PALMDALE

a place to call home

CITY COUNCIL
SUCCESSOR AGENCY
CITY COUNCIL CHAMBER
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
TUESDAY, APRIL 7, 2026
5:00 PM
www.cityofpalmdaleca.gov

WELCOME

LEGISLATIVE BODY

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

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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
Members of the public may speak for up to **three (3) minutes** on the Consent Calendar, Public Hearings, Appointments, New Business, and Closed Session items. To address

the Legislative Body on any agendized item, please complete a speaker card for the City Clerk and indicate the item you wish to speak on. Speaker cards are available in the foyer of the Council Chambers.

Please follow these guidelines to ensure the meeting runs smoothly:

- All comments must be respectful and courteous.
- Comments that are personal, threatening, obscene, insulting, or that attack others or berate differing viewpoints will not be allowed.
- Individuals who violate these rules or disrupt the meeting will be ruled out of order by the Chair and must immediately stop speaking.
- Disruptive individuals may be asked to leave the meeting.

1. **CALL MEETING TO ORDER**

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

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

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

4. PRESENTATIONS

   4.1 Proclamation to Edward's Air Force Base declaring April the Month of the Military Child.

   4.2 AV Wall presentation to the City of Palmdale for supporting veterans in the Antelope Valley.

5. **NON-AGENDA PUBLIC COMMENTS - Now is the time for public participation.**

6. **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.

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

6.2 Receive and file the monthly investment activity reports for February 2026.
SR Monthly Investment Reports February 2026.docx
Rpt. Monthly Investment Reports February 2026.pdf

6.3 Approve agreement with Dell Inc., for Microsoft Azure Cloud Services for a three year term.
SR Agrmt No. A-9808 with Dell Inc.docx
Agrmt No. A-9808 with Dell Inc.pdf

6.4 Approve the Certificate of Completion between the City of Palmdale and Delta Scientific Corporation as required by Agreement No. A-0155 for the development of two industrial buildings located on the southwest corner of Avenue O and Delta Lane (APN's 3005-046-016 and -017).
SR Certificate of Completion.docx
Draft Certificate of Completion Delta-Palmdale.docx

6.5 Adopt Resolution No. CC 2026-005, a Resolution of the City Council of the City of Palmdale affirming CEQA exemption and authorizing a multi-year citywide right-of-way maintenance and rehabilitation program from Fiscal Year 2025-26 to Fiscal Year 2030-31.
SR Reso. No. CC 2026-005.docx
Reso. No. CC 2026-005.docx
Notice of Exemption.pdf
Project Map.pdf

6.6 Adopt Resolution No. CC 2026-006, a Resolution of the City Council of the City of Palmdale directing the preparation of the Annual Engineer's Report for the continuation of the annual Levy of Assessments and designating the Engineer of Work for Fiscal Year 2026-27 for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02.
SR Reso. No. CC 2026-006.docx
Reso. No. CC 2026-006.docx

6.7 Adopt Resolution No. CC 2026-007, a Resolution of the City Council of the City of Palmdale directing the preparation of the annual Engineer's Reports for the continuation of the annual Levy of Assessments and designating the Engineer of Work for Fiscal Year 2026-27 for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.
SR Reso. No. CC 2026-007.docx
Reso. No. CC 2026-007.docx

6.8 Approve Second Amendment to Agreement with Psomas for design services for

PN 796, 45th Street East Sewer, Storm Drain, and Street Improvement Project, increasing the amount by $54,625, for a total not to exceed contract amount of $362,365, and extending the contract term to June 30, 2026.
SR Second Amendment to Agrmt No. A-8881 with Psomas.docx
Second Amendment to Agrmt No. A-8881 with Psomas.pdf
First Amendment to Agrmt No. A-8881 with Psomas.pdf
Agrmt No. A-8881 with Psomas.pdf

6.9 Approve agreement with Willdan Engineering for Construction Management and Observation Services for PN 796, 45th Street East Sewer, Storm Drain, and Street Improvement Project, for a total not to exceed amount of $877,189 for a term of 251 working days from the date of the Notice to Proceed.
SR Agrmt No. A-9785 with Willdan Engineering.docx
Agrmt No. A-9785 with Willdan Engineering.pdf

6.10 Approve agreement with Greenfield Landscaping and Maintenance, Inc., for turf removal and replacement services at Marie Kerr Park for a total not to exceed amount of $154,880 for a term of six months.
SR Agrmt No. A-9790 with Greenfield Landscaping and Maintenance, Inc.docx
Agrmt No. A-9790 with Greenfield Landscaping and Maintenance, Inc.pdf

6.11 Approve Change Order No. 3 & 4 in the amount of $29,860 for PN 887, Marie Kerr Park Best of the West Softball Complex Concession Stand project.
SR PN 887 MKP BOW Concession Stand.docx
Project Photos.pdf
Contract Change Order Table.pdf
Change Order 3.pdf
Change Order 4.pdf

6.12 Accept Notice of Completion (NOC) for PN 918, 2025 Summer Arterial Overlay Project.
SR NOC PN 918 2025 Summer Arterial Overlay Project.docx
NOC.docx
Location Map.pdf
Project Photos.pdf

6.13 Approve the minutes from the previous meeting.
Mins 03 03 2026.pdf

7. **APPOINTMENTS - Now is the time for public participation.**

7.1 Nominate and appoint one public member to the Palmdale Enhanced Infrastructure Financing District (EIFD) Public Financing Authority (PFA) to serve the remainder of a two-year term set to expire June 30, 2027.
SR Appt Palmdale EIFD PFA.docx

Apps.pdf

8. **NEW BUSINESS - Now is the time for public participation**

8.1 Adopt Resolution No. CC 2026-017, a Resolution of the City Council of the City of Palmdale, establishing a new employee bargaining unit, the Public Works Maintenance Division Supervisory and Confidential Unit, and recognition of Teamsters Union Local 986 as their exclusive representative.
SR Reso. No. CC 2026-017.docx
Reso. No. CC 2026-017.docx

9. **PUBLIC HEARING - Now is the time for public participation. Each public hearing will have its own public testimony.**

9.1 Adopt Ordinance No. 1667, an Ordinance of the City Council of the City of Palmdale approving Zoning Ordinance Amendment 26-0002 to modify requirements related to Accessory Dwelling Units and Junior Accessory Dwelling Units to ensure compliance with state law and find the amendment is exempt from environmental review.
SR Ord. No. 1667.docx
Ord. No. 1667.docx
Reso. No. PC-2026-003 Signed.pdf

10. **CITY MANAGER'S REPORT**

11. **SHERIFF'S REPORT**

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 LABOR NEGOTIATORS
Agency designated representatives: Salvador Mendez, City Manager, Linda Daube, Special Counsel, Janelle Samson, Deputy City Manager, and Yvette Barrios, Director of Human Resources
Employee organization: Teamsters Local 986
This closed session is being held pursuant to the authority of California Government Code Section 54957.6.

13.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Vacant land located at the southeast corner of State Route (SR) 14 and Palmdale Boulevard (APN's 3009-026-004, -005, -011, and -012)
Agency Negotiation: Salvador Mendez, City Manager, Megan Taggart, Director of Economic and Community Development, Alexandra Severino, City Attorney, and Janelle Samson, Deputy City Manager
Negotiating Parties: Belldale, LLC and City of Palmdale
Under Negotiation: Price and Terms of Payment
This closed session is being held pursuant to the authority of California Government Code Section 54956.8.

13.3 PUBLIC EMPLOYMENT
Title: City Attorney Recruitment
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 May 5, 2026, 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: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY REPORTS FOR FEBRUARY 2026**

RECOMMENDATION

Staff recommend that the City Council:

1. Receive and file the February 2026 monthly investment activity reports for the City of Palmdale and Successor Agency.

BACKGROUND

In accordance with Section 16 of the City and Successor Agency Investment Policy, the City Treasurer is required to prepare and present monthly and quarterly investment reports to the City Manager/Executive Director and the City Council/Board of Directors. These reports include detailed information on each investment, including the investment type, issuer name, purchase date, maturity date, amount invested, and interest rate. Reporting covers all pooled investments of the City and Successor Agency, as well as Certificates of Participation, Revenue Bonds, Tax Allocation Bonds, Assessment Districts, and Community Facilities District accounts managed by external fiscal agents.

The monthly investment reports provide an overview of the City and Successor Agency's investment activity and portfolio performance. They summarize total assets, portfolio allocations, average maturities, yields, and book values. The interest rates presented reflect the most current rates available as of the report date.

Market values for pooled City and Successor Agency investments are based on closing prices as of the report date. Pricing information is obtained from reputable sources, including the Wall Street Journal, Bloomberg Financial Markets, Capital Market Finance publications, and other reliable market data providers.

DISCUSSION

Compliance with Investment Policy

As of February, the City's total investment portfolio was valued at $310,283,163, reflecting a decrease of $324,631 from the prior month and a decrease of $9,380,488 compared to the same period last year. The month-over-month decrease is attributable to maturities that have not been reinvested yet.

The Successor Agency's portfolio had a par value of $15,531,671 as of February, representing a decrease of $1,743,608 from the previous month. The decrease is due to the debt service payments made during the month.

All investments are in full compliance with Section 8 of the City's Investment Policy. The portfolios consist of a diversified mix of authorized investment instruments, including Certificates of Deposit, Corporate Notes, U.S. Treasury Securities, and Government Agency Securities, each maintained within established portfolio percentage limits.

The Finance Division serves as custodian of the City and Successor Agency investment portfolios and adheres to the three primary objectives outlined in the Investment Policy:

- Safeguard principal by investing in financial instruments that mitigate the risk of market-related losses;
- Maintain sufficient liquidity to meet anticipated cash flow needs; and
- Achieve a competitive market rate of return consistent with policy constraints.

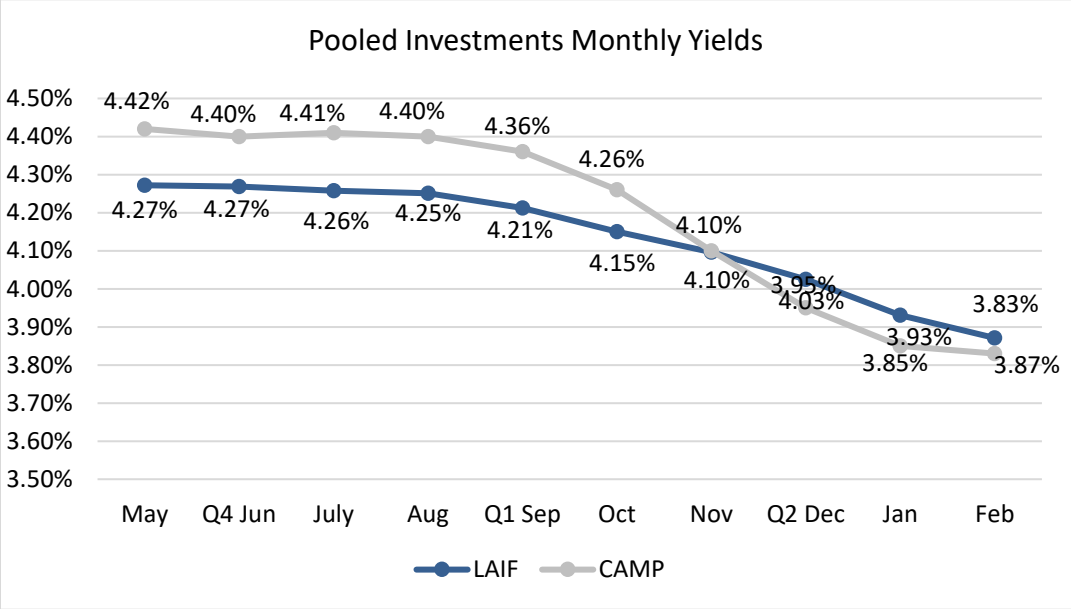
Liquidity

Maintaining adequate liquidity to support operational requirements remains a key priority of the Finance Division. To support this objective, the City and Successor Agency invest in two pooled funds: the Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). These funds are designed to support daily operational needs and provide flexibility during periods of economic uncertainty. Their high liquidity ensures that both entities can meet ongoing cash flow demands.

At the end of February, the City's LAIF balance totaled $116,929,296, no changes from the prior month. The Successor Agency's LAIF balance was $4,027,756, reflecting no changes from the prior month.

The City's CAMP balance at the end of February was $54,427,027, compared to $54,267,675 in January. The increase is due to interest earned during the month.

The interest rates presented reflect the most current rates available as of the date of this report. As of February 28, 2026, LAIF and CAMP were earning 3.871 percent and 3.83 percent, respectively. At the end of January, the rates were 3.931 percent for LAIF and 3.85 percent for CAMP. One year ago, LAIF and CAMP rates were 4.333 percent and 4.51 percent, respectively.



The chart above shows the LAIF and CAMP average monthly yields from May 2025 through February 2026. The difference between the two funds' performance is primarily due to their varying pool characteristics. CAMP's portfolio composition is more prone to market volatility, resulting in performance variations.

Diversity

The Finance Division seeks to maintain a well-diversified investment portfolio in order to minimize exposure to risks associated with any single security type or financial institution.

The City and Successor Agency portfolios remain appropriately diversified in accordance with the Investment Policy. The accompanying monthly reports detail all investments held by both entities, including current book values as of February 28, 2026.

Based on current projections, both the City and the Successor Agency have sufficient funds to meet anticipated expenditure requirements over the next six months. The Finance Division will continue to closely monitor economic conditions and assess their potential impact on interest rates and overall portfolio performance.

Attached are summaries of the investments in the City and Successor Agency's books as of February 28, 2026.

FISCAL IMPACT

$0; There is no fiscal impact associated with the recommended action for this report.

STRATEGIC PLAN

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

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

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

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

ATTACHMENTS

Rpt. Monthly Investment Reports February 2026

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 28, 2026

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
U.S. TREASURY SECURITIES				Yield			
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note	0.66	3,000,000.00	3,261,331.50	2,966,940.00
03-08-23	03-31-26	CITY	9128286L9 U.S. Treasury Note	2.25	3,200,000.00	3,029,330.80	3,156,832.00
01-03-24	12-31-26	CITY	912828YX2 U.S. Treasury Note	0.04	5,000,000.00	4,696,880.23	4,848,850.00
01-03-24	06-30-27	CITY	91282CEW7 U.S. Treasury Note	0.04	5,000,000.00	4,897,630.28	4,954,900.00
01-03-24	09-30-27	CITY	91282CFM8 U.S. Treasury Note	0.04	2,500,000.00	2,523,771.66	2,522,450.00
01-08-24	06-15-26	CITY	91282CHH7 U.S. Treasury Note	0.04	5,000,000.00	5,001,760.94	5,006,000.00
12-18-24	09-30-29	CITY	91282CFL0 U.S. Treasury Note	0.39	5,000,000.00	4,977,094.45	5,022,250.00
12-18-24	10-31-29	CITY	91282CFT3 U.S. Treasury Note	0.40	5,000,000.00	4,988,321.47	5,047,050.00
12-18-24	11-30-29	CITY	91282CFY2 U.S. Treasury Note	0.39	5,000,000.00	4,942,086.29	5,021,300.00
01-02-25	12-31-29	CITY	91282CGB1 U.S. Treasury Note	0.39	3,000,000.00	2,949,835.02	3,012,300.00
11-17-25	09-30-30	CITY	91282CPA3 U.S. Treasury Note	3.63	3,000,000.00	3,015,470.91	3,001,130.25
01-23-26	06-30-29	CITY	91282CEV9 US Treasury Note	3.25	1,000,000.00	985,312.50	985,312.50
01-23-26	02-28-30	CITY	91282CGQ8 US Treasury Note	4.00	1,000,000.00	1,008,750.00	1,008,750.00
01-23-26	12-31-30	CITY	91282CJQ5 US Treasury Note	3.75	1,000,000.00	995,937.50	995,937.50
			TOTAL U.S. TREASURY SECURITIES		$ 47,700,000.00	$ 47,273,513.55	$ 47,550,002.25
GOVERNMENT AGENCY PAPER							
07-29-21	04-29-26	CITY	3130AN5C0 Federal Home Loan Note	1.05	4,000,000.00	4,010,455.13	3,899,120.00
12-21-21	12-22-26	CITY	3133ENJC5 Federal Farm Credit	1.29	5,000,000.00	5,000,000.00	4,814,666.55
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Note	3.33	5,000,000.00	4,479,000.00	4,758,477.85
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac	0.80	5,000,000.00	4,539,500.00	4,800,207.95
01-06-23	02-25-27	CITY	3130AQRH8 Federal Home Loan Note	4.38	5,000,000.00	4,590,638.89	4,843,987.40
01-06-23	04-19-27	CITY	3130ARHJ3 Federal Home Loan Note	4.38	5,000,000.00	4,801,354.86	4,925,508.20
05-03-24	05-01-28	CITY	3133ERCX7 Federal Farm Credit	5.17	5,000,000.00	5,000,000.00	5,022,317.60
08-08-24	08-14-29	CITY	3134HADY6 Freddie Mac Domestic	4.00	4,000,000.00	3,946,000.00	3,971,348.28
12-03-24	12-04-29	CITY	3130B3XP3 Federal Home Loan	4.50	1,000,000.00	1,000,000.00	998,973.31
12-04-24	12-02-27	CITY	3133ERE23 Federal Farm Credit	4.32	1,000,000.00	1,000,000.00	1,003,072.14
01-27-25	07-27-27	CITY	3130B4RC7 Federal Home Loan Bank	4.50	3,000,000.00	3,000,000.00	3,019,381.53
01-28-25	07-21-27	CITY	3130B4QA2 Federal Home Loan Bank	4.55	3,000,000.00	3,000,000.00	3,003,732.24
06-13-25	10-30-28	CITY	3130B62E5 Federal Home Loan Bank	4.25	3,000,000.00	3,000,000.00	3,000,982.74
06-27-25	04-30-29	CITY	3136GAGW3 Fannie Mae	4.75	5,000,000.00	5,000,000.00	4,993,056.90
09-17-25	09-15-28	CITY	3133ETXV4 Federal Farm Credit Bond	3.83	1,400,000.00	1,402,403.14	1,400,000.00
11-17-25	11-06-30	CITY	3130B8BF8 Federal Home Loan	3.95	830,000.00	833,082.01	832,080.25
01-06-26	06-26-30	CITY	3133ET5K9 Federal Farm Credit Bank	4.07	3,000,000.00	2,998,500.00	2,998,500.00
01-06-26	01-06-31	CITY	3136GCCY9 Fannie Mae	4.00	4,000,000.00	4,000,000.00	4,000,000.00
			TOTAL GOVERNMENT AGENCY PAPER		$ 63,230,000.00	$ 61,600,934.03	$ 62,285,412.94
CERTIFICATES OF DEPOSIT							
01-04-24	06-15-26	CITY	05580A4Y7 BMW Bank of NA	4.03	240,000.00	243,434.40	241,276.80
01-04-24	12-28-28	CITY	09582YAV4 Blue Ridge Bank	4.09	240,000.00	240,948.00	241,135.20
06-11-24	06-11-26	CITY	38150VUZ0 Goldman Sachs Bank	5.05	245,000.00	245,033.90	247,179.52
06-13-24	06-13-29	CITY	89235MPP0 Toyota Financial SGS	4.65	245,000.00	245,000.00	250,250.86
06-14-24	06-15-26	CITY	34520LBC6 Forbright Bank	5.05	245,000.00	245,000.00	247,279.55
06-14-24	06-14-28	CITY	307811KA6 Farmers & Merchs Bank	5.00	245,000.00	245,000.00	246,517.02
06-17-24	06-17-26	CITY	8562855V9 State Bank of India	5.10	245,000.00	245,000.00	247,345.31
06-20-24	06-22-26	CITY	06051XER9 Bank of America NA	5.05	245,000.00	245,000.00	247,339.38
06-21-24	06-22-26	CITY	35634MAE1 Freedom Bank/Maywood NJ	5.05	245,000.00	245,000.00	247,339.60
01-06-26	12-30-30	CITY	32026U6U5 First Foundation Bank	4.25	250,000.00	250,000.00	250,000.00
01-14-26	01-14-31	CITY	46659CSR2 JP Morgan Chase Bank NA	4.0	250,000.00	250,000.00	250,000.00
02-13-26	02-14-28	CITY	178180HL2 City National Bank Beverly Hills	3.85	250,000.00	250,000.00	250,000.00
02-20-26	02-20-29	CITY	33622PAP8 First Security Bank	3.9	250,000.00	250,000.00	250,000.00
			TOTAL CERTIFICATES OF DEPOSIT		$ 3,195,000.00	$ 3,199,416.30	$ 3,215,663.24

