damage which might result. Special precautions shall be made to prevent imported or exported materials from being deposited on the adjacent public way and/or drainage courses.

J104.10.6 Storm Water Control Measures

The permittee shall put into effect and maintain all mitigation measures required under the National Pollution Discharge Elimination System (NPDES) permit issued to the City of Palmdale. Such measures are precautionary measures necessary to protect adjacent watercourses and public or private property from damage by erosion flooding and deposition of mud debris, and construction-related pollutants.

J104.10.7 Termination of Consultants

The permittee shall notify the City Engineer or Building Official within 48 hours if any consultant resigns or is terminated.

J104.10.8 Best Management Practices

The permittee shall maintain the site in such a manner as to minimize the impacts of storm water and construction related pollutants due to the grading and related construction activities on adjacent public and private property and drainage courses. The required best management practices shall include, but not be limited to, those identified in this section.

1. All equipment used for grading and related activities shall be stored, serviced, and refueled in a designated area specifically designed to prevent

waste oils, fuels, solvents and other pollutants from contaminating the soil or being conveyed by storm water.

2. All fuels, solvents, oil, and other foreign substances and their containers shall be stored in accordance with their listing and protected from the weather in such a manner as to prevent them from contaminating the soil or being conveyed by storm water.

3. A covered receptacle shall be available on-site for collection of trash and debris to be disposed of off-site. The site shall be maintained in such a manner as to prevent the deposition of trash and debris onto adjacent public and private property.

4. All vehicles or equipment shall be free of mud and debris before leaving the site so as not to track or deposit such material onto the public way. The roadway entrance must be stabilized in such a manner as to prevent the off-site tracking of soil or mud. Provisions shall be made for immediate cleaning of the public way when accidental depositions occur.

J104.10.9 Fugitive Dust Control Measures

The permittee shall put into effect and maintain control measures so as to not cause or allow emissions of fugitive dust from any active grading operation, open stockpile area, or disturbed area such that the presence of dust remains visible in the atmosphere beyond the property line of the emission source. Control measures may include, but are not limited to, the suspension of grading operations, the application of water, the application of chemical stabilizers, the installation of temporary coverings, the installation of silt fencing, or the establishment of vegetative ground cover.

J104.11 Import and Export of Earth Materials

In addition to other provisions of this code, the following requirements shall apply when earth materials in excess of 50 cubic yards are to be exported from or imported to a grading site by transporting such materials over a publicly maintained street.

1. The point or points of access to the public street or streets for export or import shall be shown on the haul route plan and shall be located as approved by the City Engineer.

2. Special safety precautions equivalent to the following standards shall be provided where the egress (outhaul) road connects with the public street.

a. The last 50 feet (15240 mm) of the outhaul road immediately adjoining the street if downgrade to the street shall have a grade no steeper than 3 percent.

b. An unobstructed sight distance of not less than 300 feet (91440 mm) in each direction up and down the public street shall be provided at the point of egress. Such sight distance shall be measured from a point 8 feet (2438 mm) above grade in the outhaul road; that point shall be 10 feet (3048 mm) outside the edge of the street pavement or, if no pavement, 10 feet (3048 mm) outside the edge of the normally traveled portion of the public street.

3. Traffic-control devices shall be provided and maintained at the connection of the ingress and egress roads with the public way as may be required by the city of Palmdale City Engineer.

4. Haul Route Permit and plan shall be required showing the approved route and deposition site. The plan shall indicate all required permits and approvals for the deposition site.

J 104.11.1 Planning and Zoning Compliance.

No grading permit shall be issued for the import or export of more than 50 cubic yards of earth material to or from a grading site unless the project is in conformance with “Planning and Zoning,” of the City of Palmdale.

Section J105 Grading Designation and Inspections

J105.1 General

Grading involving a fill intended to support structures of more than one lot or parcel of land, or in excess of 5,000 cubic yards (3822.8 m3) of material or grading where the City Engineer determines special conditions or unusual hazards exist shall conform with Section J105.4, entitled “Engineered Grading Requirements.”
Grading other than “engineered grading” shall be designated “regular grading.”

J105.2 Regular Grading Requirements.

The grading shall be inspected by the City Engineer as set forth in Section J105.3, “Inspection of Excavation and Fills.”
The City Engineer may require inspection and testing by a soil testing agency. If required, the soil testing agency’s responsibility shall include, but need not be limited to, approval concerning the inspection of cleared areas and benches to receive fill, and the compaction of fills.

J105.3 Inspection of Excavation and Fills

The City Engineer, upon notification from the permittee or the permittee’s agent, shall inspect the grading at the following stages of the work and shall either approve the portion then completed or shall notify the permittee or the permittee’s agent wherein it fails to comply with the requirements of this code.

J105.3.1 Initial Inspection

When the site has been cleared of vegetation and unapproved fill and it has been scarified, benched or otherwise prepared for fill.
No fill shall have been placed prior to this inspection.

J105.3.2 Rough Inspection

When approximate final elevations have been established; drainage terraces, swales and other drainage devices graded and ready for paving; berms installed at the top of the slopes; and the statements required by Section J105.9 have been received.

J105.3.3 Final Inspection

When grading has been completed; all drainage devices installed; slope planting established, irrigation systems installed; and the as graded plans and required statements and reports have been submitted. In addition to the called inspections specified above, the City Engineer may make such other inspections as may be deemed necessary to determine that the work is being performed in conformance with the requirements of this code.
Investigations and reports by an approved soil testing agency, soils engineer and/or engineering geologist may be required.

J105.3.4 Non-Inspected Grading

No person shall own, use, occupy or maintain any non-inspected grading. For the purposes of this code, non-inspected grading shall be defined as any grading for which a grading permit was first obtained, pursuant to Section J103.1, but which has progressed beyond any point requiring inspection and approval by city engineer without such inspection and approval having been obtained.

J105.4 Engineered Grading Requirements

For engineered grading, it shall be the responsibility of the persons listed below to perform the designated functions and provide reports as set forth in Section J105.9. These responsibilities and functions are in addition to those of the City Engineer as set forth in Section J105.3.

J105.4.1 Design Engineer

The design engineer shall prepare the grading plans and shall incorporate recommendations from the soil engineering geology reports on such plans.

J105.4.2 Field Engineer

The responsibilities of the field engineer shall include the establishment and approval of line, grade and surface drainage.
The design engineer and field engineer need not be the same person. At the completion of the rough grading and final grading, the field engineer shall submit the statements and reports required by Section J105.9.

J105.4.3 Soils Engineer

The soils engineer shall provide professional inspection within such engineer’s area of technical specialty, which shall include observation during grading and testing for required compaction. The soils engineer shall provide sufficient observation during the preparation of the natural ground and placement and compaction of the fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this code. Revised recommendations relating to conditions noted during grading and differing from the approved soils engineering and engineering geology reports shall be coordinated with the engineering geologist and submitted to the permittee, the building official or City Engineer, the engineering geologist and the field engineer.

J105.4.4 Engineering Geologist

The engineering geologist shall provide professional inspection within such geologist’s area of technical specialty, which shall include professional inspection of the bedrock excavation or excavation for subdrains, buttress fills and shear keys to determine if conditions encountered are in conformance with the approved report. Revised recommendations relating to conditions differing from the approved engineering geology reports shall be submitted to the soils engineer.

J105.4.5 Grading Contractor

The grading contractor shall submit the statement required by Section J105.9 at the completion of rough grading.
Planting and irrigation. When planting and irrigation are required by Section J110, the statement required by Section J105.9 shall be submitted prior to the final approval of the grading by the City Engineer. Reports that reflect conditions which

are not in agreement with the approved grading plans shall be submitted to the field engineer and the City Engineer or Building Official by the appropriate consultants.

J105.5 Notification of Nonconformance

If, in the course of fulfilling their responsibilities under this code, the field engineer, soils engineer or engineering geologist finds that the work is not being done in conformance with this code or the plans approved by the City Engineer, or in accordance with good accepted practices, the permittee and the City Engineer or Building Official shall be immediately notified in writing of the nonconformity and of the corrective measures to be taken.

J105.6 Termination of Services

The termination of the service of the field engineer, soils engineer or geologist prior to the completion of the work shown on the approved grading plans shall be reported to the City Engineer in writing within 48 hours. The report shall be by the person terminated and shall include the status of the work at the last inspection. The work shall be stopped until the replacement has agreed to accept the responsibility within the area of his or her technical competence for verification upon completion of the work.

J105.7 Violation

It is a violation of this code for any person to verify to the satisfactory completion of work as required by this chapter if such work is subsequently found by the City Engineer or Building Official to have been in substantial noncompliance with the approved design or code requirement at the time of verification.

J105.8 Notification of Completion

The permittee shall notify the City Engineer when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion-control measures have been completed in accordance with the final approved grading plan, and the required reports and certifications have been submitted.

J105.9 Reports and Statements – Final Reports

Upon completion of the rough grading work and at the final completion of the work, the following reports, drawings and supplements thereto are required for engineered grading or when professional inspection is performed for regular

grading, as applicable. An as-graded grading plan prepared by the field engineer retained to provide such services in accordance with Section J105.4 shall show original ground surface elevations, as-graded ground surface elevations, lot drainage patterns, limits of over excavated areas, and the locations and elevations of surface drainage facilities and of the outlets of subsurface drains. As-constructed locations, elevations and details of subsurface drains shall be shown as reported by the soils engineer.

Field engineers shall state that the work within their area of responsibility was done in accordance with the final approved grading plan.

Reports prepared by the soils engineer retained to provide such services in accordance with Section J105.4, which include locations and elevations of field density tests, summaries of field and laboratory tests, other substantiating data, and comments on any changes made during tests and their effect on the recommendations made in the approved soils engineering investigation report.

Soils engineers shall submit a statement that, to the best of their knowledge, the work within their area of responsibility is in accordance with the approved soils engineering report and applicable provisions of this code.

Reports prepared by the engineering geologist retained to provide such services in accordance with Section J105.4, which include a final description of the geology of the site and any new information disclosed during the grading and the effect of this information on recommendations incorporated in the approved grading plan.

Engineering geologists shall submit a statement that, to the best of their knowledge, the work within their area of responsibility is in accordance with the approved engineering geology report and applicable provisions of this code. Where necessary, such report shall include a final geologic map and cross sections and recommendations noting geologic hazards and sewage disposal areas when the site inspection was required under Section J105.1. The grading contractor shall submit in a form prescribed by the City Engineer a statement of conformance to the as-graded plan and the specifications.

J105.10 Special Inspections

The special inspection requirements of Section 1705.6 shall apply to work performed under a grading permit where required by the Building Official.

Section J106 Excavations

J106.1 Maximum Slope

The slope of cut surfaces shall be not steeper than is safe for the intended use, and shall be not more than one unit vertical in two units horizontal (50-percent slope unless the owner furnishes a geotechnical engineering or an engineering geology report, or both, stating that the site has been investigated and giving an opinion that a cut at a steeper slope will be stable and not create a hazard to public or private property. Substantiating calculations and supporting data may be required where the City Engineer or Building Official determines that such information is necessary to verify the stability and safety of the proposed slope. The City Engineer or Building Official may require the excavation to be made with a cut face flatter in slope than one and one-half horizontal to one vertical if the City Engineer or Building Official finds it necessary for stability and safety.
Exceptions:

1. A cut surface shall be permitted to be at a slope of 1.5 units horizontal to 1 unit vertical (67-percent slope) provided that all of the following are met:
2. It is not intended to support structures or surcharges.
3. It is adequately protected against erosion.
4. It is not more than 8 feet (2438 mm) in height.
5. It is approved by the Building Code Official.
6. Ground water is not encountered.
7. A cut surface in bedrock shall be permitted to be at a slope of 1 unit horizontal to 1 unit vertical (100-percent slope) if approved by City Engineer or Building Official.

J 106.2 Slope Surface Protection.

All slopes must be stabilized against surface erosion. Stabilization may be accomplished through the application of erosion-control blankets, soil stabilizers or other means as approved by the City Engineer or Building Official.

J106.3 Drainage.

Drainage terraces and interceptor drain shall be provided as required by Section J109

Section J107 Fills

J107.1 General

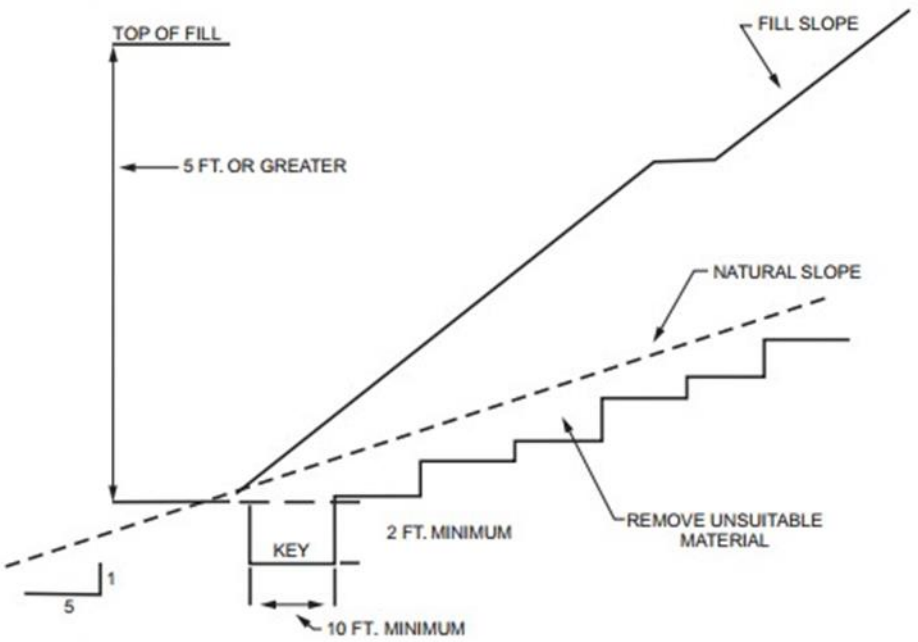
Unless otherwise recommended in the geotechnical report, fills shall comply with the provisions of this section.

J107.2 Surface Preparation

The ground surface shall be prepared to receive fill by removing vegetation, topsoil, and other unsuitable materials, and scarifying the ground to provide a bond with the fill material.

J107.3 Benching

Where existing grade is at a slope steeper than one unit vertical in five units horizontal (20-percent slope) and the depth of the fill exceeds 5 feet (1524 mm) benching shall be provided in accordance with Figure J107.3. A key shall be provided that is not less than 10 feet (3048 mm) in width and 2 feet (610 mm) in depth.



For SI: 1 foot = 304.8 mm.

FIGURE J107.3
Benching Details

J107.4 Fill Material

Fill material shall not include organic, frozen, or other deleterious materials. Rock or similar irreducible material greater than 12 inches (305 mm) in any dimension shall not be included in fills.

J107.5 Compaction

All fill material shall be compacted to 90 percent of maximum density as determined by ASTM D1557, Modified Proctor, in lifts not exceeding 12 inches (305 mm) in depth.

J107.6 Maximum Slope

The slope of fill surfaces shall be not steeper than is safe for the intended use. Fill slopes steeper than one unit vertical in two units horizontal (50-percent slope) shall be justified by a geotechnical report or engineering data.

J107.7 Drainage

Drainage terraces and interceptor drain shall be provided as required by Section J109.

J107.8 Inspection of Fill

For engineered grading, the soils engineer shall provide sufficient inspections during the preparation of the natural ground and the placement and compaction of the fill to be satisfied that the work is being performed in accordance with the conditions of plan approval and the appropriate requirements of this chapter. In addition to the above, the soils engineer shall be present during the entire fill placement and compaction of fills that will exceed a vertical height or depth of 30 feet (8849 mm) or result in a slope surface steeper than two units horizontal to one unit vertical (50-percent slope).

J107.9 Testing of Fill

Sufficient tests of the fill soil shall be made to determine the density thereof and to verify compliance of the soil properties with the design requirements, including soil types and shear strengths in accordance with the standards established by the City Engineer or Building Official. The results of such testing shall be included in the reports required by this chapter.

Section J108 Setbacks

J108.1 General

Cut and fill slopes shall be set back from the property lines in accordance with this section. Setback dimensions shall be measured perpendicular to the property line and shall be described in Section J108.2, unless substantiating data is submitted

justifying reduced setbacks. The grading design must be such that the property line between adjacent lots will be at the apex of the berm at the top of the slope.

J108.2 Slope Setbacks

J108.2.1 Top of Slope

The setback at the top of a slope to property line shall not be less than one fifth the height of the slope with a minimum of 2 feet (610 mm) and a maximum of 10 feet (3048 mm), or than is required to accommodate any required interceptor drains, whichever is greater.

J108.2.2 Toe of Slope

The setback at the toe of a slope to property line shall not be less than one fifth the height of the slope with a minimum of 2 feet (610 mm) and a maximum of 20 feet (6096 mm).

J108.3 Slope Protection

Where required to protect adjacent properties at the toe of a slope from adverse effects of the grading, additional protection, approved by the Building Official, shall be included. Examples of such protection include but are not be limited to:

1. Setbacks greater than those required by Figure J108.1.
2. Provisions for retaining walls or similar construction.
3. Erosion protection of the fill slopes.
4. Provision for the control of surface waters.

Section J109 Drainage and Terracing

J109.1 General

Unless otherwise recommended by a registered design professional, drainage facilities and terracing shall be provided in accordance with the requirements of this section.
Exception: Drainage facilities and terracing need not be provided where the ground slope is not steeper than one unit vertical in three units horizontal (33-percent slope).
J109.1.1 Site Grading and Drainage
The site or lot grading shall meet the requirements as specified in CBC Section 1804.4 – “Site Grading”

J109.1.2 Disposal.

Drainage facilities shall be designed to carry surface waters to the nearest practical street, storm drain, or natural watercourse approved by the City Engineer or other appropriate governmental agency as a safe place to deposit such waters. Desilting basins, filter barriers or other methods, as approved by the City Engineer, shall be utilized to remove sediments from surface waters before such waters are allowed to enter streets, storm drains or natural watercourses. If the drainage device discharges onto natural ground, riprap or a similar energy dissipater may be required.

J109.2 Terraces

Terraces not less than 6 feet (1829 mm) in width shall be established at not more than 30-foot (9144 mm) vertical intervals on all cut or fill slopes to control surface drainage and debris. Suitable access shall be provided to allow for cleaning and maintenance.
Where more than two terraces are required, one terrace, located at approximately mid-height, shall be not less than 12 feet (3658 mm) in width.
When the total slope height exceeds 100 feet (30480 mm), one terrace near mid height shall not be less than 20 feet (6096 mm) in width (measured horizontally from the outside edge). In lieu of the above, for cut and fill slopes greater than 120 feet (36576 mm) in height, the applicant may submit a drainage and terrace design by a civil engineer for approval by the city engineer.
Swales or ditches shall be provided on terraces. They shall have a minimum gradient of one unit vertical in 20 units horizontal (5-percent slope) and shall be paved with concrete not less than 3 inches (76 mm) in thickness, or with other materials suitable to the application. They shall have a depth not less than 12 inches (305 mm) and a width not less than 5 feet (1524 mm).
A single run of swale or ditch shall not collect runoff from a tributary area exceeding 13,500 square feet (1256 m2) (projected) without discharging into a down drain.

J109.3 Interceptor Drains

Interceptor drains shall be installed along the top of cut slopes receiving drainage from a tributary width greater than 40 feet (12 192 mm), measured horizontally. They shall have a minimum depth of 1 foot (305 mm) and a minimum width of 3 feet (915 mm). The slope shall be approved by the building official but shall be not less than one unit vertical in 50 units horizontal (2-percent slope). The drain shall be paved with concrete not less than 3 inches (76 mm) in thickness, or by other materials suitable to the application. Discharge from the drain shall be

accomplished in a manner to prevent erosion and shall be approved by the Building Official or City Engineer.

J109.4 Drainage Across Property Lines

Drainage across property lines shall not exceed that which existed prior to grading. Excess or concentrated drainage shall be contained on site or directed to an approved drainage facility. Erosion of the ground in the area of discharge shall be prevented by installation of nonerosive down drains or other devices.

J109.5 Subsurface Drainage.

Cut and fill slopes shall be provided with subsurface drainage as necessary for stability.

Section J110 Erosion Control

J110.1 General

The faces of cut and fill slopes shall be prepared and maintained to control erosion. This control shall be permitted to consist of effective planting or other devices satisfactory to the City Engineer. All slope planting shall also be subject to the requirements of City of Palmdale Landscape Ordinance No. 1475 and the City’s Landscaping Design Standards. If a landscape permit is not required, the slope planting shall be a part of the grading permit. If the slope planting is within an area in which a landscape permit is required under City of Palmdale Landscape Ordinance No. 1475, all slope planting shall also meet the requirements in this chapter and shall be a part of the landscape permit.
Exception: Erosion control measures may not be required on cut slopes not subject to erosion due to the erosion-resistant character of the materials.

J110.2 Planting

The surface of all cut slopes more than 5 feet (1524 mm) in height and fill slopes more than 3 feet (914 mm) in height shall be protected against damage by erosion by planting with ground cover plants. Slopes exceeding 15 feet (4572 mm) in vertical height shall also be planted with shrubs, spaced not to exceed 10 feet (3048 mm) on centers; trees, spaced not to exceed 20 feet (6096 mm) on centers; or a combination of shrubs and trees at equivalent spacing, in addition to the ground cover plants. The plants selected and planting methods used shall be suitable for the soil and climatic conditions of the site and shall be in accordance with standard specifications on file in the office of the City Engineer. Planting need

not be provided for cut slopes rocky in character and not subject to damage by erosion and any slopes protected against erosion damage by other methods when such methods have been specifically recommended by a soils engineer, engineering geologist, or equivalent authority and found to offer erosion protection equal to that provided by the planting specified in this section. Plant material shall be selected which will produce a coverage of permanent planting effectively controlling erosion.
Consideration shall be given to deep-rooted plant material needing limited watering, to low maintenance during the lifetime of the project, to high root-to-shoot ratio (weight of above-ground parts versus root system), to wind susceptibility and to fire-retardant characteristics.

J110.3 Irrigation

Slopes required to be planted by Section J110.2 shall be provided with an approved system of irrigation that is designed to cover all portions of the slope. Irrigation system plans shall be submitted and approved prior to installation. A functional test of the system shall be required. The requirements for permanent irrigation systems may be modified upon specific recommendation of a landscape architect or equivalent authority that, because of the type of plants selected, the planting methods used and the soil and climatic conditions at the site, irrigation will not be necessary for the maintenance of the slope planting.

J110.4 Plans and Specifications

Planting and irrigation plans shall be submitted for slopes required to be planted and irrigated by Sections J110.2 and J110.3. Except as waived by the City Engineer for minor grading, the plans for slopes 20 feet (6096 mm) or more in vertical height shall be prepared and signed by a civil engineer or landscape architect.

J110.5 Release of Security

The planting and irrigation systems required by this section shall be installed as soon as practical after rough grading. Prior to final approval of grading and before the release of the grading security, the planting shall be well established and growing on the slopes.

J110.6 Other Devices

Where necessary, check dams, cribbing, riprap or other devices or methods shall be employed to control erosion and provide safety.

Section J111 Referenced Standards

J111.1 General

See Table J111.1 for standards that are referenced in various sections of this appendix. Standards are listed by the standard identification with the effective date, standard title, and the section or sections of this appendix that reference the standard.

TABLE J111.1
REFERENCED STANDARDS

REFERENCED STANDARDS

STANDARD ACRONYM	STANDARD NAME	SECTIONS HEREIN REFERENCED
ASTM D1557— 12E1	Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort [56,000 ft-lb/ft^3 (2,700 kN-m/m^3)].	J107.5

8.04.265. Adoption of the Palmdale Existing Building Code.

Chapters 2 to 16, inclusive and Appendix Chapter A1 of the California Existing Building Code, 2025 edition, published by the International Code Council and the California Building Standards Commission of the State of California are adopted and incorporated herein by reference as if fully set forth below and shall be known as the Palmdale Existing Building Code and can be referenced as the PEBC.

8.04.300. Adoption of Palmdale Electrical Code.

Articles 90 through 840 inclusive, Chapter 9, of the California Electrical Code, 2025 Edition, published by the National Fire Protection Association and the Building Standards Commission of the state of California, are hereby adopted and incorporated herein by reference as if fully set forth below and shall be known and cited as the Palmdale Electrical Code of the City of Palmdale. The Palmdale Electrical Code may be referred to herein as the PEC.

8.04.400. Adoption of the Palmdale Fire Code.

Title 32, Fire Code, of the Los Angeles County Code, as amended from time to time, adopting the 2025 Edition of the California Fire Code and 2024 Edition of the International Fire Code, as amended by Title 32 Los Angeles County Fire Code, is adopted and incorporated herein by reference and shall constitute, and may be cited as, the “Palmdale Fire Code”. A copy of the Palmdale Fire Code has been deposited in the Office of the City Clerk and is maintained for use and examination by the public.

8.04.600. Adoption of the Palmdale Plumbing Code.

Chapters 2 to 13, inclusive, Chapters 15,16 ,17 and Appendix Chapters A, B, D, G, H, and I of the California Plumbing Code, 2025 Edition, published by the International Association of Plumbing and Mechanical Officials and the California Building Standard Commission of the state of California are adopted and incorporated herein by reference as if fully set forth below and shall be known as the Palmdale Plumbing Code and can be referenced as the PPC.

8.04.700. Adoption of Palmdale Mechanical Code.

Chapters 2 to 17 inclusive and Appendix Chapters D and G of the California Mechanical Code, 2025 Edition, published by the International Association of Plumbing and Mechanical Officials and the Building Standards Commission of the state of California, are adopted and incorporated herein by reference as if fully set forth below and shall be known as the Palmdale Mechanical Code of the City of Palmdale and can be referenced as the PMC.

8.04.750. Adoption of Palmdale Residential Code.

Chapters 2 to 10 inclusive, Chapter 44, Appendix Chapter BF, Patio Covers, and Appendix AX Swimming Pools of the California Residential Code, 2025 Edition, published by the International Code Council and the Building Standards Commission of the State of California, are adopted, and incorporated herein by reference as if fully set forth below and shall be known as the Palmdale Residential Code of the City of Palmdale and can be referenced as the PRC.

8.04.753. Amendments to Chapter 3 of the Palmdale Residential Code.

Table R301.2 is amended to read as follows:

TABLE R301.2
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY [f]	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP [e]	ICE BARRIER UNDERLAYMENT REQUIRED [h]	FLOOD HAZARDS [g]	AIR FREEZING INDEX [i]	MEAN ANNUAL TEMP [j]
	Speed [d] (mph)	Topographic effects [k]	Special wind region [l]	Wind-borne debris zone [m]		Weathering [a]	Frost line Depth [b]	Termite [c]					
20 lbs/sq. ft.	95	No	No	No	D_2	Negligible	12	Yes	21	No	See PMC Sec. 15.28	1500	60°

MANUAL J DESIGN CRITERIA [n]

Elevation	Latitude	Winter heating	Summer cooling	Altitude correction factor	Indoor design Temperature heating	Indoor Design temperature cooling	Heating temperature difference
2542	34 degrees North	99% DB 24 degrees F	1% DB 98 degrees F	1.00	70 degrees F	75 degrees F	45 degrees F
Cooling Temperature difference	**Wind Velocity heating**	**Wind Velocity cooling**	**Coincident wet bulb**	**Daily range**	**Winter humidity**	**Summer humidity**	
23 degrees F	15 mph	7.5 mph	67	H	50% RH	55%/ -31 50% / -24 45%/ -18	

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R30l.2(2)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. Temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

g. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of all currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.

h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the l00-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at www.ncdc.noaa.gov/fpsf.htrnl.

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.

k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

l. In accordance with Figure R301.2(4)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

m. In accordance with Section R301.2.1.2.1, the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdictions shall indicate "NO" in this part of the Table.

Sections R403.1.2, R403.1.3.6 and R403.1.5 of the 2025 Edition of the California Residential Code are amended to read as follows:

8.04.754 Amendments to Chapter 4 of the Palmdale Residential Code.

Chapter 4, Foundations, of the Palmdale Residential Code as adopted by incorporation of the California Residential Code is hereby modified as follows:

Sections R403.1.2, R403.1.3 and R403.1.5 of the Palmdale Residential Code as adopted by the incorporation of the California Residential Code are amended to read as follows:

R403.1.2 Continuous footing in Seismic Design Categories D0, D1 and D2. The braced wall panels at exterior walls of buildings located in Seismic Design Categories D0, D1 and D2 shall be supported by continuous footings. All required interior braced wall panels in buildings shall be supported by continuous footings.

R403.1.3 Seismic reinforcing. Concrete footings located in Seismic Design Categories D0, D1 and D2, as established in Table R301.2(1), shall have minimum reinforcement. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing.

R403.1.3.1 In Seismic Design Categories D0, D1 and D2 where construction joint is created between a concrete footing and a stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall extend to 3 inches (76 mm) clear of the bottom of the footing, have a standard hook and extend a minimum of 14 inches (357 mm) into the stem wall.

In Seismic Design Categories D0, D1 and D2 where a grouted masonry stem wall is supported on a concrete footing and stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall extend to 3 inches (76 mm) clear of the bottom of the footing and have a standard hook.

In Seismic Design Categories D0, D1 and D2 masonry stem walls without solid grout and vertical reinforcing are not permitted.

Exception: In detached one- and two-family dwellings located in Seismic Design Category A, B or C which are three stories or less in height and constructed with stud bearing walls, plain concrete footings without longitudinal reinforcement supporting walls and isolated plain concrete footings supporting columns or pedestals are permitted.

R403.1.5 Slope. The top surface of footings shall be level. The bottom surface of footings shall not have a slope exceeding one unit vertical in 10 units horizontal (10-percent slope). Footings shall be stepped where it is necessary to change the elevation of the top surface of the footings or where the slope of the bottom surface of the footings will exceed one unit vertical in 10 units horizontal (10-percent slope).

For structures assigned to Seismic Design Categories D0, D1 or D2, stepped footings shall be reinforced with four No. 4 rebar. Two bars shall be place at the top and bottom of the footings as shown in Figure R403.1.5.

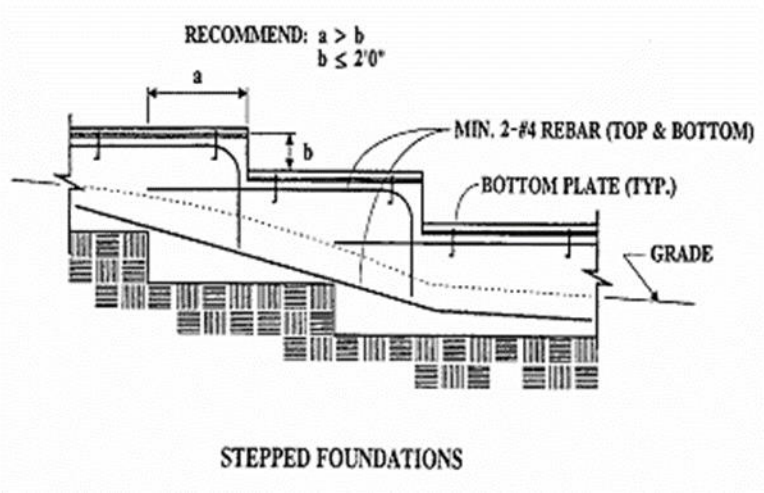


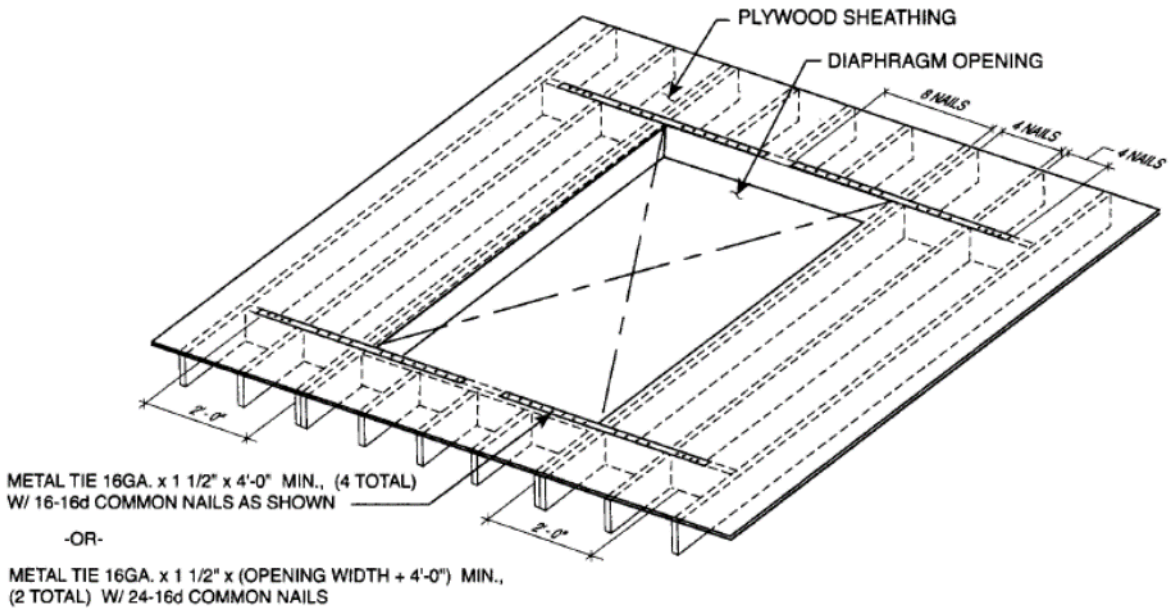
FIGURE R403.1.5
STEPPED FOOTING

8.04.755 Amendments to Chapter 5 of the Palmdale Residential Code.

Chapter 5, Floors, of the Palmdale Residential Code as adopted by incorporation of the California Residential Code is hereby modified as follows:

Section R503.2.4 is added to Chapter 5 of the 2025 Edition of the California Residential Code to read as follows:

R503.2.4 Openings in horizontal diaphragms. Openings in horizontal diaphragms with a dimension perpendicular to the joist that is greater than 4 feet (1.2 m) shall be constructed in accordance with Figure R503.2.4.



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

a. Blockings shall be provided beyond headers.
b. Metal ties not less than 0.058 inch [1.47 mm (16 galvanized gage)] by 1.5 inches (38 mm) wide with eight 16d common nails on each side of the header-joist intersection. The metal ties shall have a minimum yield of 33,000 psi (227 MPa).
c. Openings in diaphragms shall be further limited in accordance with Section R301.2.2.6.

FIGURE R503.2.4
OPENINGS IN HORIZONTAL DIAPHRAGMS

Lines 20, 21, 24, and 34 - 37 of Table R602.3(1) of the 2025 Edition of the California Residential Code are amended to read as follows:

8.04.756 Amendments to Chapter 6 of the Palmdale Residential Code.

Chapter 6, Wall Construction, of the Palmdale Residential Code as adopted by incorporation of the California Residential Code is hereby modified as follows:

Lines 20, 21, 24, and 34 - 37 of Table R602.3(1) of the 2025 Edition of the California Residential Code are amended to read as follows:

TABLE R602.3(1)—continued FASTENING SCHEDULE

ITEM	DESCRIPTION OF BUILDING ELEMENTS	NUMBER AND TYPE OF FASTENER a, b, c	SPACING AND LOCATION	
20 k	1″ × 6″ sheathing to each bearing	3-8d box (2 1/2″ × 0.113″); or 2-8d common (2 1/2″ × 0.131″); or 2-10d box (3″ × 0.128″); or 2 staples, 1″ crown, 16 ga., 1 3/4″ long	Face nail	
21 k	1″ × 8″ and wider sheathing to each bearing	3-8d box (2 1/2″ × 0.113″); or 3-8d common (2 1/2″ × 0.131″); or 3-10d box (3″ × 0.128″); or 3 staples, 1″ crown, 16 ga., 1 3/4″ long	Face nail	
		Wider than 1″ × 8″ 4-8d box (2 1/2″ × 0.113″); or 3-8d common (2 1/2″ × 0.131″); or 3-10d box (3″ × 0.128″); or 4 staples, 1″ crown, 16 ga., 1 3/4″ long		
Floor				
24 k	1″ × 6″ subfloor or less to each joist	3-8d box (2 1/2″ × 0.113″); or 2-8d common (2 1/2″ × 0.131″); or 3-10d box (3″ × 0.128″); or 2 staples, 1″ crown, 16 ga., 1 3/4″ long	Face nail	
Other wall sheathing				
34 k	1/2″ structural cellulosic fiberboard sheathing	1 1/2″ x 0.120” galvanized roofing nail, 7/16″ head diameter, or 1 1/4″ long 16 ga. staple with 7/16″ or 1″ crown	3	6
35 k	25/32″ structural cellulosic fiberboard sheathing	1 3/4″ x 0.120” galvanized roofing nail, 7/16” head diameter, or 1 ¼” long 16 ga. Staple with 7/16” or 1” crown	3	6
36 k	1/2” gypsum sheathing[d]	1 1/2” x 0.120” galvanized roofing nail, 7/16” head diameter, or 1¼” long, 16 ga.; staple galvanized, 1 1/2″ long; 7/16” or 1” crown or 1 1/4″ screws, Type W or S	7	7
37 k	5/8″ gypsum sheathing[d]	1 3/4″ galvanized roofing nail, 7/16” head diameter, or 1¼” long, 16 ga.; staple galvanized, 1 1/2″ long; 7/16” or 1” crown or 1 1/4″ screws, Type W or S	7	7

TABLE R602.3(1)—continued FASTENING SCHEDULE

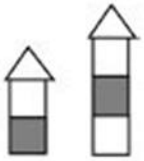
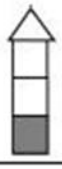
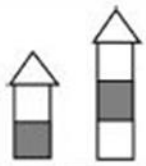
k. Use of staples in roof, floor, and braced wall panels shall be prohibited in Seismic Design Category D0, D1, or D2.

Footnote “b” of Table R602.3(2) of the 2025 Edition of the California Residential Code is amended to read as follows:

b. Staples shall have a minimum crown width of 7/16-inch on diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D0, D1, or D2.

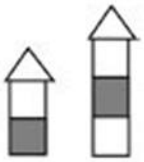
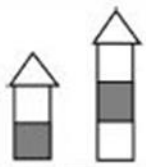
Table R602.10.3(3) of the 2025 Edition of the California Residential Code is amended to read as follows:

TABLE R602.10.3(3)
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

• WALL HEIGHT = 10 FEET • 10 PSF FLOOR DEAD LOAD • 15 PSF ROOF/CEILING DEAD LOAD • BRACED WALL LINE SPACING ≤ 25 FEET			MINIMUM TOTAL LENGTH (FEET) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[a, g]				
Seismic Design Category[b]	Story Location	Braced Wall Line Length (feet)[c]	Method LIB[d]	Method GB[e]	Methods DWB, SFB, PBS, PCP, HPS, CS-SFB[e]	Methods WSP, ABW[f], PFH[f] and PFG[e, f]	Methods CS-WSP, CS-G, CS-PF
C (townhouses only)		10	2.5	2.5	2.5	1.6	1.4
		20	5.0	5.0	5.0	3.2	2.7
		30	7.5	7.5	7.5	4.8	4.1
		40	10.0	10.0	10.0	6.4	5.4
		50	12.5	12.5	12.5	8.0	6.8
		10	NP	4.5	4.5	3.0	2.6
		20	NP	9.0	9.0	6.0	5.1
		30	NP	13.5	13.5	9.0	7.7
		40	NP	18.0	18.0	12.0	10.2
		50	NP	22.5	22.5	15.0	12.8
		10	NP	6.0	6.0	4.5	3.8
		20	NP	12.0	12.0	9.0	7.7
		30	NP	18.0	18.0	13.5	11.5
		40	NP	24.0	24.0	18.0	15.3
		50	NP	30.0	30.0	22.5	19.1
D_0		10	NP	~~2.8~~ 5.6	~~2.8~~ 5.6	1.8	1.6
		20	NP	~~5.5~~ 11.0	~~5.5~~ 11.0	3.6	3.1
		30	NP	~~8.3~~ 16.6	~~8.3~~ 16.6	5.4	4.6
		40	NP	~~11.0~~ 22.0	~~11.0~~ 22.0	7.2	6.1
		50	NP	~~13.8~~ 27.6	~~13.8~~ 27.6	9.0	7.7
		10	NP	~~5.3~~ NP	~~5.3~~ NP	3.8	3.2
		20	NP	~~10.5~~ NP	~~10.5~~ NP	7.5	6.4
		30	NP	~~15.8~~ NP	~~15.8~~ NP	11.3	9.6
		40	NP	~~21.0~~ NP	~~21.0~~ NP	15.0	12.8
		50	NP	~~26.3~~ NP	~~26.3~~ NP	18.8	16.0
		10	NP	~~7.3~~ NP	~~7.3~~NP	5.3	4.5
		20	NP	~~14.5~~ NP	~~14.5~~ NP	10.5	9.0
		30	NP	~~21.8~~ NP	~~21.8~~ NP	15.8	13.4
		40	NP	~~29.0~~ NP	~~29.0~~ NP	21.0	17.9
		50	NP	~~36.3~~ NP	~~36.3~~ NP	26.3	22.3

(continued)

TABLE R602.10.3(3)
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

• WALL HEIGHT = 10 FEET • 10 PSF FLOOR DEAD LOAD • 15 PSF ROOF/CEILING DEAD LOAD • BRACED WALL LINE SPACING ≤ 25 FEET			MINIMUM TOTAL LENGTH (FEET) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[a,g]				
Seismic Design Category[b]	Story Location	Braced Wall Line Length (feet)[c]	Method LIB[d]	Method GB[e]	Methods DWB, SFB, PBS, PCP, HPS, CS-SFB[e]	Methods WSP, ABW[f], PFH[f] and PFG[e,f]	Methods CS-WSP, CS-G, CS-PF
C (townhouses only)		10	2.5	2.5	2.5	1.6	1.4
		20	5.0	5.0	5.0	3.2	2.7
		30	7.5	7.5	7.5	4.8	4.1
		40	10.0	10.0	10.0	6.4	5.4
		50	12.5	12.5	12.5	8.0	6.8
		10	NP	4.5	4.5	3.0	2.6
		20	NP	9.0	9.0	6.0	5.1
		30	NP	13.5	13.5	9.0	7.7
		40	NP	18.0	18.0	12.0	10.2
		50	NP	22.5	22.5	15.0	12.8
		10	NP	6.0	6.0	4.5	3.8
		20	NP	12.0	12.0	9.0	7.7
		30	NP	18.0	18.0	13.5	11.5
		40	NP	24.0	24.0	18.0	15.3
		50	NP	30.0	30.0	22.5	19.1
D_0		10	NP	~~2.8~~ 5.6	~~2.8~~ 5.6	1.8	1.6
		20	NP	~~5.5~~11.0	~~5.5~~ 11.0	3.6	3.1
		30	NP	~~8.3~~ 16.6	~~8.3~~ 16.6	5.4	4.6
		40	NP	~~11.0~~ 22.0	~~11.0~~ 22.0	7.2	6.1
		50	NP	~~13.8~~27.6	~~13.8~~ 27.6	9.0	7.7
		10	NP	~~5.3~~ NP	~~5.3~~ NP	3.8	3.2
		20	NP	~~10.5~~ NP	~~10.5~~ NP	7.5	6.4
		30	NP	~~15.8~~NP	~~15.8~~ NP	11.3	9.6
		40	NP	~~21.0~~ NP	~~21.0~~ NP	15.0	12.8
		50	NP	~~26.3~~ NP	~~26.3~~ NP	18.8	16.0
		10	NP	~~7.3~~ NP	~~7.3~~NP	5.3	4.5
		20	NP	~~14.5~~ NP	~~14.5~~ NP	10.5	9.0
		30	NP	~~21.8~~ NP	~~21.8~~ NP	15.8	13.4
		40	NP	~~29.0~~ NP	~~29.0~~ NP	21.0	17.9
		50	NP	~~36.3~~ NP	~~36.3~~ NP	26.3	22.3

(continued)

a. Linear interpolation shall be permitted.

b. Interpolation of bracing length between the Sds values associated with the seismic design categories shall be permitted when a site-specific Sds value is determined in accordance with Section 1613.2 of the California Building Code.

c. Where the braced wall line length is greater than 50 feet, braced wall lines shall be permitted to be divided into shorter segments having lengths of 50 feet or less, and the amount of bracing within each segment shall be in accordance with this table.

d. Method LIB shall have gypsum board fastened to not less than one side with nails or screws in accordance with Table R602.3(1) for exterior sheathing or Table R702.3.5 for interior gypsum board. Spacing of fasteners at panel edges shall not exceed 8 inches.

e. Methods PFG and CS-SFB do not apply in Seismic Design Categories D0, D1 and D2.

f. Methods PFH, PFG and ABW are only permitted on a single story or a first of two stories.

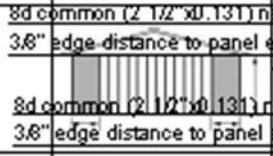
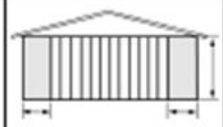
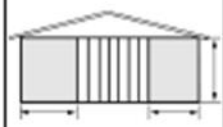
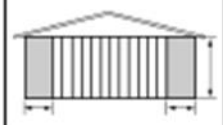
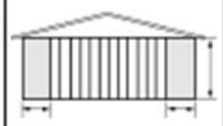
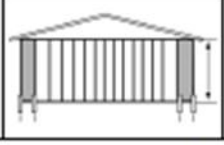
g. Where more than one bracing method is used, mixing methods shall be in accordance with Section R602.10.4.1.

h. One- and two- family dwellings in Seismic Design Category D2 exceeding two stories shall be designed in accordance with accepted engineering practice.

i. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D0, D1 and D2. Methods DWB, SFB, PBS, HPS, and CS-SFB are not permitted in D0, D1 and D2.

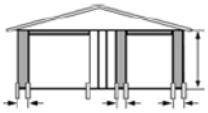
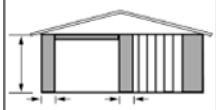
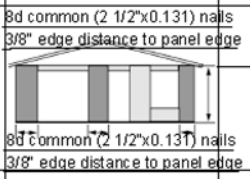
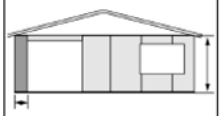
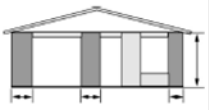
Table R602.10.4 of the 2025 Edition of the California Residential Code is amended to read as follows:

TABLE R602.10.4
BRACING METHODS

METHODS, MATERIAL		MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA[a]	
				Fasteners	Spacing
Intermittent Bracing Methods	**LIB** Let-in-bracing	1 × 4 wood or approved metal straps at 45° to 60° angles for maximum 16″ stud spacing		Wood: 2-8d common nails or 3-8d (2½″ long × 0.113″ dia.) nails	Wood: per stud and top and bottom plates
				Metal strap: per manufacturer	Metal: per manufacturer
	DWB Diagonal wood boards	¾″ (1″ nominal) for maximum 24″ stud spacing		2-8d (2½″ long × 0.113″ dia.) nails or 2-1¾″ long staples	Per stud
	WSP Wood structural panel (See Section R604)	⅜″		~~Exterior sheathing per Table R602.3(3)~~	6″ edges 12″ field
				~~Interior sheathing per Table R602.3(1) or R602.3(2)~~	Varies by fastener
	BV-WSP[e] Wood structural panels with stone or masonry veneer (See Section R602.10.6.5)	7/16″	See Figure R602.10.6.5.2	8d common (2½″ × 0.131) nails	4″ at panel edges 12″ at intermediate supports 4″ at braced wall panel end posts
	SFB Structural fiberboard sheathing	½″ or 25/32″ for maximum 16″ stud spacing		1½″ long × 0.12″ dia. (for ½″ thick sheathing) 1¾″ long × 0.12″ dia. (for 25/32″ thick sheathing) galvanized roofing nails	3″ edges 6″ field
	GB Gypsum board	½″		Nails or screws per Table R602.3(1) for exterior locations	For all braced wall panel locations: 7″edges (including top and bottom plates) 7″ field
				Nails or screws per Table R702.3.5 for interior locations	
	PBS Particleboard sheathing (See Section R605)	⅜″ or ½″ for maximum 16″stud spacing		For ⅜″, 6d common (2″ long × 0.113″ dia.) nails; For ½″, 8d common (2½″ long × 0.131″ dia.) nails	3″ edges 6″ field
	PCP Portland cement plaster	See Section R703.6 for maximum 16″ stud spacing		1½″ long, 11 gage, 0.120″ dia., 7/16″ dia. head nails or ⅞″ long, 16 gage staples	6″ o.c. on all framing members
	HPS Hardboard panel siding	7/16″ for maximum 16″ stud spacing		0.092″ dia., 0.225″ dia. head nails with length to accommodate 1½″ penetration into studs	4″ edges 8″ field
	ABW Alternate braced wall	⅜″		See Section R602.10.6.1	See Section R602.10.6.1

(continued)

TABLE R602.10.4—continued
BRACING METHODS

	METHODS, MATERIAL	MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA[a]	
				Fasteners	Spacing
Intermittent Bracing Methods	PFH Portal frame with hold-downs	$^{3}/_{8}$″		See Section R602.10.6.2	See Section R602.10.6.2
Intermittent Bracing Methods	PFG Portal frame at garage	$^{7}/_{16}$″		See Section R602.10.6.3	See Section R602.10.6.3
Continuous Sheathing Methods	CS-WSP Continuously sheathed wood structural panel	$^{3}/_{8}$″		~~Exterior sheathing per Table R602.3(3)~~	6″ edges 12″ field
				~~Interior sheathing per Table R602.3(1) or R602.3(2)~~	Varies by fastener
Continuous Sheathing Methods	CS-G[b, c] Continuously sheathed wood structural panel adjacent to garage openings	$^{3}/_{8}$″		See Method CS-WSP	See Method CS-WSP
Continuous Sheathing Methods	CS-PF Continuously sheathed portal frame	$^{7}/_{16}$″		See Section R602.10.6.4	See Section R602.10.6.4
Continuous Sheathing Methods	CS-SFB[d] Continuously sheathed structural fiberboard	$^{1}/_{2}$″ or $^{25}/_{32}$″ for maximum 16″ stud spacing		$1^{1}/_{2}$″ long × 0.12″ dia. (for $^{1}/_{2}$″ thick sheathing) $1^{3}/_{4}$″ long × 0.12″ dia. (for $^{25}/_{32}$″ thick sheathing) galvanized roofing nails	3″ edges 6″ field

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 degree = 0.0175 rad, 1 pound per square foot = 47.8 N/m^2, 1 mile per hour = 0.447 m/s.

a. Adhesive attachment of wall sheathing, including Method GB, shall not be permitted in Seismic Design Categories C, D0, D1 and D2.
b. Applies to panels next to garage door opening where supporting gable end wall or roof load only. Shall only be used on one wall of the garage. In Seismic Design Categories D0, D1 and D2, roof covering dead load shall not exceed 3 psf.
c. Garage openings adjacent to a Method CS-G panel shall be provided with a header in accordance with Table R602.7(1). A full-height clear opening shall not be permitted adjacent to a Method CS-G panel.
d. Method CS-SFB does not apply in Seismic Design Categories D0, D1 and D2.
e. Method applies to detached one- and two- family dwellings in Seismic Design Categories D0 through D2 only.
f. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D0, D1 and D2. Methods LIB, DWB, SFB, PBS, HPS, and PFG are not permitted in SDC D0, D1 and D2.
g. Use of staples in braced wall panels shall be prohibited in SDC D0, D1 and D2.