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 28, 2026

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
CORPORATE BONDS							
05-17-23	03-01-26	CITY	30231GAT9 Exxon Mobile Corporation	3.04	1,000,000.00	982,084.11	992,306.58
05-17-23	03-02-26	CITY	194162AQ6 Colgate-Palmolive	4.80	1,000,000.00	1,035,553.33	1,004,192.41
01-04-24	07-27-26	CITY	61761J3R8 Morgan Stanley	4.70	500,000.00	481,185.25	493,730.00
01-04-24	06-15-26	CITY	46625HRS1 JPMorgan Chase & CO	4.52	500,000.00	484,840.25	495,185.00
01-04-24	03-02-28	CITY	718172CE7 Philip Morris Intl Inc	4.49	500,000.00	474,395.25	487,000.00
01-04-24	04-01-27	CITY	808513BW4 Charles Schaw Corp	4.68	500,000.00	479,390.25	492,985.00
01-09-24	06-02-26	CITY	11271LAA0 Brookfield Fin Inc	5.13	500,000.00	490,115.25	498,735.00
01-09-24	07-09-27	CITY	22550L2K6 Crdit Suisse New York	4.92	500,000.00	500,910.25	507,650.00
01-09-24	08-15-28	CITY	797440CE2 San Diego G & E	4.49	500,000.00	509,340.25	510,425.00
01-09-24	07-01-27	CITY	75973QAA5 Reneissance Financial	5.01	500,000.00	475,470.25	492,385.00
08-27-24	02-01-29	CITY	06406RBN6 Bank of NY Mellon Corp	4.20	656,000.00	663,116.29	660,965.92
08-27-25	07-26-29	CITY	06406RBK2 Bank of Melon Corp	4.09	1,000,000.00	1,021,952.92	1,021,952.92
08-27-25	08-09-29	CITY	89236TMK8 Toyota Motor Crdt Corp	4.03	500,000.00	510,587.75	510,587.75
08-27-25	05-13-30	CITY	91324PDX7 United Health Group Inc	4.15	1,000,000.00	914,211.92	914,211.92
01-06-26	11-15-30	CITY	30303MAB8 Meta Platforms Inc Global	4.20	1,500,000.00	1,510,500.00	1,510,500.00
01-06-26	05-06-30	CITY	46647PBD7 JPMorgan Chase & Co	3.70	1,500,000.00	1,482,990.00	1,482,990.00
01-23-26	04-13-29	CITY	023135CG9 Amazon.com Inc	3.45	1,000,000.00	988,500.00	988,500.00
01-23-26	01-23-30	CITY	6174468G7 Morgan Stanley MTN	4.43	1,000,000.00	1,007,000.00	1,007,000.00
01-23-26	01-10-31	CITY	89236TPH2 Toyota Motor Credit Corp	4.20	1,000,000.00	998,300.00	998,300.00
02-12-26	02-12-31	CITY	95004HBB3 Wells Fargo Bank	4.15	2,000,000.00	2,000,000.00	2,000,000.00
02-23-26	02-23-29	CITY	06055JQF9 Bank of America Corp	4.05	2,000,000.00	2,000,000.00	2,000,000.00
			TOTAL CORPORATE BONDS		$ 19,156,000.00	$ 19,010,443.32	$ 19,069,602.50
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY	98-19-620	0.78	61,768,288.77	61,768,288.77	61,768,288.77
9-19-2024	n/a	PFA	40-19-078		36,500,000.00	36,500,000.00	40,603,146.66
9-28-2021	n/a	ARPA	19-19-004	0.78	14,557,860.40	14,557,860.40	14,557,860.40
			TOTAL LAIF ACCOUNTS		$ 112,826,149.17	$ 112,826,149.17	$ 116,929,295.83
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY	6080-01	0.30	54,427,026.51	54,427,026.51	54,427,026.51
			TOTAL CAMP ACCOUNTS		$ 54,427,026.51	$ 54,427,026.51	$ 54,427,026.51
UBS FINANCIAL SERVICES							
n/a	n/a	CITY		0.00	6,806,160.14	6,806,160.14	6,806,160.14
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 6,806,160.14	$ 6,806,160.14	$ 6,806,160.14
			TOTAL CITY INVESTMENTS		$ 307,340,335.82	$ 305,143,643.02	$ 310,283,163.41

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 28, 2026

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
			LIBRARY INVESTMENTS				
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
11-20-84	n/a	LIBRARY	16-19-012	0.78			14,228.63
			TOTAL LIBRARY INVESTMENTS				$ 14,228.63
			FISCAL AGENT CASH				
SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
05-10-95	n/a	BOND	95421220	0.35			123.61
05-10-95	n/a	IMPROVEMENT	95421222	0.10			179,646.73
			TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1				$ 179,770.34
BOND PROCEEDS							
RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-06-95	n/a	RESERVE-SEN	95420880	n/a			14.25
04-06-95	n/a	IMPV-ACQUI	95420884	0.01			2,990,227.59
04-06-95	n/a	BOND	95420887	0.15			0.15
			TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1				$ 2,990,241.99
BOND PROCEEDS							
ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
08-01-19	n/a	SP TAX - B BOND	242969000	0.00			278,360.80
08-01-19	n/a	RESERVE	242969003	0.00			722,947.91
08-01-19	n/a	SP TAX - REFNDING BOND	242969004	0.01			15,152.03
			TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1				$ 1,016,460.74
BOND PROCEEDS							
2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
	n/a	SPEC TRB SER A/B	251009000	0.01			140,716.59
	n/a	RESERVE FUND	251009001	0.01			639,057.15
			TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021				$ 779,773.74
BOND PROCEEDS							
2006-1 GODDE HILL ESTATE SEWER IMPROVEMENTS LOIB							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
11-08-06	n/a	REDEMPTION FUND	106844000	0.01			29,833.14
11-08-06	n/a	ADM EXP	106844002	0.01			1,848.60
11-08-06	n/a	RESERVE FUND	106844003	0.01			87,573.55
			TOTAL 2006-1 GODDE HILL ESTATE SEWER IMPROVEMENTS LOIB				$ 119,255.29

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 28, 2026

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
2015 HA DEBT SERVICE RESERVE							
Fiscal Agent: Bank of America							
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08			41,180.69
			TOTAL 2015 HA DEBT SERVICE RESERVE				$ 41,180.69
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND							
05-23-18	n/a	CITY	104790895775 Pub. Agency Retirement Svcs.	2.60			12,527,271.32
			TOTAL PARS PENSION TRUST FUND				$ 12,527,271.32
BOND PROCEEDS							
2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
09-03-15	n/a	BOND FUND	277067000	0.00			138,264.06
09-03-15	n/a	INTEREST ACCT	277067001	0.01			14.01
09-03-15	n/a	BOND RESERVE	277067003	0.00			281,018.54
09-03-15	n/a	REPAIR & REPLACE FUND	277067004	0.00			1,442,360.74
			TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS				$ 1,861,657.35
BOND PROCEEDS							
2017 PFA $17.4M LEASE REVENUE BONDS							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-05-17	n/a	REVENUE FUND	271128000	0.00			0.50
04-05-17	n/a	REVENUE REFUNDING BOND	271128001	n/a			0.07
04-05-17	n/a	REVENUE REFUNDING BOND	271128002				0.31
			TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS				$ 0.88
BOND PROCEEDS							
2023 A&B SERIES ACQUISITION & CONSTRUCTION REVENUE BOND PFA							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
11-30-23	n/a	REVENUE FUND	248041000				9.57
11-30-23	n/a	INTEREST	248041001				452,098.00
11-30-23	n/a	PRINCIPAL	248041002				0.51
11-30-23	n/a	REVENUE FUND	248041004				13.54
11-30-23	n/a	REVENUE FUND	248041008				4,800,461.87
			TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND				$ 5,252,583.49

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 28, 2026

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
		GRAND TOTAL - FISCAL AGENT CASH					$ 24,768,195.83

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand			$ 23,653,075
Pooled Cash Investments			
City:	$	306,440,023	
Insur Fund:	$	3,843,140	$ 310,283,163
Library Investments			$ 14,229
Subtotal			$ 333,950,467
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			$ 24,768,196
Grand total			$ 358,718,663

The interest rate quoted on LAIF, AIM, and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF & AIM interest Rates are as of February, 2026

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 28, 2026

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

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - CITY ACCOUNT 98-19-620				
Beginning Balance				$ 61,768,288.77
Subtotal	$ -	$ -	$ -	$ 61,768,288.77
LAIF - PFA ACCOUNT 40-19-078				
Beginning Balance				$ 40,603,146.66
Subtotal	$ -	$ -	$ -	$ 40,603,146.66
LAIF - LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 14,228.63
Subtotal	$ -	$ -	$ -	$ 14,228.63
LAIF - ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 14,557,860.40
Subtotal	$ -	$ -	$ -	$ 14,557,860.40
CAMP				
Beginning Balance				$ 54,267,674.78
02-28-26			$ 159,351.73	
Subtotal	$ -	$ -	$ 159,351.73	$ 54,427,026.51
UBS Financial Services				
Beginning Balance				$ 1,305,112.18
02-27-26			$ 138,924.29	
02-27-26		$ (138,651.04)		
02-12-26			$ 5,500,774.71	
Subtotal	$ -	$ (138,651.04)	$ 5,639,699.00	$ 6,806,160.14
Total	$ -	$ (138,651.04)	$ 5,799,050.73	$ 178,176,711.11

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 28, 2026

POOLED CASH - INVESTMENTS MATURED OR CALLED

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

ISSUER	PURCHASE DATE	MATURITY DATE		FACE VALUE REDEEMED		INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
91282CGL9 U.S. Treasury Note	01-08-24	02-15-26	TN	5,000,000.00	M	100,000.00	5,100,000.00	4,993,400.00	6,600.00
05565QDH8 BP Capital Markets PLC	01-09-24	11-28-28	CB	500,000.00		-	500,000.00	491,630.00	8,370.00
3133ETUN5 Federal Farm Credit	08-29-25	02-25-30	FP	5,000,000.00		111,250.00	5,111,250.00	5,000,000.00	
				$ 10,500,000.00		$ 211,250.00	$ 10,711,250.00	$ 10,485,030.00	$ 14,970.00

Total Number of Transactions:

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 28, 2026

POOLED CASH - INVESTMENTS PURCHASED

TN = US Treasury
FP = Federal Paper
CD = Certificate of Deposit
CB = Corporate Bonds

ISSUER	PURCHASE DATE	MATURITY DATE		FACE VALUE	PREMIUM / (DISCOUNT)	PURCHASE PRICE	ACCRUED INTEREST PURCHASED	NET PURCHASE	Yield
95004HBB3 WELLS FARGO BANK NA	02-12-26	02-12-31	CB	2,000,000.00	-	2,000,000.00	-	2,000,000.00	4.15
178180HL2 CITY NATIONAL BANK-BEV HILLS	02-13-26	02-14-28	CD	250,000.00	-	250,000.00	-	250,000.00	3.85
33622PAP8 FIRST SECURITY BANK	02-20-26	02-20-29	CD	250,000.00	-	250,000.00	-	250,000.00	3.90
06055JQF9 BANK OF AMERICA CORP	02-23-26	02-23-29	CB	2,000,000.00	-	2,000,000.00	-	2,000,000.00	4.05
				$ 4,500,000.00	$ -	$ 4,500,000.00	$ -	$ 4,500,000.00	

Total Number of Transactions:

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
February 28, 2026

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
LAIF - SA ACCOUNT 65-19-035						
09-01-84	n/a	SA Account	65-19-035	0.78	4,027,755.66	
						$ 4,027,755.66

FISCAL AGENT CASH

BOND PROCEEDS						
CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						
Fiscal Agent: U.S. Bank National Association						
08-20-02	n/a	Reserve Fund	94460700	2.54	532,326.56	
08-20-02	n/a	Interest Acct	94460701	0.04	21,806.13	
08-20-02	n/a	Principal Acct	94460702	0.04	82.43	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 554,215.12
BOND PROCEEDS						
2016 SA $31.5M Tax Allocation Refunding Bonds Series A						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	Debt Service	245113000	0.00	922,950.00	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 922,950.00
GRAND TOTAL - FISCAL AGENT CASH						$1,477,165.12

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$	10,026,750
Pooled Cash Investments	$	4,027,756
Successor Agency Fiscal Agent Cash	$	1,477,165
Grand total	$	15,531,671

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available. LAIF interest rates are as of February 28, 2026.

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
February 28, 2026

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

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - SA ACCOUNT 65-19-035				
Beginning Balance				4,027,755.66
Subtotal	$ -	$ -	$ -	$ 4,027,755.66

City Council Staff Report

DATE: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
INFORMATION TECHNOLOGY DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH DELL INC., FOR MICROSOFT AZURE CLOUD SERVICES FOR A THREE-YEAR TERM**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9808 with Dell Inc., for Microsoft Azure cloud services for a three-year term; and,

2. Authorize the City Manager or his designee to execute Agreement No. A-9808 with Dell Inc., including minimal and/or non-substantial changes.

BACKGROUND

The City utilizes Microsoft Azure cloud services to support its core technology infrastructure, including virtual servers, data storage, and network resources necessary for daily operations. These services are currently accessed through a Microsoft Enterprise Agreement (EA), which is scheduled to expire on April 30, 2026.

Cloud-based infrastructure has replaced traditional on-premises systems as the standard for public agencies, allowing organizations to avoid large capital investments in physical hardware while maintaining reliable and secure access to systems and data. Continuation of these services is necessary to ensure uninterrupted access to the City's applications and operational systems.

DISCUSSION

Approval of Agreement No. A-9808 will allow the City to continue utilizing Microsoft Azure cloud services that support essential municipal operations. These services provide the computing environment required to host applications, manage data, and maintain system availability.

Microsoft Azure operates under a consumption-based pricing model, where costs are based on actual service usage rather than a fixed contract amount. Because resource needs vary over time due to operational demands, system changes, and technology initiatives, total costs cannot be predetermined. Microsoft structures these agreements without not-to-exceed amounts, as charges are directly tied to real-time usage.

The Agreement was procured through a cooperative purchasing program, ensuring that pricing is competitively established and consistent with rates available to other public agencies. This approach allows the City to efficiently obtain services while maintaining cost competitiveness.

The proposed Agreement will establish a new three-year term with Dell Inc., an authorized reseller, allowing the City to maintain continuity of services through April 2029.

FISCAL IMPACT

Estimated to range from $234,000 to $288,000; Costs are dependent on service consumption and may vary. It is anticipated that monthly charges will range between $6,500 and $8,000, which totals an estimated cost of $234,000 to $288,000 over the three-year term. Funds are budgeted and available in Information Technology accounts for FY 2025-26. Subsequent years will be proposed through the annual budget process.

STRATEGIC PLAN

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

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

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

ATTACHMENTS
Agrmt No. A-9808 with Dell Inc.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

AMD000489187

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Server and Cloud Enrollment	X20-12649
Enterprise Amendment	SCE41 - (51400695)
Product Selection Form	X20-12875

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Palmdale
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

APPROVE AS TO FORM:

Salvador Mendez
City Manager
38300 Sierra Highway
CITY OF PALMDALE
Palmdale, CA 93550

Alexandra Severino
City Attorney

ATTEST:
Rochelle Scott
City Clerk

JanelleSamson
Mar 30, 2026, 5:57 PM PDT

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

Microsoft Affiliate
Microsoft Corporation
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

Microsoft

Server and Cloud Enrollment

State and Local

Server and Cloud Enrollment number *Microsoft to complete*	51400695
Previous Enrollment number *Reseller to complete*	7741992

Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Server and Cloud Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, (7) the Online Services Supplemental Terms and Conditions if the Enterprise Agreement is a version 2010 or earlier and Enrolled Affiliate is ordering Online Services, and (8) any order submitted under this Enrollment. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement. If this Enrollment is entered into under an Enterprise Agreement version 2009 or earlier, the terms and conditions of this Enrollment supersede any conflicting terms and conditions in the Enterprise Agreement with respect to Products licensed under this Enrollment.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire on the last day of the month, 36 full calendar months after the effective date of the renewal term.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product Terms, excluding any Server and Tools Product, and chosen by Enrolled Affiliate under this Enrollment.

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at http://azure.microsoft.com/en-us/regions/#services, which are Government Community Cloud Services.

"Baseline Agreements" means all Microsoft license agreements, including, without limitation, volume licensing agreements, OEM licenses and retail licenses, under which any Affiliate in the Enterprise uses the selected Server and Tools Products. Baseline Agreements do not include any Service Provider License Agreements or Independent Software Vendor Royalty License and Distribution Agreements under which the Enterprise has the right to provide software services or unified solutions to unaffiliated end users.

"Baseline Licenses" means Existing Baseline Licenses and New Baseline Licenses, collectively.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Existing Baseline Licenses" means all Licenses in use by any Affiliate in the Enterprise for the selected Server and Tools Products that were obtained under any Baseline Agreement before this Enrollment.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Microsoft Azure Services" means one or more of the Microsoft Azure services or features made available to Enrolled Affiliate under this Enrollment by Microsoft and identified at http://www.windowsazure.com/en-us/home/features/overview/, except Microsoft Azure Marketplace (which is governed by separate terms).

"New Baseline Licenses" means the quantity of Licenses for Server and Tools Products ordered under this Enrollment in excess of the Existing Baseline Licenses.

"Product Family" or "Family" means the group of Products designated as a Product Family on the Product Selection Form.

"Product Selection Form" means the document provided by Microsoft or Enrolled Affiliate's Reseller that (1) identifies all Baseline Licenses, (2) defines the Product Families, (3) establishes the Enrolled Affiliate's price levels for each Product pool and (4) specifies the minimum quantity of Licenses that must be ordered to qualify for this Enrollment.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

"Reserved License" means for an Online Service identified as eligible for true-up in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Server and Tools Product" means any Product identified as such in the Product Selection Form and chosen by Enrolled Affiliate to be included under this Enrollment.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Product Use Rights and Service Level Agreement.*

Enrolled Affiliate and its Enterprise may download, install and use software Products and access and use Online Services ordered under this Enrollment subject to the terms of this Enrollment, the applicable Use Rights and the Product Terms. In addition to applicable use rights terms of the Enterprise Agreement, the following terms apply to this Enrollment:

a. All terms and conditions applicable to Microsoft Azure Services also apply to Azure Government Services, except as otherwise noted in the Use Rights and this Enrollment.

b. **Use Rights for Server and Tools Products.** For Server and Tools Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

3. *Order requirements.*

a. Minimum order requirements.

(i) Server and Tools Products.

1) Existing Baseline Licenses. When ordering a Server and Tools Product other than Microsoft Azure, Enrolled Affiliate must identify all Existing Baseline Licenses for the applicable Server and Tools Product Family. Perpetual Licenses owned by the Enterprise but not identified as Existing Baseline Licenses in the applicable Product Family at the start of this Enrollment may not be used during this Enrollment term.

2) Initial Order. Enrolled Affiliate's initial order must meet the minimum purchase requirements for at least one Product Family. For every applicable Product Family except Microsoft Azure the initial order must also include the following:

A. Software Assurance on all perpetual Existing Baseline Licenses that have been continuously covered under Software Assurance;

B. License with Software Assurance or Subscription License for each Existing Baseline License that has not been continuously covered under Software Assurance; and

C. License with Software Assurance or Subscription Licenses for all New Baseline Licenses.

3) Effect of Subscription License coverage on Existing Baseline Licenses. If Enrolled Affiliate orders Subscription Licenses for any Existing Baseline Licenses, the following provisions will apply for the duration of this Enrollment, notwithstanding any provisions to the contrary in the Baseline Agreements:

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

A. The use rights for those Existing Baseline Licenses will be superseded and replaced by the use rights for the Subscription Licenses.

B. The Existing Baseline Licenses shall be non-transferrable.

C. The Enrolled Affiliate and its Affiliates must continue to perform any obligations under their Baseline Agreement(s), including but not limited to making payments for any of the Existing Baseline Licenses.

D. When this Enrollment expires or is terminated, the Enrolled Affiliate or its Affiliates, as applicable, will have the rights under the Baseline Agreement(s) that it had as of the effective date of this Enrollment, unless it exercises its buy-out option as provided in this Enrollment.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.

c. **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any subsequent orders.

d. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

e. **Adding Products.**

(i) **Adding new Products not previously ordered**.

1) New Server and Tools Products may be added by contacting a Microsoft Account Manager or Reseller.

2) New Server and Tools Products included in a previously ordered Product Family may be added at any time but must be included in the next annual true-up order.

3) Orders for new Additional Products, other than Online Services, must be placed in the month the Additional Product is first used.

4) Subscription Licenses for new Online Services other than Microsoft Azure Services must be ordered prior to use.

5) Microsoft Azure Services may be added as provided in the Product Terms.

(ii) **Adding Licenses for previously ordered Products.**

1) Additional Licenses for previously ordered Products may be added at any time but must be included in the next annual true-up order.

2) Additional Subscription Licenses for Online Services must be ordered prior to use unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

f. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Annual order period.** A true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The lasttrue-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date. Enrolled Affiliate may submit true-up orders more often to account for increases in

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

Product usage, but an annual true-up order or update statement must still be received by Microsoft during the annual order period.

(ii) **True-up order.** Enrolled Affiliate must determine the maximum number of Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase. For Subscription Licenses for Products other than Online Services, the true-up order must indicate the initial use date(s) for each additional Subscription License ordered. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use, and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iii) **Update statement.** An update statement must be submitted if there has been no change in the number of Products used within Enrolled Affiliate's Enterprise since the latter of the initial order, the last true-up order, or the prior anniversary date. This update statement must be signed by Enrolled Affiliate's authorized representative.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses only on the Enrollment anniversary date on a prospective basis if permitted in the Product Terms as follows:

1) For Server and Tools Products available as Subscription Licenses, Licenses may be reduced only as long as the minimum order requirements are maintained. If reducing Subscription Licenses that cover Existing Baseline Licenses, Enrolled Affiliate may not use or transfer those Existing Baseline Licenses for the remainder of the term.

2) For Online Services available as Additional Product Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, the applicable Subscription License will be cancelled.

Subscription Licenses added after the initial order may not be reduced on the anniversary date immediately following the order but must remain in effect at least until the subsequent anniversary date. Notwithstanding the foregoing, Microsoft Azure Monetary Commitment added after the initial order may be reduced on any anniversary date.Invoices will be adjusted to reflect any reductions in Subscription Licenses and will be effective as of the Enrollment anniversary date. Except as otherwise prohibited in this section, Enrolled Affiliate may reduce Subscription Licenses on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this sentence will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

(v) **Late true-up order.** If the annual true-up order is not received when due:

1) Microsoft will invoice Enrolled Affiliate's Reseller for the following year for the quantity of Subscription Licenses ordered in the prior year; however, such invoice will not constitute a waiver of the annual order requirement;

2) Subscription License reductions will not take effect until the following Enrollment anniversary date (or at Enrollment renewal, as applicable); and

3) Microsoft may invoice Enrolled Affiliate's Reseller for all Reserved Licenses not previously invoiced.

g. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up order process.

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

h. **Clerical Errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

i. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Agreement.

4. *Pricing.*

a. **Price levels.** Each Product is assigned to a Product pool as shown on the Product Terms. Price levels (A, B, C, or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form. Enrolled Affiliate's price level for each Product pool under this Enrollment will be Level D.

b. **Setting prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Microsoft's prices for Resellers for each Product or Service ordered (except for Microsoft Azure Services) are fixed throughout the applicable Enrollment term.

5. *Payment terms.*

a. **License with Software Assurance and Software Assurance.** For the initial and any renewal order for License with Software Assurance and Software Assurance, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments unless indicated otherwise. The first installment will be invoiced to Enrolled Affiliate's Reseller upon Microsoft's acceptance of this Enrollment and additional installments will be invoiced on each Enrollment anniversary date. Subsequent orders will be invoiced to Enrolled Affiliate's Reseller upon acceptance of the order and must be paid upfront.

b. **Subscription Licenses (except Microsoft Azure Services).** Microsoft will invoice Enrolled Affiliate's Reseller annually in full upon acceptance of each order. Microsoft will invoice Reseller for annual orders on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront.

c. **Microsoft Azure services.** Invoicing for Microsoft Azure Services is described in the Product Terms.

6. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but for which it has not previously submitted an order.

b. **End of term rights for Server and Tools Products.** Provided Enrolled Affiliate has paid for all required Licenses, including any Baseline Licenses, on the Expiration Date Enrolled Affiliate will have the following rights:

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

(i) **Existing Baseline Licenses with continuous Software Assurance.** For perpetual Existing Baseline Licenses continuously covered by Software Assurance, Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date, provided that the Existing Baseline Licenses are fully paid.

(ii) **New Baseline Licenses.** For New Baseline Licenses (excluding Subscription Licenses), Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date.

c. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.

d. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Extended Term for eligible Online Services.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services without an Extended Term.** If Enrolled Affiliate elects not to renew or exercise its buy-out rights for Products eligible for buy-out, Subscription Licenses will be cancelled and will terminate as of the Expiration Date. Any associated software must be uninstalled, media must be destroyed and the Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

e. **Buy-out option.**

(i) **For Subscription Licenses.** Enrolled Affiliate may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services and acquire

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses.

(ii) **Buy-out order date.** Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order.

f. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the Agreement. In addition, the following will constitute a breach of this Enrollment: (1) Enrolled Affiliate or any Affiliate in the Enterprise fails to timely pay for any existing Baseline License, (2) any existing Baseline Agreement is terminated for cause prior to full payment, or (3) Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

g. **Early termination.** If Enrolled Affiliate terminates this Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, Enrolled Affiliate will have perpetual rights (1) for Server and Tools Products, as described in the section entitled "End of Term rights for Server and Tools Products" and (2) for Additional Products, for all Licenses (excluding Subscription Licenses) it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term); or

(ii) It may pay only amounts due as of the termination date, in which case Enrolled Affiliate will have perpetual Licenses (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full, and (2) a proportional number of copies of Products it has ordered for which payment has been made.

h. **Early termination for Subscription Licenses.** Notwithstanding anything to the contrary in any of the documents that collectively constitute the Enterprise Agreement, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options with respect to Subscription Licenses:

(i) Enrolled Affiliate may obtain perpetual Licenses as described in the section entitled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

(ii) If not exercising the buy-out option, Enrolled Affiliate will receive a credit for any amount paid in advance that would apply after the date of termination.

i. **Early termination for Online Services.** For Online Services, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment for regulatory reasons or because Enrolled Affiliate has ceased to be Customer's Affiliate, then Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

7. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Physically Submitted

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates.

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://privacy.microsoft.com/privacystatement.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The Primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name)* City of Palmdale
Contact name: First* Matthew **Middle** **Last*** Kunze
Contact email address* mkunze@cityofpalmdale.org
Street address* 38300 Sierra Hwy., Suite D
City* Palmdale
State* CA
Postal code* 93550-4611-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 661-267-5537
Tax ID
Work or School (WSA) Account ID mkunze@cityofpalmdale.org
** indicates required field*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if box is not checked)
Name of entity*: City of Palmdale
Contact name: First* matthew **Middle** **Last*** kunze
Contact email address* mkunze@cityofpalmdaleca.gov
Street address* 38300 Sierra Hwy., Suite D
City* Palmdale
State* CA
Postal code* 93550-4611-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 6612675537
Work or School (WSA) Account ID mkunze@cityofpalmdaleca.gov
Language preference. Choose the language for notices. English
☐ This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required field*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)
Contact name: First* matthew **Middle** **Last*** kunze
Contact email address* mkunze@cityofpalmdaleca.gov
Phone* 6612675537
Work or School (WSA) Account ID mkunze@cityofpalmdaleca.gov
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required field*

d. **Azure Services Administrator.** This contact is authorized to manage the Azure Services ordered under the Enrollment.

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)
Contact name: First* matthew **Middle** **Last*** kunze
Contact email address* mkunze@cityofpalmdaleca.gov
Phone 6612675537
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required field*

e. **Reseller information.** Reseller's contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* RoundRock
State* TX
Postal code* 78682
Country* United States
Contact name* Microsoft Licensing Administrator
Phone* 512-724-2149
Contact email address* us_ms_vl_admin@dell.com
** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Name of Reseller* Dell Inc.
Signature* Sandy Delaney
Printed name* Sandy Delaney
Printed title* Senior Analyst
Date* 03/30/2026
** indicates required field*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

f. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the Notices Contact and Online Administrator remains the default.*

(i) Additional Notices Contact
(ii) Software Assurance Manager
(iii) Subscriptions Manager
(iv) Customer Support Manager (CSM) contact

3. *Financing.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

4. *Upfront Payment.*

Does Enrolled Affiliate wish to pay upfront as allowed in the Payment terms section of this Enrollment? ☐ Yes, ☒ No.

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

Microsoft Volume Licensing

Server and Cloud Enrollment
Product Selection Form

This document must be attached to a signature form to be valid.

Terms used but not defined herein will have the meaning provided in the Enrollment.

Price Levels for Server and Tools Products and Additional Products:

Instructions: Include the agreement or enrollment name and number below that qualifies the Enrolled Affiliate for the price levels indicated in this Product Selection Form.

Agreement or Enrollment Name	Agreement or Enrollment Number

Server Pool Price Level	Applications Pool Price Level	Systems Pool Price Level
D	D	D

Instructions: Fill out the Product Selection Form (PSF), and the associated Customer Price Sheet (CPS) according to the table below.

Baseline Licenses at Enrollment Effective Date	Product Selection Form	Customer Price Sheet SKUs
Licenses with Software Assurance	Existing Baseline Licenses with continuous Software Assurance	SA
New Subscription Licenses	New Subscription Licenses	MSU
New Licenses	New Licenses with Software Assurance	LicSAPk

Determining the number of Licenses and SKUs

Enter the actual number of licenses in the PSF. Some SKUs (SQL and Biztalk) include more than one license. For such SKUs, divide the number of licenses on the PSF by the number of licenses included in each SKU to determine the quantity of SKUs to enter on the Customer Price Sheet.

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

Product Selection Form				
Product selection		**Baseline Licenses**		
		Existing Baseline Licenses	New Baseline Licenses	
Product Family	Server and Tools Product	Existing Licenses with Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
SQL Server(1)	SQL Server Enterprise Per Core			
	SQL Server Standard Per Core			
	SQL Server Standard Server			
	SQL Server CAL			
BizTalk Server	BizTalk Server Enterprise Per Core			
	BizTalk Server Standard Per Core			
	BizTalk Server Branch Per Core			
Visual Studio	Visual Studio Ultimate with MSDN	N/A(2)	N/A	N/A
	Visual Studio Premium with MSDN	N/A(2)	N/A	N/A
	Visual Studio Enterprise with MSDN			
	Visual Studio Enterprise with GitHub Enterprise			
	Visual Studio Test Professional with MSDN			
	Azure DevOps Server CAL			

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

Product Selection		Baseline Licenses		
		Existing Baseline Licenses	New Baseline Licenses	
Product Family	Server and Tools Product	Existing Licenses with Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
Visual Studio (Continued)	MSDN Platforms			
SharePoint Server	SharePoint Server			
Azure	Azure Monetary Commitment	The monetary commitment is tracked on the CPS if applicable		
Core Infrastructure Suite	CIS Datacenter			
	CIS Standard			
	Windows Server Datacenter	(3)	N/A	N/A
	System Center Datacenter	(3)	N/A	N/A
	Windows Server Standard	(3)	N/A	N/A
	System Center Standard	(3)	N/A	N/A

(1) SQL Server Enterprise Edition Server (non-core) licenses are not required as part of the baseline, however SA renewal is available as an additional product. If customers choose not to renew SA, it cannot be attached later.

(2) Visual Studio Premium with MSDN and Visual Studio Ultimate with MSDN Existing Baseline Licenses should be counted as Visual Studio Enterprise with MSDN Licenses.

(3) Quantities of Windows Server and System Center Licenses with continuous Software Assurance can be combined to renew CIS SA as described in the Product Terms, or added to the CPS using the appropriate L+SA CIS w/o SKU where the quantity of each is different. For example, 100 Windows Server and 100 System Center licenses with Software Assurance can be combined as 100 CIS SA renewals (of the equivalent edition). 100 Windows Server and 50 System Center licenses with Software Assurance can be combined as 50 CIS licenses (of the equivalent edition) and 50 L&SA CIS w/o Windows Server.

(4) Quantities of Windows Server and System Center without continuous Software Assurance will be added as full CIS subscriptions.

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

Minimum Purchase Requirements

Product Family	Minimum Initial Order
SQL Server	The quantity of SQL Per Core licenses needed for 50 cores OR 5 SQL Server editions with 250 CALs (SQL Server editions require CALs).
BizTalk Server	24 Cores of any combination of Biztalk Server Editions. The SQL Server product family must be selected in the above table.
Visual Studio	20 Licenses of any combination of: Visual Studio Enterprise with MSDN, Visual Studio Enterprise with GitHub Enterprise and MSDN Platforms. A Baseline License is required for each user of any software licensed through MSDN subscription. Use of MSDN Software includes, but is not limited to, developing and testing programs using the software as well as installing, configuring and managing the software. Examples of users include (but are not limited to): developers, testers, and other IT employees interacting with application development infrastructure.
SharePoint Server	5 Servers. The SQL Server product family must be selected in the above table.
Core Infrastructure Suites	All licensed Windows Server deployments must be licensed with an appropriate Core Infrastructure Suite SKU. Minimum order is 400 Core Licenses for Core Infrastructure Server Suites Standard or Datacenter (either edition or any combination of both).
Azure Monetary Commitment	For commercial customers in Argentina, Australia, Austria, Belgium, Canada, Chile, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, U.K., U.S., and Uruguay, Azure Monetary Commitment is no longer allowed to be purchased as the only Server and Tools Product. Otherwise, if Azure Monetary Commitment is the only Server and Tools Product selected and the Enrollment is versioned 2016 or later, the Minimum Initial Order for Monetary Commitment is 10 Monetary Commitment units per month. If Azure Monetary Commitment is not the only Server and Tools Product selected, the Minimum Initial Order for Monetary Commitment is 1 Monetary Commitment unit per month.

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number | | AMD000489187

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Server and Cloud Enrollment
Waive Azure Minimum Purchase Requirement
Amendment ID SCE41

The parties agree that the minimum purchase requirement is waived for the current term of the Enrollment, so long as Customer meets all other requirements of the SCE. This is a one-time offer from Microsoft and Microsoft is under no obligation to waive the requirement in the future.

Product Selection Form: The Minimum Purchase Requirements section of the Product Selection Form for Azure Monetary Commitment is hereby amended as follows:

Minimum Purchase Requirements:

Product Family	Minimum Initial Order
Azure Monetary Commitment	None

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(SCE41)EnrAmend(WaiveAzureMinimumPurchaseRequirement)(WW)(ENG)(Oct2025)(IU).docx"		SCE41	Lime

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Palmdale
Contract that this form is attached to: SLG - Server and Cloud Enrollment

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	7741992	X	X

Concord - Document ID: 032rDBRWPBfg0uiV2mlGtb

Record of Signing

For City of Palmdale
Name Janelle Samson
Title



Signed on Mar 30, 2026 5:57 PM PDT

Secured by Concord™
DocumentID: 032rDBRWPBfg0uiV2mlGtb
SigningID: 032rDBRVuy6U1CT2tLLD2Y
UTC Signing time: 2026-03-31 00:57:23 UTC
IP Address: 206.171.111.149
Email: jsamson@cityofpalmdale.org

concord™
Where agreements happen.

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

City Council Staff Report

DATE: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **1**

SUBJECT: **APPROVE THE CERTIFICATE OF COMPLETION BETWEEN THE CITY OF PALMDALE AND DELTA SCIENTIFIC CORPORATION AS REQUIRED BY AGREEMENT NO. A-0155 FOR THE DEVELOPMENT OF TWO INDUSTRIAL BUILDINGS LOCATED ON THE SOUTHWEST CORNER OF AVENUE O AND DELTA LANE (APN'S 3005-046-016 AND -017)**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve the Certificate of Completion between the City of Palmdale and Delta Scientific Corporation as required by Agreement No. A-0155 for the development of two industrial buildings located on the southwest corner of Avenue O and Delta Lane (APN's 3005-046-016 and -017); and,

2. Authorize the City Manager or his designee to execute the Certificate of Completion with Delta Scientific Corporation, including minimal and/or non-substantive changes.

BACKGROUND

The project site consists of two parcels totaling 8.72 acres located on the southwest corner of Avenue O and Delta Lane within the Fairway Business Park. The northerly 5.89 acres is owned by Delta Scientific (Delta) and contains an existing 127,850 square foot industrial building (APN 3005-046-016, 40355 Delta Lane), and the southerly 2.83 acres is owned by Woodleigh Properties (Woodleigh) and contains an existing 59,586 square foot industrial building (APN 3005-046-017, 305 Grand Cypress Avenue).

Delta Scientific agreed to develop the property under a Disposition and Development Agreement (DDA) dated December 11, 2002 (recorded December 19, 2002, as

Instrument No. 02-3125449) and later acquired the property from the City by Grant Deed dated April 14, 2003 (recorded May 28, 2003, as Instrument No. 03-1505617).

DISCUSSION

Delta and Woodleigh are currently in the process of selling the site and have requested that the City clarify and confirm certain matters related to the DDA and the Grant Deed. Development of the site was completed in 2004 for the northerly parcel and in 2006 for the southerly parcel. Under the DDA, the City is required to issue and record a Certificate of Completion confirming satisfactory completion of the development upon request by Delta and Woodleigh. Although the Certificate should have been recorded when the project was completed approximately twenty years ago, Delta and Woodleigh have recently requested that the City issue the attached Certificate.

The Grant Deed restricts transfer of the parcels for a period of ten years following recordation of the Certificate of Completion. Because the Certificate of Completion will be recorded now (if approved by City Council), applying this provision as written would effectively impose a new ten-year restriction on the property owners' ability to sell the parcels (through 2036), which does not reflect the original intent of the DDA or the Grant Deed.

Staff has determined that the site was developed in accordance with the terms and conditions of the DDA and therefore is recommending that the City Council formally acknowledge satisfactory completion of the project and termination of the restriction on transfer tied to the date of recordation of the Certificate of Completion. The attached Certificate of Completion acknowledges the following:

- There are no breaches or defaults under the Grant Deed, and all construction and development obligations for the site have been fully satisfied.
- The City confirms that all obligations of Delta under the Grant Deed have been fully performed in compliance with the DDA, Grant Deed, and the Redevelopment Plan and CC&Rs for the Fairway Business Park.
- Any restrictions on the sale, transfer, assignment, or leasing of the site are terminated and the site may be freely transferred.
- The City has no right to reenter, take possession of, or reclaim the site.
- The City has no right of first refusal, no right of reverter, and no other reversionary interest in the site.
- All other covenants in the DDA and Grant Deed remain the same.

FISCAL IMPACT

$0; No fiscal impact associated with this action.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

Draft Certificate of Completion

Recording Requested by:

City of Palmdale

When recorded return to:

Delta Scientific Corp.
24901 West Avenue Stanford
Valencia, California 91355
Attention: David Dickinson

With a copy to:

Delta Ln Palmdale CA LLC
600 East Avenue, Suite 200
Rochester, NY 14607
Attention: Bruce E. Bender

Space above this line is for Recorder's Use

AGREEMENT REGARDING CERTIFICATE OF COMPLETION

AGREEMENT REGARDING CERTIFICATE OF COMPLETION (this "Agreement") is made this ____ day of _____, 2026, by THE CITY OF PALMDALE, a California municipal corporation (successor-in-interest to the Community Redevelopment Agency of the City of Palmdale) (the "City") with an address of 38300 Sierra Hwy, Suite A, Palmdale, CA 93550 in favor of DELTA SCIENTIFIC CORPORATION, a California corporation ("Delta"), WOODLEIGH PROPERTIES, LP, a California limited partnership ("Woodleigh") and DELTA LN PALMDALE CA LLC, a New York limited liability company ("Buyer").

RECITALS:

WHEREAS, Delta is the fee simple owner of certain real property and improvements located at 40355 Delta Lane in the City of Palmdale, County of Los Angeles and State of California, further identified as tax parcel identification number 3005-046-016 and comprised of approximately 5.89 acres (the "Delta Premises"); and

WHEREAS, Woodleigh is the fee simple owner of certain real property and improvements located at 305 Grand Cypress Avenue in the City of Palmdale, County of Los Angeles and State of California, further identified as tax parcel identification number 3005-046-017 and comprised of approximately 2.83 acres (the "Cypress Premises"); and

WHEREAS, the Delta Premises and the Cypress Premises are collectively referred to herein as the "Premises", which Premises is more fully described in Exhibit "A" attached hereto and made a part hereof and such Premises is referred to as the "Site" in the DDA and the Grant Deed (as such terms are defined herein); and

WHEREAS, pursuant to the Disposition and Development Agreement dated December 11, 2002 entered into by and between Delta and the City (successor-in-interest to the Community Redevelopment Agency of the City of Palmdale) and recorded December 19, 2002 in the Official Records of Los Angeles County in Instrument No. 02-3125449 (referred to herein as the "DDA"), Delta agreed to develop the Premises and construct certain improvements thereon; and

WHEREAS, following the completion of the development and construction on the Premises, the City was required to furnish a recordable Certificate of Completion to document and confirm the development and completion of the Premises pursuant to the terms of the DDA (the "Certificate"), which Certificate was to be recorded in the Official Records of Los Angeles County; and

WHEREAS, the DDA states that the Certificate shall be conclusive determination of satisfactory completion of the construction and development of the Premises as required by the DDA; and

WHEREAS, following the completion and development of the Premises by Delta in 2004 with respect to the Delta Premises and 2006 with respect to the Cypress Premises, no Certificate was filed of record to document the completion of the project required by the DDA; and

WHEREAS, the City has determined that the construction and development of the Premises was satisfactorily completed and developed pursuant to the terms and conditions set forth in the DDA and the City desires to execute this Agreement to acknowledge same and confirm that the Certificate should have been filed of record in 2004 with respect to the Delta Premises and 2006 with respect to the Cypress Premises; and

WHEREAS, Delta and Woodleigh are in the process of selling the Premises to Buyer and has requested that the City clarify and confirm certain matters set forth in the DDA and in that certain Grant Deed whereby Delta acquired the Premises from the City, which Grant Deed was dated April 14, 2003 and recorded in the Official Records of Los Angeles County On May 28, 2003 as Instrument No. 03-1505617 in the Recorder's Office of Los Angeles County (the "Grant Deed").

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

1. **DDA and Certificate of Completion**. This Agreement shall act as the Certificate for the completion and development of the Premises. Accordingly, the City does hereby certify that the construction and development of the Premises has been fully satisfactorily performed and completed as required by the DDA and that Delta has fully complied with the terms, covenants and conditions of the DDA.

2. **Grant Deed**. There is no breach or default under any of the covenants, conditions or restrictions contained in the Grant Deed and all covenants related to the construction and development of the Premises have been satisfied. In addition, the City hereby agrees and confirms the following with respect to the Premises notwithstanding anything contained in the contrary that might be contained in the DDA, the Grant Deed, the Redevelopment Plan or the CC&Rs (as such terms are defined in the Grant Deed): (i) all obligations on the part of Delta in the Grant Deed have been fully completed and satisfied as required by and in compliance with the DDA, the Grant Deed, the Redevelopment Plan and the CC&Rs; (ii) any restrictions on sales, conveyances, assignments, leasing or any other transfers of the Premises and any provisions related thereto are hereby terminated and null and void (including, without limitation, Section 311 and 312 of the DDA and Section 5 of the Grant Deed) and the City hereby expressly agrees and acknowledges that the Premises is freely transferable in connection with the sale to Buyer and any future sales of the Premises by Buyer or otherwise; (iii) the City has no right to reenter the Premises or take possession of the Premises or to terminate or revest the Premises in the City and as a result thereof, the City hereby expressly agrees and acknowledges that the City has no right of first refusal, no right of reverter and no other reversionary interests in the Premises

whatsoever all of which rights, and any provisions related thereto, are hereby terminated and null and void (including, without limitation, Section 503 of the DDA and Section 6 of the Grant Deed).

3. **Incorporation of Recitals**. The recitals set forth above are incorporated herein and made a part hereof to the same extent as if set forth herein in full.

4. **Authority**. The City hereby represents, warrants and covenants to the parties that (i) the City is the successor in interest to the Community Redevelopment Agency of the City of Palmdale; (ii) the City has the full power and authority to enter into this Agreement and make the certifications, statements, agreements and waivers set forth herein, (iii) the person executing this Agreement on its behalf has been duly authorized to do so and has the authority to bind the City, and (iv) no consent of any third party or any other approval is required for the City to enter into this Agreement.

5. **Successors and Assigns.** This Agreement shall run with the land and shall bind and inure to the benefit of each party, its respective heirs, legal representatives, successors and assigns.

6. **Recording**. This Agreement shall be recorded in the Recorder's Office of Los Angeles County, California.

IN WITNESS WHEREOF, the City has executed this Agreement as of the ___ day of _____, 2026.

_____
Salvador Mendez
City Manager

Approved as to form:

_____
Alexandra M. Severino
City Attorney

ATTEST

_____
Rochelle Scott
City Clerk

EXHIBIT A

Legal Description

For APN/Parcel ID(s): 3005-046-016 and 3005-046-017

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 1 OF PARCEL MAP 063294, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 349, PAGES 61 AND 62 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT 15% OF ALL OIL, GAS AND MINERAL RIGHTS AS RESERVED BY LOS ANGELES COUNTY FARM LAND COMPANY, A CORPORATION IN A DEED RECORDED IN BOOK 26727, PAGE 32 OF OFFICIAL RECORDS OF SAID COUNTY.

BY QUITCLAIM DEED EXECUTED BY GREAT WESTERN CITIES, INC., SUCCESSOR IN INTEREST TO LOS ANGELES COUNTY FARM LAND COMPANY, A DISSOLVED CORPORATION, QUITCLAIMED ALL RIGHT TO USE THE SURFACE AND SUBSURFACE TO A DEPTH OF 500 FEET FROM THE SURFACE OF THE HEREINABOVE DESCRIBED LAND FOR ANY PURPOSE INCIDENTAL TO THE OWNERSHIP OF 15% OF ALL OIL, GAS AND MINERALS IN UNDER THE ABOVE DESCRIBED PROPERTY, RECORDED SEPTEMBER 7, 1977 AS INSTRUMENT NO. 77-987744.