Figure R602.10.6.1 of the 2025 Edition of the California Residential Code is amended to read as follows:

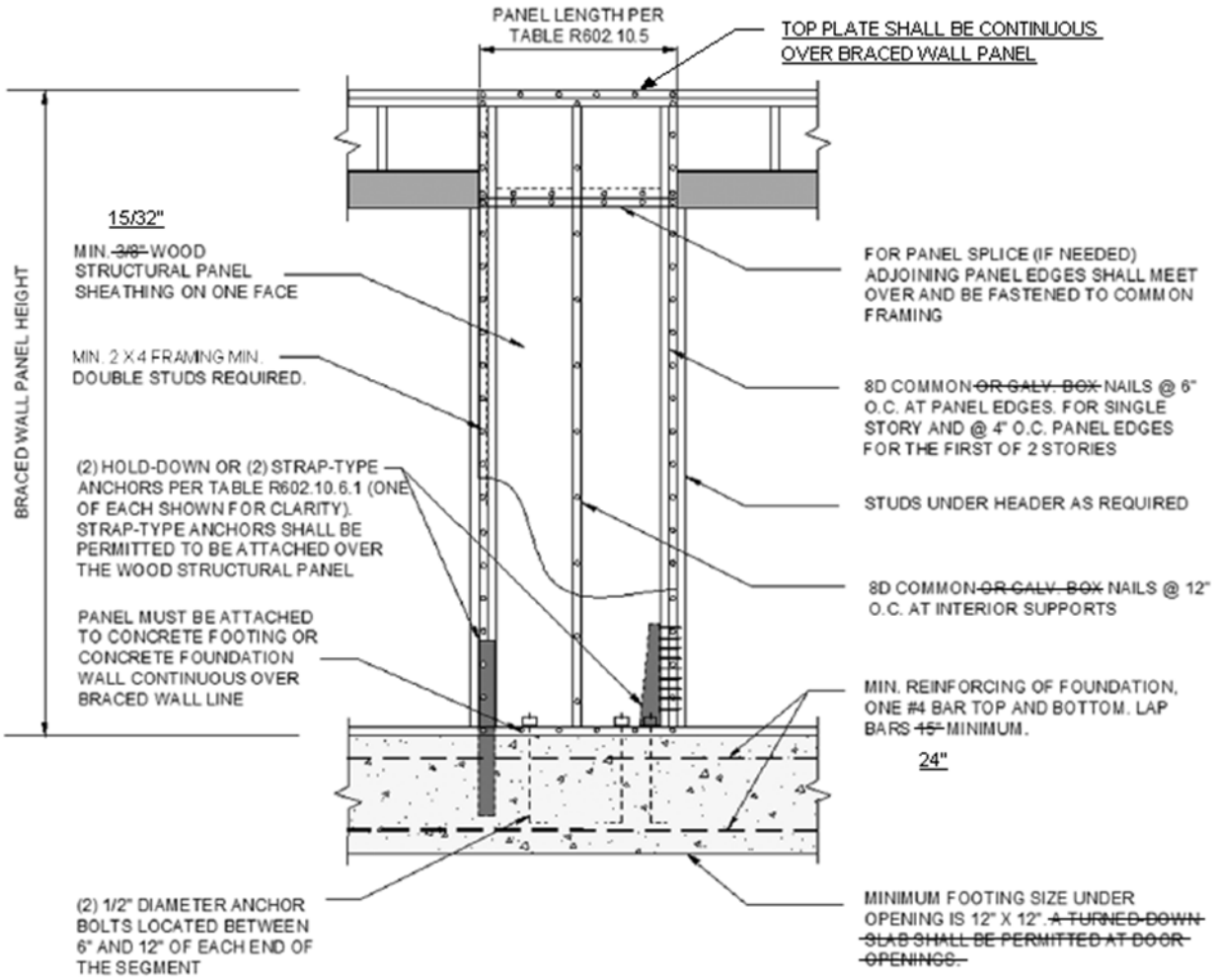
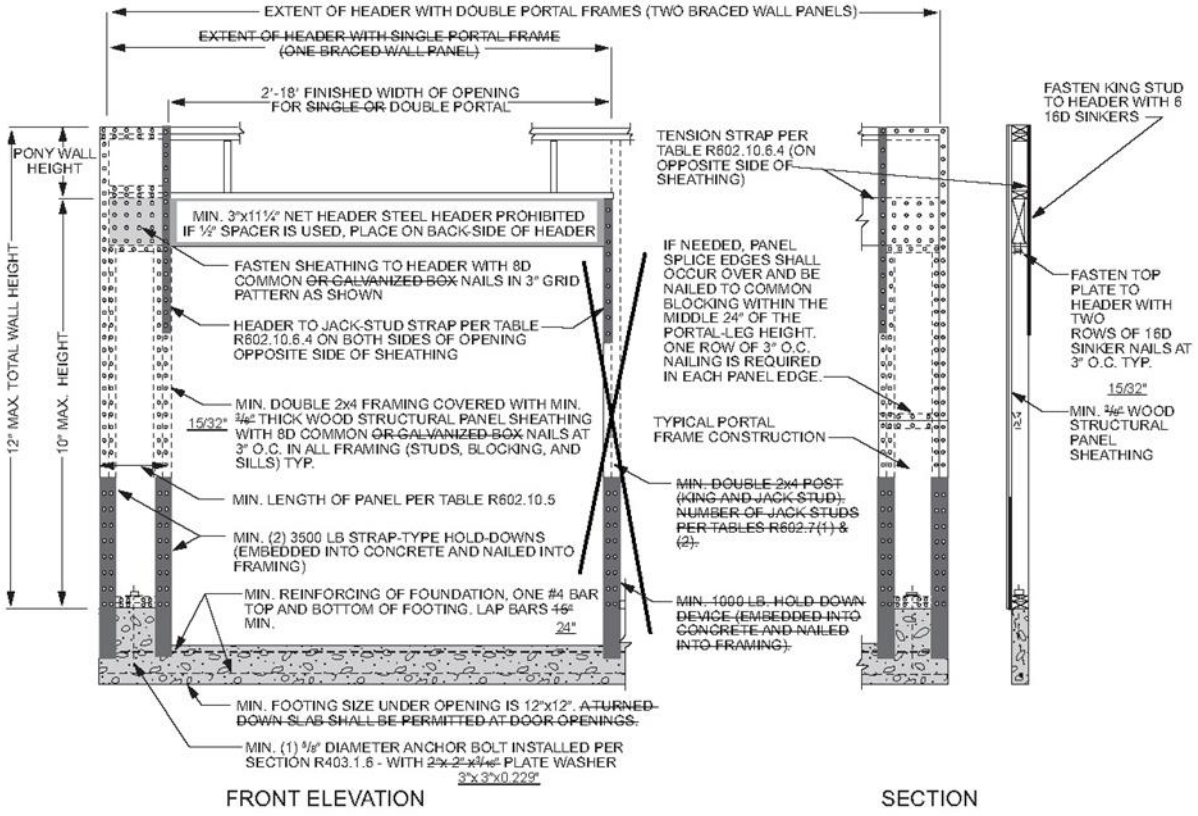


FIGURE R602.10.6.1
METHOD ABW—ALTERNATE BRACED WALL PANEL

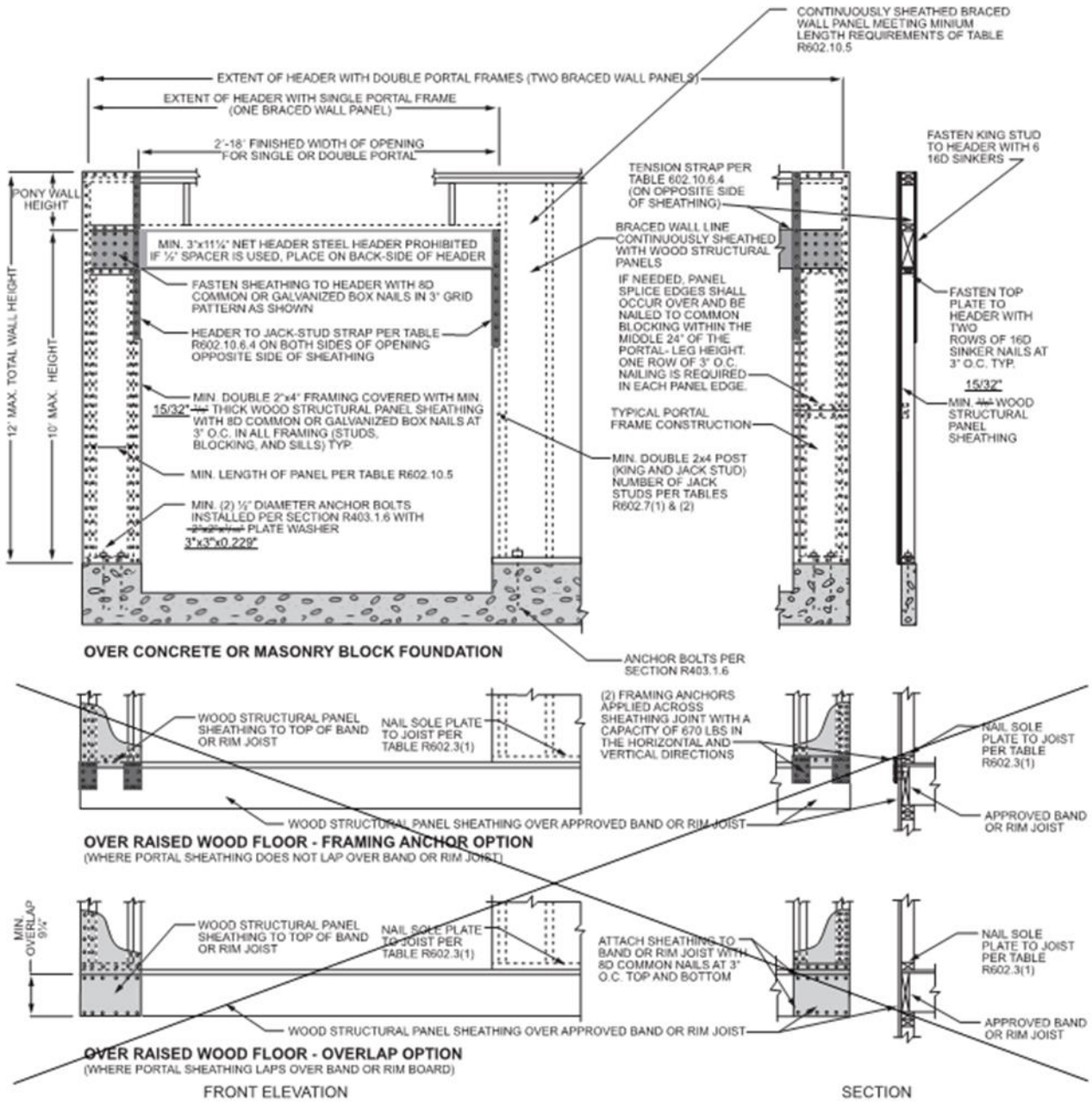
Figure R602.10.6.2 of the 2025 Edition of the California Residential Code is amended to read as follows:



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.2
METHOD PFH—PORTAL FRAME WITH HOLD-DOWNS
AT DETACHED GARAGE DOOR OPENINGS

Figure R602.10.6.4 of the 2025 Edition of the California Residential Code is amended to read as follows:



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.4
METHOD CS-PF—CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION

Section R803.2.4 is added to Chapter 8 of the 2025 Edition of the California Residential Code to read as follows:

R803.2.4 Openings in horizontal diaphragms. Openings in horizontal diaphragms shall conform with Section R503.2.4.

8.04.775. Adoption of Palmdale Green Building Standards Code.

Chapters 2 to 8 inclusive, and Appendix Chapters A4 and A5 of the California Green Building Standards Code, 2025 Edition, published by the Building Standards Commission of the State of California, are adopted, and incorporated herein by reference as if fully set forth below and shall be known as the Palmdale Green Code of the City of Palmdale and can be referenced as the PGC.

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025 -069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, CALIFORNIA MAKING ITS EXPRESS FINDINGS AS REQUIRED BY SECTION 17958.7 OF THE HEALTH AND SAFETY CODE OF THE STATE OF CALIFORNIA RELATING TO THE ADOPTION OF THE 2025 CALIFORNIA BUILDING CODE AND PROPOSED LOCAL AMENDMENTS; AND FINDING IT IS NOT A PROJECT PER CEQA

WHEREAS, Section 17958 of the Health and Safety Code of the State of California provides that if a city does not amend, add, or repeal ordinances or regulations to impose the same requirements as are contained in the provisions adopted pursuant to Section 17922 of said Health and Safety Code and published in the California Building Code and the other regulations adopted pursuant to Section 17922 or make changes or modifications in those requirements upon express findings, the provisions published in the California Building Code or other regulations promulgated pursuant to Section 17922 shall be applicable to it and shall become effective 180 days after publication by the California Building Commission; and

WHEREAS*,* the State of California published the 2025 editions of the California Building Code. Residential, Green Building Standards, Mechanical, Plumbing, Electrical, Wildland-Urban Interface Codes on July 1, 2025, and State Law requires that said Codes become effective at the local level on January 1, 2026; and

WHEREAS*,* Section 17922(c) of the Health and Safety Code provides that local use zone requirements, local fire zones, building setbacks, side and rear yard requirements, and property line requirements are specifically and entirely reserved to the local jurisdiction except as provided in Section 17959.5 of the Health and Safety Code; and

WHEREAS, Section 17958.5 of the Health and Safety Code of the State of California provides that in adopting ordinances or regulations making any changes in the provisions in the California Building Code and other regulations adopted pursuant to Section 17922 of the Health and Safety Code, a city may make such changes or modifications as are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, Section 17958.7 of the Health and Safety Code requires the governing body of a city, before making any modifications or changes pursuant to Section 17958. 5, to make an express finding that such modifications or changes are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, All the technical amendments are substantially equivalent to amendments or modifications that were previously filed by the City and were in effect as of September 30, 2025.

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. With respect to the adoption of the California Building Code 2025 Edition and California Residential Code 2025 Edition, and any amendments thereto by the State of California in the 2025 Edition of the California Code of Regulations, it is necessary to adopt more restrictive requirements for the following reasons:

(a) Palmdale is in a highly active seismic region of local geological faults conditions with a majority of the City of Palmdale crossed or within one mile of the San Andreas Fault. Therefore, to reduce the likelihood of loss of human life and property damage from structural failures it is reasonably necessary to modify as amended in Exhibit A of Ordinance No. 1661 the following mentioned Sections of Title 24 of the California Code of Regulations (Geological):

(i) Chapter 16, California Building Code: Sections 1613.8, 1613.8.1, 1613.8.2, 1613.8.3.
(ii) Chapter 17, Special Inspections and Tests. Sections 1704.6, 1704.6.1, 1705.3, 1705.13.
(iii) Chapter 18, Soils and Foundations. Sections 1809.3, 1809.7.
(iv) Chapter 23, Wood. Sections 2304.10.2, 2304.10.3.1, 2305.4, 2306.3, 2307.2, table 2308.10.1, Sections 2308.10.5, 2308.10.5.1, figure 2308.10.5.1, Section 2308.10.5.2, figure 2308.10.5.2, Sections 2308.10.8.1 and 2308.10.9.
(v) Chapter 3 California Residential Code. Sections R301.2, table 301.2(1).
(vi) Chapter 4 California Residential Code. Section R403.1.2, R403.1.3, R403.1.5, Figure R403.1.5.
(vii) Chapter 5 California Residential Code. Section R503.2.4, Figure R503.2.4.

(b) Palmdale is in the high desert of the Antelope Valley where winters are cold and snowfall accumulation of several inches of can occur. Temperatures have been recorded in the single digits at times and when factoring in the wind chill factor, can be below zero. Palmdale is at an elevation of over 2600 feet above sea level, which has resulted in snow loads higher than the code prescribed snow loads in Figure 1608.2 and ASCE 7. Therefore, to reduce the likelihood of loss of human life and property damage from roof failures it is reasonably necessary to modify as amended in Exhibit A of Ordinance No. 1661 the following mentioned Sections of Title 24 of the California Code of Regulations {Climatic):

(i) Chapter 16, California Building Code: Sections 1608.2
(ii) Chapter 3 California Residential Code. Sections R301.2, table 301.2(1).

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 21st day October, 2025.

_____
Laura Bettencourt, Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Halfman
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 21st day of October, 2025, by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **OCTOBER 21, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-073, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) IN AN AGGREGATE OUTSTANDING PRINCIPAL AMOUNT NOT TO EXCEED $20,000,000 TO FINANCE AND REFINANCE A 48-UNIT QUALIFIED RESIDENTIAL RENTAL PROJECT TO BE LOCATED AT 38732 9TH STREET E. IN PALMDALE, FOR THE BENEFIT OF 9TH STREET E. HOUSING, LP, A CALIFORNIA LIMITED PARTNERSHIP, OR ANOTHER ENTITY TO BE CREATED BY MILARE HOUSING INVESTMENTS, INC. (OR AN AFFILIATE), AND CERTAIN OTHER MATTERS RELATING THERETO**

RECOMMENDATION

Staff recommend that the City Council:

1. Conduct the public hearing under the requirements of the Tax and Equity Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986, as amended (the Code),

2. Adopt Resolution No. CC 2025-073, A Resolution of the City Council of the City of Palmdale approving the issuance of revenue bonds by the CMFA in an aggregate outstanding principal amount not to exceed $20,000,000 to finance and refinance a 48-unit qualified residential rental project to be located at 38732 9th Street E. in Palmdale, for the benefit of 9th Street E. Housing, LP (Borrower), a California Limited Partnership, or another entity to be created by Milare Housing Investments, Inc. (or an Affiliate), and certain other matters related thereto.

BACKGROUND

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural, and community development through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations, and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and Board of Directors have considerable experience in bond financing.

DISCUSSION

The Borrower requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed $20,000,000 (Bonds) of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance the acquisition, construction, improvement, and equipping of a 48-unit qualified residential rental project (Project) to be located at 38732 9th Street E. in the City of Palmdale, California (City).

In order for the Bonds to qualify as tax-exempt bonds, the City of Palmdale must conduct a public hearing (TEFRA Hearing) providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability, or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (Foundation), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With

respect to the City of Palmdale, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such a grant may be used for any lawful purpose of the City.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Reso No. CC 2025-073

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-073

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) IN AN AGGREGATE OUTSTANDING PRINCIPAL AMOUNT NOT TO EXCEED $20,000,000 TO FINANCE AND REFINANCE A 48-UNIT QUALIFIED RESIDENTIAL RENTAL PROJECT TO BE LOCATED AT 38732 9TH STREET E. IN THE CITY OF PALMDALE, FOR THE BENEFIT OF 9TH STREET E. HOUSING, LP, A CALIFORNIA LIMITED PARTNERSHIP, OR ANOTHER ENTITY TO BE CREATED BY MILARE HOUSING INVESTMENTS, INC. (OR AN AFFILIATE), AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Milare Housing Investments, Inc. (the "Sponsor"), on behalf of 9th Street E. Housing, LP, a California limited partnership, or another entity created by the Sponsor or an affiliate of the Sponsor (such limited partnership or other entity being referred to herein as the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") undertake a proposed plan of finance for the Project that includes the issuance and reissuance from time to time of one or more series of revenue bonds in an outstanding principal amount not to exceed $20,000,000 (the "Bonds") to finance and refinance the acquisition, construction, improvement and equipping of a 48-unit qualified residential rental project (the "Project") to be owned and operated by the Borrower and located at 38732 9th Street E. in the City of Palmdale, California (the "City"); and

WHEREAS, an "applicable elected representative" of a jurisdiction in which the Project is to be located is required to approve the proposed plan of finance for the Project under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is an "applicable elected representative" for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the proposed plan of finance for the Project in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds and now desires to approve the proposed plan of finance for the Project;

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct

SECTION 2. The City Council hereby approves the proposed plan of finance for the Project that includes the issuance and reissuance from time to time of one or more series of revenue bonds in an outstanding principal amount not to exceed $20,000,000. It is the purpose and intent of the City Council that this Resolution constitute approval of the proposed plan of finance for the Project for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

SECTION 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto, to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds

SECTION 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein

SECTION 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of this resolution and the financing transaction approved hereby.

SECTION 6. The City Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, A Professional Law Corporation
4 West Fourth Avenue, Suite 406

San Mateo, California 94402.

SECTION 7. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 21st day of October, 2025.

_____
Laura Bettencourt, Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Severino
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 21st day of October, 2025, by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **OCTOBER 21, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-074, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) EXEMPT FACILITY BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $60,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, AND EQUIPPING OF ZENITH ON 25TH, LOCATED AT 25TH STREET E. AND E. AVE. Q IN PALMDALE, AND CERTAIN OTHER MATTERS RELATING THERETO**

RECOMMENDATION

Staff recommend that the City Council:

1. Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (Code); and,

2. Adopt Resolution No. CC 2025-074, a Resolution of the City Council of the City of Palmdale approving the issuance of revenue bonds by the CMFA exempt facility bonds in an aggregate amount not to exceed $60,000,000 for the purpose of financing or refinancing the acquisition, construction, improvement, and equipping of Zenith on 25th, located at 25th Street E. and E. Ave. Q in Palmdale, and certain other matters relating thereto.

BACKGROUND

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural, and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations, and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financing.

DISCUSSION

The Borrower requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed $60,000,000 (together with a like amount of refunding bonds) (Bonds) of tax-exempt revenue bonds. The proceeds of the Bonds will be used to (1) finance or refinance the acquisition, construction, improvement and equipping of Zenith on 25th, a multifamily rental housing project located at the northwest corner of 25th St E and E Ave Q, Palmdale, California (City); and (2) pay certain expenses incurred in connection with the issuance of the Bonds.

For the Bonds to qualify as tax-exempt bonds, the City of Palmdale must conduct a public hearing (TEFRA Hearing) providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability, or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (Foundation), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Palmdale, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such a grant may be used for any lawful purpose of the City.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Reso No. CC 2025-074

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025–074

ADOPT RESOLUTION NO. CC 2025-074, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) EXEMPT FACILITY BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $60,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, AND EQUIPPING OF ZENITH ON 25TH, LOCATED AT 25TH STREET E. AND E. AVE. Q IN PALMDALE, AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Palmdale Family Apartments LP (the "Borrower") a partnership of which Lincoln Avenue Communities (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed $60,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at the northwest corner of 25th St E and E Ave Q, Palmdale, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Palmdale (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The foregoing resolutions are true and correct.

SECTION 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

SECTION 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto, to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

SECTION 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

SECTION 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of this resolution and the financing transaction approved hereby.

SECTION 6. This resolution shall take effect immediately upon its adoption

PASSED, APPROVED and **ADOPTED** this 21st day of October, 2025.

_____
Laura Bettencourt, Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Severino
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 21st day of October 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **OCTOBER 21, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
HUMAN RESOURCES DIVISION

DISTRICT: **ALL**

SUBJECT: **APPOINT TWO COUNCILMEMBERS TO SERVE ON THE CITY MANAGER SELECTION AD HOC SUBCOMMITTEE**

RECOMMENDATION

Staff recommend that City Council:

1. Appoint two Councilmembers to serve on the City Manager Selection Ad Hoc Subcommittee.

BACKGROUND

At the October 7, 2025, City Council meeting, staff was directed to initiate recruitment for the City Manager position.

Staff is requesting appointment of two Councilmembers to an ad hoc committee to review and assist in the recruitment process.

DISCUSSION

The proposed temporary Ad Hoc Committee will be made up of two councilmembers, chosen by a majority vote of the Council. The committee's role is to provide guidance and input to staff during the City Manager recruitment process.

Final hiring decisions will still be made by the full Council. The committee will be dissolved once the recruitment and appointment of a new City Manager is complete.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

C. Invest in staff and other human resource strategies to attract and retain a highly qualified, diverse and creative workforce.

Prepared by:	Janelle Samson, Director of Operations
Certified as to the availability of Funds**:**	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

None

City Council Staff Report

DATE: **OCTOBER 21, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **HOUSING DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **ADOPT ORDINANCE NO. 1662, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE REPEALING AND REENACTING CHAPTER 5.44 OF THE PALMDALE MUNICIPAL CODE (PMC) RELATING TO MOBILE HOME SPACE RENT CONTROL**

RECOMMENDATION

Staff recommend that the City Council:

1. Receive public testimony regarding Ordinance No. 1662; and,

2. Adopt Ordinance No. 1662, an Ordinance of the City Council of the City of Palmdale Repealing and Reenacting Chapter 5.44 of the PMC relating to Mobile Home Space Rent Control.

BACKGROUND

Under Chapter 5.44 of the PMC, rents for mobile home spaces are regulated to protect mobile home park residents from excessive rents, while still ensuring park owners receive a fair return on their investment.

Section 5.44.110 authorizes the City Council to periodically review this law to determine:

- Whether mobile home space rent control continues to be necessary to protect public health, safety and welfare;
- Whether the implementation of Section 5.44 has been effective; and,
- Whether revisions are needed to improve the regulation or prevent unnecessary hardship.

DISCUSSION

The City is proposing to repeal and replace Chapter 5.44 of the PMC to strengthen and clarify mobile home rent control regulations. The changes outlined in PMC Chapter 5.44

(Redline Version), aim to improve enforcement and increase transparency for both park owners and residents. Key proposed amendments include:

- Update of department definitions
  Revisions throughout the ordinance update definitions, department names, staff titles, and responsibilities to ensure flexibility and consistency with the City's organizational structure.
- New late registration penalty (Section 5.44.050(D))
  A late fee will be applied to park owners who miss the January 31st deadline to submit their annual registration. This encourages timely compliance and reduces the administrative burden of late filings.
- Update rent disclosure requirements (Section 5.44.060(B))
  Park owners will now report the maximum allowable rent for vacant spaces annually instead of semiannually. They must also provide proof of this disclosure within five days, promoting better transparency for prospective residents.
- General revisions for clarity and consistency
  Additional minor edits address legal recommendations, improve clarity, and align the ordinance with current administrative practices and best regulatory standards.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

> C. Use a variety of methods to communicate timely, useful, and trusted information about city programs, services, and policies.

Prepared by:	Sophia Reyes, Director of Housing
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Ord. No.1662
PMC Chapter 5.44 redline

CITY OF PALMDALE, A CHARTER CITY,
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1662

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE REPEALING AND REENACTING CHAPTER 5.44 OF THE PALMDALE MUNICIPAL CODE RELATING TO MOBILE HOME SPACE RENT CONTROL

A. INTENT OF THE CITY COUNCIL:

1. Section 5.44.170 of the Palmdale Municipal Code authorizes the City Council to periodically review the provisions of the Mobile Home Rent Control Ordinance to consider: whether mobile home space rent control continues to be necessary to protect the public health, safety and welfare; whether the implementation of the provisions of the Mobile Home Rent Control Ordinance are adequate; and whether the provisions of the Mobile Home Rent Control Ordinance should be amended to provide more effective regulation or to avoid unnecessary hardship; and,

2. The City Council finds that mobile home space rent control continues to be necessary to protect the public health, safety and welfare; that the implementation of the provisions of the Mobile Home Rent Control Ordinance is not entirely adequate; and that the provisions of the Mobile Home Rent Control Ordinance should be amended to provide more effective regulations.

B. ORDINANCE

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 5.44 of the Palmdale Municipal Code is hereby repealed in its entirety.

SECTION 2. Chapter 5.44 of the Palmdale Municipal Code is hereby enacted to read as follows:

"Chapter 5.44

MOBILE HOME SPACE RENT CONTROL

5.44.010 Short title.
This chapter may be cited as the "mobile home space rent control ordinance" of the City.

5.44.011 Purpose and findings.

(A) Complaints by residents of mobile home parks concerning excessive rents led the City Council to conduct hearings and, eventually, to adopt an ordinance stabilizing the rents charged for spaces in mobile home parks. The conditions in the City of Palmdale which gave rise to the adoption of the ordinance codified in this chapter still are in existence and are set forth below.

(B) Mobile home owners, unlike apartment residents or residents of other rental stock, are in the unique position of having made a substantial investment to purchase a mobile home for which they must rent a space in a mobile home park. They have also made investments in maintaining and improving those homes, as well as landscaping and exterior improvements to the mobile homes and the rental spaces on which they are located. Alternative sites for the relocation of mobile homes are difficult to find due to the restrictions on the age, size, or style of mobile homes permitted in many parks, and requirements related to the installation of mobile homes, including permits, landscaping and site preparation. Additionally, the cost of moving a mobile home is substantial and the risk of damage in moving is significant. Thus, moving a mobile home is not a feasible option if rent becomes excessive.

(C) The result of these conditions is the creation of a captive market of mobile home owners and residents. Their immobility creates an imbalance in the bargaining relationship between park owners and mobile home park residents. Because mobile homes are often owned by senior citizens, persons on fixed incomes, and persons of low and moderate income, excessive rent increases fall upon these individuals with particular harshness.

(D) The purpose of this chapter is to protect mobile home park residents from excessive rent increases, prevent exploitation of the shortage of available mobile home lots in the City, and enable mobile home owners to preserve their equity in their mobile homes, while at the same time providing a just and reasonable return to park owners.