APN: 3005-046-016

PARCEL B:

PARCEL 2 OF PARCEL MAP 063294, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 349, PAGES 61 AND 62 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT 15% OF ALL OIL, GAS AND MINERAL RIGHTS AS RESERVED BY LOS ANGELES COUNTY FARM LAND COMPANY, A CORPORATION IN A DEED RECORDED IN BOOK 26727, PAGE 32 OF OFFICIAL RECORDS OF SAID COUNTY.

BY QUITCLAIM DEED EXECUTED BY GREAT WESTERN CITIES, INC., SUCCESSOR IN INTEREST TO LOS ANGELES COUNTY FARM LAND COMPANY, A DISSOLVED CORPORATION, QUITCLAIMED ALL RIGHT TO USE THE SURFACE AND SUBSURFACE TO A DEPTH OF 500 FEET FROM THE SURFACE OF THE HEREINABOVE DESCRIBED LAND FOR ANY PURPOSE INCIDENTAL TO THE OWNERSHIP OF 15% OF ALL OIL, GAS AND MINERALS IN AND UNDER THE ABOVE DESCRIBED PROPERTY, RECORDED SEPTEMBER 7, 1977 AS INSTRUMENT NO. 77-987744.

APN: 3005-046-017

City Council Staff Report

DATE: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2026-005, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AFFIRMING CEQA EXEMPTION AND AUTHORIZING A MULTI-YEAR CITYWIDE RIGHT-OF-WAY MAINTENANCE AND REHABILITATION PROGRAM FROM FISCAL YEAR 2025-26 TO FISCAL YEAR 2030-31**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2026-005, a Resolution of the City Council of the City of Palmdale affirming CEQA exemption and authorizing a multi-year citywide right-of-way maintenance and rehabilitation program from Fiscal Year 2025-26 and Fiscal Year 2030-31;

2. Approve implementation of ongoing Citywide Maintenance and Rehabilitation Program;

3. Authorize Citywide Annual Pavement Management Program (CAPM) projects consistent with the approved program and exemption; and,

4. Direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk.

BACKGROUND

The City maintains an extensive network of public streets, sidewalks, curbs, gutters, driveways, and traffic control devices. To preserve public safety, comply with ADA requirements, and protect prior infrastructure investments, the City proposes to continue an ongoing Citywide Annual Pavement Maintenance and Rehabilitation Program (CAPM). CAPM consists exclusively of repair, maintenance, replacement, and

reconstruction of existing facilities within existing public right-of-way and does not involve roadway widening, capacity expansion, or land use changes. As such, the program poses no significant impacts and qualifies for a categorical exemption from CEQA. Adoption of this item establishes a programmatic CEQA determination, allowing staff to implement annual CAPM projects while maintaining full CEQA compliance.

DISSCUSION

The City annually implements pavement rehabilitation, including sidewalk repair, ADA curb ramp upgrades, curb and gutter replacement, and traffic sign and striping improvements, as part of its CAPM for broader public works maintenance efforts. Historically, these projects have been delivered as separate construction activities; however, they are fundamentally part of a continuous maintenance program addressing systemwide infrastructure needs. Establishing a program-level CEQA exemption provides clarity, efficiency, and legal defensibility.

The Program qualifies for a categorical exemption under CEQA Guidelines Sections:

- 15301(a) and (c) – Existing Facilities; and,
- 15302 – Replacement or Reconstruction.

Involves no expansion of roadways, no increased roadway capacity, and no change in land use. All activities occur within the existing public right-of-way. No exceptions under CEQA Guidelines, Section 15300.2 apply.

The CAMP includes, but is not limited to:

- Asphalt concrete overlays, slurry seal, cape seal, grinding, full deck replacement, and localized pavement repairs;
- Repair and replacement of sidewalks, driveway aprons, curbs, gutters, and curb ramps;
- ADA accessibility upgrades to existing pedestrian facilities;
- Replacement and installation of regulatory traffic signs, pavement markings, and striping; and,
- Minor excavation, backfill, and surface restoration.

All work is limited to existing, previously disturbed public right-of-way and maintains the same purpose and capacity of existing facilities. Staff will perform annual CEQA consistency determinations to confirm continued eligibility.

Projects are implemented in accordance with the City’s Complete Streets policies and the Americans with Disabilities Act. Improvements include pedestrian safety enhancements, curb ramp upgrades, and sidewalk repairs without adding vehicular capacity.

Project prioritization incorporates **CalEnviroScreen** and the **LA Metro Equity Platform** to identify and prioritize investments in disadvantaged and underserved communities with documented environmental, health, and access needs. This data-driven approach directs funding toward projects that improve safety, mobility, and accessibility for vulnerable populations while remaining limited to planning, safety, and minor infrastructure actions that do not result in a significant environmental impact. Accordingly, use of these equity and screening tools supports transparent, needs-based decision-making and does not affect the project's eligibility for exemption under CEQA.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action; however, funding for projects will be provided through a combination of Measure R, Measure M, SB-1, Gas Tax, and/or other eligible transportation funds, subject to annual capital budget appropriation. This Resolution will clear the entire right-of-way, making all resurfacing, reconstruction, and replacement of all right-of-way assets shovel-ready as defined by the Los Angeles Metropolitan Transportation Agency and Caltrans.

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

ATTACHMENTS

Reso. No. CC 2026-005
Notice of Exemption
Project Map

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2026-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AFFIRMING CEQA EXEMPTION AND AUTHORIZING A MULTI-YEAR CITYWIDE RIGHT-OF-WAY MAINTENANCE AND REHABILITATION PROGRAM FROM FISCAL YEAR 2025-2026 TO FISCAL YEAR 2030-2031

WHEREAS, the city maintains public streets and facilities within the existing public right-of-way; and

WHEREAS, routine maintenance and rehabilitation are necessary to preserve public safety and infrastructure conditions; and

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

WHEREAS, the Program qualifies for categorical exemptions under CEQA Guidelines Section 15301 and 15302; and

WHEREAS, the Program is eligible for funding under Measure R, Measure M, SB-1, and other transportation funding sources.

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

SECTION 1. The City Council of the City of Palmdale hereby affirms the CEQA categorical exemption for the Citywide Right-of-Way Maintenance and Rehabilitation Program from fiscal year 2025-2026 to fiscal year 2030-2031.

SECTION 2. The City Council authorizes implementation of the Program for a five-year period, subject to annual CEQA consistency determination.

SECTION 3. The City Council authorizes the Director of Public Works or his designee to implement projects and execute funding certification.

SECTION 4. The City Council directs staff to prioritize safety, ADA Compliance, Complete Streets, and equity considerations.

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

PASSED, APPROVED and **ADOPTED** this 7th day of April 2026.

_____
Eric Ohlsen, Mayor

Approved as to form:

ATTEST:

_____ _____
Alexandra Severino
City Attorney

Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 7th day of April 2026 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles

From: (Public Agency): City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550
(Address)

Project Title: Citywide Right-of-Way Maintenance and Rehabilitation Program

Project Applicant: City of Palmdale

Project Location - Specific:

Citywide - within the existing Public Right-of-Way

Project Location - City: Palmdale Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

The City of Palmdale Maintenance and Rehabilitation Program consisting of routine repair, maintenance, replacement and rehabilitation of existing public streets and facilities within the public right of way. Activities include, but are not limited to, asphalt resurfacing, slurry seal, cape seal, crack sealing, pavement rehabilitation, striping regulatory sign replacement, sidewalk, curb, gutter, driveway replacement, and ADA curb ramp upgrades. The program dose not involve roadway widening, additional travel lanes, capacity expansion, or changes in land use. All improvements maintain the same purpose and capacity as existing facilities.

Name of Public Agency Approving Project: City of Palmdale

Name of Person or Agency Carrying Out Project: Michael Livingston

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: Sec. 15301(a) and (c), Sec. 15302
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Routine maintenance, repair, and replacement of existing public facilities, involving no expansion of use. All work will occur within the existing public right-of-way. No exceptions to the use of the categorical exemption set forth in the CEQA Guidelines Section 15300.2 apply.

Lead Agency Contact Person: Michael Livingston Area Code/Telephone/Extension: 6612675347

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

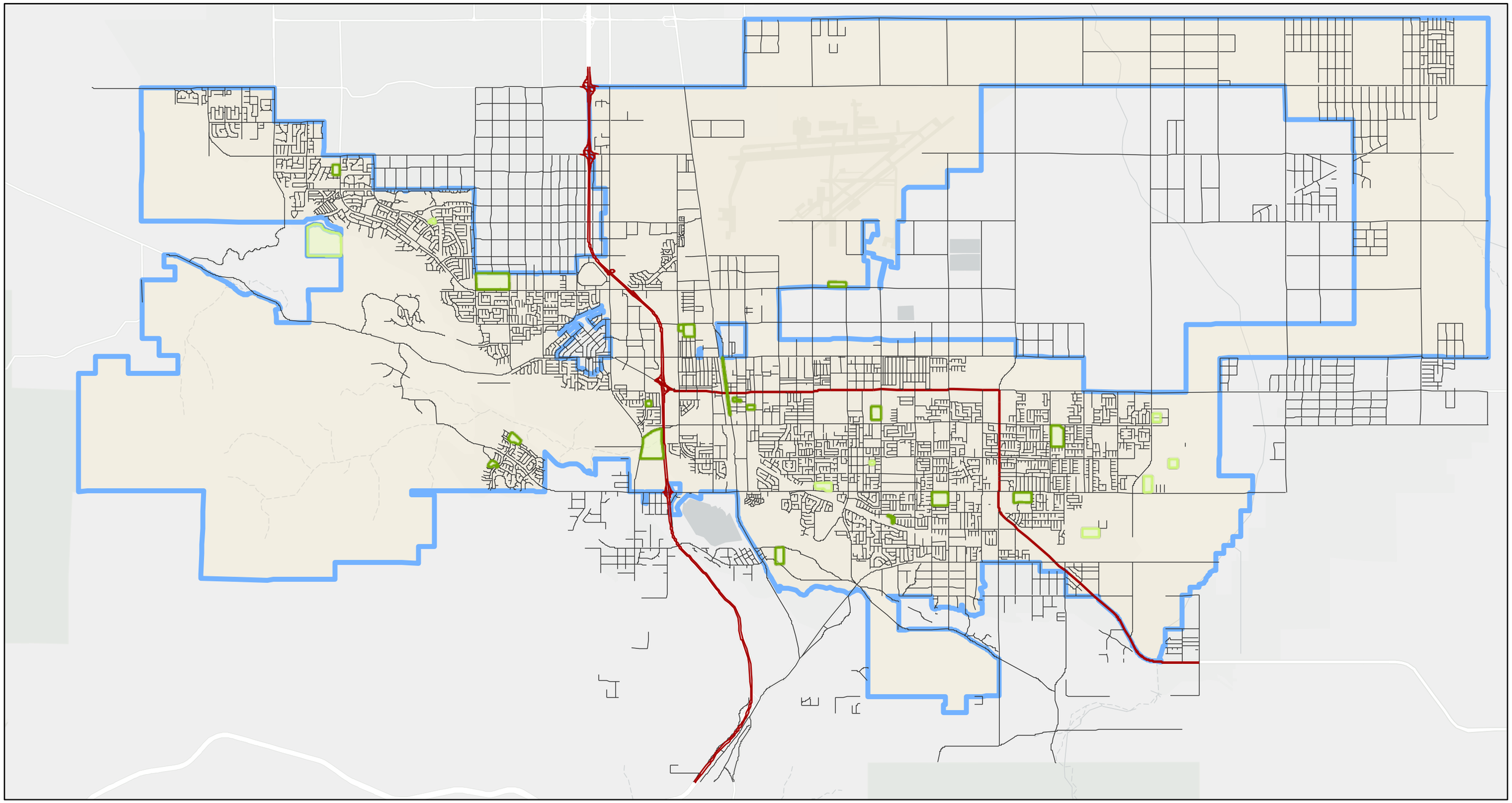
Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Palmdale Citywide Right-of-Way Resurfacing, Sidewalk, and Infrastructure Maintenance Program



2/10/2026, 11:52:51 AM

Parks
- Existing Park
- Undeveloped Park

Road Centerlines
- Highway
- Freeway
- Freeway Ramp
- Other
- City Limits

1:110,221

0 1 2 4 mi

0 1.75 3.5 7 km

County of Los Angeles, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS

City Council Staff Report

DATE: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **1, 2**

SUBJECT: **ADOPT RESOLUTION NO. CC 2026-006, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING THE PREPARATION OF THE ANNUAL ENGINEER'S REPORT FOR THE CONTINUATION OF THE ANNUAL LEVY OF ASSESSMENTS AND DESIGNATING THE ENGINEER OF WORK FOR FISCAL YEAR 2026-27 FOR THE CITY OF PALMDALE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1, AND NO. 2006-02**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2026-006, a Resolution of the City Council of the City of Palmdale, directing the preparation of the annual Engineer's Report for the continuation of the annual levy of assessments and designating the Engineer of Work for the City of Palmdale Drainage Benefit Assessment Districts No. 1, and No. 2006-02; and,

2. Authorize the Mayor to execute Resolution No. CC 2026-006, directing the preparation of the annual Engineer's Report for the continuation of the annual levy of assessments and designating the Engineer of Work for the City of Palmdale Drainage Benefit Assessment Districts No. 1, and No. 2006-02.

BACKGROUND

During the entitlement review of the Anaverde and Ritter Ranch developments, it was determined that the formation of drainage benefit assessment districts was necessary to fund the maintenance of drainage facilities for each of these Master Planned Communities. As a result, the formation of the Drainage Benefit Assessment Districts No. 1 (Anaverde), and No. 2006-02 (Ritter Ranch) were approved by the property owners on May 12, 2004, and January 3, 2007, respectively, pursuant to mailed ballot elections conducted in accordance with Article XIIID of the California Constitution.

The purpose of the Drainage Benefit Assessment Districts is to fund the installation, construction, and/or maintenance of any authorized improvements under the Benefit Assessment Act of 1982 (California Government Code Section 54703 et seq.). These improvements include, but are not limited to, drainage improvements and any facilities appurtenant to those improvements, or necessary or convenient for their maintenance and servicing.

DISCUSSION

Resolution No. CC 2026-006 designates NBS as the Engineer of Work and directs the preparation of the annual Engineer's Report for Fiscal Year 2026-27 for the City of Palmdale Drainage Benefit Assessment Districts No. 1, and No. 2006-02.

Each year, in order for the City to continue to levy annual assessments within the Drainage Benefit Assessment Districts, the City must have a detailed Engineer's Report approved by the City Council. The attached resolution, ordering the preparation of the combined annual Engineer's Report, initiates the proceedings for the annual levy of assessments for the Drainage Benefit Assessment Districts No. 1, and No. 2006-02 for Fiscal Year 2026-27.

The annual Engineer's Report will be presented to the City Council at the June 2, 2026 meeting. A public hearing will be held at the July 7, 2026 City Council meeting in order to accept public testimony regarding the annual report and authorize the levy of assessments for Fiscal Year 2026-27.

FISCAL IMPACT

$0; Ther is no fiscal impact associated with this action. Levy amounts will be included with the Engineer's Report that will be presented at the June 2, 2026, City Council meeting.

STRATEGIC PLAN

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

A. Manage resources, costs and liabilities to ensure the Cities long-term fiscal health.
B. Establish healthy reserves for ongoing replacement and repair of capital while stabilizing annual spending.

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

ATTACHMENTS

Reso. No. CC 2026-006

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2026-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING THE PREPARATION OF THE ANNUAL ENGINEER'S REPORT FOR THE CONTINUATION OF THE ANNUAL LEVY OF ASSESSMENTS AND DESIGNATING THE ENGINEER OF WORK FOR FISCAL YEAR 2026-27 FOR THE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1, AND NO. 2006-02

WHEREAS, the City of Palmdale Drainage Benefit Assessment Districts No. 1, and No. 2006-02 (the "Assessment Districts" or "Districts") were approved by property owners pursuant to mailed ballot elections conducted in accordance with Article XIIID of the California Constitution, and the "Benefit Assessment Act of 1982" (the "Act"), being Chapter 6.4 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (commencing with Section 54703 thereof).

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby proposes to continue to levy and collect annual assessments against the lots and parcels of land within the City of Palmdale Drainage Benefit Assessment Districts No. 1, and No. 2006-02 to pay for the costs and expenses of the improvements described in Section 3 below, for the fiscal year commencing July 1, 2026 and ending June 30, 2027, pursuant to the Act, and as provided by Article XIIID of the California Constitution.

SECTION 2. The purpose of the Assessment Districts is for the installation, maintenance, and servicing of public improvements, as described in Section 3 below.

SECTION 3. Within the Assessment Districts, the existing and proposed improvements to be undertaken may be briefly described as follows: the installation, construction, and/or maintenance of any authorized improvements under the Act, including, but not limited to, drainage improvements and any facilities which are appurtenant to those improvements or which are necessary or convenient for the maintenance or servicing thereof.

SECTION 4. NBS is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 6.4 of the Act and Article XIIID of the California Constitution. Upon completion, the Engineer of Work shall file the Engineer's Report with the City Clerk for submission to the City Council.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED and **ADOPTED** this 7th day of April, 2026.

_____
Eric Ohlsen, Mayor

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 7th day of April, 2026 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2026-007, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING THE PREPARATION OF THE ANNUAL ENGINEER'S REPORTS FOR THE CONTINUATION OF THE ANNUAL LEVY OF ASSESSMENTS AND DESIGNATING THE ENGINEER OF WORK FOR FISCAL YEAR 2026-27 FOR THE CITY OF PALMDALE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS, PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT, AND STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2026-007, a Resolution of the City Council of the City of Palmdale directing the preparation of the annual Engineer's Reports for the continuation of the annual levy of assessments and designating the Engineer of work for Fiscal Year 2026-27 for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations; and,

2. Authorize the Mayor to execute Resolution No. CC 2026-007, directing the preparation of the annual Engineer's Reports and designating the Engineer of work for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.

BACKGROUND

The City's Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations (all together referred to as the "Districts"), were approved by property owners pursuant to mailed ballot elections conducted in accordance with Article XIIID of the California Constitution and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof).

The purpose of the Landscape Maintenance Assessment Districts and Annexations is to fund the installation, maintenance, and servicing of ornamental structures, landscaping, including trees, shrubs, grass, and other ornamental vegetation, and appurtenant facilities, including irrigation systems, drainage devices, and drywells located in public places within the boundaries of the Landscape Maintenance Assessment Districts and Annexations.

The purpose of the Park Maintenance and Recreation Improvement District is to fund the installation, maintenance, and servicing of public parks and recreational facilities throughout the City.

The purpose of the Streetlight Maintenance Assessment Districts and Annexations is to fund the installation, maintenance, and servicing of any authorized improvements under the Act, including, but not limited to, streetlight, traffic signal, and highway safety light improvements, and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof.

DISCUSSION

Resolution No. CC 2026-007 designates NBS as the Engineer of Work and directs the preparation of the annual Engineer's Reports for Fiscal Year 2026-27 for each of these City Districts.

Each year, the Landscaping and Lighting Act of 1972 requires that, in order to continue the annual levy of assessments, the Districts have a detailed Engineer's Report approved by the City Council. The attached resolution, ordering the preparation of the annual Engineer's Reports, initiates the proceedings for the annual levy of assessments for the Districts for Fiscal Year 2026-27.

The annual Engineer's Reports will be presented to the City Council on June 2, 2026. A public hearing will be held at the July 7, 2026, City Council meeting in order to accept public testimony regarding the combined annual Engineer's Report and levy of assessments for Fiscal Year 2026-27.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action. Levy amounts will be included with the combined annual Engineer's Reports that will be presented at the June 2, 2026, City Council meeting.

STRATEGIC PLAN

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

A. Manage resources, costs and liabilities to ensure the City's long-term fiscal health.
B. Establish healthy reserves for ongoing replacement and repair of capital while stabilizing annual spending.

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

ATTACHMENTS

Reso. No. CC 2026-007

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2026-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING THE PREPARATION OF THE ANNUAL ENGINEER'S REPORT FOR THE CONTINUATION OF THE ANNUAL LEVY OF ASSESSMENTS AND DESIGNATING THE ENGINEER OF WORK FOR FISCAL YEAR 2026-27 FOR THE CITY OF PALMDALE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS, PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT, AND STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS

WHEREAS, the City of Palmdale Landscape Maintenance Assessment Districts and Annexations (the "Landscape Assessment Districts"), Park Maintenance and Recreation Improvement District (the "Park District"), and Streetlight Maintenance Assessment Districts and Annexations (the "Streetlight Assessment Districts", or all together as the "Districts") were approved by property owners pursuant to mailed ballot elections conducted in accordance with Article XIIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof).

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby proposes to continue to levy annual assessments for existing City of Palmdale Districts and to levy and collect assessments against the lots and parcels of land within such Districts to pay for the costs and expenses of the improvements described in Section 3 below, for the fiscal year commencing July 1, 2026 and ending June 30, 2027, pursuant to the Act, and as provided by Article XIIID of the California Constitution.

SECTION 2. The purpose of the Districts is for the installation, maintenance, and servicing of public improvements, as described in Section 3 below.

SECTION 3. Within the Landscape Assessment Districts, the existing and proposed improvements to be undertaken may be briefly described as follows: the installation, maintenance, and servicing of ornamental structures, landscaping, including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems, drainage devices and drywells located in public places within the boundaries of the Landscape Assessment Districts. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the ornamental structures, landscaping and appurtenant facilities, including repair,

removal or replacement of all or part of any of the ornamental structures, landscaping or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste. Servicing means the furnishing of electricity for the lighting and operation of the ornamental structures, landscaping, and appurtenant facilities, and water for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures, landscaping, and appurtenant facilities.

Within the Park District, the existing and proposed improvements to be undertaken by the Park District are generally described as: installation, maintenance and servicing of public facilities, including but not limited to, landscaping, sprinkler systems, park grounds, park facilities, amphitheaters, landscape corridors, ground cover, shrubs and trees, street frontages, multi-use trails, camp sites and picnic areas, equestrian facilities, playground equipment and hardcourt areas, senior and community centers, drainage systems, lighting, fencing, entry monuments, sport and recreation fields, concession stands, basketball courts, tennis courts, running tracks, aquatic parks, swimming pools and pool enclosures, other recreational facilities, security guards, and labor, materials, supplies, utilities and equipment, as applicable, for property owned, operated or maintained by the City of Palmdale. Whereas, installation means the construction of recreational improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts, recreational facilities, and public restrooms. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health, and beauty of landscaping; and cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and of water for irrigation of any landscaping, or for the maintenance of any other improvements.