5.44.020 Definitions.

For purposes of this chapter, the following words, terms and phrases are defined to mean:

(A) “Amortizable capital expenses” means expenses for improvements and replacements which have a useful life of at least five years and can be depreciated pursuant to U.S. or California tax codes.

(B) “Board” means the Mobile Home Park Rental Review Board of the City.

(C) “Camping trailer” means a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold for occupancy and is designed for human habitation for recreation or emergency occupancy.

(D) “City Manager” means the City Manager of the City of Palmdale, or his/her designee.

(E) “Consumer Price Index” or “CPI” means the Consumer Price Index – All Items for All Urban Consumers index published by the U.S. Department of Labor, Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim Area.

(F) “Day” means calendar day, except as otherwise expressly stated in this chapter

(G) “Director” means the Director of the Department responsible for enforcing the rent control ordinance in the City of Palmdale.

(H) “Department” means the Department responsible for enforcing rent control ordinance in the City of Palmdale.

(I) “Hearing officer” means the hearing officer selected to hear appeals of decisions of the Mobile Home Park Rental Review Board on special rent increase applications pursuant to PMC 5.44.100.

(J) “Manager” means the Manager of the Department responsible for enforcing rent control ordinance in the City of Palmdale, or their designee.

(K) “Mobile home” means a vehicle, designed or used for human habitation including a camping trailer, travel trailer, motor home and slide-in camper, when used as the principal place of habitation for the occupants thereof, and any recreational vehicle defined as a mobile home under state law.

(L) “Mobile home park” or “park” means any area of land within the City where two or more mobile home spaces are rented, or held out for rent, to accommodate mobile homes used for human habitation.

(M) “Mobile home park housing services” or “housing services” means services connected with use or occupancy of a rental space in a mobile home park that are provided to residents for the rent charged for a space including, but not limited to, utilities, ordinary repairs, replacement and maintenance, laundry facilities, recreational facilities, a resident manager, refuse removal, parking, street cleaning and maintenance, and other benefits, privileges, facilities or terms and conditions of the residency.

(N) “Mobile home space” or “space” means the site within a mobile home park intended, designed or used for the location or accommodation of a mobile home and any accessory structures or appurtenances attached thereto or used in conjunction therewith.

(O) “Motor home” means a vehicular unit built on or permanently attached to a self-propelled motor vehicle chassis, chassis cab or van, which becomes an integral part of the completed vehicle, designed for human habitation for recreational or emergency occupancy.

(P) “Operate the park in a manner that is designed to protect the safety of its residents” means the circumstance when an owner reasonably cooperates with local law enforcement to reduce or prevent crime within the park.

(Q) “Owner” means the owner or operator of a mobile home park or an agent or representative authorized to act on behalf of the owner or operator in connection with the maintenance or operation of such park.

(R) “Rehabilitation work” means any renovation or repair work completed on or in a mobile home park which was performed in order to comply with the direction or order of a public agency or to repair damage resulting from fire, earthquake or other casualty.

(S) “Rent” or “space rent” means the consideration paid for the use or occupancy of a mobile home space and the provision of mobile home park housing services.

(T) “Residency” means the right or entitlement of a mobile home owner, or subresident of a mobile home owner, to use, occupy, and place a mobile home on a rental space in a mobile home park and to related housing services.

(U) “Resident” means a person who has a residency in a mobile home park, including an owner of a mobile home, a subresident of a mobile home, or any other person with a lawful residency in a mobile home.

(V) “Resident, prospective” means a prospective purchaser of a mobile home in a mobile home park who has applied for park residency. “Prospective resident” also means a prospective subresident of a prospective purchaser of a mobile home park who has applied for a park residency.

(W) “Serve” or “service” means, except as otherwise expressly provided in this chapter, the date of personal delivery of any notice on the addressee, or two business days after deposit of notice in the U.S. mail, by first class mail, postage prepaid. “Serve” or “service” also means any other method of delivery mutually agreed upon by the parties.

(X) “Slide-in camper” means a portable unit, consisting of a roof, floor and sides, designed to be loaded onto and unloaded from the bed of a pickup truck, and designed for human habitation for recreational or emergency occupancy, and includes a truck camper.

(Y) “Subresident” means any person who sub-rents or leases a mobile home from any resident in a park.

(Z) “Travel trailer” means a portable unit, mounted on wheels, of such size and weight as not to require special highway movement permits when drawn by a motor vehicle, and for human habitation for recreational or emergency occupancy.

(AA) “Vacancy” means the existence of a space on which no mobile home is located or a transfer of ownership of a mobile home which remains in a park; provided, however, that transfer of ownership shall not include transfers to a spouse, former spouse, parent, child, trustee, conservator, heir, joint resident or personal representative of a homeowner’s estate who acquires ownership of a mobile home through the death of a homeowner; and provided further, that a space shall not be deemed vacant if it is unoccupied solely because a mobile home has been removed so that a resident may replace it with a new mobile home.

5.44.030 The Mobile Home Park Rental Review Board.

(A) The Mobile Home Park Rental Review Board is hereby established and shall consist of five members. Each board member shall be nominated in accordance with PMC 2.08.030 by each of the City Council members.. No member of the Board shall be a resident or owner of a mobile home park, or an employee of a park owner; and no member shall have a financial interest (as defined by state law) in any mobile home or mobile home park, or have a parent, child, spouse or sibling with any such financial interest. Each member shall file a declaration to this effect with the City Clerk prior to his/her appointment to the Board. All members shall be residents of the City.

(B) Three members shall constitute a quorum for the purpose of conducting a hearing or meeting. Decisions of the Board shall be made by a majority vote of the members present.

(C) The terms of the Board members shall be staggered with three members serving a coextensive term and the other two members serving another coextensive term. Appointments shall be made in accordance with and subject to the following procedures:

(1) The initial Board shall contain three members who shall each be appointed for a three-year term to end on June 30th of the third year following appointment, or until a successor is appointed. The other two members shall each be appointed for a two-year term to end on June 30th of the second year following appointment, or until a successor is appointed. Thereafter, each member shall be appointed for a two-year term to end on June 30th of the second year following the appointment or until a successor is appointed.

(2) All members serve at the pleasure of the City Council, and any member may be removed, with or without cause, by a majority vote of the City Council. Should a vacancy exist, an appointment shall be made for the unexpired portion of the term.

(D) If a member of the Board is absent from two successive meetings without being excused by the Board, the office of such member shall be vacated and the Manager or their designee shall immediately notify the City Manager, who shall notify the Mayor and City Council that said office is vacant. Upon such notification, a successor shall be appointed in accordance with PMC 2.08.030 for the remainder of the term of such member.

(E) The Board shall conduct an annual meeting not later than the last day of February of each year to hear public comments and a report on the prior calendar year's actions. The Board shall hold such other hearings or meeting as often as may be necessary for the Board to discharge its duties hereunder. The Board shall establish the time of any hearings or meetings held pursuant to this chapter, and such hearings or meetings shall be held at a City facility.

(F) The Board shall elect one of its members as Chairperson at the start of the annual meeting.

(G) The duties and responsibilities of the Board shall include the following:

(1) The Board shall make any recommendations it deems appropriate to the City Council regarding the implementation and enforcement of the provisions of this chapter.

(2) The Board shall hear special rent increase applications and determine whether to approve or disapprove a rent increase in the manner provided in PMC 5.44.080 and 5.44.090.

(H) Board members may be compensated for their services in an amount established by resolution of the City Council and may receive reimbursement as provided by the City Council for traveling and other reasonable expenses incurred while on official duty. (Ord. 1449 § 1, 2013)

5.44.040 Base rent.

(A) Except as provided in this chapter, an owner shall not demand, accept or retain rent for a mobile home space exceeding the rent in effect for the space on November 12, 1981. If a previously rented mobile home space was not rented on November 12, 1981, the owner shall not demand, accept or retain rent for the space exceeding the rent in effect during the last month the space was rented prior to November 12, 1981. If a mobile home space is rented for the first time after November 12, 1981, the owner shall not demand, accept or retain rent for the space exceeding the rent first charged for the space. No owner shall send a notice containing the specific amount of a proposed rental increase prior to receiving approval of a rent increase from the City.

(B) For purposes of determining a permissive rent increase pursuant to PMC 5.44.070, “base rent” shall have the meaning set forth in PMC 5.44.070(D) and (E).

(C) For purposes of determining a special rent increase pursuant to PMC 5.44.080, “base rent” shall have the meaning set forth in PMC 5.44.080.

5.44.041 Lease regulations.

(A) No owner may require, directly or indirectly, that any resident or prospective resident sign a lease or rental agreement that provides that a space shall be exempt from the rent control provisions of this chapter, or provides for space rent in excess of the amount permitted by this chapter as a condition of residency in the park, and no owner may deny residency to a prospective purchaser of a mobile home in the park on the grounds that the prospective purchaser will not sign such a lease or rental agreement.

(B) No owner shall misrepresent any rent increase approved by the City under this chapter, or misrepresent the status of any rent increase application submitted by the owner to the City, as an inducement to cause a prospective resident to enter into a lease or rental agreement that will be exempt from the rent control provisions of this chapter.

(C) No owner shall directly or indirectly threaten a prospective resident with a rent increase not permitted under this chapter as an inducement to cause the prospective resident to enter into a lease or rental agreement that will be exempt from the rent control provisions of this chapter.

(D) No owner shall withhold or conceal the existence of this chapter upon any written or verbal inquiry by any prospective resident.

5.44.050 Registration.

(A) Every mobile home park shall file an initial registration statement and annual registration statement, on a form provided by the City. Any registration statement submitted to the City pursuant to this section shall be submitted with a registration fee, in an amount to be established by resolution of the City Council. No registration statement shall be deemed complete by the City without the required registration fee.

(B) Initial Registration. No later than January 31st of said year, each owner shall file an initial registration statement with the Department, under penalty of perjury, on a form approved by the City, which includes or attaches the following information and documents:

(1) The complete name, address (including street address, and mailing address if different from street address), telephone number, e-mail, and fax number (if any)

of the owner of record of the park. As used in this subsection, “owner” means the individual, firm or entity that actually owns the park;

(2) The complete name, address (including street address, and mailing address if different from street address), telephone number, e-mail, and fax number (if any) of the management company or other operator of the park (if different from the owner);

(3) The complete name, address (including street address, and mailing address if different from street address), telephone number, e-mail, and fax number (if any) of the on-site manager of the park;

(4) Each type of utility and service or amenity included in the space rent;

(5) Each type of utility, service and amenity separately charged from the space rent, the amount charged per space as of the date of the initial registration, and if the amount varies from month to month, the methodology for setting the charges;

(6) A list of amenities and hours of operation provided in the park;

(7) A list of spaces that became vacant over the prior 12 months, the date that each space last became vacant and the rent charged commencing upon such vacancy;

(8) Copies of the rent rolls for the park for the preceding 12 months;

(9) Copies of any disclosures provided, pursuant to Civil Code Section 798.74.5, to prospective mobile home owners within the preceding 12 months; and

(10) Any other information or documentation deemed necessary by the Manager, or their designee, for administration of this chapter.

(C) Annual Registration. No later than January 31st of each subsequent year, each owner shall file an annual registration statement with the Department, under penalty of perjury, on a form provided by the City, setting forth complete information for each of the categories listed in subsection (B) of this section, which covers the time period since the prior registration statement.

(D) Penalty for Late Registration. Any owner who fails to file the annual registration statement required under subsection (C) by January 31st of each year shall be subject to a one-time late registration penalty fee of two hundred fifty dollars ($250.00). The penalty shall not exempt the owner from their obligation to submit a completed registration, nor from any additional enforcement actions deemed necessary by the Department.

(E) Registration upon Change of Park Ownership. Within 30 days of a change of ownership of the park, the new owner shall file a registration statement with the Department, under penalty of perjury, on a form approved by the City, setting forth the information required by subsections (B)(1), (2) and (3) of this section for the new owner, and any other changed information from the prior registration statement.

(F) The Manager or their designee shall have the authority to request any additional information or documentation from the owner upon review of the registration form, should the registration form be incomplete, or indicate a potential violation of this chapter. No registration shall be deemed complete until the Manager, or their designee, issues a written determination to the owner that the owner submitted all information required by this chapter. Within 30 days after a registration form is submitted, the Manager, or their designee, shall either notify the owner that the registration form is complete, or notify the owner as to what information or documentation is required in order to complete the registration process.

(G) No owner shall impose or receive approval of a permissive rent increase under PMC 5.44.070 or a special rent increase under PMC 5.44.080, unless the park has satisfied the registration requirements, fees paid, and is fully registered pursuant to this section.

5.44.060 Rent increases upon vacancies.

(A) Commencing on January 31st of said year, and every twelve months thereafter, the owner of any mobile home park in the City shall post in a conspicuous location in the park, which is accessible to all park residents, a notice setting forth the maximum rent which will be charged for any space in the park which becomes vacant during the following twelve months. If the park charges different rents depending upon the type of space or the size of the coach which occupies the space, the notice shall contain the maximum rent which will be charged for each such category. The notice shall be on a form approved or provided by the City.

(B) 5 days after the posting of the notice referred to in subsection (A) of this section, the owner shall provide to the Department a copy of the notice which is to be posted in the park and a photo of the posted notice with a date stamp. At that time, the park owner shall also submit to the Department the following information in a form acceptable to the City:

(1) All of the spaces in the park which became vacant during the preceding six-month period;

(2) The rent level which is being charged for any space which has been re-rented;

(3) The date(s) that each space was re-rented, and the complete name of each signatory to the lease or rental agreement for each space that was re-rented;

(4) The type and duration of the lease or rental agreement for each space which has been re-rented;

(5) Whether the residents are billed separately for any utilities and, if so, which utilities are billed separately from the rent; and

(6) Whether there are any other fees or charges which are billed separately from the rent and, if so, the identity and amount of such charges. (The fact that other fees or charges are being billed separately from the rent shall not imply that the City has approved such additional fees or charges.)

(C) The rent for a mobile home space may be increased by any amount upon a vacancy; provided:

(1) That the residency is terminated voluntarily by the resident(s) or lawfully terminated for just cause pursuant to State law;

(2) That the owner has complied with the requirements of subsections (A) and (B) of this section;

(3) That the rent which is charged does not exceed the maximum amount for the applicable category of space as set forth in the notice which was last posted by the park owner or operator pursuant to subsection (A) of this section.

5.44.070 Annual permissive rent increases.

(A) Subject to the requirements of this section, the rent for a mobile home space may be increased once every 12 months by the lesser of (1) 75 percent of the increase in the CPI over the prior calendar year, or (2) five percent of the current space rent, in accordance with the following provisions. This space rent increase shall be known as a “permissive rent increase.”

(B) Limitations.

(1) A permissive rent increase application for one or more mobile home spaces shall not be noticed to residents or approved more frequently than once in any 12-month period.

(2) A permissive rent increase shall not be implemented on any space or spaces in a park more frequently than once in any 12-month period.

(3) If a space was previously exempt from rent regulation under this chapter pursuant to a long-term lease or rental agreement, and the City authorizes or approves a permissive rent increase during the calendar year in which the lease or rental agreement expires, the

permissive rent increase shall not be imposed on or collected from that previously exempt space. In such a circumstance, a permissive rent increase shall not be imposed on that previously exempt space unless the permissive rent increase is approved or authorized on or after January 1st in the calendar year which commences at least 12 months after date of expiration of the lease or rental agreement. No retroactive imposition of any previously approved permissive rent increase shall be allowed.

(4) An owner shall not impose a permissive rent increase on any space or spaces within 12 months of a rent increase imposed on any of the spaces pursuant to a vacancy. In such a circumstance, a permissive rent increase shall not be imposed on the space that received a vacancy increase unless the permissive rent increase is approved or authorized on or after January 1st in the calendar year which commences at least 12 months after imposition of the vacancy increase. No retroactive imposition of any previously approved permissive rent increase shall be allowed.

(5) A permissive rent increase shall not be imposed on a space or spaces less than 12 months after imposition of a permissive rent increase pursuant to this section or a special rent increase pursuant to PMC 5.44.080.

(6) Banking of permissive rent increases is prohibited.

(a) An owner may charge less than the permissive rent increase authorized by this section. However, if an owner fails to implement the full amount of a permissive rent increase in the calendar year in which it was authorized or approved by the City pursuant to this section, the owner shall be prohibited from demanding, charging, implementing or collecting the full permissive rent increase in any subsequent year. During the calendar year in which the permissive rent increase was authorized or approved, the owner may, upon proper notice pursuant to state law, implement the full amount of the approved permissive rent increase at any time, which such permissive rent increase shall operate in a prospective manner only. If an owner fails to charge the full amount of an authorized or approved permissive rent increase at any time, no retroactive recovery of any portion of that permissive rent increase not previously collected from the resident shall be recoverable at any time.

(b) Following approval of an initial permissive rent increase under subsection (D) of this section, or an annual permissive rent increase under subsection (E) of this section, for purposes of determining a subsequent annual permissive rent increase under subsection (E) of this section, the space rent actually charged during the prior 12 months shall be the base rent to be used for purposes of determining the new annual permissive rent increase for each space.

(i) If an owner receives approval of a permissive rent increase but thereafter charges only a portion of the authorized or approved permissive rent increase during that same calendar year, the actual rent charged shall be the base rent used in determining the subsequent permissive rent increase.

(ii) If an owner receives approval of a permissive rent increase and charged the full amount of the authorized or approved permissive rent increase for only a portion of the calendar year in which the permissive rent increase was approved, the space rent in effect as of December 31st of that calendar year shall be the base rent for purposes of determining the subsequent permissive rent increase.

(c) Following the City's approval of a permissive rent increase under this section, if the new space rent actually charged to a resident by the owner is less than the authorized or approved permissive rent increase, the owner shall also include that actual rent charged in the rent schedule provided to the City under subsection (E) of this section and in the park's registration statement provided pursuant to PMC 5.44.050.

(C) Any application submitted under this section for a permissive rent increase shall be accompanied by the filing fee as may be set by resolution of the City Council from time to time.

(D) Initial Permissive Rent Increase.

(1) Within 45 days of the effective date of the ordinance codified in this section, the Manager, or their designee, shall notify all owners of the initial permissive rent increase determined under this subsection (D).

(2) Method of Calculation.

(a) The Manager, or their designee, shall determine the CPI increase. As used herein, "CPI increase" means 75 percent of the percentage increase in the CPI over the prior 12 months. The CPI increase shall be determined by measuring the percentage increase in the CPI from December 31, 2007, to December 31, 2008, in accordance with the following procedure: the December 31, 2007, CPI shall be subtracted from the December 31, 2008, CPI. The resulting sum shall then be divided by the December 31, 2007, CPI. The resulting fraction shall then be multiplied by 100, and then by 75 percent.

(b) The "December 31, 2008, CPI" means the CPI last reported by the U.S. Department of Labor, Bureau of Labor Statistics, as of that date.

(c) The "December 31, 2007, CPI" means the CPI last reported by the U.S. Department of Labor, Bureau of Labor Statistics, as of that date.

(d) The amount determined under subsection (D)(2)(a) of this section shall be known as the “CPI increase.”

(3) New Space Rent. Subject to the limitations contained in subsection (B) of this section, each owner shall thereafter be entitled to increase the base rent for each space regulated under this chapter by the lesser of (a) the CPI increase or (b) five percent of the base rent for each space. This rent increase shall be referred to as the “initial permissive rent increase.”

For purposes of determining an initial permissive rent increase under this subsection (D), the base rent shall be the lawful rent in effect as of December 3, 2008.

(E) Annual Permissive Rent Increase.

(1) Not later than February 15th of each subsequent year, the Manager, or their designee, shall notify all owners of the annual permissive rent increase determined under this subsection (E).

(2) Method of Calculation.

(a) The Manager, or their designee, shall determine the CPI increase. As used herein, “CPI increase” means 75 percent of the percentage increase in the CPI over the prior 12 months. The CPI increase shall be determined by measuring the percentage increase in the CPI over the prior 12 months in accordance with the following procedure: the prior CPI shall be subtracted from the current CPI. The resulting sum shall then be divided by the prior CPI. The resulting fraction shall then be multiplied by 100 and then by 75 percent.

(b) The “current CPI” means the CPI most recently reported by the U.S. Department of Labor, Bureau of Labor Statistics, as of December 31st of the prior year.

(c) The “prior CPI” means the CPI used in approving the prior initial permissive rent increase or the prior annual permissive rent increase pursuant to this section. If a special rent increase was the most recent rent increase approved under this chapter, the “prior CPI” means the CPI used in approving a special rent increase under PMC 5.44.080. If the most recent rent increase was based on a vacancy increase pursuant to PMC 5.44.060, the “prior CPI” means the CPI in effect on the date of any rent increase upon vacancy.

(d) The amount determined under subsection (E)(2)(a) of this section shall be known as the “CPI increase.”

(3) New Space Rent. Subject to the limitations contained in subsection (B) of this section, each owner shall thereafter be entitled to increase the base rent for each space regulated under this chapter by the lesser of (a) the CPI increase or (b) five percent of the base rent

for each space. The lesser of these two numbers shall be referred to as the “annual permissive rent increase.”

(4) Base Rent to Determine Annual Rent Increase. For purposes of determining an annual permissive rent increase pursuant to this subsection (E), the space rent actually charged for each space as of December 31st of the prior calendar year shall be the base rent for purposes of determining the new permissive rent increase, as determined in accordance with this section.

(F) Notice of the initial permissive rent increase or annual permissive rent increase determined in accordance with this section shall be sent to the affected residents by the owner in accordance with applicable law.

(G) Concurrently with service of notice to the residents of the initial permissive rent increase or the annual permissive rent increase, the owner shall also serve notice of the permissive rent increase imposed on each space to the City, by filing a rent schedule with the City setting forth:

(1) The space rents in effect for the subject spaces immediately prior to the owner’s determination of the permissive rent increase;

(2) The dollar amount of the permissive rent increase for each space; and

(3) The new rent actually charged for each space.

(H) Any resident may file a protest against the proposed initial or annual permissive rent increase for which notice has been received from the owner. The protest must be filed with the Manager, or their designee, on the City-approved form and accompanied by all supporting documentation, within 15 days of service of notice of the proposed rent increase by the owner on the resident. The resident shall serve a copy of his/her protest on the owner at the same time as the resident files the protest with the City. Failure of a resident to file his/her protest within 15 days of service of the notice shall constitute a waiver of the resident’s right to protest, and the proposed initial or annual permissive rent increase shall be final.

(I) The Manager, or their designee, upon receipt of the protest, shall review the protest and determine if it is timely and complete. If the protest is not timely, the Manager, or their designee, shall notify the resident that the protest is untimely, and that the proposed permissive rent increase may be charged by the owner upon expiration of the notice period required by state law. If the protest is not complete, the Manager, or their designee, shall notify the resident that the protest is not complete and shall request any additional information or documentation that must be submitted in order for the Manager, or their designee, to deem the protest complete. The Manager, or their designee, shall not declare

the protest complete until all requested information is submitted to the City by the resident. If the resident does not submit the requested information or other documentation to the City by the fifteenth day following service of the Manager's, or their designee, request for additional information, the protest shall be deemed denied, and the Manager, or their designee, shall provide written notice to the owner and appellant confirming the denial of the protest, and advising the owner and appellant that the proposed permissive rent increase shall be final.

(J) Within 20 days after the Manager, or their designee, deems the protest complete, the Director shall issue a written decision on the protest, which shall be served on the appellant and the owner.

(K) If the Director denies the protest, the proposed permissive rent increase shall become effective in accordance with the terms listed in the owner's notice of rent increase. If the Director sustains the protest, the Director shall have the authority to approve a modified permissive rent increase or deny the proposed permissive rent increase in accordance with the provisions of this section. Any modified permissive rent increase approved by the Director pursuant to this subsection shall not be effective until expiration of the 90-day notice of rent increase required under Civil Code Section 798.30.

(L) The Director shall sustain the protest if he/she makes any of the following findings:

(1) The notice of permissive rent increase was sent more frequently than once in any 12-month period.

(2) The owner imposed an initial permissive rent increase or an annual permissive rent increase on a space within the 12-month period immediately preceding the proposed effective date of the new permissive rent increase.

(3) The space was previously exempt from rent regulation under this chapter pursuant to a long-term lease or rental agreement, and the proposed initial permissive rent increase or the proposed annual permissive rent increase would be imposed on the space within 12 months of the expiration of the lease or rental agreement.

(4) The proposed initial permissive rent increase or annual permissive rent increase would be imposed on any space within 12 months after a vacancy increase was imposed on that space.

(5) The proposed permissive rent increase exceeds the lesser of the CPI increase or five percent of the base rent, as determined under subsection (D) or (E) of this section. In such event, the Director g shall approve a permissive rent increase that does not exceed the lesser of the CPI increase or five percent of the base rent.

(6) The proposed permissive rent increase violates the prohibition on banking set forth in subsection (B) of this section.

(7) If the Director finds that the park is not currently registered as required by PMC 5.44.050, the Director shall sustain the protest unless the owner immediately registers the park in compliance with PMC 5.44.050.

(M) A protest may be filed by one or more residents in the park. Failure of a resident to file a protest under this section shall not preclude the Director from issuing a decision applicable to all of the spaces in the park as provided in subsection (N) of this section.

(N) If the Director sustains the protest, the Director shall issue a written decision setting forth the basis for his/her findings, and specifying the space(s) to which the protest has been sustained. Failure of a resident to appeal on behalf of all spaces shall not preclude the Director from sustaining the protest as to all spaces if the Director finds that the limitations of this section would otherwise be violated. The Director , in his/her decision on the protest, shall specify if the decision applies to only the space(s) subject to the protest, or to all spaces in the park.

(O) The decision of the Director on any protest under this section shall be final and not subject to any right of appeal.

(P) Upon final approval of a permissive rent increase, the owner shall not charge the resident rent in excess of that rent permitted under the permissive rent increase, except based on a subsequent rent increase approved in accordance with this chapter. Following receipt of the Director's decision, the owner shall submit a modified rent schedule to the City containing the rents actually charged to the residents based on the Director's decision under subsection (J) of this section, and shall include the new rents in the subsequent annual registration required under PMC 5.44.050.

5.44.080 Special rent increases by application to the Board.

(A) Introduction. An owner may seek a special rent increase in addition to those permitted by PMC 5.44.060 and 5.44.070 pursuant to the procedures and requirements of this section. The owner shall bear the burden of proof and shall provide the evidence to justify a special rent increase under subsections (H), (I) and (J) of this section. No special rent increase shall be granted unless supported by the substantial evidence submitted at the hearing. It is the intent of this section to establish rents at a level which will provide owners with a fair and reasonable return while protecting the residents from excessive rent increases. Applications for a special rent increase shall be filed by the owner with the Department based on the provisions of this chapter and any regulations adopted by the City Council or the City Manager to implement this chapter.

(B) Limitations.

(1) A special rent increase application under this section shall not be filed for a park more frequently than once in any 12-month period.

(2) For any space previously exempt from rent regulation pursuant to a long-term lease or rental agreement, a special rent increase shall not be imposed on that space until 12 months after that space comes under this chapter. No retroactive imposition of any previously approved special rent increase shall be allowed.