Within the Streetlight Assessment Districts, the existing and proposed improvements to be undertaken may be briefly described as follows: the installation, maintenance, and servicing of any authorized improvements under the Act, including, but not limited to streetlight, traffic signal, and highway safety light improvements, and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof.

SECTION 4. NBS is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIIID of the California Constitution. Upon completion, the Engineer of Work shall file the Engineer's Report with the City Clerk for submission to the City Council.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

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

PASSED, APPROVED and **ADOPTED** this 7th day of April, 2026.

_____
Eric Ohlsen, Mayor

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 7th day of April, 2026 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **3, 4**

SUBJECT: **APPROVE SECOND AMENDMENT TO AGREEMENT WITH PSOMAS FOR DESIGN SERVICES FOR PN 796, 45TH STREET EAST SEWER, STORM DRAIN, AND STREET IMPROVEMENT PROJECT, INCREASING THE AMOUNT BY $54,625, FOR A TOTAL NOT TO EXCEED AMOUNT OF $362,365, AND EXTENDING THE CONTRACT TERM TO JUNE 30, 2026**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve the Second Amendment to Agreement No. A-8881 with Psomas for design services, for PN 796, 45th Street East Sewer, Storm Drain and Street Improvement Project (Project), increasing the agreement by $47,500, plus a 15% contingency amount of $7,125, for a total not to exceed contract amount of $362,365 and extending the term to June 30, 2026; and,

2. Authorize the City Manager or his designee to execute the Second Amendment to Agreement No. A-8881 with Psomas, including minimal and/or non-substantial changes with a 15% contingency.

BACKGROUND

In August 2024, the City Council awarded Psomas a design services contract for a storm drain system to address flooding issues on 45th Street East from Avenue R to Avenue R-8, and to coordinate the horizontal and vertical alignments with the County sewer trunk line.

The First Amendment to the Agreement was executed to extend the Project term to March 31, 2026, due to additional time required to complete the final deliverables.

DISCUSSION

The proposed Second Amendment to the Agreement would revise the project scope and increase the contract amount to address newly identified drainage deficiencies.

A focused sub-drainage hydrological analysis has determined that the original Master Drainage Plan did not include sufficient data to support the design of effective catch basins for surface flow containment. Subsequent stormwater analysis indicates that the existing infrastructure is inadequate to manage current street runoff conditions, resulting in the need for additional drainage improvements.

To address these deficiencies, the drainage plans will be updated to include four new catch basins along the east side of 45th Street. Each basin will require site-specific design to accommodate existing utilities and to ensure proper connection to the proposed box culvert system.

The additional design work and expanded scope necessitate an increase in the contract amount of $54,625, for a revised total project cost of $362,365.

FISCAL IMPACT

$54,625; Sufficient funds are budgeted for the project using Drainage Funds.

Project Summary	**Cost**
Second Amendment to Agrmt No. A-8881 plus a 15% contingency	$54,625
First Amendment to Agrmt No. A-8881	$0
Agrmt No. A-8881 with Psomas	$307,740
Total Contract Amount	**$362,365**

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

A. 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, Deputy City Manager
Approved by:	Salvador Mendez, City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Agrmt No. A-8881 Second Amendment with Psomas
Agrmt No. A-8881 First Amendment with Psomas
Agrmt No. A-8881 with Psomas

SECOND AMENDMENT TO AGREEMENT A- 8881
BETWEEN THE CITY OF PALMDALE AND PSOMAS

This 2nd Amendment to Agreement No. A-8881 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and PSOMAS (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on July 11, 2024 ("Original Agreement") the CITY and CONSULTANT entered into an agreement to provide:

Professional services for PN 796 - 45th Street Storm Drain and Sewer Upgrades Project (Project), with an original contract term beginning July 11, 2024, through April 1, 2025.

Due to additional time required, a First Amendment to the Original Agreement was executed to extend the Project term to March 31, 2026.

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

1) Add scope of work
Hyrology/Hydraulic Study $18,000
Revised Storm Drain Plans $18,000
Revised Street Palns $5,000
Special Structural Design $6,500

2) Extended contract term to June 30, 2026.

3) Increase contract price $47,500

NOW THEREFORE, the parties agree as follows:

Section 1 Description of Work
A. Additional Catch Basin and Hydrologic Study
B. Prepare Special Structural Design for Storm Drain Transitions

Section 4 Contract Term shall be extended until the end of June 2026

Section 9 Compensation
CITY shall pay to CONSULTANT and additional Forty-Seven Thousand, Five Hundred ($47,500.00) Dollars for a total not to exceed contract amount Three Hundred and Fifty-Five Thousand, Two Hundred and Forty ($355,240.00) Dollars.

CONSULTANT Proposal is attached as Exhibit "A".

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

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

CITY OF PALMDALE:

SIGNATURE AREA

Salvador Mendez
City Manager

SIGNATURE AREA

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

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra Severino
City Attorney

ATTEST:

SIGNATURE AREA

Rochelle Scott
City Clerk

PSOMAS:

SIGNATURE AREA

Jeff Chess
Vice President

ADDRESS FOR NOTICE:
PSOMAS
27200 Tourney Rd Suite 360
Santa Clarita, CA 91355

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

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

FIRST AMENDMENT TO AGREEMENT A- 8881
BETWEEN THE CITY OF PALMDALE AND PSOMAS

This 1st Amendment to Agreement No. A-8881 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and PSOMAS (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on October 16, 2024 ("Original Agreement") the CITY and CONSULTANT entered into an agreement to provide:

Professional services for PN 796 - 45th Street Storm Drain and Sewer Upgrades Project

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

Extended contract term due to additional needed time for completion of Final Deliverables.

NOW THEREFORE, the parties agree as follows:

Section 4 - Contract Term shall be extended to March 31, 2026.

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

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

CITY OF PALMDALE:

Salvador Mendez
Nov 6, 2025, 1:16 PM PST

Salvador Mendez
Interim City Manager

Lee Torres
Nov 4, 2025, 1:18 PM PST

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

PSOMAS:

Jeff Chess
Nov 5, 2025, 8:24 AM PST

Jeff Chess
Vice President

ADDRESS FOR NOTICE:
PSOMAS
27200 Tourney Rd. Suite 360
Santa Clarita, CA 91355

APPROVE AS TO FORM:

Alexandra Severino
Nov 6, 2025, 8:02 AM PST

Alexandra Severino
City Attorney

ATTEST:

Roxanne Faber
Nov 6, 2025, 3:57 PM PST

Roxanne Faber
City Clerk

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

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

Record of Signing

For
Name
Title



Signed on Nov 4, 2025 1:18 PM PST

Secured by Concord™
DocumentID: 031VuJnpkPwfr4CDG8AuG8
SigningID: 031VuJnpMF5ip7imivgLHh
UTC Signing time: 2025-11-04 21:18:44 UTC
IP Address: 206.171.111.149
Email: ltorres@cityofpalmdaleca.gov

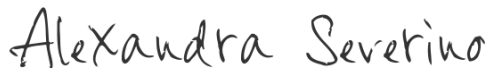
For
Name
Title



Signed on Nov 5, 2025 8:24 AM PST

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UTC Signing time: 2025-11-05 16:24:18 UTC
IP Address: 159.100.175.55
Email: jchess@psomas.com

For
Name
Title



Signed on Nov 6, 2025 8:02 AM PST

Secured by Concord™
DocumentID: 031VuJnpkPwfr4CDG8AuG8
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UTC Signing time: 2025-11-06 16:02:04 UTC
IP Address: 97.131.21.135
Email: aseverino@harperburns.com

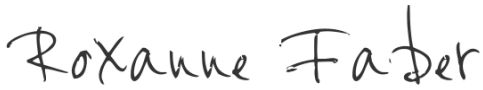
For
Name
Title



Signed on Nov 6, 2025 1:16 PM PST

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UTC Signing time: 2025-11-06 21:16:07 UTC
IP Address: 206.171.111.149
Email: smendez@cityofpalmdaleca.gov

For
Name
Title



Signed on Nov 6, 2025 3:57 PM PST

Secured by Concord™
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SigningID: 031X6t5y2ZV9JDRkHvJ3m5
UTC Signing time: 2025-11-06 23:57:17 UTC
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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AGREEMENT NO. A-8881
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND PSOMAS

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 PSOMAS (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:

PN 796 - 45th Street Storm Drain and Sewer Upgrades Project: (Exhbit A & B)

The City of Palmdale's Master Plan of Drainage has defined a regional storm drain main line within 45th Street East, which begins at the California aqueduct and runs northerly to Avenue Q. Much of the regional mainline has previously been constructed and functions as an existing storm drain system within the city's overall regional
plan. As part of the regional system within 45th Street East, the city has an existing sixty-six (66") inch regional storm drain mainline between Avenue S and Avenue R-8, that terminates at the southwest corner of the Avenue R-8 intersection. The existing sixty-six (66") inch storm drain main line drops into a drywell chamber and flows from larger storm events discharging to 45th Street East through a series of catch basins constructed at the intersection. Reports from the city's Maintenance Division indicate that during recent storm events, stormwater ponding at the intersection has occurred, and maintenance crews are cleaning the drainage ditch that runs along the shoulder on the west side of 45th Street East.

To alleviate the current drainage condition, the city has requested to extend the regional storm drain system, per the city's Master Plan of Drainage, from Avenue R-8 to Avenue R, along 45th Street East. The storm drain extension will complete the

connection of the existing system to the storm drain line located at the intersection of Avenue R.

In addition to the scope of work for storm drain improvement, this proposal also includes finishing up the sewer improvements as per the attached scope of work in Exhibit B shall replace the sewer improvement scope of work presented in Agreement No. A-6797, which is expired.

Storm Drain Scope of work includes the following tasks:

TASK 1 PROJECT MANAGEMENT AND COORDINATION

Task 1.1 Kickoff Meeting

Psomas will facilitate a team kickoff meeting to introduce the Psomas project team and city staff and review project responsibilities, design issues, project parameters, and schedule. The meeting will include a walk of the project site.

Deliverables: Meeting Agenda and Minutes

Task 1.2 Project Milestone Submittal Meetings

Conduct meetings with city staff and other key team members at project milestones of 30%, 60%, 90%, and final submittals to closely monitor the project's status.

Deliverables: Meeting Agenda and Minutes

Task 1.3 Project Administration

Conduct project administration, including invoicing, monthly progress reports, and schedule updates using MS Project.

Deliverables: Invoices, progress report summaries and schedule updates

Task 1.4 Quality Assurance/ Quality Control Plan

Conduct quality assurance and quality control reviews, implementing Psomas internal QA/QC plan at all key milestone deliveries to ensure conformance with city standards and requirements.

Deliverables: QA/QC reviews will be conducted as part of deliverable milestones outlined in this scope of services.

TASK 2 PRELIMINARY DESIGN

Task 2.1 Topographic Survey

Psomas shall execute a Design Survey from the westerly right of way of 45th Street and extending approximately seventy-five (75) feet along E Avenue R-8 as shown on Exhibit "S", at a scale of 1" = 20' with 0.5-foot contours being developed and spot elevations being taken to 0.01' accuracy. The boundary lines are established from record information. Delineation of plottable easements on parcel west of 45th Street East and north of Avenue R-8 from a client-supplied title report. Horizontal location, size and description of, driveways, walks, curbs, walls, fences, signs, poles, trees over six (6) inches in diameter, and other permanent surface visible features.

Horizontal and vertical location of approximately fifteen (15) potholes. Utilities from available substructure maps, where possible, with visible signs of utilities located by the field crew. Field measured invert elevations on storm drain manholes.
Deliverables: Survey Map in PDF and AutoCAD Civil 3D

Task 2.2 Horizontal Alignment and Vertical Profile Concept Workshop
Psomas will prepare a preliminary horizontal alignment and vertical design for the proposed storm drain system. Psomas will meet with City staff to review and discuss the preliminary design concepts. Concerns and comments will be documented and incorporated into the 30% design plans.
Deliverables: Preliminary design concept plan, meeting agenda, and minutes

Task 2.3 Utility Potholing
Psomas' potholing sub-consultant, Discovery Hydrovac, will conduct a maximum of fifteen (15) potholes to confirm the location and depth of utility crossings at key locations. Engineered traffic control plans will be provided based on the California Manual on Uniform Traffic Control Devices (CA MUTCD) for the pothole locations. Potholes will be patched with hot mix asphalt. Please see the scope of work from Discovery Hydrovac.
Deliverables: Potholing report

Task 2.4 30% Plans and Estimate
Psomas will prepare 30% design plans at a scale of 1"=40' and cost estimate for the project as follows:
• Storm Drain Plan: Psomas will prepare a Storm Drain Plan depicting preliminary horizontal alignment and preliminary profiles of the proposed storm drain system. All comments received during the Alignment and Elevation Concept Workshop will be incorporated into this submittal. Pipeline stationing, catch basin locations, annotation, and construction notes will be minimally shown at this submittal stage.
• Street Improvement Plan: Psomas will prepare Street Improvement Plans that show pavement widening improvements at a scale of 1" = 40' on the west side of 45th Street between Wrightwood Way and Avenue R-8, a distance of approximately 1,900 feet, up to an ultimate gutter line. The ultimate gutter line is understood to be the prolongation of the gutter line along the curb and gutter on the west side of 45th Street, between Avenue R and Wrightwood Way. Improvement plans will show typical sections along 45th Street East with the existing and proposed pavement widths and street stationing information. No details will be shown for the added pavement widening at this stage. The new pavement section will match that of the recently built section between Avenue R and Wrightwood Way.
• Hydrology and Hydraulic Analysis: Psomas will provide preliminary hydraulic calculations in support of the 30% design plans. Hydrologic information will be studied in the City's Master Plan of Drainage for the Pearland Watershed and the resulting Q's from the Master Plan will be utilized. A preliminary hydraulic analysis will be performed to size the storm drain main line, laterals, and catch basin inlets.

Deliverables: 30% design plans and preliminary engineer's estimate of probable construction costs

TASK 3 FINAL DESIGN

Task 3.1 60% Plans, Specifications and Estimates

Psomas will prepare 60% design plans at a scale of 1"=40', technical specifications, and cost estimates for the storm drain and street improvement plans. Comments from the 30% design review will be incorporated into the 60% construction plans. Construction plans will also include the following:

• Street Cross Sections at fifty (50) foot intervals will be included within the street improvement plans to define the parameters of street construction from right-of-way to right-of-way. These 50-foot interval cross-sections are generated for reference purposes. No profile view of the new pavement edge is deemed necessary nor included.

• Hydrology and Hydraulic Report: Psomas will continue refining project hydrology and hydraulic calculations to support the 60% design plans. Calculations, analysis, and recommendations will be provided within a Hydrology and Hydraulic Report for submittal.

• Signing and Striping Plan. At this milestone, updates to the two existing Signing-Striping Plan sheets will also be included. Traffic loops at Ave R will also be included.

Geotechnical Review and Report Update: Our geotechnical sub-consultant, RMA Group, will provide a review of the 45th Street East Sanitary Trunk Sewer geotechnical engineering investigation report, and plans and prepare a report that reflects the current site conditions, project scope, and revisions to the recommendations presented in the referenced report and grading and foundation plans, if applicable. It will also include any applicable code update to the original geotechnical report if needed. Recommendations will be consistent with sound engineering practices and shall incorporate federal, state, and local laws, codes, ordinances, and regulations applicable when professional services are rendered. No further field investigations are included.

Deliverables: 60% design plans, specifications, and engineer's estimate of probable construction costs

Task 3.2 90% Plans, Specifications and Estimates

Psomas will prepare 90% construction plans at a scale of 1" = 40', technical specifications and cost estimate for the project. Comments from the 60% design review will be incorporated into the 90% construction plans.

Construction plans will also include the following:

Traffic Control Plan: Psomas will complete the preparation of Temporary a Traffic Control Plan, including a title/legend/detail sheet for the proposed improvements along 45th Street East. Where practical, Temporary Traffic Control plans will merge set-up for sewer underground construction with that for Storm Drain, and continue to depict work zone areas, tapers, transitions, signage, temporary markings, striping, and legends as necessary for implementation. Allocating ample space for staging and

work area is a paramount consideration on traffic control plan development. As such, Psomas will adhere to the applicable CA MUTCD and WATCH manual and guidelines. The following modifications to the existing Temporary Traffic Control Plans are expected:
TC-01 : Updates to the notes, signs legend and index map.
TC-02 through -04: change in work area limit on the west side is expected to cover sewer, storm drain and new pavement widening on the west side of 45h Street.
TC-05: Addition of one additional stage at 45th Street/Avenue R-8 that covers proposed storm drain connection to an existing 66-inch RCP.
No change is expected on the remaining TC sheets.
Deliverables: 90% design plans, specifications and engineer's estimate of probable construction costs, with the necessary updates.

Task 3.3 100% Plans, Specifications and Estimates
Psomas will prepare final construction documents, technical specifications and cost estimate for the project.
Comments from the 90% design review will be incorporated into the final construction plans.
Deliverables: Final design plans, specifications and engineer's estimate of probable construction costs, with the necessary updates.

OPTIONAL SERVICES
Task 4 Plat & Legal for additional ROW on the west side of 45th Street East
Preparation of legal description and map exhibits appurtenant to the proposed dedication instrument, adhering to the standards of the reviewing agency. The proposed additional ROW is located on the west side of 45th Street East from Ave R-8 to the Crecian Isle Mobile Home Park.
The need for this Task is contingent upon the timing of the recordation of the adjacent housing tract with the dedication of the 45th Street East right of way.

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:

Sr. Project Manager-Jeremy Johnson, PE., QSD/P, Env SP; other staff as needed.

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 starting July 11, 2024 through April 1, 2025 (42) weeks, commencing on the effective date.

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 Three Hundred Seven Thousand Seven Hundred Forty dollars ($307740), payable as follows:

The City agrees to pay Consultant for work performed in accordance with the provisions based on the hourly rate schedule attached as Exhibit "A and B" for both the Sewer Improvements and Storm Drain Improvements

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*

- $2,000,000 limit on a per occurrence basis

11.1.3 Commercial General Liability

- $2,000,000.00 limit on a per occurrence basis
- $4,000,000.00 general aggregate limit

11.1.4 Commercial Automobile Liability

- $2,000,000.00 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:

Ronda Perez
Signed: 10/14/2024

Ronda Perez
City Manager

Hamed Hashemian
Signed: 10/9/2024

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

PSOMAS:

Jeff Chess
Signed: 10/9/2024

Jeff Chess
Vice President

ADDRESS FOR NOTICE:
PSOMAS
27220 Tumberry Lane, Suite 190
Valencia, CA 91355-1058

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 10/9/2024

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
Signed: 10/16/2024

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 2024-10-09 02:00:11 GMT

Secured by Concord™
DocumentID: 02xuaK97P9BwdytTa96PES
SigningID: 02xuaK97J6TgevZgIJrZam
Signing date: 10/9/2024
IP Address: 206.171.111.149
Email: hhashemian@cityofpalmdale.org

For
Name
Title



Signed on 2024-10-09 13:37:28 GMT

Secured by Concord™
DocumentID: 02xuaK97P9BwdytTa96PES
SigningID: 02xurR5wqzDClLR56nyJdp
Signing date: 10/9/2024
IP Address: 159.100.175.55
Email: jeff.chess@psomas.com

For
Name
Title



Signed on 2024-10-09 15:57:34 GMT

Secured by Concord™
DocumentID: 02xuaK97P9BwdytTa96PES
SigningID: 02xuusHEXrA5jcXY1LzyrS
Signing date: 10/9/2024
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

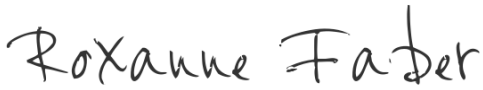
For
Name
Title



Signed on 2024-10-14 21:30:12 GMT

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DocumentID: 02xuaK97P9BwdytTa96PES
SigningID: 02xxtjUBeJ9RiHMbo5RiBE
Signing date: 10/14/2024
IP Address: 166.198.125.137
Email: rperez@cityofpalmdale.org

For
Name
Title



Signed on 2024-10-16 16:18:28 GMT

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City Council Staff Report

DATE: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **3, 4**

SUBJECT: **APPROVE AGREEMENT WITH WILLDAN ENGINEERING FOR CONSTRUCTION MANAGEMENT AND OBSERVATION SERVICES FOR PN 796, 45TH STREET EAST SEWER, STORM DRAIN, AND STREET IMPROVEMENT PROJECT, FOR A TOTAL NOT TO EXCEED AMOUNT OF $877,189 FOR A TERM OF 251 WORKING DAYS FROM THE DATE OF THE NOTICE TO PROCEED**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9785 with Willdan Engineering for Construction Management and Observation Services for PN 796, 45th Street East Sewer, Storm Drain and Street Improvement Project (Project), for a total not to exceed amount of $877,189, which includes a contract amount of $762,772, plus a 15% contingency amount of $114,417 for a term of 251 working days from the date of the Notice to Proceed;

2. Authorize the City Manager or his designee to execute Agreement No. A-9785 with Willdan Engineering, including minimal and/or non-substantial changes; and,

3. Authorize the City Manager or his designee to approve change orders for additional or changed scopes of work up to the 15% contingency amount approved by the Council.

BACKGROUND

The Project is a pivotal undertaking to enhance infrastructure along 45th Street between Avenue R and Avenue S. This initiative aims to improve roadway safety and functionality while effectively managing stormwater and wastewater in our community.

The Project includes:

- New 18-Inch Sewer Main: Extends from Avenue S to R, boosting capacity and reducing backups.
- New 78-Inch Storm Drain: Located between Avenue R-8 and R, helping prevent flooding.
- Street Pavement Rehab: Includes new sidewalks, curbs, and gutters for safer pedestrian access.

The firm selected will oversee various critical aspects of this project, including but not limited to:

- Constructability Review, ensuring that all plans and specifications are feasible and effective.
- Project Budget and Schedule, execute comprehensive cost control, and adhere to scheduling timelines.
- Facilitating collaboration among stakeholders and contractors to streamline operations.
- Ensuring accurate records and maintaining transparency and accountability throughout the project.
- Finalizing the project documentation, including inspections and approvals.