(3) For any space which received a vacancy increase under PMC 5.44.060, a special rent increase shall not be imposed on that space until 12 months after the effective date of the vacancy increase. No retroactive imposition of any previously approved special rent increase shall be allowed.

(C) Presumptions. Subsection (H) of this section provides for special rent increases under a maintenance of net operating income ("MNOI") formula. It is presumed, in the absence of evidence to the contrary, that the MNOI formula provides a fair and reasonable return. Subsection (I) of this section authorizes an application for a special rent increase under an MNOI formula, based on modifications or readjustments to the base year net operating income ("NOI"). Subsection (J) of this section authorizes an application for a special rent increase where the owner contends that he/she cannot receive a fair return notwithstanding the MNOI rent increases allowed under subsection (H) or (I) of this section.

(D) Filing Fee. Any application submitted under this section for a special rent increase shall be accompanied by the filing fee as may be determined by resolution of the City Council from time to time.

(E) An MNOI special rent increase application may be filed with the Department under subsection (H) of this section without filing an application under subsection (I) or (J) of this section. An application for an MNOI special rent increase may be filed under subsection (I) of this section without filing an application under subsection (H) or (J) of this section. However, an application for a special rent increase under subsection (J) of this section shall not be filed unless an MNOI application under Subsection (H) or (I) of this section is also concurrently filed, and the two applications shall be heard together. If the owner fails to meet his/her burden of proof to justify a special rent increase under subsection (J) of this section, the Board shall have the authority to grant an MNOI special rent increase under subsection (H) or (I) of this section if there is substantial evidence in the record to support a special rent increase under subsection (H) or (I) of this section. If the owner fails to meet his/her burden of proof, based on substantial evidence, to justify

any special rent increase under subsection (H), (I) or (J) of this section, the Board shall deny any special rent increase.

(F) Required Information and Documentation. An application submitted to the Department by an owner for a special rent increase under this section shall contain all information and documentation necessary for the Manager, or their designee, to deem the application complete. For purposes of this section, the term “complete” means payment of the required filing fee as may be established by resolution of the City Council from time to time pursuant to subsection (D) of this section, and all of the following:

(1) For a park’s MNOI rent increase application under subsection (H) of this section, information and documentation establishing the following: the park’s income and expenses in calendar year 2005 (or for the base year as defined in subsection (G)(2)(a) of this section if the owner previously received an MNOI rent increase or other special rent increase under subsection (H) of this section); the park’s income and expenses for the current year; the park’s income and expenses in each of the last five years; if the owner previously received a special rent increase under this section, the park’s income and expenses since its last special rent increase; and such other information and documentation necessary and relevant for the City and its experts to complete their analysis and for the Board to properly determine whether the owner is entitled to an MNOI calculation under subsection (H) of this section.

(2) For a park’s application for a readjusted base year MNOI rent increase under subsection (I) of this section, all information and documentation required by subsection (F)(1) of this section, and additional information and documentation establishing: the park’s purchase price; capital improvements made by the owner in calendar year 2005; capital improvements made by the owner in the current year; the factual basis and supporting evidence for the owner’s contention that the park’s 2005 operating expenses were unusually high or low despite prudent business practices; the factual basis and supporting evidence for the owner’s contention that capital improvements that were made in calendar year 2005 but not reflected in rent increases collected during 2005; the factual basis and supporting evidence for the owner’s contention that unusual repairs made in calendar year 2005, including but not limited to the reasons for those repairs; the factual basis and supporting evidence for the owner’s contention that the park had unusually high or low expenses in calendar year 2005, including but not limited to the reasons for those expenses; the factual basis and supporting evidence for the owner’s contention that rents during calendar year 2005 were disproportionately low because the rents were not established in an arm’s-length transaction; the factual basis and supporting evidence for the owner’s contention that rents in calendar year 2005 were low when compared to rents being charged in comparable mobile home parks in the City and comparable mobile home parks in comparable surrounding areas, including evidence to establish the comparability

of the other mobile home parks and the comparability of surrounding areas; the return earned by the owner in calendar year 2005; and such other information and documentation as is necessary and relevant for the City and its experts to complete their analysis and for the Board to properly determine whether the owner is entitled to a readjusted MNOI rent increase under any of the factors listed in subsection (H) of this section.

(3) For an application for a fair return special rent increase under subsection (J) of this section, information and documentation establishing: the park's purchase price, the park's income and expenses in the calendar year 2005 (or other base year as defined in subsection (G)(2)(a) of this section, if the owner previously received a special rent increase under this section); the park's income and expenses for the current year; the park's income and expenses in each of the last five years; the park's income and expenses since its last special rent increase; capital improvements made by the owner in calendar year 2005 (or other base year as defined in subsection (G)(2)(a) of this section, if the owner previously received a special rent increase under this section), capital improvements made by the owner in the current year and each of the last five years; other information and documentation supporting the owner's contention that the return earned by the mobile home park is not just and reasonable; and such other information and documentation as is necessary and relevant for the City and its experts to complete their analysis and for the Board to properly determine whether the owner is entitled to a fair return special rent increase under subsection (J) of this section.

(4) For any application submitted under this section, all information and documentation concerning any rent increases imposed by the owner based on approval of any permissive rent increases under PMC 5.44.070 for the base year, and in each of the years up to and including the current year; and all annual permissive rent increases noticed, imposed, or proposed to be imposed, between submittal of the special rent increase application and the Board's determination under PMC 5.44.090.

(5) An application shall not be deemed complete until information and documentation, as set forth in this section, has been provided. An application shall not be set for hearing before it is deemed complete. If an owner fails to submit a complete application within 60 days of the City's request for additional information, the application shall be deemed withdrawn. The owner shall be credited with any unused filing fee as of the date of withdrawal. Upon withdrawal of the application, the owner shall be required to submit a new application if he/she wishes for the City to consider a special rent increase application under this section.

(6) The determination by the Department that an application is complete under this subsection (F) shall not preclude the Board from requesting additional information or

documentation deemed necessary and relevant by the Board to evaluate the application and determine whether the owner is entitled to a special rent increase under this section.

(G) Definitions. For purposes of this section, the following words, terms and phrases are defined to mean:

(1) “Base rent” means the lawfully charged space rent for a space pursuant to this chapter.

(2) “Base year” means calendar year 2005, except as provided in subsections (G)(2)(a) and (b) of this section:

(a) Following approval by the City of a special rent increase under this section, “base year” means the year for which the special increase has been requested.

(b) In the event a park received a rent increase under predecessor PMC 5.44.060 (Ord. 1304 § 4, 2007; Ord. 867 § 4, 1990; Ord. 556 § 2, 1985), the “base year” shall be calendar year 2005.

(3) “Base year Consumer Price Index” or “base year CPI” means the average CPI reported by the U.S. Department of Labor, Bureau of Labor Statistics, for calendar year 2005, or such other base year determined under subsection (G)(2) of this section.

(4) “Base year net operating income” or “base year NOI” means base year gross income minus base year operating expenses.

(5) “Comparable park” means a park which has similar quality, number and type of amenities, construction and services, is located in a similar neighborhood and provides similar access and proximity to schools, medical and educational facilities, recreation, entertainment, parks, shopping and other services and amenities and is similarly maintained as the applicant’s park.

(6) “Current year” means the 12-month period immediately preceding the date of submittal of a complete application for a special rent increase.

(7) “Current year CPI” means the average CPI reported by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period immediately preceding the date of submittal of a complete application for a special rent increase.

(8) “Current year net operating income” or “current year NOI” means current year gross income minus current year operating expenses.

(9) “Gross income” includes:

(a) Space rents. For any park which received a prior annual permissive rent increase or prior special rent increase, “space rents” shall include the amount of space rents authorized pursuant to the most recent annual permissive rent increase as provided in

PMC 5.44.070, or the amount of space rents that were determined to be necessary by the Board (or hearing officer) in the most recent prior decision to enable the owner to earn a fair return as provided in subsection (L)(5) of this section, whether or not such approved space rents were actually collected by the owner.

(b) Security deposits and late fees.

(c) Fees collected for services and amenities not included in space rent such as fees for recreational vehicle storage, cable TV, security, use of recreational facilities, income from coin-operated facilities.

(d) Collections for sub-metered utility service in excess of that paid by the park to the utility company, except that “gross income” shall not include collections for sub-metered utility services provided by utilities regulated by the California Public Utilities Commission (“PUC”) (including but not limited to gas and electric services).

(e) Any other income received in connection with use, occupancy or operation of the park.

(10) “Operating expenses” include:

(a) License fees.

(b) Real property taxes and assessments.

(c) Utility costs, except as provided in subsection (G)(9)(d) of this section.

(d) Insurance.

(e) Management expenses (owner performed or contracted), including reasonable advertising, accounting and managerial expense. Management expenses are presumed to be the same percentage of gross income as incurred in the base year unless the applicant produces evidence sufficient to justify that expenses increased at a higher rate despite prudent management. In the event the base year expenses are not available, they shall be estimated by taking the current expenses and decreasing them downward according to the CPI between the base year and the application year, as modified for any adjustments based on a difference between owner-managed and contracted-management in the park between the base year and current year, unless the applicant produces substantial evidence to establish that management expenses increased at a higher rate despite prudent management.

(f) Normal repairs and maintenance, including but not limited to painting, cleaning, landscaping, repair of all standard services including plumbing, carpeting, electrical, furnished appliances and recreational facilities.

(g) Operating supplies such as janitorial supplies, gardening supplies, stationery, and similar items.

(h) Amortizable capital expenses. The amount of any amortizable capital expense shall be divided by the number of years in its useful life and only the dividend thereof shall be utilized as an operating expense for any given year in performing the MNOI or fair return calculations.

(i) Allowable legal expenses. Allowable legal expenses include reasonable attorneys' fees and costs incurred in connection with successful actions to evict residents or recover back rent and matters pertaining to the operation of the park, and reasonable attorneys' fees and costs incurred in connection with preparation of the rent increase application. Allowable legal expenses shall be divided by the number of years of their useful life or other reasonable basis, and only the dividend thereof shall be used as an operating expense for any given year in performing the NOI calculations or fair return calculations.

(11) "Operating expenses" shall not include:

(a) Debt service, including but not limited to mortgage principal and interest payments, and any other form of debt service.

(b) Land lease payments.

(c) Fees or penalties imposed for violation of the Mobilehome Residency Law (California Civil Code Section 798, et seq., or any other City, county, state or federal law.

(d) Fees based on the form of ownership of the park, and any governmental fees, charges or assessments imposed based on the form of ownership of the park.

(e) Expenses of any kind reimbursed by insurance or a fee charged to the residents.

(f) Any expenses which resulted due to the owner's failure to undertake prudent and ongoing maintenance activities or activities required by law; or costs which were caused by unnecessary and unreasonably deferred negligent, or otherwise improper repair and/or maintenance or other act or unreasonable omissions of the owner.

(g) Any sub-metered utility expenses related to, resulting from or arising out of any utility services regulated by the PUC (including gas and electricity services).

(h) Allowable legal expenses shall not include (i) attorneys' fees, costs and other legal expenses incurred in actions filed against the City, the Board or the hearing officer; (ii) attorneys' fees, costs and other legal expenses incurred in connection with the form of ownership of the park; and (iii) attorney's fees, costs and other legal expenses incurred in connection with complying with applicable provisions of federal, state or local law with regard to the operation of the park (including legal expenses incurred resulting from any

civil or criminal code enforcement violations by the owner, or legal expenses incurred in any pending and unresolved cases defending the owner against any alleged civil or criminal code violations).

(12) Modifications to Operating Expenses.

(a) In calculating operating expenses for any year, when: (i) an expense item for a particular year is not representative; or (ii) in the case of base year expenses, when the expense is not a reasonable projection of average past expenditure for that item; or (iii) in the case of current year expense, when the expense is not a reasonable projection of future expenditures of that item, said expense shall be averaged with other expense levels for other years or amortized or adjusted by the CPI or may otherwise be adjusted in order to establish an expense amount for that item which most reasonably serves the objectives of obtaining a reasonable comparison of base year and current year expenses.

(b) In the event the applicant did not own the park in the base year, the operating expenses for the base year shall be determined based upon the actual operating expenses of the owner during the base year. Where actual figures are not available (such as if the records no longer exist or are not obtainable notwithstanding reasonable and good faith efforts by the applicant to obtain the records from the actual owner), the Board may consider the actual operating expenses for the first calendar year that the applicant owned the park, discounted to the base year by the percentage change in the CPI between the base year and the current year.

(13) Reasonableness of Operating Expenses. The owner shall have the burden of proving that all operating expenses are reasonable. Whenever a particular expense exceeds the normal industry or other comparable standard, the owner shall bear the burden of establishing the reasonableness of the expense. To the extent that the Board finds any such expense to be unreasonable, the Board shall adjust the expense to reflect the normal industry or other comparable standard.

(H) Maintenance of Net Operating Income Special Rent Increase (MNOI Rent Increase). It shall be presumed in the absence of evidence to the contrary presented pursuant to this subsection, or subsections (I) and (J) of this section, that the NOI earned by the mobile home park in the base year provided a just and reasonable return to the park. Except as otherwise provided in subsection (H)(1) of this section, owners shall be entitled to increase the park’s base year NOI by 75 percent of the percentage increase in the CPI since the base year to the date of submittal of a complete application. Procedures for determining the MNOI rent increase shall be determined in accordance with this subsection and any regulations adopted by the City.

(1) For purposes of determining a park's initial MNOI rent increase under this subsection (H) or under subsection (I) of this section, the base year CPI shall be the average CPI reported by the U.S. Department of Labor, Bureau of Labor Statistics, for calendar year 2005; and the current CPI used in determining an MNOI special rent increase application under this subsection (H) or subsection (I) of this section shall be the average CPI reported by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period immediately preceding the date that the MNOI rent increase application is deemed complete.

(2) In the event a park submits a special rent increase application under this section, and the park previously received a special rent increase(s) under this section, the following provisions shall apply in determining if the owner is entitled to a subsequent special rent increase:

(a) The income and expense year which was designated by the Board (or hearing officer) as the current year for the most recent special rent increase approved by the Board (or hearing officer) shall be deemed the base year for purposes of evaluating and determining the subsequent special rent increase.

(b) The base year CPI shall be the average CPI reported by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period used by the Board (or hearing officer) in determining the current year for the most recently approved special rent increase.

(c) In determining the park's gross income for the base year for the subsequent special rent increase application, the gross income previously determined by the Board (or hearing officer) for the prior current year as necessary to provide a fair return in the prior current year (as reflected in the Board's prior decision) shall be used as the base year gross income for the subsequent special rent increase application.

(3) In the event that there has been an increase of more than three percent in vacancies in the park since the base year, calculation of the park's gross income and operating expenses shall be governed as follows:

(a) In the event that there has been an increase in vacancies of more than three percent in the park since the base year, the City finds that it would be contrary to the purposes of rent stabilization to authorize additional rent increases for occupied spaces in order to offset reductions in income due to increased vacancies which occur because there is not sufficient demand to fill the vacant spaces at the legal rent ceiling. In effect, allowing additional rent increases for occupied spaces because there are more vacant spaces in a park would allow owners to obtain higher rents from existing residents than it is possible to obtain from the prospective residents, whose homes are still mobile and whose options have not been restricted by the process of moving into the park. Therefore, in the event

that there has been an increase in vacancies of more than three percent since the base year, gross income and operating expenses shall be determined pursuant to subsections (G)(3)(b) and (c) of this section.

(b) Gross space rents for the park shall be computed as 97 percent of the gross scheduled rental income for the park, based on 100 percent occupancy.

(c) Calculations of base year and current year operating expenses may be adjusted by the Board so that a reasonable comparison of the expenses and charges associated with rented spaces is obtained for the purpose of comparing base year and current year operating expenses and to adjust for variations in operating expenses due to the increased vacancy rate.

(4) Schedule of Increases in Operating Expense. Where scheduling of rental increases, or other calculations, require projections of income and expenses because actual data is not available, it shall be presumed that operating expenses and management expenses, exclusive of property taxes, increase at the rate of the increase in the CPI for the applicable year; and that property taxes increase at two percent per year.

(I) Special Rent Increase Based on Modifications to or Readjustment of 2005 NOI ("Readjusted 2005 MNOI Rent Increase"). An owner may rebut the presumption that the park's 2005 NOI provided a just and reasonable return at that time and obtain an adjustment of the base year rents, by presenting evidence that:

(1) The park's operating expenses in calendar year 2005 were unusually high or low despite prudent business practices. In such instance, the Board may adjust the calculation of 2005 NOI by adjusting the 2005 expenses to reflect the average of the park's expenses over a reasonable period of time or the average of expenses in comparable mobile home parks in 2005; or

(2) Capital improvements were made in calendar year 2005 that were not reflected in rent increases collected during that year. In seeking an increase under this provision, the owner shall have the burden of demonstrating that the improvement is completed and operational, and submitting evidence of the cost incurred; or

(3) Unusual repairs were made in calendar year 2005 due to damage caused by uninsured natural events or vandalism; or

(4) Other expenses in calendar year 2005 were unusually high or low notwithstanding prudent business practices; or

(5) The rent during calendar year 2005 was disproportionately low due to the fact that it was not established in an arm's-length transaction; or

(6) The rent during calendar year 2005 was low when compared to rents being charged in comparable mobile home parks in the City and comparable mobile home parks in comparable surrounding areas; or

(7) The rent during calendar year 2005 was not sufficient to provide a just and reasonable return in calendar year 2005 year.

The park owner shall have the burden of proving the existence of one or more of the circumstances listed in subsections (I)(1) through (7) of this section, by substantial evidence, and shall have the burden of providing reliable and credible evidence of the rents, operating expenses, gross income, NOI, capital improvement costs, existence and justification for finding of comparable rents and comparable parks, and the return resulting in the determination that a readjustment or modification to the 2005 NOI is warranted.

(J) Special Rent Increase Based on Fair Return. An owner may rebut the presumption that the increased calculations provided in subsection (H) of this section and modified calculations provided by subsection (I) of this section are sufficient to provide a just and reasonable return by presenting evidence that the return being earned by the mobile home park is not just and reasonable as set forth in this section and the regulations adopted from time to time by resolution of the City Council. The owner shall have the burden of proving the park is not earning a just and reasonable return by substantial evidence.

In reviewing the evidence and making its determination, the Board shall consider all relevant information, including but not limited to:

(1) The purchase price of the park;

(2) Any capital improvements made in the park by the owner;

(3) The return earned by the park;

(4) The return earned by comparable mobile home parks; and

(5) The mobile home park’s pattern of income and expenses over each of the past five years, including any unavoidable increases or decreases in maintenance, repairs and other operating expenses, including but expressly not limited to deferred maintenance or substantial deterioration in the mobile home park other than as the result of normal wear and tear.

(K) It is the intent of this chapter that a rent increase be approved under this section only when the owner demonstrates by substantial evidence that such a rent increase is necessary to provide the owner with a fair return.

(L) An owner may charge less than the special rent increase approved by the Board, subject to the following:

(1) An owner may phase in a special rent increase approved by the Board (or hearing officer), but at time of the initial phasing, the owner shall serve notice of the phasing plan to each affected resident along with the notice of rent increase required by State law, and shall concurrently serve a copy of the phasing plan to the Department.

(2) An owner may decide not to charge the full amount of a special rent increase approved by the Board (or hearing officer), as determined in the owner's discretion. The owner shall serve each affected resident with notice of rent increase as required by state law.

(3) At no time shall any special rent increase be imposed on any space such that the total rent paid by the resident in any one month exceeds the new rent reflected in the decision of the Board (or hearing officer).

(4) If an owner decides to phase in an approved special rent increase, or to charge less than the approved special rent increase, the owner shall not thereafter demand, charge or collect any portion of any uncollected special rent increase for any retroactive period of time. No retroactive recovery of any portion of a special rent increase not previously collected from a resident shall be recoverable by the owner. No phasing plan shall include any retroactive recovery of any uncollected special rent increases, and a phasing plan shall operate prospectively only.

(5) In evaluating a subsequent special rent increase application under this section, the new space rents determined by the Board (or hearing officer) as necessary to provide the owner with a fair return in the most recent prior special rent increase shall be included in determining the base year gross income for purposes of calculating the subsequent special rent increase (subject to the provisions of subsection (H)(3) of this section).

(6) If the new space rent actually charged to a resident by the owner following the City's approval of the special rent increase is less than the authorized special rent increase determined under this section, the owner shall also list the actual rent charged in the park's annual registration provided to the City under PMC 5.44.050.

(M) Upon final approval of a special rent increase, the owner shall not charge the resident rent in excess of that rent permitted under the special rent increase except based on a subsequent rent increase approved in accordance with and as otherwise authorized by this chapter. Following receipt of the Board's final decision (if the Board's decision is not timely appealed), or following receipt of the hearing officer's final decision in the event of an appeal under PMC 5.44.100, the owner shall submit a modified rent schedule to the City containing the rents actually charged to the residents based on the Board's final decision or the hearing officer's final decision.

(N) Following approval of a special rent increase by the Board under subsection (H), (I) or (J) of this section, an owner shall not apply for or impose a permissive rent increase pursuant to PMC 5.44.070 until the expiration of at least 12 months following the approval of the special rent increase under subsection (H), (I) or (J) of this section. No permissive rent increase shall be imposed on any space until at least 12 months after imposition of any special rent increase approved under this section.

(O) Following approval of a special rent increase by the Board under subsection (H), (I) or (J) of this section, the owner shall not apply for a special rent increase under this section until the expiration of at least 12 months following the approval of the special rent increase.

5.44.090 Hearing procedures.

(A) All applications pursuant to PMC 5.44.080 shall be filed on an application form provided by the Department. A total of eight copies of the completed application and any additional back-up documentation submitted prior to the hearing, along with two sets of mailing labels for all affected spaces in the park, must be provided to the City in order for the application to be deemed complete by the Manager, or their designee. At the time the application is filed, the applicant shall also post in three conspicuous places in the park, a notice advising the park residents that an application has been filed with the City.

(B) Written notice of the application shall be mailed to the affected residents by the Manager, or their designee, on the date on which the application is determined to be complete. The notice shall inform the affected residents of their right to submit written, documentary and photographic responses to the application to the Department within 20 days of the date notice of the complete application is mailed by the City. The affected residents shall provide the owner with copies of their response or opposition concurrently with their filing of their response or opposition to the City. One copy of the application shall be maintained by the owner in the park office during regular business hours, and one copy shall also be maintained by the owner in the club house or other mutually accessible area, at all times.

If an owner submits additional information or documentation to the City after the initial submittal of the application, or if the owner submits additional information or documentation to the City after the City determines the application is not complete, the owner shall concurrently serve notice of filing of such additional information, and make such additional information available to the residents, in accordance with the procedures set out in this subsection.

(C) Hearings on Special Rent Increase Applications.

(1) Upon receipt of a special rent increase application under PMC 5.44.080(H), (I) or (J), the Manager, or their designee, shall have 30 days in which to declare the application complete. The term “complete” shall have the meaning set forth in PMC 5.44.080(F). If the Manager, or their designee, determines that the application is not complete, the Manager, or their designee, shall send written notice to the owner that the application is incomplete, and will specify the information and documentation that must be submitted in order for the application to be deemed complete. In order for the City to further process the application, and deem it complete, the owner shall be required to submit all required information and documentation to the City. The City has 30 days from submittal of any additional information or documentation to again determine if the application is complete, or shall notify the owner that the application cannot be determined to be complete. If the owner fails or refuses to submit the information and documentation required to deem the application complete within 60 days of the original submittal, the application shall be deemed withdrawn, and the owner will be credited with any unused fee. Any further consideration of a special rent increase for the park shall require submittal of a new application pursuant to PMC 5.44.080 and this section.

(2) A hearing of the Board shall commence not later than 60 days from the date the application is determined complete. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.090.

(3) The Board shall render its decision in writing within 14 days of the closing of the public hearing. The Board’s written decision shall include findings of fact, including but not limited to a calculation of the park’s NOI in the base year and in the current year, with a breakdown of expense categories. A copy of the decision shall be served on the residents, owner and the City in accordance with subsection (D) of this section.

(D) Notice of the Board’s determination shall be mailed to the owner, all affected residents at the mobile home spaces designated in the application, and the City. The Board’s decision may be appealed in accordance with PMC 5.44.100. If any party fails to file a timely appeal under PMC 5.44.100, the decision of the Board shall be final.

5.44.100 Appeal to hearing officer.

A park owner or resident may appeal any decision of the Board under PMC 5.44.090 in accordance with the following procedures.

(A) Deadline to File Appeal – Requirements. Either party may, and prior to commencing any action in a court of competent jurisdiction shall, appeal any final decision or order of the Board to a hearing officer by filing written notice of the appeal, a written summary of the basis of the appeal and any documents supporting the appeal with the Manager, or

their designee, not later than 10 days after the decision of the Board has been deposited in the mail, addressed to the owner and the affected residents. The appellant shall serve written notice of the filing of the appeal, the written summary of the basis of the appeal and any documents supporting the appeal, on the opposing party. Such service may either be in person or by mail to the last known address of the opposing party. No appeal shall be considered filed until a complete appeal, along with proof of service of such notice and all supporting documentation (under penalty of perjury) is received by the Manager, or their designee, and the cost of the appeal is deposited with the City Manager. The Manager, or their designee, shall estimate the cost of the appeal based on the fee resolution adopted by the City Council. Proof of service shall be on a form provided by the Manager, or their designee.

(B) Selection of Hearing Officer. Upon receipt of a complete appeal, the Manager, or their designee, shall obtain a list of retired judges or justices from the California State and federal courts, and from that list of retired judges/justices shall develop and maintain a list of hearing officers. Within five days after the appeal is deemed effective, each party (the owner and the residents' representative) will be given the opportunity to review the hearing officer list and agree on the selection of the hearing officer. In the event the parties are unable to agree on a hearing officer within five days, the Manager, or their designee, will designate a panel of five hearing officers from its list. Within five days of notification by the Manager, or their designee, of the names on the panel, the parties (the owner and the residents' representative) shall meet and select the hearing officer from that panel. The process for selection will require a coin toss, the winner (either owner or residents' representative) shall strike one name from the panel. The other party shall strike one name, and the parties shall then alternate in striking names until only one name remains, who shall serve as the hearing officer. Within five days of this selection, the Manager, or their designee, shall issue a notice of appointment of the hearing officer to the owner and the affected residents.

(C) Disqualification of Hearing Officer. Any potential hearing officer shall be disqualified from consideration as a hearing officer if he/she owns, leases or resides in any mobile home park, or has ever been an owner, lessee or resident of a mobile home park; or if he/she has owned or leased any property subject to rent control; or if he/she has ever been party to any litigation challenging or defending any rent control ordinance or decision on any rent increase application in any rent control jurisdiction. Each potential hearing officer shall be required to submit a form, under penalty of perjury, that he/she does not have any such disqualifying interest, as a condition of his/her selection as a hearing officer.

(D) Costs and Expenses of the Hearing Officer.

(1) Within five days of the Manager's, or their designee, notice of appointment of the hearing officer, the Manager, or their designee, shall inform the appealing party of the hearing officer's estimated costs to conduct the appeal.

(2) Within five days of such notification, the appealing party shall deposit those estimated costs with the City Clerk. As soon as the deposit is made, the hearing officer shall commence his/her duties as set forth in subsection (E) of this section. Failure to timely deposit such estimated costs shall result in a dismissal of the administrative appeal.

(3) If, at the close of the hearing, an appealing owner is deemed to be the successful party by the hearing officer, the costs and expenses of the hearing officer may be included in the hearing officer's rent decision and the affected residents' rents adjusted in the form of higher rents. Any such hearing officer costs and expenses shall be amortized over several years so that the residents shall be required to pay only a reasonable amount each year and each month, and the amortized portion of the hearing officer's costs and expenses shall be separately itemized on the monthly rent invoice and shall not be included in the space rent for purposes of determining any future rent increase under this chapter. If, at the close of the hearing, the appealing residents are deemed to be the successful party by the hearing officer, the cost and expenses of the hearing officer may be included in the hearing officer's rent decision and the affected residents' rents adjusted in the form of lower rents, subject to a reasonable amortization period.

(E) Powers and Duties of Hearing Officer.

(1) Within five days of the Manager's, or their designee, receipt of the hearing officer deposit from the appealing party, the hearing officer shall receive the complete Board file, including copies of taped recordings of the Board hearing(s), and a transcript. The cost of the transcript shall be deposited by the appealing party as a condition of deeming the appeal complete.

(2) Within 30 days of the Manager's, or their designee, receipt of the hearing officer deposit from the appealing party, the hearing officer shall commence the administrative appeal hearing. By stipulation, the parties may extend this 30-day hearing period for any length of time. In the absence of such stipulation, the hearing officer may, on his/her own motion, extend the 30-day hearing period for up to an additional 15 days.

(3) Not less than 20 days prior to the appeal hearing date, the hearing officer shall provide the parties (park owner and residents' representative) and the City with written notification of the date, place and time of the hearing. The same notice shall set forth a time schedule for the filing of written argument and/or any request to file additional evidence which the

parties wish the hearing officer to consider at the appeal hearing, subject to subsection (E)(4) of this section.

(4) The hearing officer shall exercise his/her independent judgment as to whether the owner is entitled to a special rent increase, and if so, the amount of such increase. The hearing officer is not bound by the prior determinations, findings, or decision of the Board; provided, that the hearing shall be conducted on the record previously presented to the Board, as provided in subsection (E)(3) of this section. The hearing officer shall review the Board's decision based on the record before the Board, including the Board resolution deciding the application, the verbatim transcripts of the proceedings, staff reports, and exhibits and reports, which were considered and/or approved by the Board during its hearings. In conducting a hearing on any appeal, no new or additional witness testimony or other evidence shall be permitted at the appeal hearing by the hearing officer, unless the party offering the evidence establishes that the evidence is relevant and, in the exercise of reasonable diligence, could not have been produced or that was improperly excluded at the hearing before the Board. The hearing officer may provide guidelines for the submission of briefs and may (but is not required to) permit oral argument on certain issues. On appeal, the hearing officer reviews the Board's decision based on whether there was substantial evidence existing in the record to support the Board's decision.

(5) The hearing officer shall have no authority to issue a decision based on factors not authorized or included in this chapter, or otherwise inconsistent with the purposes of this chapter.

(6) The hearing officer shall issue his/her decision including written findings and conclusions within 10 days after the close of the hearing. If the hearing officer determines that substantial evidence is found to exist in the record, the decision of the Board shall be upheld. If it is found lacking, the hearing officer may either decide the matter differently or refer it back to the Board, with directions, for further consideration. The hearing officer may affirm, modify or rescind the decision of the Board. The decision shall be in writing, and a copy shall be served to the Manager, or their designee, the appealing party, and the opposing party.

(F) Procedures Following Hearing Officer Decision.

(1) If the hearing officer remands the application to the Board, the Board's remand proceedings shall be conducted in accordance with PMC 5.44.090.

(2) If the hearing officer issues a decision modifying, upholding or rejecting the appeal, the decision of the hearing officer shall be the final administrative decision within the City.

(G) Judicial Challenge. Any party dissatisfied with a final decision of the hearing officer's decision may seek judicial review in the Superior Court in accordance with PMC 5.44.160.

(H) Notwithstanding any of the foregoing provisions, the City Council may enter into a court settlement agreement that allows an owner or affected residents the ability to apply, utilize, modify, or amend the provisions of this section for any special adjustment decision of the Board which is not final as of the effective date of such agreement. For the purposes of this rule, a Board decision is not final when it remains subject to review by a court of competent jurisdiction.

5.44.110 Fees.

A resident whose residency is not regulated by the provisions of the Mobilehome Residency Law (Civil Code Sections 798 through 799.6) shall not be charged a fee for anything other than rent or utilities with the exception of incidental reasonable charges for services actually rendered.

5.44.120 Permissible reasons for termination of or refusal to renew residency.

(A) A residency which is not subject to the provisions of the Mobilehome Residency Law (Civil Code Sections 798 through 799.6) shall not be terminated, nor shall its renewal be refused, except for one or more of the following reasons:

(1) Failure of the resident to comply with a local ordinance or State law or regulation relating to mobile home spaces within a reasonable time after the resident receives a notice of noncompliance from the appropriate governmental agency;

(2) Conduct by the resident, upon the mobile home park premises, which constitutes a substantial annoyance to other residents;

(3) Failure of the resident to comply with reasonable rules or regulations of the mobile home park. No act or omission of the resident constitutes such a failure to comply unless and until the owner has given the resident written notice of the alleged rule or regulation violation and the resident has failed to adhere to the rule or regulation within seven days;

(4) Nonpayment of rent, utility charges or reasonable incidental service charges;

(5) Condemnation of the mobile home park;

(6) Change of use of the mobile home park; provided, that the provisions of subsection (f) of Section 798.56 of the California Civil Code are followed:

(a) The owner gives the resident written notice of the proposed change 12 months or more before the date of the proposed change;

(b) The owner gives each prospective resident whose residency will commence within 12 months of the proposed changes written notice thereof prior to the inception of his/her residency.

(B) Notice of termination or refusal to renew must be given in writing in the manner prescribed by Section 1162 of the Code of Civil Procedure at least 60 days prior to the termination date of the residency. The notice shall state the date the residency terminates, the reason for the termination or refusal to renew, and the specific facts upon which the owner is relying.

5.44.130 Refusal of resident to pay illegal rent.

A resident may refuse to pay any rent in excess of the maximum rent permitted by this chapter. The fact that such unpaid rent is in excess of the maximum rent shall be a defense in any action brought to recover possession of a mobile home space for nonpayment of rent or to collect the illegal rent.

5.44.140 No retaliation.

No resident shall be subjected to retaliation for the exercise of his/her rights under the provisions of this chapter.

5.44.150 Posting of chapter.

A copy of this chapter shall be posted in every park in the City, in (A) the park office; and (B) the recreation building or clubhouse (if any).

5.44.160 Remedies.

(A) Any person who demands, accepts or retains any payment of rent in violation of the provisions of this chapter shall be liable in a civil action to the person from whom such payment is demanded, accepted or retained for damages in the sum of three times the amount by which the payment or payments demanded, accepted, or retained exceed the maximum rent which could be lawfully demanded, accepted, or retained together with reasonable attorneys' fees and costs as determined by the court.

(B) Any person violating any of the provisions of this chapter shall be punishable as set forth in PMC Title 1. Where the conduct constituting the violation is of a continuing nature, each day that the conduct continues shall be deemed a separate and distinct violation.

(C) The City may institute a civil action to compel compliance with this chapter.

(D) Any legal challenge to a determination of the hearing officer's decision granting or denying an appeal must be filed within 90 days of the date of the hearing officer's final decision as set forth in his/her resolution making findings. The hearing officer's decision shall state that judicial review must be sought within 90 days and is governed by Code of Civil Procedure Section 1094.6. The hearing officer's decision is final upon the date that it is mailed by first-class mail, postage prepaid, including a copy of the affidavit or certificate of mailing, to each party to the appeal.

5.44.170 City Council review of this chapter.

The City Council shall review the provisions of this chapter six months after the date of adoption of the ordinance from which it derives, and at any other time deemed appropriate, in order to consider the following:

(A) Whether mobile home space rent control continues to be necessary to protect the public health, safety and welfare;

(B) Whether the implementation of the provisions of this chapter has been adequate; and

(C) Whether the provisions of this chapter should be amended to provide more effective regulation or to avoid unnecessary hardship.

5.44.180 Exemptions.

(A) Any mobile home space that is within an exemption created by the State Mobilehome Residency Law, Civil Code Section 798 et seq., is exempt from the provisions of this chapter (except PMC 5.44.041 and 5.44.080).

(B) Any mobile home space that was not subject to the provisions of this chapter as of June 11, 1997, and is within a mobile home park that is owned or operated by either the Palmdale Housing Authority or an organization that is exempt from federal income taxes under Section 501 (c)(3) of the Internal Revenue Code, is exempt from the provisions of this chapter (except PMC 5.44.041 and 5.44.120). The exemption created by this subsection is effective only if a covenant has been recorded against the park documenting that the owner or operator of the mobile home park has an existing agreement with the City regulating the rental rates for mobile home spaces within the mobile home park, and said agreement includes a commitment to provide affordable housing so that at least 20 percent of the spaces/coaches in the park are set aside for rental to persons of low or moderate income, as defined in Health and Safety Code Section 50093.

5.44.190 Park inspections and audits.

City staff shall have the right to inspect mobile home parks within the City, including, without limitation, inspection of the notices required by PMC 5.44.060, documentation regarding any rent increases imposed on any regulated spaces in the park, and courtesy inspections by the Code Enforcement Division of the City. City staff also shall have the right to conduct an annual audit of the records being maintained by any mobile home park within the City during the park's regular business hours, following a written request therefor, made at least five business days prior to the time of the audit. City staff shall determine the location where the audit is to be conducted and may conduct the audit at the mobile home park or at the location where the park's business records are maintained, if the records are not maintained at the mobile home park.

5.44.200 Regulations and forms.

The City Council may adopt regulations and forms from time to time as the Council deems necessary to implement the provisions of this chapter. Except as otherwise provided by this chapter or any regulations of the City Council, the City Manager may adopt such regulations and/or forms as he/she deems necessary for the City to implement and administer the provisions of this chapter.

SECTION 3. 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 on, 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 4. All legal prerequisites and pre-conditions to introducing, enacting, and adopting this Ordinance have occurred as required by law and policy.

SECTION 5. 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 21st day of October, 2025.

_____
Laura Bettencourt, Mayor Pro Tem

Approved as to form:

_____
Alexandra Severino, City Attorney

Attest:

_____
Rochelle Scott, City Clerk

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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 21st day of October, 2025 effective on the 20th day of November, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____

Rochelle Scott, City Clerk

Chapter 5.44
MOBILE HOME SPACE RENT CONTROL

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5.44.200 Regulations and forms.

5.44.010 Short title.

This chapter may be cited as the “mobile home space rent control ordinance” of the City. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.011 Purpose and findings.

(A) Complaints by residents of mobile home parks concerning excessive rents led the City Council to conduct hearings and, eventually, to adopt an ordinance stabilizing the rents charged for spaces in mobile home parks. The conditions in the City of Palmdale which gave rise to the adoption of the ordinance codified in this chapter still are in existence and are set forth below.

(B) Mobile home owners, unlike apartment residents or residents of other rental stock, are in the unique position of having made a substantial investment to purchase a mobile home for which they must rent a space in a mobile home park. They have also made investments in maintaining and improving those homes, as well as landscaping and exterior improvements to the mobile homes and the rental spaces on which they are located. Alternative sites for the relocation of mobile homes are difficult to find due to the restrictions on the age, size, or style of mobile homes permitted in many parks, and requirements related to the installation of mobile homes, including permits, landscaping and site preparation. Additionally, the cost of moving a mobile home is substantial and the risk of damage in moving is significant. Thus, moving a mobile home is not a feasible option if rent becomes excessive.

(C) The result of these conditions is the creation of a captive market of mobile home owners and residents. Their immobility creates an imbalance in the bargaining relationship between park owners and mobile home park residents. Because mobile homes are often owned by senior citizens, persons on fixed incomes, and persons of low and moderate income, excessive rent increases fall upon these individuals with particular harshness.

(D) The purpose of this chapter is to protect mobile home park residents from excessive rent increases, prevent exploitation of the shortage of available mobile home lots in the City, and enable mobile home owners to preserve their equity in their mobile homes, while at the same time providing a just and reasonable return to park owners. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.020 Definitions.

For purposes of this chapter, the following words, terms and phrases are defined to mean:

(A) “Amortizable capital expenses” means expenses for improvements and replacements which have a useful life of at least five years and can be depreciated pursuant to U.S. or California tax codes.

(B) “Board” means the Mobile Home Park Rental Review Board of the City.

(C) “Camping trailer” means a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold for occupancy and is designed for human habitation for recreation or emergency occupancy.

(D) “City Manager” means the City Manager of the City of Palmdale, or his/her designee.

(E) “Consumer Price Index” or “CPI” means the Consumer Price Index – All Items for All Urban Consumers index published by the U.S. Department of Labor, Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim Area.

(F) “Day” means calendar day, except as otherwise expressly stated in this chapter~~.~~

(G) “Director” means the Director of the Department ~~of Housing~~ responsible for enforcing the rent control ordinance in the City of Palmdale.

(~~G~~H) “Department” means the ~~Housing~~ Department responsible for enforcing rent control ordinance ~~of~~in the City of Palmdale.

(~~H~~I) “Hearing officer” means the hearing officer selected to hear appeals of decisions of the Mobile Home Park Rental Review Board on special rent increase applications pursuant to PMC 5.44.100.

(~~I~~J) “~~Housing~~ Manager” means the ~~Housing~~ Manager of the ~~Housing~~ Department responsible for enforcing rent control ordinance ~~of~~in the City of Palmdale, or ~~his/her~~their designee.

(K~~J~~) “Mobile home” means a vehicle, designed or used for human habitation including a camping trailer, travel trailer, motor home and slide-in camper, when used as the principal place of habitation for the occupants thereof, and any recreational vehicle defined as a mobile home under state law.

(L~~K~~) “Mobile home park” or “park” means any area of land within the City where two or more mobile home spaces are rented, or held out for rent, to accommodate mobile homes used for human habitation.

(M~~L~~) “Mobile home park housing services” or “housing services” means services connected with use or occupancy of a rental space in a mobile home park that are provided to residents for the rent charged for a space including, but not limited to, utilities, ordinary repairs, replacement and maintenance, laundry facilities, recreational facilities, a

resident manager, refuse removal, parking, street cleaning and maintenance, and other benefits, privileges, facilities or terms and conditions of the residency.

(NM) "Mobile home space" or "space" means the site within a mobile home park intended, designed or used for the location or accommodation of a mobile home and any accessory structures or appurtenances attached thereto or used in conjunction therewith.

(ON) "Motor home" means a vehicular unit built on or permanently attached to a self-propelled motor vehicle chassis, chassis cab or van, which becomes an integral part of the completed vehicle, designed for human habitation for recreational or emergency occupancy.

(PO) "Operate the park in a manner that is designed to protect the safety of its residents" means the circumstance when an owner reasonably cooperates with local law enforcement to reduce or prevent crime within the park. A rebuttable presumption that the owner is reasonably cooperating with local law enforcement to reduce or prevent crime within the park shall be established if the owner either has authorized, in writing, the Sheriff's Department to conduct patrols within the park or has agreed in writing to participate in the City's partners against crime program or any other similar program.

(QP) "Owner" means the owner or operator of a mobile home park or an agent or representative authorized to act on behalf of the owner or operator in connection with the maintenance or operation of such park.

(RQ) "Rehabilitation work" means any renovation or repair work completed on or in a mobile home park which was performed in order to comply with the direction or order of a public agency or to repair damage resulting from fire, earthquake or other casualty.

(SR) "Rent" or "space rent" means the consideration paid for the use or occupancy of a mobile home space and the provision of mobile home park housing services.

(ST) "Residency" means the right or entitlement of a mobile home owner, or subresident of a mobile home owner, to use, occupy, and place a mobile home on a rental space in a mobile home park and to related housing services.

(UT) "Resident" means a person who has a residency in a mobile home park, including an owner of a mobile home, a subresident of a mobile home, or any other person with a lawful residency in a mobile home.

(VU) "Resident, prospective" means a prospective purchaser of a mobile home in a mobile home park who has applied for park residency. "Prospective resident" also means a prospective subresident of a prospective purchaser of a mobile home park who has applied for a park residency.

(WV) “Serve” or “service” means, except as otherwise expressly provided in this chapter, the date of personal delivery of any notice on the addressee, or two business days after deposit of notice in the U.S. mail, by first class mail, postage prepaid. “Serve” or “service” also means any other method of delivery mutually agreed upon by the parties.

(XW) “Slide-in camper” means a portable unit, consisting of a roof, floor and sides, designed to be loaded onto and unloaded from the bed of a pickup truck, and designed for human habitation for recreational or emergency occupancy, and includes a truck camper.

(XY) “Subresident” means any person who sub-rents or leases a mobile home from any resident in a park.

(ZY) “Travel trailer” means a portable unit, mounted on wheels, of such size and weight as not to require special highway movement permits when drawn by a motor vehicle, and for human habitation for recreational or emergency occupancy.

(ZAA) “Vacancy” means the existence of a space on which no mobile home is located or a transfer of ownership of a mobile home which remains in a park; provided, however, that transfer of ownership shall not include transfers to a spouse, former spouse, parent, child, trustee, conservator, heir, joint resident or personal representative of a homeowner’s estate who acquires ownership of a mobile home through the death of a homeowner; and provided further, that a space shall not be deemed vacant if it is unoccupied solely because a mobile home has been removed so that a resident may replace it with a new mobile home. ~~(Ord. 1531 § 1, 2019; Ord. 1368 § 1 (Att. A), 2009)~~

5.44.030 The Mobile Home Park Rental Review Board.

(A) The Mobile Home Park Rental Review Board is hereby established and shall consist of five members. Each board member shall be nominated in accordance with PMC 2.08.030 by each of the City Council members. ~~appointed by the Mayor with the approval of the City Council~~. No member of the Board shall be a resident or owner of a mobile home park, or an employee of a park owner; and no member shall have a financial interest (as defined by state law) in any mobile home or mobile home park, or have a parent, child, spouse or sibling with any such financial interest. Each member shall file a declaration to this effect with the City Clerk prior to his/her appointment to the Board. All members shall be residents of the City.

(B) ~~Four~~ Three members shall constitute a quorum for the purpose of conducting a hearing or meeting. Decisions of the Board shall be made by a majority vote of the members present.

(C) The terms of the Board members shall be staggered with three members serving a coextensive term and the other two members serving another coextensive term. Appointments shall be made in accordance with and subject to the following procedures:

(1) The initial Board shall contain three members who shall each be appointed for a three-year term to end on June 30th of the third year following appointment, or until a successor is appointed. The other two members shall each be appointed for a two-year term to end on June 30th of the second year following appointment, or until a successor is appointed. Thereafter, each member shall be appointed for a two-year term to end on June 30th of the second year following the appointment or until a successor is appointed.

(2) All members serve at the pleasure of the City Council, and any member may be removed, with or without cause, by a majority vote of the City Council. Should a vacancy exist, an appointment shall be made for the unexpired portion of the term.

(D) If a member of the Board is absent from two successive meetings without being excused by the Board, the office of such member shall be vacated and the ~~Chairperson~~Housing ~~~~Manager or their designee shall immediately notify the City Manager, who shall notify the Mayor and City Council that said office is vacant. Upon such notification, a successor shall be appointed in accordance with PMC 2.08.030 for the remainder of the term of such member.

(E) The Board shall conduct an annual meeting not later than the last day of February of each year to hear public comments and a report on the prior calendar year's actions. The Board shall hold such other hearings or meeting as often as may be necessary for the Board to discharge its duties hereunder. The Board shall establish the time of any hearings or meetings held pursuant to this chapter, and such hearings or meetings shall be held ~~in City Hall~~at a City facility.

(F) The Board shall elect one of its members as Chairperson at the start of the annual meeting.

(G) The duties and responsibilities of the Board shall include the following:

(1) The Board shall make any recommendations it deems appropriate to the City Council regarding the implementation and enforcement of the provisions of this chapter.

(2) The Board shall hear special rent increase applications and determine whether to approve or disapprove a rent increase in the manner provided in PMC 5.44.080 and 5.44.090.

(H) Board members may be compensated for their services in an amount established by resolution of the City Council and may receive reimbursement as provided by the City

Council for traveling and other reasonable expenses incurred while on official duty. ~~(Ord. 1449 § 1, 2013; Ord. 1368 § 1 (Att. A), 2009)~~

5.44.040 Base rent.

(A) Except as provided in this chapter, an owner shall not demand, accept or retain rent for a mobile home space exceeding the rent in effect for the space on November 12, 1981. If a previously rented mobile home space was not rented on November 12, 1981, the owner shall not demand, accept or retain rent for the space exceeding the rent in effect during the last month the space was rented prior to November 12, 1981. If a mobile home space is rented for the first time after November 12, 1981, the owner shall not demand, accept or retain rent for the space exceeding the rent first charged for the space. No owner shall send a notice containing the specific amount of a proposed rental increase prior to receiving approval of a rent increase from the City~~Board~~.

(B) For purposes of determining a permissive rent increase pursuant to PMC 5.44.070, "base rent" shall have the meaning set forth in PMC 5.44.070(D) and (E).

(C) For purposes of determining a special rent increase pursuant to PMC 5.44.080, "base rent" shall have the meaning set forth in PMC 5.44.080. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.041 Lease regulations.

(A) No owner may require, directly or indirectly, that any resident or prospective resident sign a lease or rental agreement that provides that a space shall be exempt from the rent control provisions of this chapter, or provides for space rent in excess of the amount permitted by this chapter as a condition of residency in the park, and no owner may deny residency to a prospective purchaser of a mobile home in the park on the grounds that the prospective purchaser will not sign such a lease or rental agreement.

(B) No owner shall misrepresent any rent increase approved by the City under this chapter, or misrepresent the status of any rent increase application submitted by the owner to the City, as an inducement to cause a prospective resident to enter into a lease or rental agreement that will be exempt from the rent control provisions of this chapter.

(C) No owner shall directly or indirectly threaten a prospective resident with a rent increase not permitted under this chapter as an inducement to cause the prospective resident to enter into a lease or rental agreement that will be exempt from the rent control provisions of this chapter.

(D) No owner shall withhold or conceal the existence of this chapter upon any written or verbal inquiry by any prospective resident. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.050 Registration.

(A) Every mobile home park shall file an initial registration statement and annual registration statement, on a form provided by the City. Any registration statement submitted to the City pursuant to this section shall be submitted with a registration fee, in an amount to be established by resolution of the City Council. No registration statement shall be ~~accepted~~ deemed complete by the City without the required registration fee.

(B) Initial Registration. No later than ~~March 1, 2009~~January 31st of said year, each owner shall file an initial registration statement with the Department, under penalty of perjury, on a form approved by the City, which includes or attaches the following information and documents:

(1) The complete name, address (including street address, and mailing address if different from street address), telephone number, e-mail, and fax number (if any) of the owner of record of the park. As used in this subsection, "owner" means the individual, firm or entity that actually owns the park;

(2) The complete name, address (including street address, and mailing address if different from street address), telephone number, e-mail, and fax number (if any) of the management company or other operator of the park (if different from the owner);

(3) The complete name, address (including street address, and mailing address if different from street address), telephone number, e-mail, and fax number (if any) of the on-site manager of the park;

~~(4) The space rent charged for each space in the park, including rents for spaces subject to this chapter and rents for spaces exempt from local regulation under Civil Code Section 798.17 or any other provision of law;~~

(4~~5~~) Each type of utility and service or amenity included in the space rent;

(5~~6~~) Each type of utility, service and amenity separately charged from the space rent, the amount charged per space as of the date of the initial registration, and if the amount varies from month to month, the methodology for setting the charges;

~~(7) A list of each space exempt from local rent regulation pursuant to a long-term lease or rental agreement under Civil Code Section 798.17 (including the lease terms, and execution and expiration dates for each lease or rental agreement);~~

(6~~8~~) A list of amenities and hours of operation provided in the park;

(79) A list of spaces that became vacant over the prior 12 months, the date that each space last became vacant and the rent charged commencing upon such vacancy;

(810) Copies of the rent rolls for the park for the preceding 12 months;

~~(11) Copies of all long-term leases or rental agreements for all spaces claimed to be exempt from local regulation pursuant to a long-term lease or rental agreement under Civil Code Section 798.17;~~

(912) Copies of any disclosures provided, pursuant to Civil Code Section 798.74.5, to prospective mobile home owners within the preceding 12 months; and

(103) Any other information or documentation deemed necessary by the ~~Housing~~ Manager, or their designee, for administration of this chapter.

(C) Annual Registration. No later than January 31st of each subsequent year, each owner shall file an annual registration statement with the Department, under penalty of perjury, on a form provided by the City, setting forth complete information for each of the categories listed in subsection (B) of this section, which covers the time period since the prior registration statement.

(D) Penalty for Late Registration. Any owner who fails to file the annual registration statement required under subsection (C) by January 31st of each year shall be subject to a one-time late registration penalty fee of two hundred fifty dollars ($250.00). The penalty shall not exempt the owner from their obligation to submit a completed registration, nor from any additional enforcement actions deemed necessary by the Department.

(~~D~~E) Registration upon Change of Park Ownership. Within 30 days of a change of ownership of the park, the new owner shall file a registration statement with the Department, under penalty of perjury, on a form approved by the City, setting forth the information required by subsections (B)(1), (2) and (3) of this section for the new owner, and any other changed information from the prior registration statement.

(FE) The ~~Housing~~ Manager or their designee shall have the authority to request any additional information or documentation from the owner upon review of the registration form, should the registration form be incomplete, or indicate a potential violation of this chapter. No registration shall be deemed complete until the ~~Housing~~ Manager, or their designee, issues a written determination to the owner that the owner submitted all information required by this chapter. Within 30 days after a registration form is submitted, the ~~Housing~~ Manager, or their designee, shall either notify the owner that the registration

form is complete, or notify the owner as to what information or documentation is required in order to complete the registration process.

(~~GF~~) No owner shall impose or receive approval of a permissive rent increase under PMC 5.44.070 or a special rent increase under PMC 5.44.080, unless the park has satisfied the registration requirements, fees paid, and is fully registered pursuant to this section. ~~(Ord. 1531 §§ 2, 3, 2019; Ord. 1368 § 1 (Att. A), 2009)~~

5.44.060 Rent increases upon vacancies.

(A) Commencing on ~~May 1, 1993~~January 31st of said year, and every ~~six months~~twelve months thereafter, the owner of any mobile home park in the City shall post in a conspicuous location in the park, which is accessible to all park residents, a notice setting forth the maximum rent which will be charged for any space in the park which becomes vacant during the following ~~six~~ twelve months. If the park charges different rents depending upon the type of space or the size of the coach which occupies the space, the notice shall contain the maximum rent which will be charged for each such category. The notice shall be on a form approved or provided by the ~~Department~~City.