This Project represents a significant investment in our community's infrastructure, aimed at enhancing the quality of life and promoting environmental sustainability.

DISCUSSION

On December 11, 2025, a Request for Qualifications (RFP) for construction management and observation services was publicly advertised via the PlanetBids electronic platform.

On January 15, 2026, the City received eight (8) proposals. Consistent with the RFP procurement process, the evaluations prioritized the proposer's technical approach, followed by qualifications and the proposed management and staffing plan. The table below summarizes the weighted evaluation criteria used in this process:

Criteria	Available Points
Expertise, Experience, and Training Plus Prior Contracting History	40
Project Approach	30
Public Outreach	20
Compliance with RFP	10
Total	**100**

Each evaluator scored the proposals independently, and the firms were ranked as follows:

Rank	Vendor	Location	Proposal Fee
1	Willdan Engineering	Ventura, CA	$762,774.00
2	MNS Engineers	Thousand Oaks, CA	$1,281,451.00
3	Transtech Engineers, Inc.	Chino, CA	$707,904.00
4	Z&K Consultants	Riverside, CA	$676,744.00
5	Interwest Consulting Group, Inc.	San Jacinto, CA	$633,185.00
6	Kane Construction Services, Inc.	North Hollywood, CA	$885,505.59
7	Global Builders	Laguna Hills, CA	$1,589,500.00
8	Engineering Resources of Southern California, Inc	Redlands, CA	$812,228.60

Willdan Engineering has demonstrated extensive expertise in public infrastructure management, with a strong track record in California and strong alignment with the City's goals for the Project. The firm's experience includes overseeing projects with similar scopes, ensuring adherence to budget and schedule, while actively promoting community engagement and transparency throughout the project lifecycle.

Willdan's dedicated team offers comprehensive construction management, labor compliance, and quality assurance services tailored specifically to the City's needs. With over 61 years of proven success in managing complex public works projects, Willdan prioritizes proactive risk management, meticulous documentation practices, and responsive communication with the City and stakeholders. The firm's commitment to public outreach includes bilingual community notifications to ensure residents remain well-informed throughout the project.

The Project approach emphasizes collaboration and leverages leadership experience in managing complex infrastructure projects to foster successful outcomes. Employing advanced project management systems, including the proprietary Virtual Project Manager platform, Willdan guarantees rigorous oversight, real-time problem resolution, and seamless coordination. This approach ensures that the project may be executed efficiently, on time, and in full compliance with all applicable regulations.

The top three (3) consulting firms were each invited for interviews. Based on the interviews, qualifications, and relevant experience, staff recommend that the City Council approve the professional services agreement with Willdan Engineering for PN 796 in the amount of $877,189, including a 15% contingency.

FISCAL IMPACT

$877,189; Contract amount of $762,722 plus 15% contingency of $114.417 for a total amount of $877,189. Sufficient funds are budgeted and available for this project utilizing Pearland Drainage, Sewer Maintenance, and Measure M Funds.

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, Deputy City Manager
Approved by:	Salvador Mendez, City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Agrmt No. A-9785 with Willdan Engineering

AGREEMENT NO. A-9785
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND WILLDAN ENGINEERING

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 WILLDAN ENGINEERING (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:

PN 796 45th Street East Sewer, Storm Drain and Street Improvements Project
The consultant will provide technical professional services related to the construction of the following:

- Sewer Relief Line
- Storm Drain
- Pavement Improvements/Rehabilitation
- Curb and Gutter
- Signing and Striping
- Utility adjustments
- Monument and Project Control

The construction is anticipated to be completed within 251 working days. In general, the City uses the "Standard Specifications for Public Works Construction" and the "Standard Plans for Public Works Construction" as the basis of a project's plans, specifications, and estimate.

The consultant shall provide a qualified Construction Manager responsible to oversee the required inspection, materials and geotechnical testing and perform Construction Management for the construction of the subject project. Responsibilities include but not limited to:

• Provide a constructability review of the project plans, specifications, and engineer's estimate;
• Coordinate and attend all project related meetings which includes pre-bid meeting, pre-construction meeting & weekly progress meetings;
• Prepare bi-monthly Project Update Summary and submit to the City's Project Manager and Stakeholders every 2nd and 4th Monday of each month. Project Update Summary shall include, but not limited to, recap of completed work with photos, upcoming scheduled work, and lane and street closures;
• Maintaining project files using VPM. Project files shall be available to the City's Project Manager through the City's VPM shared files system;
• Supervise and provide construction observation/inspection;
• Manage, monitor, inspect, maintain, and keep track of progress of Perpetuation of Survey Monuments by the contractor;
• Review and file construction inspector's daily report in VPM;
• Review and track the contractor's construction schedule in VPM;
• Assure contractor is meeting project labor agreement and Community Workforce Agreement requirements in coordination with Labor Compliance Consultant;
• Issue Weekly Statement of Working Days reports in VPM;
• Coordinate with the City's design engineer, utility companies, and other agencies.
• Process, review and track submittal approvals;
• Provide and implement public outreach plan which shall include coordination of one (1) virtual community meeting, meeting with Mesquite Elementary School, develop and distribute project notifications letters/postcards, and provide bi-weekly project update for City's Website and social media outlets;
• Review and make recommendation for contractor progress payments;
• Prepare, review, and make recommendations regarding the contractor's request for contract change orders through VPM;
• Assist at the final walk-through inspection and prepare a "punch-list for project closeout". Make recommendation for substantial completion; and
• Oversee the traffic striping and signage inspections.

Task 1 – Constructability Review: The construction manager shall be responsible for reviewing the plans, specifications, and engineer's estimate and providing advice on the constructability and offer recommendations to improve construction efficiencies and/or reduce impacts to property owners and the traveling public. These reviews shall take no longer than two (2) weeks to complete. The consultant shall provide the comments in writing. In addition, the construction manager shall meet with the City's Project Manager to discuss their comments. Please indicate the number of hours proposed for constructability review.

Task 2 – Meetings: The consultant will meet with City's Project Manager and Design Team for an initial kick-off meeting.

The consultant shall schedule, prepare and conduct a mandatory pre-bid meeting. They will also schedule, prepare and conduct preconstruction conference meeting with the selected contractor all stakeholders and utility agencies. Conduct weekly coordination meetings with the contractor and stakeholders and discuss the next week's work. Prepare written agendas and minutes of all meetings. The contractor

will be required to provide a “look ahead” schedule at each weekly meeting that the consultant shall review and provide comments. These meetings may be held at the City of Palmdale, Development Services Building, 38250 Sierra Highway, Palmdale, CA. However, the meeting location may be scheduled for an alternate site or by Microsoft TEAMs if agreed by the contractor and approved by the City.

Task 3 – Construction Management: The consultant shall provide a qualified Registered Civil Engineer or Certified Construction Manager serving as a construction manager having at least 10 years of experience with similar projects.

Construction Manager under the general direction of the City’s Project Manager shall be responsible for overseeing all aspects of the project construction management. Oversee and ensure that all requirements of the project’s plan and specifications are strictly adhered to and the project construction phasing is completed in timely and professional manners, within budget and with an emphasis in providing the City with a high-quality project. Develop project files folders and maintain all records in accordance to an industry standard format. All project files (paper files and electronic files) shall become property of the City and shall be delivered to the City in its entirety.

The Construction Manager shall be to be responsible for Reviewing and monitoring Contractor’s methods and procedures during all construction activities and issue weekly working days statement. The Construction Manager shall also be responsible at a minimum the following tasks but not limited to:

• Task 3A – Manage VPM: The construction manager shall be responsible to learn how to use and manage all construction documents in City’s VPM Software. The City will schedule an in-person training before the project starts.

• Task 3B – Supervision of Construction Observation and Material Testing/Geotechnical: Supervise the work of the project construction observer(s), geotechnical and material testing technician(s). Review inspector’s daily reports and photographs and provide copies on a weekly basis due every Friday by noon. Additional Inspection and Reporting responsibilities are listed in Task 4.

• Task 3C – Construction Schedule: The construction manager shall review the contractor’s project schedule and confirm that tasks are scheduled within appropriate timeframes with the least impact to the public. On a weekly basis the construction manager shall review the contractor’s weekly look-ahead schedule to confirm its compliance with the original schedule and that coordination with utility companies and agencies has been performed. If the weekly look ahead schedule is not in compliance with the original schedule, construction manager shall be responsible to direct the contractor to make suitable adjustments.

• Task 3D – Material Submittal: Review, comment and/or recommend approval all of the contractor’s submittals, including but not limited to shop drawings, material data, samples, and product data. Verify that the correct products will be installed on the project. Prepare a tracking log to document to include the date the submittal was

delivered; who the submittal was transmitted to for comment/approval; and when the submittal was returned with comment or approval.

• Task 3E – Weekly Statement of Working Days: Promptly prepare and issue the weekly working day statements to the contractor. This is due to the City every Monday by noon. The working day statement shall conform to Caltrans form CEM-2701 or similar form produced by the consultant documenting the same information, as approved by the City.

• Task 3F – Coordination: As the City's representative assure coordination between the contractor and the design team, utility companies, other agencies, City, Stakeholders and the community.

• Task 3G – Traffic Control: Review the traffic control plan and the day to day operations to ensure compliance with approved traffic control plan to promote safety to the traveling public, and to minimize the impacts to the general public.

• Task 3H – Review Contractor's Payment and Contract Change Order Request: Review, verify and make a written recommendation of contractor's invoices/payment requests to the City through VPM. The construction manager shall reconcile item quantities with field measurements and verify consistency with contractor's progress invoices. Once the reconciliation is complete and the contractor agrees the construction manager shall provide a written recommendation to the City for payment. The construction manager's recommendation process shall take no longer than one (1) work week. If the contractor's payment request is in error the construction manager shall reject the request in writing stating the reason for rejection.

Prepare all City approved contractor change order requests and owner-initiated contract change orders through VPM. Contractor's change orders requests shall be reviewed and confirmed if it is a valid request and not specified in construction contract documents. The construction manager shall also forward all requests to the design engineer for their input to the request's validity and cost. If the request is valid and a reasonable cost is established, the construction manager shall forward the change order request to the City recommending approval and tracking.

• Task 3I – Review on Contract Claims: The construction manager shall be responsible in working with the contractor and resolving any issues prior to claims. The construction manager shall assist with City personnel in recommending the best solution to resolve disputed claims. Resolution of disputed claims shall be approved by the City Engineer or its designee.

• Task 3J – Final Walk Through and "Punch-List": The construction manager shall arrange for a final walk through inspection with the contractor and prepare a "punch-list" of items needing to be addressed to complete the work and track progress and its status. The construction manager shall certify the completion of work improvements pursuant to the construction contract documents and shall make recommendations for final acceptance.

• Task 3K – Public Outreach: The construction manager shall be responsible to host one (1) virtual community outreach meeting and one (1) in-person meeting with Mesquite Elementary School prior to start of construction. This includes preparation and distribution of a multi-language (English and Spanish) on City's public outreach postcard inviting residents and businesses via mailers to City approved distribution area map (within notification map provided by Project Manager) and on City approved social media outlets. The construction manager shall also prepare, reproduce all copies needed, and distribute public outreach notification postcards to all the residents and businesses affected by the project within notification map provided by Project Manager prior to construction bid advertisement of the project. Address any questions or complaints from residents affected by the construction project.

Construction Manager shall be responsible for reaching out to nearby school(s), transit agencies, LA County Fire Department, LA County Sheriff Department, Utility Companies, businesses, and residents immediately affected by the project to further discuss the project details and schedule.

Consultant shall also propose other effective public outreach strategies to be found to be effective on other current or past projects.

The consultant shall also be responsible to oversee construction notices to be delivered by contractor along the project route.

• Task 3L – Project Budget: The construction manager shall provide bi-weekly project budget spreadsheet and show the current status of the project.

Task 4 – Construction Observation and Reporting: The consultant shall provide one experienced full-time construction observer. Brief descriptions and related projects are sufficient. The City will set an interview to assure that the chosen observer can take charge and impose the compliance of the plans and specifications during all times the contractor is working. Only one (1) full-time construction observer is required for this project.

Construction observer shall have the full knowledge in the day-to-day operations and activities, coordination and monitoring of all construction methods, traffic control, water quality SWPPP and BMP's implementation and other associated work. Although it is anticipated most of the work will occur during the day it can be assumed that a portion of the work may occur at night in order to minimize traffic impacts. The consultant shall report the daily progress of the work produced by the consultant, approved by the City, documenting the same information. The consultant shall document all personnel and equipment used for the day in VPM.

The construction inspectors report shall incorporate photos, before, during and after construction. Photos included in the construction observers report shall be properly labeled with date, time, location and short description. Photo's shall also be uploaded on the VPM software. The daily report shall be uploaded to the VPM software on a daily basis.

Inspection services shall provide a licensed Traffic Engineer to field inspect all cat tracks and final striping for all proposed traffic striping.

Task 5 – Labor Compliance: The consultant shall schedule and conduct a mandatory pre-bid meeting to discuss the Labor Compliance and Community Workforce Agreement requirements. The consultant shall resolve complex labor compliance issues, review, verify and enforce the prime contractors and subcontractor's submittal of monthly certified payrolls pursuant to the contract agreement, local, Federal, and State requirements. The prime contractor shall be responsible for assure corrections of any payroll that does not meet contract, Federal, and/or State requirements, including making additional payments to employees, if necessary. All correspondence and corrections with and by the contractor shall be documented and forward to the City. Construction Manager will need to inform the city as soon as he/she discovers the discrepancies or labor compliance violations. The consultant shall submit a monthly labor compliance report to the City. The report shall include certified payrolls, correspondence corrections, consultant letter certifying the review and labor compliance in accordance to the Federal and/or State regulations. Consultant shall include hourly rates and shall take account of travel time.

The consultant shall review all files for completeness and accuracy, prepare and send Labor Compliance Clearance Letter certifying the completion of all labor compliance activities. The consultant shall also prepare file closeout transmittal, transmit files to City for storage (3-year records retention requirement).

Task 6 – Geotechnical and Materials Testing: The consultant shall provide geotechnical and/or materials testing to assure the contractor's construction methods and materials meet the requirements of the plans and specifications. The proposed cost for Geotechnical-Construction Services shall cover all material testing required throughout the duration of the project (sewer, storm drain, and street improvements) to include all reports.

Task 7 – Survey: The consultant shall monitor all activities related to the contractor's survey work including but not limited to verification of field work, survey records, monumentation, etc.

Task 8 – Traffic Signing and Striping Inspection: The consultant shall provide a licensed Traffic Engineer in the State of California to field inspect all cat tracks, final striping, and signage as proposed. All field comment(s) shall be documented and redlined on the construction plans to be provided to the contractor.

Task 9 – Interactive Map on City Website: The consultant shall develop and maintain an interactive map linked to City's Department website that shows the weekly construction updates with progress photos, temporary street closure(s) information, hours of work, etc. . It should also include 2-week look ahead schedule.

Task 10 – Provide Notification Letter to Residents/Business: The consultant shall provide notification letter two (2) week before the start of work.

This includes preparation and distribution of a multi-language (English and Spanish) public outreach postcards informing residents and businesses via mailers to City approved distribution area map (within notification map provided by Project Manager) and on City approved social media outlets. It must also include graphics or pictures that better explains the project. The letter will include the dates and times when residents are permitted to drive on the newly paved street. Address any question or complaints from residents affected by the construction project.

The City reserves the right to delete specific task(s) and/or line items at no additional cost.

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:

Michael Bustos and Javier Ramirez

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 two hundred fifty-one (251) DAYS, commencing on the effective date, with CITY reserving the option to extend the agreement for 6 Months 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 seven hundred sixty-two thousand seven hundred seventy-four dollars ($762774), payable as follows:

CONSULTANT Proposal is attached as Exhibit "A".

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*

- $2,000,000 limit on a per occurrence basis

11.1.3 Commercial General Liability

- $2,000,000.00 limit on a per occurrence basis
- $4,000,000.00 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 AND DELIVERY OF WORK PRODUCT:

All documents, data, reports, studies, analyses, field notes, investigations, plans, specifications, software, programs, manuals, instructions, and other materials of any nature, whether complete or incomplete, that are prepared, developed, or produced by CONTRACTOR or Contractor's subcontractors in the performance of this Agreement (collectively, "Work Product") shall be the exclusive property of the CITY. All Work Product shall be delivered to or left with the CITY upon completion, expiration, or termination of this Agreement. Upon request, CONTRACTOR shall provide the CITY with originals and reproducible and electronic copies of all Work Product. Electronic copies shall be provided in an unprotected format that allows the CITY to copy, reproduce, modify, and use the Work Product without restriction.

16 OWNERSHIP OF INTELLECTUAL PROPERTY:

The Work Product and all intellectual property rights therein shall be deemed "works made for hire" under the United States Copyright Act (17 U.S.C. § 101 et seq.), and the CITY shall be deemed the author and exclusive owner thereof, in perpetuity and worldwide.

To the extent any Work Product does not qualify as a work made for hire, CONTRACTOR hereby irrevocably assigns, transfers, and conveys to the CITY all right, title, and interest in and to such Work Product, including all copyrights, trademarks, patents, and other proprietary rights. CONTRACTOR consents to the use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.

CONTRACTOR agrees to execute any documents and take any actions reasonably requested by the CITY to confirm or perfect the CITY'S ownership of such rights.

CONTRACTOR waives any and all moral rights or similar rights under California Civil Code section 980 or any other applicable law to the extent permitted by law.

17 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

17.1 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.

17.2 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.

18 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

18.1 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.

19 SB 1383 COMPLIANCE

CONTRACTOR shall comply with all applicable requirements of California Senate Bill 1383 (SB 1383) and related regulations concerning the reduction of organic waste, diversion from landfills, and edible food recovery.

20 FINANCIAL INTEREST CERTIFICATION

20.1 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.

20.2 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.

21 CONFLICT OF INTEREST

21.1 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.

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

21.3 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.

21.4 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.

22 COMPLIANCE WITH LAW

22.1 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.

22.2 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.

23 HEALTH AND SAFETY PROVISIONS

A. CONTRACTOR and all subcontractors shall abide by all health and safety mandates issued by federal, state, county, City of Palmdale, and/or public health officers, and worksite-specific mandates. If multiple mandates exist, the CONTRACTOR and subcontractors shall abide by the most restrictive mandate.
B. Costs associated with adhering to health and safety mandates are the responsibility of the CONTRACTOR. CONTRACTOR is responsible for the tracking and compliance of health and safety mandates and may be audited upon request.

24 NOTIFICATION AND ACCESS REVOCATION

The CONTRACTOR shall notify the CITY in writing prior to or no later than twenty-four (24) hours after, the termination, expiration, suspension, reassignment, or removal of any Contractor Personnel with access to the Project or Owner Resources. For Contractor Personnel with Information Technology access, notification must be immediate, or the CITY may consider the CONTRACTOR to be in breach of contract. Notice shall include the individual’s name, role, effective date and time of termination or removal, and systems or resources accessed.

The CITY reserves the right, in its sole discretion, to immediately suspend or revoke access for any Contractor Personnel upon receipt of notice or upon CITY'S determination that such access is no longer required or appropriate.

25 FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) if such failure or delay is caused by an event or circumstance beyond the reasonable control of the affected Party (“Force Majeure Event”). Force Majeure Events include, but are not limited to, acts of God; flood; fire; earthquake; explosion; war; terrorism; civil disturbance; epidemic or pandemic; quarantine; governmental actions or orders; or other similar events beyond the control of the affected Party.
The affected Party shall provide written notice to the other Party within ten (10) calendar days of the occurrence of the Force Majeure Event, describing the nature,

expected duration, and anticipated impact on performance. The Party shall use all diligent efforts to mitigate the effects of the event and resume performance as soon as practicable.

When CONTRACTOR is the sole cause of the delay to the commissioning and substantial completion and delay is not caused by an event of Force Majeure or by the CITY'S failure to make payments in accordance with the Contract or to provide required information to CONTRACTOR when contemplated in the Contract, CITY shall be entitled to liquidated damages in the sum at the daily rate of $1,000.00, beginning at zero (0) days from written notice given by CITY up to a maximum liquidated damage aggregate of ten percent (10%) of the contract price of the equipment delayed.

26 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.

27 ENTIRE CONTRACT AND AMENDMENTS

27.1 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.

27.2 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.

27.3 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.

28 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

Lee Torres
Apr 2, 2026, 3:11 PM PDT

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

WILLDAN ENGINEERING:

Vanessa Munoz
Apr 2, 2026, 3:33 PM PDT

Vanessa Munoz
President/CEO

ADDRESS FOR NOTICE:
WILLDAN ENGINEERING
374 Poli Street, Suite 101
Ventura, CA 93001

APPROVE AS TO FORM:

Alexandra Severino
City Attorney

ATTEST:

Rochelle Scott
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	City of Palmdale
Name	Leonardo Torres
Title	



Signed on Apr 2, 2026 3:11 PM PDT

Secured by Concord™
DocumentID: 032sr8j2Wh5WjuB9Y4tZmG
SigningID: 032sr8irVkSYjOFGfd9Cnn
UTC Signing time: 2026-04-02 22:11:55 UTC
IP Address: 172.58.209.201
Email: ltorres@cityofpalmdaleca.gov

For	vmunoz@willdan.com
Name	Vanessa Munoz
Title	



Signed on Apr 2, 2026 3:33 PM PDT

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DocumentID: 032sr8j2Wh5WjuB9Y4tZmG
SigningID: 032sreokBgQjMdg8dO7le6
UTC Signing time: 2026-04-02 22:33:00 UTC
IP Address: 137.83.224.221
Email: vmunoz@willdan.com

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



DEPARTMENT OF PUBLIC WORKS
CAPITAL IMPROVEMENT PROGRAM

CITY OF PALMDALE

BIDDER'S ACKNOWLEDGMENT OF CWA REQUIREMENTS

ONLY APPLICABLE FOR PROJECTS OVER $250,000
DO NOT SUBMIT THIS FORM UNLESS BID EXCEEDS THE AMOUNT LISTED ABOVE.