(B) ~~At least 15~~ 5 days ~~prior~~ after~~to~~ the posting of the notice referred to in subsection (A) of this section, the owner shall provide to the Department a copy of the notice which is to be posted in the park and a photo ~~copy~~ of the posted notice with a date stamp. At that time, the park owner ~~also~~ shall also submit to the Department the following information in a form acceptable to the City:

(1) All of the spaces in the park which became vacant during the preceding six-month period;

(2) The rent level which is being charged for any space which has been re-rented;

(3) The date(s) that each space was re-rented, and the complete name of each signatory to the lease or rental agreement for each space that was re-rented;

(4) The type and duration of the lease or rental agreement for each space which has been re-rented;

(5) Whether the residents are billed separately for any utilities and, if so, which utilities are billed separately from the rent; and

(6) Whether there are any other fees or charges which are billed separately from the rent and, if so, the identity and amount of such charges. (The fact that other fees or charges are being billed separately from the rent shall not imply that the City has approved such additional fees or charges.)

(C) The rent for a mobile home space may be increased by any amount upon a vacancy; provided:

(1) That the residency is terminated voluntarily by the resident(s) or lawfully terminated for just cause pursuant to State law;

(2) That the owner has complied with the requirements of subsections (A) and (B) of this section;

(3) That the rent which is charged does not exceed the maximum amount for the applicable category of space as set forth in the notice which was last posted by the park owner or operator pursuant to subsection (A) of this section. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.070 Annual permissive rent increases.

(A) Subject to the requirements of this section, the rent for a mobile home space may be increased once every 12 months by the lesser of (1) 75 percent of the increase in the CPI over the prior calendar year, or (2) five percent of the current space rent, in accordance with the following provisions. This space rent increase shall be known as a "permissive rent increase."

(B) Limitations.

(1) A permissive rent increase application for one or more mobile home spaces shall not be noticed to residents or approved more frequently than once in any 12-month period.

(2) A permissive rent increase shall not be implemented on any space or spaces in a park more frequently than once in any 12-month period.

(3) If a space was previously exempt from rent regulation under this chapter pursuant to a long-term lease or rental agreement, and the City authorizes or approves a permissive rent increase during the calendar year in which the lease or rental agreement expires, the permissive rent increase shall not be imposed on or collected from that previously exempt space. In such a circumstance, a permissive rent increase shall not be imposed on that previously exempt space unless the permissive rent increase is approved or authorized on or after January 1st in the calendar year which commences at least 12 months after date of expiration of the lease or rental agreement. No retroactive imposition of any previously approved permissive rent increase shall be allowed.

(4) An owner shall not impose a permissive rent increase on any space or spaces within 12 months of a rent increase imposed on any of the spaces pursuant to a vacancy. In such a circumstance, a permissive rent increase shall not be imposed on the space that received a vacancy increase unless the permissive rent increase is approved or authorized on or

after January 1st in the calendar year which commences at least 12 months after imposition of the vacancy increase. No retroactive imposition of any previously approved permissive rent increase shall be allowed.

(5) A permissive rent increase shall not be imposed on a space or spaces less than 12 months after imposition of a permissive rent increase pursuant to this section or a special rent increase pursuant to PMC 5.44.080.

(6) Banking of permissive rent increases is prohibited.

(a) An owner may charge less than the permissive rent increase authorized by this section. However, if an owner fails to implement the full amount of a permissive rent increase in the calendar year in which it was authorized or approved by the City pursuant to this section, the owner shall be prohibited from demanding, charging, implementing or collecting the full permissive rent increase in any subsequent year. During the calendar year in which the permissive rent increase was authorized or approved, the owner may, upon proper notice pursuant to state law, implement the full amount of the approved permissive rent increase at any time, which such permissive rent increase shall operate in a prospective manner only. If an owner fails to charge the full amount of an authorized or approved permissive rent increase at any time, no retroactive recovery of any portion of that permissive rent increase not previously collected from the resident shall be recoverable at any time.

(b) Following approval of an initial permissive rent increase under subsection (D) of this section, or an annual permissive rent increase under subsection (E) of this section, for purposes of determining a subsequent annual permissive rent increase under subsection (E) of this section, the space rent actually charged during the prior 12 months shall be the base rent to be used for purposes of determining the new annual permissive rent increase for each space.

(i) If an owner receives approval of a permissive rent increase but thereafter charges only a portion of the authorized or approved permissive rent increase during that same calendar year, the actual rent charged shall be the base rent used in determining the subsequent permissive rent increase.

(ii) If an owner receives approval of a permissive rent increase and charged the full amount of the authorized or approved permissive rent increase for only a portion of the calendar year in which the permissive rent increase was approved, the space rent in effect as of December 31st of that calendar year shall be the base rent for purposes of determining the subsequent permissive rent increase.

(c) Following the City's approval of a permissive rent increase under this section, if the new space rent actually charged to a resident by the owner is less than the authorized or

approved permissive rent increase, the owner shall also include that actual rent charged in the rent schedule provided to the City under subsection (E) of this section and in the park's registration statement provided pursuant to PMC 5.44.050.

(C) Any application submitted under this section for a permissive rent increase shall be accompanied by the filing fee as may be set by resolution of the City Council from time to time.

(D) Initial Permissive Rent Increase.

(1) Within 45 days of the effective date of the ordinance codified in this section, the ~~Housing~~ Manager, or their designee, shall notify all owners of the initial permissive rent increase determined under this subsection (D).

(2) Method of Calculation.

(a) The ~~Housing~~ Manager, or their designee, shall determine the CPI increase. As used herein, "CPI increase" means 75 percent of the percentage increase in the CPI over the prior 12 months. The CPI increase shall be determined by measuring the percentage increase in the CPI from December 31, 2007, to December 31, 2008, in accordance with the following procedure: the December 31, 2007, CPI shall be subtracted from the December 31, 2008, CPI. The resulting sum shall then be divided by the December 31, 2007, CPI. The resulting fraction shall then be multiplied by 100, and then by 75 percent.

(b) The "December 31, 2008, CPI" means the CPI last reported by the U.S. Department of Labor, Bureau of Labor Statistics, as of that date.

(c) The "December 31, 2007, CPI" means the CPI last reported by the U.S. Department of Labor, Bureau of Labor Statistics, as of that date.

(d) The amount determined under subsection (D)(2)(a) of this section shall be known as the "CPI increase."

(3) New Space Rent. Subject to the limitations contained in subsection (B) of this section, each owner shall thereafter be entitled to increase the base rent for each space regulated under this chapter by the lesser of (a) the CPI increase or (b) five percent of the base rent for each space. This rent increase shall be referred to as the "initial permissive rent increase."

For purposes of determining an initial permissive rent increase under this subsection (D), the base rent shall be the lawful rent in effect as of December 3, 2008.

(E) Annual Permissive Rent Increase.

(1) Not later than February 15th of each subsequent year, the ~~Housing~~ Manager, or their designee, shall notify all owners of the annual permissive rent increase determined under this subsection (E).

(2) Method of Calculation.

(a) The ~~Housing~~ Manager, or their designee, shall determine the CPI increase. As used herein, "CPI increase" means 75 percent of the percentage increase in the CPI over the prior 12 months. The CPI increase shall be determined by measuring the percentage increase in the CPI over the prior 12 months in accordance with the following procedure: the prior CPI shall be subtracted from the current CPI. The resulting sum shall then be divided by the prior CPI. The resulting fraction shall then be multiplied by 100 and then by 75 percent.

(b) The "current CPI" means the CPI most recently reported by the U.S. Department of Labor, Bureau of Labor Statistics, as of December 31st of the prior year.

(c) The "prior CPI" means the CPI used in approving the prior initial permissive rent increase or the prior annual permissive rent increase pursuant to this section. If a special rent increase was the most recent rent increase approved under this chapter, the "prior CPI" means the CPI used in approving a special rent increase under PMC 5.44.080. If the most recent rent increase was based on a vacancy increase pursuant to PMC 5.44.060, the "prior CPI" means the CPI in effect on the date of any rent increase upon vacancy.

(d) The amount determined under subsection (E)(2)(a) of this section shall be known as the "CPI increase."

(3) New Space Rent. Subject to the limitations contained in subsection (B) of this section, each owner shall thereafter be entitled to increase the base rent for each space regulated under this chapter by the lesser of (a) the CPI increase or (b) five percent of the base rent for each space. The lesser of these two numbers shall be referred to as the "annual permissive rent increase."

(4) Base Rent to Determine Annual Rent Increase. For purposes of determining an annual permissive rent increase pursuant to this subsection (E), the space rent actually charged for each space as of December 31st of the prior calendar year shall be the base rent for purposes of determining the new permissive rent increase, as determined in accordance with this section.

(F) Notice of the initial permissive rent increase or annual permissive rent increase determined in accordance with this section shall be sent to the affected residents by the owner in accordance with applicable law.

(G) Concurrently with service of notice to the residents of the initial permissive rent increase or the annual permissive rent increase, the owner shall also serve notice of the permissive rent increase imposed on each space to the City, by filing a rent schedule with the City setting forth:

(1) The space rents in effect for the subject spaces immediately prior to the owner's determination of the permissive rent increase;

(2) The dollar amount of the permissive rent increase for each space; and

(3) The new rent actually charged for each space.

(H) Any resident may file a protest against the proposed initial or annual permissive rent increase for which notice has been received from the owner. The protest must be filed with the ~~Housing~~ Manager, or their designee, on the City-approved form and accompanied by all supporting documentation, within 15 days of service of notice of the proposed rent increase by the owner on the resident. The resident shall serve a copy of his/her protest on the owner at the same time as the resident files the protest with the City. Failure of a resident to file his/her protest within 15 days of service of the notice shall constitute a waiver of the resident's right to protest, and the proposed initial or annual permissive rent increase shall be final.

(I) The ~~Housing~~ Manager, or their designee, upon receipt of the protest, shall review the protest and determine if it is timely and complete. If the protest is not timely, the ~~Housing~~ Manager, or their designee, shall notify the resident that the protest is untimely, and that the proposed permissive rent increase may be charged by the owner upon expiration of the notice period required by state law. If the protest is not complete, the ~~Housing~~ Manager, or their designee, shall notify the resident that the protest is not complete and shall request any additional information or documentation that must be submitted in order for the ~~Housing~~ Manager, or their designee, to deem the protest complete. The ~~Housing~~ Manager, or their designee, shall not declare the protest complete until all requested information is submitted to the City by the resident. If the resident does not submit the requested information or other documentation to the City by the fifteenth day following service of the ~~Housing~~ Manager's, or their designee, request for additional information, the protest shall be deemed denied, and the ~~Housing~~ Manager, or their designee, shall provide written notice to the owner and appellant confirming the denial of the protest, and advising the owner and appellant that the proposed permissive rent increase shall be final.

(J) Within 20 days after the ~~Housing~~ Manager, or their designee, deems the protest complete, the Director ~~of Neighborhood Services~~ shall issue a written decision on the protest, which shall be served on the appellant and the owner.

(K) If the Director ~~of Neighborhood Services~~ denies the protest, the proposed permissive rent increase shall become effective in accordance with the terms listed in the owner's notice of rent increase. If the Director ~~of Neighborhood Services~~ sustains the protest, the Director ~~of Neighborhood Services~~ shall have the authority to approve a modified permissive rent increase or deny the proposed permissive rent increase in accordance with the provisions of this section. Any modified permissive rent increase approved by the Director ~~of Neighborhood Services~~ pursuant to this subsection shall not be effective until expiration of the 90-day notice of rent increase required under Civil Code Section 798.30.

(L) The Director ~~of Neighborhood Services~~ shall sustain the protest if he/she makes any of the following findings:

(1) The notice of permissive rent increase was sent more frequently than once in any 12-month period.

(2) The owner imposed an initial permissive rent increase or an annual permissive rent increase on a space within the 12-month period immediately preceding the proposed effective date of the new permissive rent increase.

(3) The space was previously exempt from rent regulation under this chapter pursuant to a long-term lease or rental agreement, and the proposed initial permissive rent increase or the proposed annual permissive rent increase would be imposed on the space within 12 months of the expiration of the lease or rental agreement.

(4) The proposed initial permissive rent increase or annual permissive rent increase would be imposed on any space within 12 months after a vacancy increase was imposed on that space.

(5) The proposed permissive rent increase exceeds the lesser of the CPI increase or five percent of the base rent, as determined under subsection (D) or (E) of this section. In such event, the Director ~~of Neighborhood Servicesg~~ shall approve a permissive rent increase that does not exceed the lesser of the CPI increase or five percent of the base rent.

(6) The proposed permissive rent increase violates the prohibition on banking set forth in subsection (B) of this section.

(7) If the Director ~~of Neighborhood Services~~ finds that the park is not currently registered as required by PMC 5.44.050, the Director ~~of Neighborhood Services~~ shall sustain the protest unless the owner immediately registers the park in compliance with PMC 5.44.050.

(M) A protest may be filed by one or more residents in the park. Failure of a resident to file a protest under this section shall not preclude the Director ~~of Neighborhood Services~~ from

issuing a decision applicable to all of the spaces in the park as provided in subsection (N) of this section.

(N) If the Director ~~of Neighborhood Services~~ sustains the protest, the Director ~~of Neighborhood Services~~ shall issue a written decision setting forth the basis for his/her findings, and specifying the space(s) to which the protest has been sustained. Failure of a resident to appeal on behalf of all spaces shall not preclude the Director ~~of Neighborhood Services~~ from sustaining the protest as to all spaces if the Director ~~of Neighborhood Services~~ finds that the limitations of this section would otherwise be violated. The Director ~~of Neighborhood Services~~, in his/her decision on the protest, shall specify if the decision applies to only the space(s) subject to the protest, or to all spaces in the park.

(O) The decision of the Director ~~of Neighborhood Services~~ on any protest under this section shall be final and not subject to any right of appeal.

(P) Upon final approval of a permissive rent increase, the owner shall not charge the resident rent in excess of that rent permitted under the permissive rent increase, except based on a subsequent rent increase approved in accordance with this chapter. Following receipt of the Director's ~~of Neighborhood Services'~~ decision, the owner shall submit a modified rent schedule to the City containing the rents actually charged to the residents based on the Director's ~~of Neighborhood Services'~~ decision under subsection (J) of this section, and shall include the new rents in the subsequent annual registration required under PMC 5.44.050. ~~(Ord. 1531 § 4, 2019; Ord. 1368 § 1 (Att. A), 2009)~~

5.44.080 Special rent increases by application to the Board.

(A) Introduction. An owner may seek a special rent increase in addition to those permitted by PMC 5.44.060 and 5.44.070 pursuant to the procedures and requirements of this section. The owner shall bear the burden of proof and shall provide the evidence to justify a special rent increase under subsections (H), (I) and (J) of this section. No special rent increase shall be granted unless supported by the ~~preponderance of the~~substantial evidence submitted at the hearing. It is the intent of this section to establish rents at a level which will provide owners with a fair and reasonable return while protecting the residents from excessive rent increases. Applications for a special rent increase shall be filed by the owner with the ~~Housing Manager~~ Department based on the provisions of this chapter and any regulations adopted by the City Council or the City Manager to implement this chapter.

(B) Limitations.

(1) A special rent increase application under this section shall not be filed for a park more frequently than once in any 12-month period.

~~(2) A special rent increase shall not be filed any earlier than 12 months after approval of a permissive rent increase under PMC 5.44.070.~~

(~~2~~3) For any space previously exempt from rent regulation pursuant to a long-term lease or rental agreement, a special rent increase shall not be imposed on that space until 12 months after that space comes under this chapter. No retroactive imposition of any previously approved special rent increase shall be allowed.

(~~4~~3) For any space which received a vacancy increase under PMC 5.44.060, a special rent increase shall not be imposed on that space until 12 months after the effective date of the vacancy increase. No retroactive imposition of any previously approved special rent increase shall be allowed.

(C) Presumptions. Subsection (H) of this section provides for special rent increases under a maintenance of net operating income ("MNOI") formula. It is presumed, in the absence of evidence to the contrary, that the MNOI formula provides a fair and reasonable return. Subsection (I) of this section authorizes an application for a special rent increase under an MNOI formula, based on modifications or readjustments to the base year net operating income ("NOI"). Subsection (J) of this section authorizes an application for a special rent increase where the owner contends that he/she cannot receive a fair return notwithstanding the MNOI rent increases allowed under subsection (H) or (I) of this section.

(D) Filing Fee. Any application submitted under this section for a special rent increase shall be accompanied by the filing fee as may be determined by resolution of the City Council from time to time.

(E) An MNOI special rent increase application may be filed with the ~~Housing Manager~~ Department under subsection (H) of this section without filing an application under subsection (I) or (J) of this section. An application for an MNOI special rent increase may be filed under subsection (I) of this section without filing an application under subsection (H) or (J) of this section. However, an application for a special rent increase under subsection (J) of this section shall not be filed unless an MNOI application under Subsection (H) or (I) of this section is also concurrently filed, and the two applications shall be heard together. If the owner fails to meet his/her burden of proof to justify a special rent increase under subsection (J) of this section, the Board shall have the authority to grant an MNOI special rent increase under subsection (H) or (I) of this section if there is ~~a preponderance of~~ substantial evidence in the record to support a special rent increase under subsection (H) or (I) of this section. If the owner fails to meet his/her burden of proof, based on ~~a~~

~~preponderance of~~ substantial evidence, to justify any special rent increase under subsection (H), (I) or (J) of this section, the Board shall deny any special rent increase.

(F) Required Information and Documentation. An application submitted to the ~~Housing Manager~~ Department by an owner for a special rent increase under this section shall contain all information and documentation necessary for the ~~Housing~~ Manager, or their designee, to deem the application complete. For purposes of this section, the term "complete" means payment of the required filing fee as may be established by resolution of the City Council from time to time pursuant to subsection (D) of this section, and all of the following:

(1) For a park's MNOI rent increase application under subsection (H) of this section, information and documentation establishing the following: the park's income and expenses in calendar year 2005 (or for the base year as defined in subsection (G)(2)(a) of this section if the owner previously received an MNOI rent increase or other special rent increase under subsection (H) of this section); the park's income and expenses for the current year; the park's income and expenses in each of the last five years; if the owner previously received a special rent increase under this section, the park's income and expenses since its last special rent increase; and such other information and documentation necessary and relevant for the City and its experts to complete their analysis and for the Board to properly determine whether the owner is entitled to an MNOI calculation under subsection (H) of this section.

(2) For a park's application for a readjusted base year MNOI rent increase under subsection (I) of this section, all information and documentation required by subsection (F)(1) of this section, and additional information and documentation establishing: the park's purchase price; capital improvements made by the owner in calendar year 2005; capital improvements made by the owner in the current year; the factual basis and supporting evidence for the owner's contention that the park's 2005 operating expenses were unusually high or low despite prudent business practices; the factual basis and supporting evidence for the owner's contention that capital improvements that were made in calendar year 2005 but not reflected in rent increases collected during 2005; the factual basis and supporting evidence for the owner's contention that unusual repairs made in calendar year 2005, including but not limited to the reasons for those repairs; the factual basis and supporting evidence for the owner's contention that the park had unusually high or low expenses in calendar year 2005, including but not limited to the reasons for those expenses; the factual basis and supporting evidence for the owner's contention that rents during calendar year 2005 were disproportionately low because the rents were not established in an arm's-length transaction; the factual basis and supporting evidence for

the owner's contention that rents in calendar year 2005 were low when compared to rents being charged in comparable mobile home parks in the City and comparable mobile home parks in comparable surrounding areas, including evidence to establish the comparability of the other mobile home parks and the comparability of surrounding areas; the return earned by the owner in calendar year 2005; and such other information and documentation as is necessary and relevant for the City and its experts to complete their analysis and for the Board to properly determine whether the owner is entitled to a readjusted MNOI rent increase under any of the factors listed in subsection (H) of this section.

(3) For an application for a fair return special rent increase under subsection (J) of this section, information and documentation establishing: the park's purchase price, the park's income and expenses in the calendar year 2005 (or other base year as defined in subsection (G)(2)(a) of this section, if the owner previously received a special rent increase under this section); the park's income and expenses for the current year; the park's income and expenses in each of the last five years; the park's income and expenses since its last special rent increase; capital improvements made by the owner in calendar year 2005 (or other base year as defined in subsection (G)(2)(a) of this section, if the owner previously received a special rent increase under this section), capital improvements made by the owner in the current year and each of the last five years; other information and documentation supporting the owner's contention that the return earned by the mobile home park is not just and reasonable; and such other information and documentation as is necessary and relevant for the City and its experts to complete their analysis and for the Board to properly determine whether the owner is entitled to a fair return special rent increase under subsection (J) of this section.

(4) For any application submitted under this section, all information and documentation concerning any rent increases imposed by the owner based on approval of any permissive rent increases under PMC 5.44.070 for the base year, and in each of the years up to and including the current year; and all annual permissive rent increases noticed, imposed, or proposed to be imposed, between submittal of the special rent increase application and the Board's determination under PMC 5.44.090.

(5) An application shall not be deemed complete until information and documentation, as set forth in this section, has been provided. An application shall not be set for hearing before it is deemed complete. If an owner fails to submit a complete application within 60 days of the City's request for additional information, the application shall be deemed withdrawn. The owner shall be credited with any unused filing fee as of the date of withdrawal. Upon withdrawal of the application, the owner shall be required to submit a

new application if he/she wishes for the City to consider a special rent increase application under this section.

(6) The determination by the Department that an application is complete under this subsection (F) shall not preclude the Board from requesting additional information or documentation deemed necessary and relevant by the Board to evaluate the application and determine whether the owner is entitled to a special rent increase under this section.

(G) Definitions. For purposes of this section, the following words, terms and phrases are defined to mean:

(1) "Base rent" means the lawfully charged space rent for a space pursuant to this chapter.

(2) "Base year" means calendar year 2005, except as provided in subsections (G)(2)(a) and (b) of this section:

(a) Following approval by the City of a special rent increase under this section, "base year" means the ~~income and expense year which was used by the Board as the current year in determining the most recently approved special rent increase~~year for which the special increase has been requested.

(b) In the event a park received a rent increase under predecessor PMC 5.44.060 (~~Ord. 1304 § 4, 2007; Ord. 867 § 4, 1990; Ord. 556 § 2, 1985)~~, the "base year" shall be calendar year 2005.

(3) "Base year Consumer Price Index" or "base year CPI" means the average CPI reported by the U.S. Department of Labor, Bureau of Labor Statistics, for calendar year 2005, or such other base year determined under subsection (G)(2) of this section.

(4) "Base year net operating income" or "base year NOI" means base year gross income minus base year operating expenses.

(5) "Comparable park" means a park which has similar quality, number and type of amenities, construction and services, is located in a similar neighborhood and provides similar access and proximity to schools, medical and educational facilities, recreation, entertainment, parks, shopping and other services and amenities and is similarly maintained as the applicant's park.

(6) "Current year" means the 12-month period immediately preceding the date of submittal of a complete application for a special rent increase.

(7) "Current year CPI" means the average CPI reported by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period immediately preceding the date of submittal of a complete application for a special rent increase.

(8) “Current year net operating income” or “current year NOI” means current year gross income minus current year operating expenses.

(9) “Gross income” includes:

(a) Space rents. For any park which received a prior annual permissive rent increase or prior special rent increase, “space rents” shall include the amount of space rents authorized pursuant to the most recent annual permissive rent increase as provided in PMC 5.44.070, or the amount of space rents that were determined to be necessary by the Board (or hearing officer) in the most recent prior decision to enable the owner to earn a fair return as provided in subsection (L)(5) of this section, whether or not such approved space rents were actually collected by the owner.

(b) Security deposits and late fees.

(c) Fees collected for services and amenities not included in space rent such as fees for recreational vehicle storage, cable TV, security, use of recreational facilities, income from coin-operated facilities.

(d) Collections for sub-metered utility service in excess of that paid by the park to the utility company, except that “gross income” shall not include collections for sub-metered utility services provided by utilities regulated by the California Public Utilities Commission (“PUC”) (including but not limited to gas and electric services).

(e) Any other income received in connection with use, occupancy or operation of the park.

(10) “Operating expenses” include:

(a) License fees.

(b) Real property taxes and assessments.

(c) Utility costs, except as provided in subsection (G)(9)(d) of this section.

(d) Insurance.

(e) Management expenses (owner performed or contracted), including reasonable advertising, accounting and managerial expense. Management expenses are presumed to be the same percentage of gross income as incurred in the base year unless the applicant produces evidence sufficient to justify that expenses increased at a higher rate despite prudent management. In the event the base year expenses are not available, they shall be estimated by taking the current expenses and decreasing them downward according to the CPI between the base year and the application year, as modified for any adjustments based on a difference between owner-managed and contracted-management in the park

between the base year and current year, unless the applicant produces substantial evidence to establish that management expenses increased at a higher rate despite prudent management.

(f) Normal repairs and maintenance, including but not limited to painting, cleaning, landscaping, repair of all standard services including plumbing, carpeting, electrical, furnished appliances and recreational facilities.

(g) Operating supplies such as janitorial supplies, gardening supplies, stationery, and similar items.

(h) Amortizable capital expenses. The amount of any amortizable capital expense shall be divided by the number of years in its useful life and only the dividend thereof shall be utilized as an operating expense for any given year in performing the MNOI or fair return calculations.

(i) Allowable legal expenses. Allowable legal expenses include reasonable attorneys' fees and costs incurred in connection with successful actions to evict residents or recover back rent and matters pertaining to the operation of the park, and reasonable attorneys' fees and costs incurred in connection with preparation of the rent increase application. Allowable legal expenses shall be divided by the number of years of their useful life or other reasonable basis, and only the dividend thereof shall be used as an operating expense for any given year in performing the NOI calculations or fair return calculations.

(11) "Operating expenses" shall not include:

(a) Debt service, including but not limited to mortgage principal and interest payments, and any other form of debt service.

(b) Land lease payments.

(c) Fees or penalties imposed for violation of the Mobilehome Residency Law (California Civil Code Section 798, et seq., or any other City, county, state or federal law.

(d) Fees based on the form of ownership of the park, and any governmental fees, charges or assessments imposed based on the form of ownership of the park.

(e) Expenses of any kind reimbursed by insurance or a fee charged to the residents.

(f) Any expenses which resulted due to the owner's failure to undertake prudent and ongoing maintenance activities or activities required by law; or costs which were caused by unnecessary and unreasonably deferred negligent, or otherwise improper repair and/or maintenance or other act or unreasonable omissions of the owner.

(g) Any sub-metered utility expenses related to, resulting from or arising out of any utility services regulated by the PUC (including gas and electricity services).