THE BIDDER ACKNOWLEDGES THAT HE/SHE HAS READ THE COMMUNITY WORKFORCE AGREEMENT AND AGREES TO COMPLY WITH ALL THE PROVISIONS AND REQUIREMENTS. FAILURE OF THE AWARDED CONTRACTOR TO OBTAIN THE REQUIRED LETTERS OF ASSENT FOR ALL SUBCONTRACTORS MAY CONSTITUTE A FAILURE TO EXECUTE THE CONTRACT AND SHALL RESULT IN THE FORFEITURE OF THE SECURITY OF THE BIDDER.

As the contractor's representative, I understand and agree to comply with all provisions of the City of Palmdale's Community Workforce Agreement.

Signature: Chris Boca Title: Director of Construction Services Date: 1/15/2026

Signature: _____ Title: _____ Date: _____

BID FORMS
(REV FEB 2022)

PN #: 796

City Council Staff Report

DATE: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **2**

SUBJECT: **APPROVE AGREEMENT WITH GREENFIELD LANDSCAPING AND MAINTENANCE, INC., FOR TURF REMOVAL AND REPLACEMENT SERVICES AT MARIE KERR PARK FOR A TOTAL NOT TO EXCEED AMOUNT OF $154,880 FOR A TERM OF SIX MONTHS**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9790 with Greenfield Landscaping and Maintenance, Inc., for turf removal and replacement services at Marie Kerr Park south soccer field for a total not to exceed amount of $154,880, which includes a contract amount of $140,800, plus a 10% contingency amount of $14,080 for a term of six months; and,

2. Authorize the City Manager or his designee to execute Agreement No. A-9790 with Greenfield Landscaping and Maintenance, Inc., including minimal and/or non-substantial changes.

BACKGROUND

City Park Maintenance staff oversees more than 500 acres of developed parkland, including 16 ball fields and 27 multi-use fields that support year-round community programming.

To better align maintenance levels with the park system's high field use, staff developed a five-year rest and renovation program guided by the City's Sports Turf Assessment and the Parks and Recreation Master Plan. The program addresses turf renovation needs, coordinates field closures to reduce stakeholder impacts, and ensures adequate time for turf establishment.

As part of this program, the Marie Kerr Park south soccer field was selected for turf removal and replacement due to its condition and high demand for community activities. The field was last renovated in June 2024 using hydroseeding; however, contractor delays led to excessive weed growth and shortened the establishment window for warm-season turf. Subsequent winter redirected runoff into the co-located drainage basin, further affecting soil fertility and turfgrass density.

DISCUSSION

The City released Invitation for Bid (IFB) No. 26-002-3500 for Turf Removal and Replacement Services on January 20, 2026. The IFB was posted on PlanetBids, published in the Antelope Valley Press, and listed on the City's website. A total of 35 prospective bidders viewed the solicitation, and five (5) vendors submitted bids by the February 24, 2026, deadline.

Vendor	Location	Bid Amount
BSI Sports Turf, Inc.	Compton, CA	$114,171.29
Greenfield Landscaping & Maintenance	Hacienda Heights, CA	$140,800.00
Landscape Connection Group	Lancaster, CA	$149,700.00
SGD Enterprises	Van Nuys, CA	$180,000.00
Sandco Landscape Contractors	Victorville, CA	$498,650.00

In an Invitation for Bids (IFB), price is the primary evaluation factor, as the process is designed to secure the lowest cost for clearly defined goods or services. Because specifications are fully detailed in advance, the contract is awarded to the lowest responsible and responsive bidder who meets all requirements.

BSI Sports Turf, Inc. did not include the required cost for big roll sod installation in its proposal, rendering its bid nonresponsive. Greenfield Landscaping and Maintenance, Inc. was the lowest responsive and responsible bid among the qualified vendors.

Under this Agreement, Greenfield Landscaping and Maintenance, Inc., will remove and replace approximately 117,500 square feet of turf at Marie Kerr Park south soccer field. The renovation will remove existing weed seed banks, correct acidic soil pH and nutrient imbalances by incorporating sand and soil conditioners, and time installation to optimize hybrid Bermuda grass establishment. These improvements, implemented in accordance with best management practices, will address turf deterioration, enhance field safety and functionality, and improve overall turf health and durability.

Based on the condition of the field, the cost-effectiveness of turf replacement, staff recommend that the City Council approve the agreement with Greenfield Landscaping and Maintenance, Inc.

This project falls under the Community Workforce Agreement.

FISCAL IMPACT

$154,880; Sufficient funds are budgeted and available in Fiscal Year 2025-26 under Measure AV fund.

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, Deputy City Manager
Approved by:	Salvador Mendez, City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Agrmt No. A-9790 with Greenfield Landscaping and Maintenance, Inc.

AGREEMENT NO. A-9790
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND GREENFIELD LANDSCAPING AND MAINTENANCE, INC.

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 GREENFIELD LANDSCAPING AND MAINTENANCE, INC., 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 Public Works Director/designee, who shall oversee this Contract, the work performed by CONTRACTOR, assist CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel all contacts and requests through the City project manager.

2 DESCRIPTION OF WORK

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

Removal of existing turf within specified boundaries, utilizing a KORO Field Top Maker FTM 2000 or equivalent, set to a depth of 1", incorporate soil conditioners to a depth of 8", laser level the field, and installation of approximately 117,500 square feet of big roll sod at the following location per the Scope of Work:

A. Marie Kerr Park - South Soccer Field, 39700 30th St W, Palmdale, CA 93551

See Appendix A Marie Kerr Park Site Map for aerial images and approximate square footage of turfgrass removal and replacement.

Sand, soil conditioners, and big roll sod shall be provided by the CITY.

The CONTRACTOR must implement appropriate measures to protect park infrastructure, patrons, and staff. While the CITY will provide temporary chain link fencing around the perimeter of the field, the CONTRACTOR is responsible for

posting vehicular and pedestrian traffic control devices and maintaining a safe perimeter. All CONTRACTOR activities must be coordinated and conducted in a manner that effectively prioritizes public safety.

Scope of Work

1. The Park Superintendent or appointed designee shall coordinate on-site, pre-construction meetings and weekly progress meetings with CONTRACTOR and City staff. CONTRACTOR shall provide a project schedule and obtain written authorization to proceed before mobilizing. The CONTRACTOR shall submit weekly progress updates, adjusting workflow according to critical timelines as required to sustain efficient and consistent operation.

2. Tree Protection: When working in tree protection zones as identified in Appendix B – Tree Protection During Construction, CONTRACTOR shall ensure tree protection provisions specified therein are implemented as required and maintained throughout the duration of the work.

3. CONTRACTOR shall determine the amount of big roll sod required, including contingency for waste, and inform City staff of the required amount, target delivery quantities & dates.

4. City staff will purchase & supply big roll sod for the project, coordinating delivery according to the CONTRACTOR'S project schedule.

5. CONTRACTOR shall stage equipment in City-designated areas.

6. City staff shall locate, flag, and swing irrigation heads below the depth of turfgrass removal.

7. City staff shall locate and flag all drains, valves, and quick coupler boxes to be protected in place.

8. CONTRACTOR shall prevent damage to public and private property, including all improvements leading to & adjacent to work areas.

9. CONTRACTOR shall implement appropriate dust control measures in accordance with Antelope Valley Air Quality Management District (AVAQMD) Rule 403 – Fugitive Dust (Appendix C). Dust suppression methods may include, but are not limited to, periodic application of water via portable and permanent irrigation systems, use of water trucks, and scheduling work to minimize windborne dust. CONTRACTOR shall ensure compliance with all local and state air quality standards throughout the duration of work.

10. CONTRACTOR shall have City staff observe and approve cut depth prior to

proceeding with turfgrass removal.

11. CONTRACTOR shall provide all labor and equipment to remove approximately 117,500 square feet of existing field surface, within the specified boundary, utilizing a KORO Field Top Maker FTM 2000 or equivalent, set to a depth of 1".

12. CONTRACTOR shall provide all labor and equipment to efficiently and cost-effectively load approximately 420 cubic yards of spoils as required to sustain continuous fraise mowing and immediately haul spoils to the landfill. The CONTRACTOR will not be responsible for dump fees.

13. CONTRACTOR shall provide all labor and equipment to efficiently load and cost-effectively haul and evenly spread approximately 220 cubic yards of City-provided sand, from the Best of the West complex staging area onto the south soccer field.

14. City staff shall broadcast soil conditioners prior to incorporation.

15. CONTRACTOR shall utilize Option 1 (Reverse Rotation Tilling) and/or Option 2 (Laser Leveling).
a. Option 1 - Reverse Rotation Tilling: CONTRACTOR shall utilize a reverse-rotation soil processor, such as a Blecavator BMV 210 or approved equivalent, to uniformly incorporate soil amendments to a depth of 8 inches. Following cultivation, CONTRACTOR shall use a smooth, weighted turf roller to perform light surface consolidation in preparation for final grading. Compaction shall be limited to the minimum required to achieve a firm, level surface suitable for laser leveling.

b. Option 2 - Laser Leveling: The CONTRACTOR shall survey the field for existing elevations at the start of the project, determine final grading percentages, scarify soil profile, spread additional City-provided sand as required, and laser level the soil surface to pre-determined grade percentages. Laser leveling shall match slope to existing contours, allowing for surface drainage to existing flow lines and surface drains, according to initial field survey +/-1/4”. If additional sand is required, CONTRACTOR shall inform City staff of the amount, target delivery quantities & dates with a 1-week lead time. Final grading shall be inspected and approved by City staff.

16. City staff shall swing irrigation heads back in place, ensuring proper height, alignment, distribution uniformity & head-to-head coverage.

17. CONTRACTOR shall be on-site during sod delivery and coordinate the placement of big rolls with the sod delivery person according to the pre-determined layout per City staff.

18. CONTRACTOR shall install big roll sod immediately after delivery. Whole sod

rolls shall be installed as directed by the Parks Superintendent or appointed designee, according to the irrigation station layout. CONTRACTOR shall deep soak freshly installed sod by hand as required, according to sod grower recommendations, and industry best management practices, using hoses, quick couplers, and portable sprinklers to prevent desiccation of City-provided sod.

19. CONTRACTOR shall stagger big roll sod ensuring all joints are tight by providing adequate labor to safely operate installer, limit disruption to laser leveling, groom soil as required, rake and pull sod into tight alignment, neatly trimming sod around interfacing improvements providing for minimal waste.

20. CONTRACTOR shall coordinate irrigation cycles with City staff and is responsible for maintaining optimum soil moisture until City implements automatic irrigation cycles.

21. CONTRACTOR shall coordinate punch list walk with Park Superintendent or appointed designee to occur no later than 24 hours after completion of sod installation and immediately correct punch listed items within 48 hours of written notification from City.

22. Immediately following approval of punch listed items, the CONTRACTOR shall ensure irrigation system and drains are flagged and roll newly installed sod with a minimum 5700 lbs., 47-inch wide, smooth drum, ride on roller to press out air pockets, leaving new sod smooth & level.

23. City staff shall implement sod establishment automatic irrigation program immediately after rolling.

24. Any private or public improvements damaged by CONTRACTOR while conducting scheduled work shall be replaced in kind at the CONTRACTOR’S expense within 5 working days from the date of damage, unless otherwise authorized by City staff.

25. Prior to demobilization, the CONTRACTOR shall be responsible for the cleanup and restoration of all walkways, trails, parking lots, and all other public or private property impacted by CONTRACTOR’S operations.

26. The City reserves the right to increase or decrease contract scope of services as determined to be in the City’s best interest.

27. Stop Work Clause: The Parks Superintendent or appointed designee reserves the right to issue an immediate Stop Work Order if the CONTRACTOR’S performance is deemed unsafe, damaging to any aspect of the project, or deviates from the approved Scope of Work. Upon issuance of a Stop Work Order, the CONTRACTOR

shall immediately cease all activities until the issue is addressed to the satisfaction of the City. Failure to comply shall result in corrective action at the CONTRACTOR'S expense, contract termination, and/or other remedies as permitted under the contract and applicable local and California Public Contract Code. The CONTRACTOR shall not be entitled to any claims for delay, disruption, or additional compensation due to a Stop Work Order or non-compliance with contract requirements.

28. Liquidated Damages: The City requires full completion of all the tasks outlined in the scope of work. It shall be agreed by the parties to the agreement that time is of the essence, and in the event of a delay in starting the work, or delivery of the equipment, goods, services & personnel required for project implementation to the City's satisfaction, damage will be sustained by the City and that it is or will be impractical to determine the actual amount of the damage caused by reason of non-compliance with scope of work, or delays resulting from CONTRACTORS performance. It is therefore agreed that the successful CONTRACTOR will pay the City the sum of two thousand five hundred dollars ($2500) for each working day delay in completing the work as specified and in accordance with the project schedule approved by the CITY.

These damages shall be deducted from any monies due, or which may thereafter become due, to the CONTRACTOR under the Agreement or may be recovered by the City through any lawful means. The successful CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful CONTRACTOR shall notify the City's representative in writing of the causes of delay within one (1) business day from the beginning of any such delay. The successful CONTRACTOR shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

29. Force Majeure: The time period(s) specified for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not limited to, acts of God or of a public enemy, unusually severe weather (to be corroborated by City staff), fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the CONTRACTOR will within ten (10) days of the commencement of such delay notify the City in writing of the causes of the delay.

The City will ascertain the facts and the extent of the delay and may extend the time for performing the services for the period of the enforced delay when and if, per the judgment of the Parks Superintendent or appointed designee, the delay is justified. The Parks Superintendent or appointed designee's decision shall be final and

conclusive upon the parties to this agreement. In no event shall CONTRACTOR be entitled to recover damages against the City for any delay in the performance of this agreement, however caused; with CONTRACTOR'S sole remedy being extension of the agreement/project schedule pursuant to this section.

CITY reserves the right to reject any such other material or equipment offered which is not approved by the Project Manager, as being, in all respects, equal to the named material or equipment for which it is to be used. Unless there is a specific statement to the contrary, the bidder understands that requests for such approval of any alternative material or equipment as required in the Approved Equal Evaluation Criteria, described above, shall be submitted on or before the deadline for submitted written questions/clarifications. CITY shall be the sole judge of the acceptability of items offered as equal to that specified and may reject any item not considered as equal. The bidder may be required to provide a non-returnable sample if requested by the CITY.

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 90 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.

2.7 At all times during the term Contract, CONTRACTOR shall possess and maintain all required Federal, State, and local licenses and permits. CONTRACTOR shall possess a valid and current C-27 Landscaping Contractor's License with the Contractor's State License Board (CSLB) and City of Palmdale Business License to perform the required work.

CONTRACTOR's CSLB license number is 979377 / 1129106. CONTRACTOR's DIR registration number is 1000447635 / 2000009266. CONTRACTOR's Business License number is _____. CONTRACTOR hereby certifies that it holds the required license(s).

2.8 This Contract calls for work to be performed constituting public works. All labor is to be paid at prevailing wage rates. CONTRACTOR to determine proper wage classification. CONTRACTOR and all subcontractors must be registered with the State of California Department of Industrial Relations (DIR) as a public works contractor for the duration of the agreement and is responsible for any and all registration and/or renewal fees. CITY may request certified payroll records for any work performed under the term of the agreement. CONTRACTOR acknowledges and understands it must comply with the prevailing wage requirements as set for in Exhibit A.

2.9 CONTRACTOR shall comply with the requirements of Section 1776 of the Labor Code, of the State of California. Failure of the CONTRACTOR to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for unpaid wages and penalties as authorized by the Labor Code. CONTRACTOR shall submit certified payroll records (CPRs) to the Labor Commissioner using DIR's electronic certified payroll reporting system if project exceeds $25,000 for new construction, alteration, installation, demolition, or repair or $15,000 for maintenance. If project is applicable, CITY shall verify CONTRACTOR's eCPRs are submitted before processing invoices for payment.

2.10 Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the Contract price. Such bonds are required by the CITY before work is to be performed on the specified project. If bonds are required, CONTRACTOR shall submit all bonds electronically through Surety2000.

2.11 Pursuant to the bid documents for this Project, the CONTRACTOR is required to provide a written guaranty of CONTRACTOR's work. In furtherance thereof, CONTRACTOR shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

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:

Not Applicable

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 Six (6) Months, commencing on the effective date, with CITY reserving the option to extend the agreement for 0 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 Fifty-Four Thousand Eight Hundred Eighty dollars ($154880.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

As set forth in Exhibit "C" Fee Schedule attached hereto and made part herein by reference.

Fixed Pricing
Pricing shall be firm fixed price for stated term and shall include all costs in accordance with all contract requirements, including but not limited to fully burdened labor, payroll and other taxes, fringes, licenses and permits, insurance, workforce productivity, coordination, transportation, field overhead, general, and administrative overhead, and profit. CONTRACTOR shall submit all costs to the CITY.

Payment shall be based on actual quantities and there is no guarantee that the CITY shall require any certain quantity.

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

- $2,000,000.00 limit on a per occurrence basis
- $4,000,000.00 general aggregate limit

10.1.3 Commercial Automobile Liability

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

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.

10.9 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.

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
City Manager

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
39110 3rd Street East, Suite C
Palmdale, CA 93550

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra Severino
City Attorney

ATTEST:

SIGNATURE AREA

Rochelle Scott
City Clerk

GREENFIELD LANDSCAPING AND MAINTENANCE, INC.:

SIGNATURE AREA

Michael Kalta
CEO/President

ADDRESS FOR NOTICE:
GREENFIELD LANDSCAPING AND MAINTENANCE, INC.
3129 S Hacienda Blvd #384
Hacienda Heights, CA 91745

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

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

EXHIBIT A

Prevailing Wage Requirements

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

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

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

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

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

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

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

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

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

9. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, and all amendments thereto, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Palmdale prior to performing any work on the contract:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

_____
Contractor

By _____
Print Name

_____
Signature

_____
Title

_____
Date

Section 3700 of the State Labor Code reads as follows:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

EXHIBIT C
FEE SCHEDULE

Item	Description	Unit of Measure		Price
A.	**MARIE KERR PARK SOUTH SOCCER FIELD (approximately 117,500 square feet)**			
1	Mobilization	Lump Sum	$	13,835.00
2	Turf removal with KORO Field Top Maker FTM 2000 or equivalent	Lump Sum	$	21,888.00
3	Loading and hauling of spoils	Lump Sum	$	20,050.00
4	Loading and importing of sand	Lump Sum	$	18,892.00
5	Reverse rotation tilling to 8” depth (Option 1)	Lump Sum	$	3,953.00
6	Laser leveling (Option 2)	Lump Sum	$	5,100.00
7	Big roll sod installation	Lump Sum	$	47,857.00
8	Sod cutter for smaller areas	Lump Sum	$	9,225.00
		Project Total:	**$**	**140,800.00**

B.	**LABOR RATES**			
1	Apprentice Journeyman	Hourly Rate	$	58.50
2	Journeyman	Hourly Rate	$	75.50
3	Supervisor	Hourly Rate	$	78.85

GUARANTY

In accordance with the terms of the Contract between City of Palmdale, ("City") and the undersigned, under which contract the undersigned shall complete work as described in the Contract documents, the following guarantee of said work is hereby made.

Should any of the items installed pursuant to said Contract, prove defective or should the item as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the said item or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one (1) year after date on which the work is accepted by the City, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within thirty (30) days after the receipt of demand from the City. In the event repairs are not made within thirty (30) days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other Contractor. The undersigned agrees to reimburse the City, upon demand, of its expenses incurred in restoring said items to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the City, to replace any such equipment and repair said items completely without cost to the City so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the City; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the City, upon demand, expenses incurred.

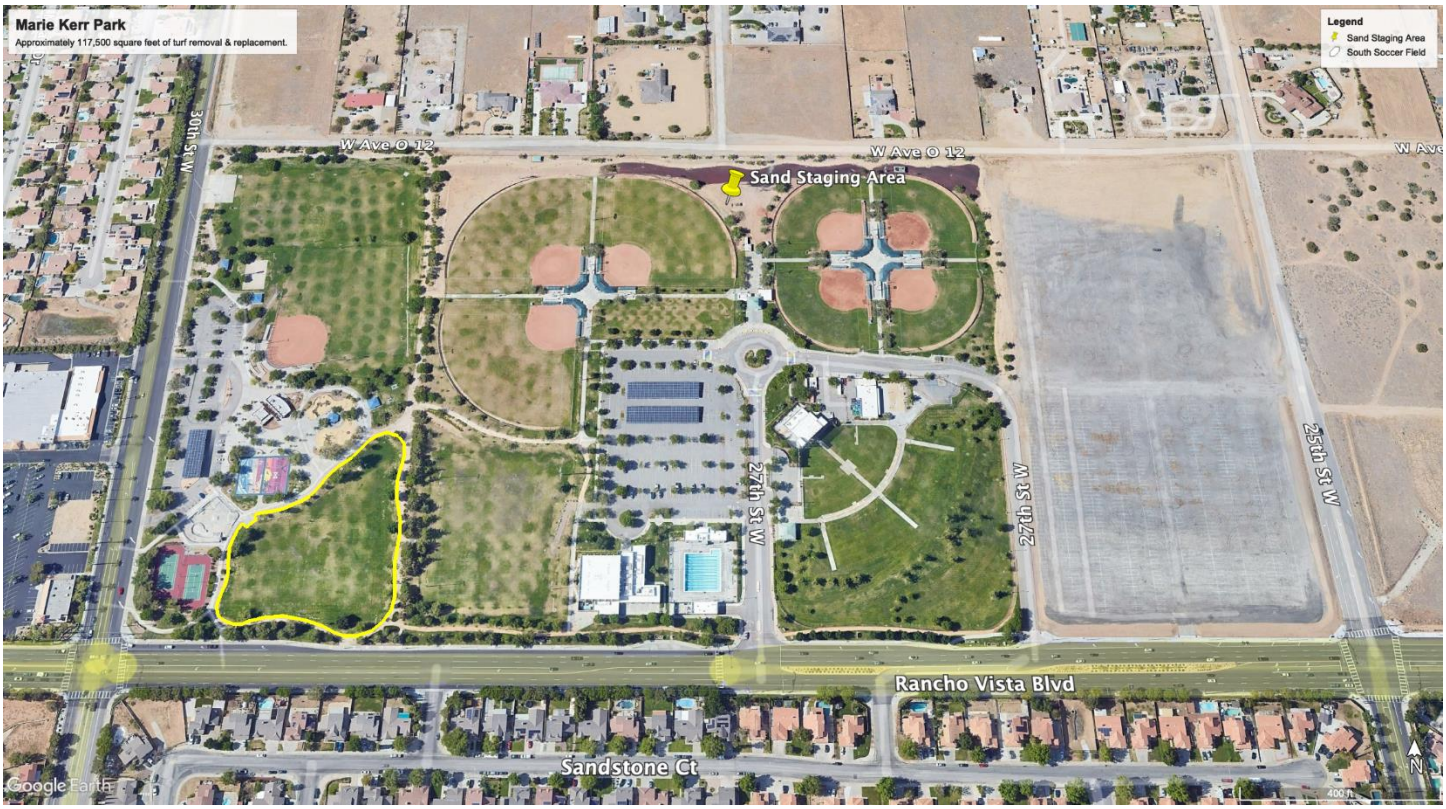
Said items will be deemed defective within the meaning of this Guaranty in the event that they fail to operate as originally intended thereof and in accordance with the plans and specifications included in said contract. The Faithful Performance Bond for this project shall remain in full force and effect for the entire guarantee period as required in the specifications and contract documents.