(h) Allowable legal expenses shall not include (i) attorneys' fees, costs and other legal expenses incurred in actions filed against the City, the Board or the hearing officer; (ii) attorneys' fees, costs and other legal expenses incurred in connection with the form of ownership of the park; and (iii) attorney's fees, costs and other legal expenses incurred in connection with complying with applicable provisions of federal, state or local law with regard to the operation of the park (including legal expenses incurred resulting from any civil or criminal code enforcement violations by the owner, or legal expenses incurred in any pending and unresolved cases defending the owner against any alleged civil or criminal code violations).

(12) Modifications to Operating Expenses.

(a) In calculating operating expenses for any year, when: (i) an expense item for a particular year is not representative; or (ii) in the case of base year expenses, when the expense is not a reasonable projection of average past expenditure for that item; or (iii) in the case of current year expense, when the expense is not a reasonable projection of future expenditures of that item, said expense shall be averaged with other expense levels for other years or amortized or adjusted by the CPI or may otherwise be adjusted in order to establish an expense amount for that item which most reasonably serves the objectives of obtaining a reasonable comparison of base year and current year expenses.

(b) In the event the applicant did not own the park in the base year, the operating expenses for the base year shall be determined based upon the actual operating expenses of the owner during the base year. Where actual figures are not available (such as if the records no longer exist or are not obtainable notwithstanding reasonable and good faith efforts by the applicant to obtain the records from the actual owner), the Board may consider the actual operating expenses for the first calendar year that the applicant owned the park, discounted to the base year by the percentage change in the CPI between the base year and the current year.

(13) Reasonableness of Operating Expenses. The owner shall have the burden of proving that all operating expenses are reasonable. Whenever a particular expense exceeds the normal industry or other comparable standard, the owner shall bear the burden of establishing the reasonableness of the expense. To the extent that the Board finds any such expense to be unreasonable, the Board shall adjust the expense to reflect the normal industry or other comparable standard.

(H) Maintenance of Net Operating Income Special Rent Increase (MNOI Rent Increase). It shall be presumed in the absence of evidence to the contrary presented pursuant to this subsection, or subsections (I) and (J) of this section, that the NOI earned by the mobile home park in the base year provided a just and reasonable return to the park. Except as otherwise provided in subsection (H)(1) of this section, owners shall be entitled to increase the park's base year NOI by 75 percent of the percentage increase in the CPI since the base year to the date of submittal of a complete application. Procedures for determining the MNOI rent increase shall be determined in accordance with this subsection and any regulations adopted by the City.

(1) For purposes of determining a park's initial MNOI rent increase under this subsection (H) or under subsection (I) of this section, the base year CPI shall be the average CPI reported by the U.S. Department of Labor, Bureau of Labor Statistics, for calendar year 2005; and the current CPI used in determining an MNOI special rent increase application under this subsection (H) or subsection (I) of this section shall be the average CPI reported by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period immediately preceding the date that the MNOI rent increase application is deemed complete.

(2) In the event a park submits a special rent increase application under this section, and the park previously received a special rent increase(s) under this section, the following provisions shall apply in determining if the owner is entitled to a subsequent special rent increase:

(a) The income and expense year which was designated by the Board (or hearing officer) as the current year for the most recent special rent increase approved by the Board (or hearing officer) shall be deemed the base year for purposes of evaluating and determining the subsequent special rent increase.

(b) The base year CPI shall be the average CPI reported by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period used by the Board (or hearing officer) in determining the current year for the most recently approved special rent increase.

(c) In determining the park's gross income for the base year for the subsequent special rent increase application, the gross income previously determined by the Board (or hearing officer) for the prior current year as necessary to provide a fair return in the prior current year (as reflected in the Board's prior decision) shall be used as the base year gross income for the subsequent special rent increase application.

(3) In the event that there has been an increase of more than three percent in vacancies in the park since the base year, calculation of the park's gross income and operating expenses shall be governed as follows:

(a) In the event that there has been an increase in vacancies of more than three percent in the park since the base year, the City finds that it would be contrary to the purposes of rent stabilization to authorize additional rent increases for occupied spaces in order to offset reductions in income due to increased vacancies which occur because there is not sufficient demand to fill the vacant spaces at the legal rent ceiling. In effect, allowing additional rent increases for occupied spaces because there are more vacant spaces in a park would allow owners to obtain higher rents from existing residents than it is possible to obtain from the prospective residents, whose homes are still mobile and whose options have not been restricted by the process of moving into the park. Therefore, in the event that there has been an increase in vacancies of more than three percent since the base year, gross income and operating expenses shall be determined pursuant to subsections (G)(3)(b) and (c) of this section.

(b) Gross space rents for the park shall be computed as 97 percent of the gross scheduled rental income for the park, based on 100 percent occupancy.

(c) Calculations of base year and current year operating expenses may be adjusted by the Board so that a reasonable comparison of the expenses and charges associated with rented spaces is obtained for the purpose of comparing base year and current year operating expenses and to adjust for variations in operating expenses due to the increased vacancy rate.

(4) Schedule of Increases in Operating Expense. Where scheduling of rental increases, or other calculations, require projections of income and expenses because actual data is not available, it shall be presumed that operating expenses and management expenses, exclusive of property taxes, increase at the rate of the increase in the CPI for the applicable year; and that property taxes increase at two percent per year.

(I) Special Rent Increase Based on Modifications to or Readjustment of 2005 NOI ("Readjusted 2005 MNOI Rent Increase"). An owner may rebut the presumption that the park's 2005 NOI provided a just and reasonable return at that time and obtain an adjustment of the base year rents, by presenting evidence that:

(1) The park's operating expenses in calendar year 2005 were unusually high or low despite prudent business practices. In such instance, the Board may adjust the calculation of 2005 NOI by adjusting the 2005 expenses to reflect the average of the park's expenses over a

reasonable period of time or the average of expenses in comparable mobile home parks in 2005; or

(2) Capital improvements were made in calendar year 2005 that were not reflected in rent increases collected during that year. In seeking an increase under this provision, the owner shall have the burden of demonstrating that the improvement is completed and operational, and submitting evidence of the cost incurred; or

(3) Unusual repairs were made in calendar year 2005 due to damage caused by uninsured natural events or vandalism; or

(4) Other expenses in calendar year 2005 were unusually high or low notwithstanding prudent business practices; or

(5) The rent during calendar year 2005 was disproportionately low due to the fact that it was not established in an arm's-length transaction; or

(6) The rent during calendar year 2005 was low when compared to rents being charged in comparable mobile home parks in the City and comparable mobile home parks in comparable surrounding areas; or

(7) The rent during calendar year 2005 was not sufficient to provide a just and reasonable return in calendar year 2005 year.

The park owner shall have the burden of proving the existence of one or more of the circumstances listed in subsections (I)(1) through (7) of this section, by ~~a preponderance of~~substantial evidence, and shall have the burden of providing reliable and credible evidence of the rents, operating expenses, gross income, NOI, capital improvement costs, existence and justification for finding of comparable rents and comparable parks, and the return resulting in the determination that a readjustment or modification to the 2005 NOI is warranted.

(J) Special Rent Increase Based on Fair Return. An owner may rebut the presumption that the increased calculations provided in subsection (H) of this section and modified calculations provided by subsection (I) of this section are sufficient to provide a just and reasonable return by presenting evidence that the return being earned by the mobile home park is not just and reasonable as set forth in this section and the regulations adopted from time to time by resolution of the City Council. The owner shall have the burden of proving the park is not earning a just and reasonable return by ~~a preponderance of~~substantial evidence.

In reviewing the evidence and making its determination, the Board shall consider all relevant information, including but not limited to:

(1) The purchase price of the park;

(2) Any capital improvements made in the park by the owner;

(3) The return earned by the park;

(4) The return earned by comparable mobile home parks; and

(5) The mobile home park's pattern of income and expenses over each of the past five years, including any unavoidable increases or decreases in maintenance, repairs and other operating expenses, including but expressly not limited to deferred maintenance or substantial deterioration in the mobile home park other than as the result of normal wear and tear.

(K) It is the intent of this chapter that a rent increase be approved under this section only when the owner demonstrates by ~~a preponderance of~~substantial evidence that such a rent increase is necessary to provide the owner with a fair return.

(L) An owner may charge less than the special rent increase approved by the Board, subject to the following:

(1) An owner may phase in a special rent increase approved by the Board (or hearing officer), but at time of the initial phasing, the owner shall serve notice of the phasing plan to each affected resident along with the notice of rent increase required by State law, and shall concurrently serve a copy of the phasing plan to the Department.

(2) An owner may decide not to charge the full amount of a special rent increase approved by the Board (or hearing officer), as determined in the owner's discretion. The owner shall serve each affected resident with notice of rent increase as required by state law.

(3) At no time shall any special rent increase be imposed on any space such that the total rent paid by the resident in any one month exceeds the new rent reflected in the decision of the Board (or hearing officer).

(4) If an owner decides to phase in an approved special rent increase, or to charge less than the approved special rent increase, the owner shall not thereafter demand, charge or collect any portion of any uncollected special rent increase for any retroactive period of time. No retroactive recovery of any portion of a special rent increase not previously collected from a resident shall be recoverable by the owner. No phasing plan shall include any retroactive recovery of any uncollected special rent increases, and a phasing plan shall operate prospectively only.

(5) In evaluating a subsequent special rent increase application under this section, the new space rents determined by the Board (or hearing officer) as necessary to provide the owner

with a fair return in the most recent prior special rent increase shall be included in determining the base year gross income for purposes of calculating the subsequent special rent increase (subject to the provisions of subsection (H)(3) of this section).

(6) If the new space rent actually charged to a resident by the owner following the City's approval of the special rent increase is less than the authorized special rent increase determined under this section, the owner shall also list the actual rent charged in the park's annual registration provided to the City under PMC 5.44.050.

(M) Upon final approval of a special rent increase, the owner shall not charge the resident rent in excess of that rent permitted under the special rent increase except based on a subsequent rent increase approved in accordance with and as otherwise authorized by this chapter. Following receipt of the Board's final decision (if the Board's decision is not timely appealed), or following receipt of the hearing officer's final decision in the event of an appeal under PMC 5.44.100, the owner shall submit a modified rent schedule to the City containing the rents actually charged to the residents based on the Board's final decision or the hearing officer's final decision.

(N) Following approval of a special rent increase by the Board under subsection (H), (I) or (J) of this section, an owner shall not apply for or impose a permissive rent increase pursuant to PMC 5.44.070 until the expiration of at least 12 months following the approval of the special rent increase under subsection (H), (I) or (J) of this section. No permissive rent increase shall be imposed on any space until at least 12 months after imposition of any special rent increase approved under this section.

(O) Following approval of a special rent increase by the Board under subsection (H), (I) or (J) of this section, the owner shall not apply for a special rent increase under this section until the expiration of at least 12 months following the approval of the special rent increase. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.090 Hearing procedures.

(A) All applications pursuant to PMC 5.44.080 shall be filed on an application form provided by the Department. A total of eight copies of the completed application and any additional back-up documentation submitted prior to the hearing, along with two sets of mailing labels for all affected spaces in the park, must be provided to the City in order for the application to be deemed complete by the ~~Housing~~ Manager, or their designee. At the time the application is filed, the applicant shall also post in three conspicuous places in the park, a notice advising the park residents that an application has been filed with the City.

(B) Written notice of the application shall be mailed to the affected residents by the ~~Housing~~ Manager, or their designee, on the date on which the application is determined to

be complete. The notice shall inform the affected residents of their right to submit written, documentary and photographic responses to the application to the ~~Housing Manager~~ Department within 20 days of the date notice of the complete application is mailed by the City. The affected residents shall provide the owner with copies of their response or opposition concurrently with their filing of their response or opposition to the City. One copy of the application shall be maintained by the owner in the park office during regular business hours, and one copy shall also be maintained by the owner in the club house or other mutually accessible area, at all times.

If an owner submits additional information or documentation to the City after the initial submittal of the application, or if the owner submits additional information or documentation to the City after the City determines the application is not complete, the owner shall concurrently serve notice of filing of such additional information, and make such additional information available to the residents, in accordance with the procedures set out in this subsection.

(C) Hearings on Special Rent Increase Applications.

(1) Upon receipt of a special rent increase application under PMC 5.44.080(H), (I) or (J), the ~~Housing~~ Manager, or their designee, shall have 30 days in which to declare the application complete. The term "complete" shall have the meaning set forth in PMC 5.44.080(F). If the ~~Housing~~ Manager, or their designee, determines that the application is not complete, the ~~Housing~~ Manager, or their designee, shall send written notice to the owner that the application is incomplete, and will specify the information and documentation that must be submitted in order for the application to be deemed complete. In order for the City to further process the application, and deem it complete, the owner shall be required to submit all required information and documentation to the City. The City has 30 days from submittal of any additional information or documentation to again determine if the application is complete, or shall notify the owner that the application cannot be determined to be complete. If the owner fails or refuses to submit the information and documentation required to deem the application complete within 60 days of the original submittal, the application shall be deemed withdrawn, and the owner will be credited with any unused fee. Any further consideration of a special rent increase for the park shall require submittal of a new application pursuant to PMC 5.44.080 and this section.

(2) A hearing of the Board shall commence not later than 60 days from the date the application is determined complete. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.090.

(3) The Board shall render its decision in writing within ~~60~~14 days of the closing of the public hearing. ~~after the conclusion of the public hearing on the application.~~ The Board's written decision shall include findings of fact, including but not limited to a calculation of the park's NOI in the base year and in the current year, with a breakdown of expense categories. A copy of the decision shall be served on the residents, owner and the City in accordance with subsection (D) of this section.

(D) Notice of the Board's determination shall be mailed to the owner, all affected residents at the mobile home spaces designated in the application, and the City. The Board's decision may be appealed in accordance with PMC 5.44.100. If any party fails to file a timely appeal under PMC 5.44.100, the decision of the Board shall be final. ~~(Ord. 1605 § 17, 2023; Ord. 1368 § 1 (Att. A), 2009)~~

5.44.100 Appeal to hearing officer.

A park owner or resident may appeal any decision of the Board under PMC 5.44.090 in accordance with the following procedures.

(A) Deadline to File Appeal – Requirements. Either party may, and prior to commencing any action in a court of competent jurisdiction shall, appeal any final decision or order of the Board to a hearing officer by filing written notice of the appeal, a written summary of the basis of the appeal and any documents supporting the appeal with the ~~Housing~~ Manager, or their designee, not later than 10 days after the decision of the Board has been deposited in the mail, addressed to the owner and the affected residents. The appellant shall serve written notice of the filing of the appeal, the written summary of the basis of the appeal and any documents supporting the appeal, on the opposing party. Such service may either be in person or by mail to the last known address of the opposing party. No appeal shall be considered filed until a complete appeal, along with proof of service of such notice and all supporting documentation (under penalty of perjury) is received by the ~~Housing~~ Manager, or their designee, and the cost of the appeal is deposited with the City Manager. The ~~Housing~~ Manager, or their designee, shall estimate the cost of the appeal based on the fee resolution adopted by the City Council. Proof of service shall be on a form provided by the ~~Housing~~ Manager, or their designee.

(B) Selection of Hearing Officer. Upon receipt of a complete appeal, the ~~Housing~~ Manager, or their designee, shall obtain a list of retired judges or justices from the California State and federal courts, and from that list of retired judges/justices shall develop and maintain a list of hearing officers. Within five days after the appeal is deemed effective, each party (the owner and the residents' representative) will be given the opportunity to review the hearing officer list and agree on the selection of the hearing officer. In the event the parties are

unable to agree on a hearing officer within five days, the ~~Housing~~ Manager, or their designee, will designate a panel of five hearing officers from its list. Within five days of notification by the ~~Housing~~ Manager, or their designee, of the names on the panel, the parties (the owner and the residents' representative) shall meet and select the hearing officer from that panel. The process for selection will require a coin toss, the winner (either owner or residents' representative) shall strike one name from the panel. The other party shall strike one name, and the parties shall then alternate in striking names until only one name remains, who shall serve as the hearing officer. Within five days of this selection, the ~~Housing~~ Manager, or their designee, shall issue a notice of appointment of the hearing officer to the owner and the affected residents.

(C) Disqualification of Hearing Officer. Any potential hearing officer shall be disqualified from consideration as a hearing officer if he/she owns, leases or resides in any mobile home park, or has ever been an owner, lessee or resident of a mobile home park; or if he/she has owned or leased any property subject to rent control; or if he/she has ever been party to any litigation challenging or defending any rent control ordinance or decision on any rent increase application in any rent control jurisdiction. Each potential hearing officer shall be required to submit a form, under penalty of perjury, that he/she does not have any such disqualifying interest, as a condition of his/her selection as a hearing officer.

(D) Costs and Expenses of the Hearing Officer.

(1) Within five days of the ~~Housing~~ Manager's, or their designee, notice of appointment of the hearing officer, the ~~Housing~~ Manager, or their designee, shall inform the appealing party of the hearing officer's estimated costs to conduct the appeal.

(2) Within five days of such notification, the appealing party shall deposit those estimated costs with the City Clerk. As soon as the deposit is made, the hearing officer shall commence his/her duties as set forth in subsection (E) of this section. Failure to timely deposit such estimated costs shall result in a dismissal of the administrative appeal.

(3) If, at the close of the hearing, an appealing owner is deemed to be the successful party by the hearing officer, the costs and expenses of the hearing officer may be included in the hearing officer's rent decision and the affected residents' rents adjusted in the form of higher rents. Any such hearing officer costs and expenses shall be amortized over several years so that the residents shall be required to pay only a reasonable amount each year and each month, and the amortized portion of the hearing officer's costs and expenses shall be separately itemized on the monthly rent invoice and shall not be included in the space rent for purposes of determining any future rent increase under this chapter. If, at the close of the hearing, the appealing residents are deemed to be the successful party by the

hearing officer, the cost and expenses of the hearing officer may be included in the hearing officer's rent decision and the affected residents' rents adjusted in the form of lower rents, subject to a reasonable amortization period.

(E) Powers and Duties of Hearing Officer.

(1) Within five days of the ~~Housing~~ Manager's, or their designee, receipt of the hearing officer deposit from the appealing party, the hearing officer shall receive the complete Board file, including copies of taped recordings of the Board hearing(s), and a transcript. The cost of the transcript shall be deposited by the appealing party as a condition of deeming the appeal complete.

(2) Within 30 days of the ~~Housing~~ Manager's, or their designee, receipt of the hearing officer deposit from the appealing party, the hearing officer shall commence the administrative appeal hearing. By stipulation, the parties may extend this 30-day hearing period for any length of time. In the absence of such stipulation, the hearing officer may, on his/her own motion, extend the 30-day hearing period for up to an additional 15 days.

(3) Not less than 20 days prior to the appeal hearing date, the hearing officer shall provide the parties (park owner and residents' representative) and the City with written notification of the date, place and time of the hearing. The same notice shall set forth a time schedule for the filing of written argument and/or any request to file additional evidence which the parties wish the hearing officer to consider at the appeal hearing, subject to subsection (E)(4) of this section.

(4) The hearing officer shall exercise his/her independent judgment as to whether the owner is entitled to a special rent increase, and if so, the amount of such increase. The hearing officer is not bound by the prior determinations, findings, or decision of the Board; provided, that the hearing shall be conducted on the record previously presented to the Board, as provided in subsection (E)(3) of this section. The hearing officer shall review the Board's decision based on the record before the Board, including the Board resolution deciding the application, the verbatim transcripts of the proceedings, staff reports, and exhibits and reports, which were considered and/or approved by the Board during its hearings. In conducting a hearing on any appeal, no new or additional witness testimony or other evidence shall be permitted at the appeal hearing by the hearing officer, unless the party offering the evidence establishes that the evidence is relevant and, in the exercise of reasonable diligence, could not have been produced or that was improperly excluded at the hearing before the Board. The hearing officer may provide guidelines for the submission of briefs and may (but is not required to) permit oral argument on certain issues. On appeal,

the hearing officer reviews the Board's decision based on whether there was substantial evidence existing in the record to support the Board's decision.

(5) The hearing officer shall have no authority to issue a decision based on factors not authorized or included in this chapter, or otherwise inconsistent with the purposes of this chapter.

(6) The hearing officer shall issue his/her decision including written findings and conclusions within 10 days after the close of the hearing. If the hearing officer determines that substantial evidence is found to exist in the record, the decision of the Board shall be upheld. If it is found lacking, the hearing officer may either decide the matter differently or refer it back to the Board, with directions, for further consideration. The hearing officer may affirm, modify or rescind the decision of the Board. The decision shall be in writing, and a copy shall be served ~~on~~ to the ~~Housing~~ Manager, or their designee, the appealing party, and the opposing party.

(F) Procedures Following Hearing Officer Decision.

(1) If the hearing officer remands the application to the Board, the Board's remand proceedings shall be conducted in accordance with PMC 5.44.090.

(2) If the hearing officer issues a decision modifying, upholding or rejecting the appeal, the decision of the hearing officer shall be the final administrative decision within the City.

(G) Judicial Challenge. Any party dissatisfied with a final decision of the hearing officer's decision may seek judicial review in the Superior Court in accordance with PMC 5.44.160.

(H) Notwithstanding any of the foregoing provisions, the City Council may enter into a court settlement agreement that allows an owner or affected residents the ability to apply, utilize, modify, or amend the provisions of this section for any special adjustment decision of the Board which is not final as of the effective date of such agreement. For the purposes of this rule, a Board decision is not final when it remains subject to review by a court of competent jurisdiction. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.110 Fees.

A resident whose residency is not regulated by the provisions of the Mobilehome Residency Law (Civil Code Sections 798 through 799.6) shall not be charged a fee for anything other than rent or utilities with the exception of incidental reasonable charges for services actually rendered. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.120 Permissible reasons for termination of or refusal to renew residency.

(A) A residency which is not subject to the provisions of the Mobilehome Residency Law (Civil Code Sections 798 through 799.6) shall not be terminated, nor shall its renewal be refused, except for one or more of the following reasons:

(1) Failure of the resident to comply with a local ordinance or State law or regulation relating to mobile home spaces within a reasonable time after the resident receives a notice of noncompliance from the appropriate governmental agency;

(2) Conduct by the resident, upon the mobile home park premises, which constitutes a substantial annoyance to other residents;

(3) Failure of the resident to comply with reasonable rules or regulations of the mobile home park. No act or omission of the resident constitutes such a failure to comply unless and until the owner has given the resident written notice of the alleged rule or regulation violation and the resident has failed to adhere to the rule or regulation within seven days;

(4) Nonpayment of rent, utility charges or reasonable incidental service charges;

(5) Condemnation of the mobile home park;

(6) Change of use of the mobile home park; provided, that the provisions of subsection (f) of Section 798.56 of the California Civil Code are followed:

(a) The owner gives the resident written notice of the proposed change 12 months or more before the date of the proposed change;

(b) The owner gives each prospective resident whose residency will commence within 12 months of the proposed changes written notice thereof prior to the inception of his/her residency.

(B) Notice of termination or refusal to renew must be given in writing in the manner prescribed by Section 1162 of the Code of Civil Procedure at least 60 days prior to the termination date of the residency. The notice shall state the date the residency terminates, the reason for the termination or refusal to renew, and the specific facts upon which the owner is relying. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.130 Refusal of resident to pay illegal rent.

A resident may refuse to pay any rent in excess of the maximum rent permitted by this chapter. The fact that such unpaid rent is in excess of the maximum rent shall be a defense in any action brought to recover possession of a mobile home space for nonpayment of rent or to collect the illegal rent. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.140 No retaliation.

No resident shall be subjected to retaliation for the exercise of his/her rights under the provisions of this chapter. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.150 Posting of chapter.

A copy of this chapter shall be posted in every park in the City, in (A) the park office; and (B) the recreation building or clubhouse (if any). ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.160 Remedies.

(A) Any person who demands, accepts or retains any payment of rent in violation of the provisions of this chapter shall be liable in a civil action to the person from whom such payment is demanded, accepted or retained for damages in the sum of three times the amount by which the payment or payments demanded, accepted, or retained exceed the maximum rent which could be lawfully demanded, accepted, or retained together with reasonable attorneys' fees and costs as determined by the court.

(B) Any person violating any of the provisions of this chapter shall be punishable as set forth in PMC Title 1. Where the conduct constituting the violation is of a continuing nature, each day that the conduct continues shall be deemed a separate and distinct violation.

(C) The City may institute a civil action to compel compliance with this chapter.

(D) Any legal challenge to a determination of the hearing officer's decision granting or denying an appeal must be filed within 90 days of the date of the hearing officer's final decision as set forth in his/her resolution making findings. The hearing officer's decision shall state that judicial review must be sought within 90 days and is governed by Code of Civil Procedure Section 1094.6. The hearing officer's decision is final upon the date that it is mailed by first-class mail, postage prepaid, including a copy of the affidavit or certificate of mailing, to each party to the appeal. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.170 City Council review of this chapter.

The City Council shall review the provisions of this chapter six months after the date of adoption of the ordinance from which it derives, and at any other time deemed appropriate, in order to consider the following:

(A) Whether mobile home space rent control continues to be necessary to protect the public health, safety and welfare;

(B) Whether the implementation of the provisions of this chapter has been adequate; and

(C) Whether the provisions of this chapter should be amended to provide more effective regulation or to avoid unnecessary hardship. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.180 Exemptions.

(A) Any mobile home space that is within an exemption created by the State Mobilehome Residency Law, Civil Code Section 798 et seq., is exempt from the provisions of this chapter (except PMC 5.44.041 and 5.44.080).

(B) Any mobile home space that was not subject to the provisions of this chapter as of June 11, 1997, and is within a mobile home park that is owned or operated by either the Palmdale Housing Authority or an organization that is exempt from federal income taxes under Section 501 (c)(3) of the Internal Revenue Code, is exempt from the provisions of this chapter (except PMC 5.44.041 and 5.44.120). The exemption created by this subsection is effective only if a covenant has been recorded against the park documenting that the owner or operator of the mobile home park has an existing agreement with the City regulating the rental rates for mobile home spaces within the mobile home park, and said agreement includes a commitment to provide affordable housing so that at least 20 percent of the spaces/coaches in the park are set aside for rental to persons of low or moderate income, as defined in Health and Safety Code Section 50093. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.190 Park inspections and audits.

City staff shall have the right to inspect mobile home parks within the City, including, without limitation, inspection of the notices required by PMC 5.44.060, documentation regarding any rent increases imposed on any regulated spaces in the park, and courtesy inspections by the Code Enforcement Division of the City. City staff also shall have the right to conduct an annual audit of the records being maintained by any mobile home park within the City during the park's regular business hours, following a written request therefor, made at least five business days prior to the time of the audit. City staff shall determine the location where the audit is to be conducted and may conduct the audit at the mobile home park or at the location where the park's business records are maintained, if the records are not maintained at the mobile home park. ~~(Ord. 1368 § 1 (Att. A), 2009)~~

5.44.200 Regulations and forms.

The City Council may adopt regulations and forms from time to time as the Council deems necessary to implement the provisions of this chapter. Except as otherwise provided by this chapter or any regulations of the City Council, the City Manager may adopt such regulations and/or forms as he/she deems necessary for the City to implement and administer the provisions of this chapter. ~~(Ord. 1368 § 1 (Att. A), 2009)~~