_____

Signature Date

APPENDIX A
SITE MAP

Marie Kerr Park – South Soccer Field



City Council Staff Report

DATE: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **2**

SUBJECT: **APPROVE CHANGE ORDER NO. 3 & 4 IN THE AMOUNT OF $29,860 FOR PN 887, MARIE KERR PARK BEST OF THE WEST SOFTBALL COMPLEX CONCESSION STAND PROJECT**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Change Order No. 3 & 4 to Agreement No. A-9273 with Deark E&C to increase the contract amount by $29,860 for a total contract amount not to exceed $590,854 for PN 887, Marie Kerr Park Best of the West Softball Complex Concession Stand Project;

BACKGROUND

Project No. 887 involved the construction of a new concession stand for snack and beverage sales. The scope of work included site preparation, ADA-compliant improvements, landscaping, and all required utility connections. The City purchased the ROMTEC concession stand building, and the contractor was responsible for its construction in accordance with ROMTEC plans and specifications, as well as the associated ADA upgrades. Additionally, the contractor installed fencing and a single gate for the outdoor BBQ area at Parks and Recreation's request.

DISCUSSION

On July 1, 2025, the City Council approved the construction agreement with Deark E&C, Inc. for PN 887, Marie Kerr Park Best of the West Softball Complex Concession Stand Project (Project), for a not to exceed amount of $560,995, which includes a 10% contingency for a term of 45 working days. The Project began on August 4, 2025, and due to the Contract Change Orders listed below, the project was completed on February 26, 2026, for a total of 85 working days.

Contract Change Order No. 3 was issued to the contractor in response to the Los Angeles County Health Department's requirement for a minimum 20-gallon commercial hot water heater, replacing the instantaneous water heater originally specified in the contract. Compliance with this requirement necessitated an electrical panel upgrade to meet the increased electrical demand. The total cost associated with this change order is $56,166.

Contract Change Order No. 4 was issued following additional requirements from the Los Angeles County Health Department, which mandated stainless steel cove base, fiberglass-reinforced plastic wall panels, and drywall wrapping of exposed ceiling wood beams. The originally approved drawings from the County allowed for tile base coving, masonry walls, and exposed wood rafters. Due to these last-minute changes in required materials and finishes, the contract amount increased by an additional $24,693.

Both contract change orders were necessary to obtain the Los Angeles County Health Department's final inspection approval and operational clearance. The total change order amount exceeds the authorized 10% contingency by 4.8%. Therefore, staff is requesting an additional $29,860 for the additional work performed.

FISCAL IMPACT

$29,860; Funds are budgeted and available in FY 2026-27 for Change Order No. 3 & 4.

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, Deputy City Manager
Approved by:	Salvador Mendez, City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Project Photos
Contract Change Order Table
Change Order No. 3 & 4

PUBLIC WORKS

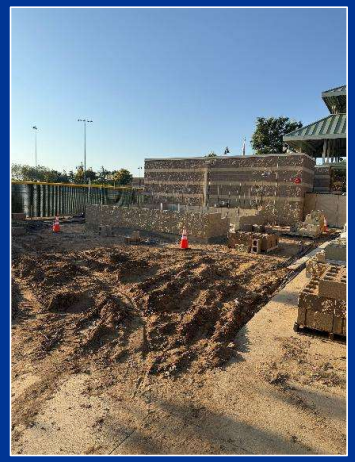
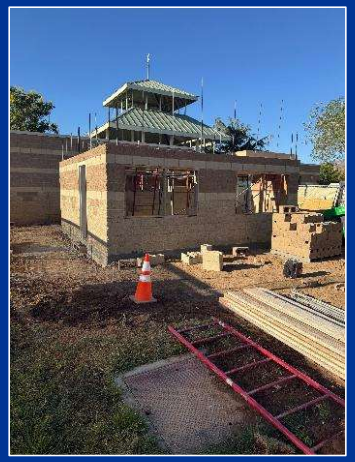


Marie Kerr Park Concession Stand

at Best of the West Softball Complex

Concession stand construction progress

Before During




Interior amenities







Completed project





CHANGE ORDER SUMMARY					
Contract Change Order No.	**Description**	**Time Extension**	**Change Order Amount**	**Council Authorized Contingency**	**Total Revised Amount**
	Council Approved 10% Contingency			$51,000	
1	Unforeseen Site Conditions	10 days	$0.00		
2	Water Leak, Anti-Graffiti coating masonry wall	5 days	$0.00		
3	LA County Health Dept. Electrical &	15 days	56,166.57	**($5,166)**	
4	LA County Health Dept. Base Cove, Fire Protection and FRP	10 days	24,692.75	**($24,693)**	$590,854
TOTAL		40 days		**($29,859)**	$590,854

CITY OF PALMDALE
PUBLIC WORKS - CIP DIVISION
CHANGE ORDER

SHEET	1	OF	1

PROJECT NO.	PN 887	**AGREEMENT NO.**	A-9273	**CHANGE ORDER NO.**	3
PROJECT NAME	Marie Kerr Park Best of the West Concession Stand Project				
PROJECT DESCRIPTION	Construct a concession stand at the Best of the West Softball Fields				
CONTRACTOR	Deark E&C, Inc.				

DESCRIPTION OF CHANGE

Electrical work including new Transformer by Sub-Contractor, JCOS Development; and revised plans with electrical permit fees. Installation of chainlink fence for BBQ area with one gate as requested by Parks & Rec. The additional costs are to be paid with bid item #32. City will grant 10 additional working days for the added repairs, and for a total of $3,586.13 remaining of the $15,000 bid item amount, which will add the remaining $1,993.09 of the $5,579.22 of the chainlink fence cost.

ITEM NO.	ITEM DESCRIPTION	BASIS OF PAY*	QUANTITY [NEG QUANTITIES IN PARENTHESIS]	UNIT PRICE	TOTAL [NEG AMOUNTS IN PARENTHESIS]	ADDTL WRKG DAYS
28	Additional Electrical Work & Services	NEG	1	$54,173.48	$54,173.48	12
34	Additional installation of chainlink fence	NEG	1	$1,993.09	$1,993.09	3
32	Additional installation of chainlink fence	CON	1	$0.00	$0.00	0
0	0	0	0	$0.00	$0.00	0
0	0	0	0	$0.00	$0.00	0
*CONtract, NEGotiated, Time & Material, OR STIPulated				TOTAL	**$56,166.57**	**15**

THE AFOREMENTIONED CHANGE AND WORK AFFECTED THEREBY ARE SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS. THE RIGHTS OF THE OWNER ARE NOT PREJUDICED. THIS CHANGE ORDER REFLECTS AN ACCORD AND SATISFACTION WITH RESPECT TO ALL OF CONTRACTOR'S CLAIMS AGAINST THE OWNER WHICH ARISE OUT OF, OR ARE RELATED TO, THE AFOREMENTIONED CHANGES INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR EXTRA WORK, TIME, DELAY, IMPACT ANO EXTENDED HOME AND FIELD OFFICE OVERHEAD, AND ANY CLAIM FOR DEDUCTION OF WORK, INCLUDING LOST PROFITS, AND ALL OTHER CLAIMS OF CONTRACTOR ARE HEREBY SATISFIED AND ARE WAIVED AND RELEASED BY THE CONTRACTOR. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

	SIGNATURE	PRINT NAME & TITLE	DATE
SUBMITTED BY:	Rebecca Brown	Rebecca Brown, Project Manager	12/18/2025
CONTRACTOR AUTHORIZED REPRESENTATIVE:	Peter Jeong	Peter Jeong, Deark E&C, Inc.	12/19/25
AGENCY AUTHORIZED REPRESENTATIVE:		Lee Torres, P.E., Director of Public Works	1/12/26
ATTESTED BY:	Roxanne Faber	Roxanne Faber, City Clerk	1/14/2026

DEARK E&C, INC
1335 W. Valencia Dr. Ste P
Fullerton, CA 92833

CHANGE ORDER PROPOSAL

Project Name: West Concession Stand Project
Project No.: 887
Change Request No.: 005
Reference: Additional Electric work

Dear : Public work of Palmdale
We submit for your approval the following cost estimate of changes in work for Additional Work as follows:

	Item : Additional Electric work and Permit Service		Total
1	**Electric work including new Transformer by Sub-Contractor, Jcos Development** **See Attached proposal**		$ 38,790.00
2	**Drawing and Permit service** **See Attached proposal**		$ 4,700.00
3	**Sub Total**		**$ 43,490.00**
3	**General contractor Markup:**	**5%**	**$ 2,174.50**
		Sub-Total	**$ 45,664.50**
	Additional Bond (Performance and Payment-1%)		$456.65
	Liability Insurance		$1,014.67
	General Cost		
	Total Amount of Change Order Request number:		**$ 47,135.81**

[X] We have proceeded with this change on a cost-plus basis as directed by: _____ on: _____

[ ] We have proceeded with this change, and subcontract changes have been sent to the subcontractors, per the instructions of: _____ on: _____

[ ] We will not proceed with this change until receipt of a signed copy of this proposal. This proposal must be accepted by: _____ in order to avoid additional time extension and/or expenses.

[ ] Contract Time not changed [ ] Increased/Decreased 7 days

[ ] In Scope [x] Out of Scope

This change will be funded from:
[ ] Project Contingency [ ] Add to Contract

Approved:

_____	Deark / Peter Jeong
Owner	Contractor
_____	11/21/2025
Date	Date

Project Proposal

JCOS DEVELOPMENT, INC.
8201 Orangethorpe Ave., STE D.
Buena Park, CA 90621
(714) 251.3023
CA License 1031043

Owner:	Deark E&C Inc. 1830 W. 147th St. Gardena CA 90249	**Job Site:**	Palmdale Marie Kerr Park 2723 Rancho Vista Blvd Palmdale, CA 93551
CC:	Peter Jung	**Proposal #**	2025-DEARK E&C-0015
Project:	**Palmdale Marie Kerr Park (Main Work Only)**		

SCOPE OF WORK

1. Electrical Work	
1) Provide and install conduit, wire, and transformer at the DBS - Provide all labor and materials to furnish and install conduit, conductors, and a transformer serving the Distribution Board (DBS). - Installation shall include all terminations, supports, fittings, and testing for a complete and operational system **2) Provide and install conduit and wire from transformer to Panel LS** - Provide and install conduit and conductors from the transformer to Panel LS, including routing, supports, terminations, labeling, and testing to ensure a fully functional feeder connection	

Exclusion

- any related removed hazardous material
- any related framing, drywall, & paint work
- any related HVAC work
- any related fire sprinker & alarm work
- any related low voltage work
- any related site work
- any related plumbing work

[Note]

1. Normal working hours applied!
2. Prevailing Wage Proejct
3. Bid does not include any non refundable deposits, fees, plan check, permit fees, & deputy inspection fee.
4. not included removding hazardous material, any fire sprinkler and fire alarm work

JCOS's total price to perform this work – complete in accordance with above specifications, in the amount of: **$38,790.00**

THIRTY EIGHT THOUSAND SEVEN HUNDRED NINETY Dollars & 00/100 Cents

Signature	Name	Date
Jake Lee	Jake J Lee	11/18/2025

BYKU CONSTRUCTION, INC.
1821 W. Commonwealth Ave. #D
Fullerton, CA 92833

PROPOSAL

TEL: 213-949-0272
E-MAIL: THWANG26@GMAIL.COM
LICENSE NO: 1111840

To: Deark E&C, Inc
ATTN: Peter Jeong

Address: 1335 W. Valencia Dr. Ste P
Fullerton, CA 92833

Date: 8/27/2025
Project: Marie Kerr Park, Palmdale

JOB DESCRIPTION

SCOPE OF WORK

1. **ELECTRIC PERMIT SERVICE**

PROPOSAL COST: $4,700

We propose to furnish labor and materials in complete accordance with the above specification.

This quotation is good for labor and material thirty days from date quoted.

ACCEOTANCE PROPOSAL: The above prices and specification are satisfactory and are hereby accepted:

DEARK E&C, INC
1335 W. Valencia Dr. Ste P
Fullerton, CA 92833

CHANGE ORDER PROPOSAL

Project Name: West Concession Stand Project
Project No.: 887
Change Request No.: 006
Reference: Additional Chainlink Fence

Dear : Public work of Palmdale
We submit for your approval the following cost estimate of changes in work for Additional Work as follows:

Item : Additional installation of chainlink fence						Total
1 Installation Chainlink fence for BBQ area with One gate						
Description	**MP.**	**Total Hrs**	**Unit Cost**	**Labor Cost**		
Laborer	2	20	$ 94.88	$ 3,795.20		
	Unit	**Quantity**	**Unit Cost**	**Mtl Cost**		
Material (Fence and Gate)	Ls	1	$ 739.85	$ 739.85		
					Sub Total	$ 4,535.05
2 Markup:						
Labor					20%	$ 759.04
Material					15%	$ 110.98
					Sub-Total	**$ 5,405.07**
Additional Bond (Performance and Payment-1%)						$54.05
Liability Insurance						$120.10
General Cost						
Total Amount of Change Order Request number:						**$ 5,579.22**

[X] We have proceeded with this change on a cost-plus basis as directed by: _____ on: _____

[ ] We have proceeded with this change, and subcontract changes have been sent to the subcontractors, per the instructions of: _____ on: _____

[ ] We will not proceed with this change until receipt of a signed copy of this proposal. This proposal must be accepted by: _____ in order to avoid additional time extension and/or expenses.

[ ] Contract Time not changed [ ] Increased/Decreased 3 days

[ ] In Scope [x] Out of Scope

This change will be funded from:
[ ] Project Contingency [ ] Add to Contract

Approved:

_____	Deark / Peter Jeong
Owner	Contractor
_____	11/21/2025
Date	Date

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CART (38)

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Remove All Items

Pickup and Delivery Options

Choose an option to change all items in your cart (if available)

Pickup

All items available

Delivery

All items available

Pickup

Anaheim (10 items)



Everbilt

Chain Link Fence 1-3/8 in. Diameter x 10 ft. Long 17-Gauge Thick Galvanized Steel Top Rail Post

Color Family: **Silver**

$98.04

($24.51/item)

4

Feedback

Click here to chat!



Everbilt

6 ft. x 50 ft. 11.5- Gauge Galvanized Steel Chain Link Fence Fabric

Product Width (in.): **600 in**

Product Height (in.): **72 in**

Color Family: **Silver**

$147.00

Get Bulk Pricing of $132.30 on this item when you purchase at least 10 units.

1

Everbilt

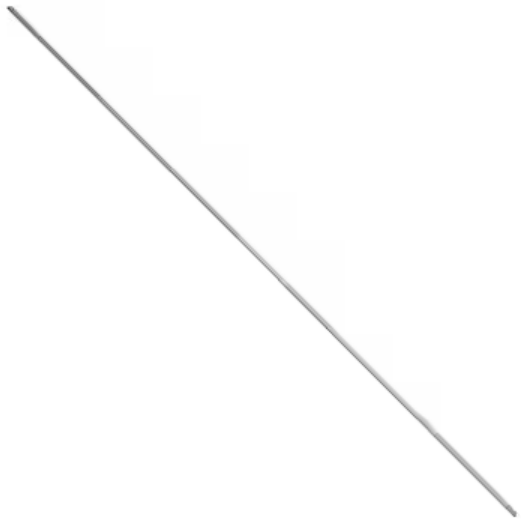
6-1/2 in. Long 11-Gauge Aluminum Fence Ties (30-Pack)

Model #328554EB

$10.90



1



Everbilt

Chain Link Fence 70 in. Galvanized Steel Tension Bar

Model #328510DPTEB

$41.94

($13.98/item)

3



Everbilt

2-3/8 in. Dia x 8 ft. 16-Gauge Galvanized Steel Chain Link Fence Corner Post

Product Width (in.): **2.38 in**

Product Height (in.): **96 in**

Color Family: **Silver**

$209.82

($34.97/item)

6



Everbilt

Chain Link Fence 2-3/8 in. Galvanized Steel Tension Band

Color Family: **Silver**

$33.12

($3.68/item)

9



Everbilt

1-5/8 in. Aluminum Chain Link Fence Eye Top for Line Post

Color/Finish: **Aluminum**

Fits Nominal Post Size: **1.625x1.625**

$26.88

($4.48/item)

6



Everbilt

5/16 in. x 1-1/4 in. Galvanized Steel Carriage Bolt (20-Pack)

Color Family: **Silver**

$13.34

1



Everbilt

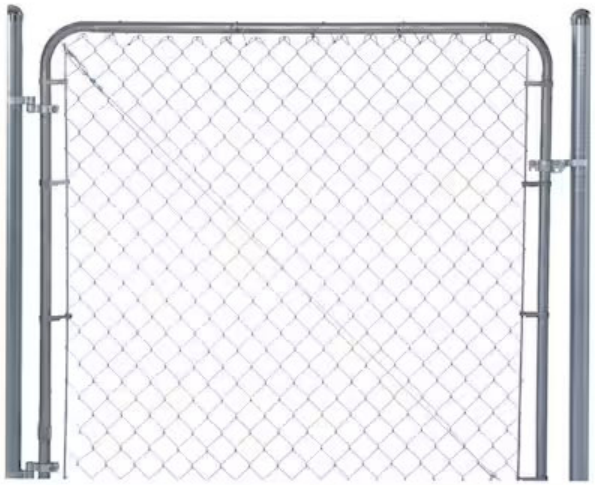
1-3/8 in. Chain Link Fence Aluminum Rail End

Color Family: **Silver**

$6.60

($1.10/item)

6



Everbilt

Expandable Chain Link 6 ft. W x 4 ft. H Galvanized Steel Fence Gate Kit

Nominal Gate Width (ft.) x Nominal Gate Height (ft.): **6 ft. x 4 ft.**

Color Family: **Metallic**

$99.00

1

Loading Recommendations

Loading Recommendations

Your Order

Subtotal	**$686.64**
Pickup	FREE
Estimated Sales Tax*	$53.21
Total	**$739.85**

Have a Promo Code?

Checkout

Check Out Quickly With

PayPal

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Feedback



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Item Total

Savings

New Total

DEARK E&C, INC
1335 W. Valencia Dr. Ste P
Fullerton, CA 92833

CHANGE ORDER PROPOSAL

Project Name: West Concession Stand Project
Project No.: 887
Change Request No.: 007
Reference: Additional Electric work for Existing restroom

Dear : Public work of Palmdale
We submit for your approval the following cost estimate of changes in work for Additional Work as follows:

Item : Additional Electric work for waterheater at Existing Restroom						Total
1	**Installation electric conduit and wiring for new power line from electric room to existing restroom**					
	Description	**MP.**	**Total Hrs**	**Unit Cost**	**Labor Cost**	
	Electrician	2	16	$ 132.63	$ 4,244.16	
		Unit	**Quantity**	**Unit Cost**	**Mtl Cost**	
	Material (Conduit & Wire)	Ls	1	$1,500.00	$ 1,500.00	
					Sub Total	$ 5,744.16
2	**Markup:**					
	Labor				20%	$ 848.83
	Material				15%	$ 225.00
					Sub-Total	**$ 6,817.99**
	Additional Bond (Performance and Payment-1%)					$68.18
	Liability Insurance					$151.50
	General Cost					
	Total Amount of Change Order Request number:					**$ 7,037.67**

[X] We have proceeded with this change on a cost-plus basis as directed by: _____ on: _____

[ ] We have proceeded with this change, and subcontract changes have been sent to the subcontractors, per the instructions of: _____ on: _____

[ ] We will not proceed with this change until receipt of a signed copy of this proposal. This proposal must be accepted by: _____ in order to avoid additional time extension and/or expenses.

[ ] Contract Time not changed [ ] Increased/Decreased 3 days

[ ] In Scope [x] Out of Scope

This change will be funded from:
[ ] Project Contingency [ ] Add to Contract

Approved:

_____	Deark / Peter Jeong
Owner	Contractor
_____	12/8/2025
Date	Date

CITY OF PALMDALE
PUBLIC WORKS - CIP DIVISION
CHANGE ORDER

				SHEET	1	OF	1
PROJECT NO.	PN 887	AGREEMENT NO.	A-9273	CHANGE ORDER NO.	4		
PROJECT NAME	Marie Kerr Park Best of the West Concession Stand Project						
PROJECT DESCRIPTION	Construct a concession stand at the Best of the West Softball Fields						
CONTRACTOR	Deark E&C, Inc.						

DESCRIPTION OF CHANGE

Additional work for Corrections per LA County Health Department. The additional costs are to be paid with added bid items #35, 36, 37, and 38. Remove tile and Install new stainless steal cove base, wrap wood beam with drywall and paint, install FRP panel on CMU wall, replace sink faucet, and install shelf for the mop sink.

ITEM NO.	ITEM DESCRIPTION	BASIS OF PAY*	QUANTITY [NEG QUANTITIES IN PARENTHESIS]	UNIT PRICE	TOTAL [NEG AMOUNTS IN PARENTHESIS]	ADDTL WRKG DAYS
35	Remove tile & install ss cove base	NEG	1	$19,052.35	$19,052.35	3
36	Wrap wood beam with drywall & paint	NEG	1	$4,249.92	$4,249.92	2
37	Install FRP panel on CMU wall	NEG	1	$1,390.48	$1,390.48	1
38	Replace faucet & install shelf at mop sin	NEG	1	$0.00	$0.00	0
0	0	0	0	$0.00	$0.00	0
*CONtract, NEGotiated, Time & Material, OR STIPulated				TOTAL	$24,692.75	6

THE AFOREMENTIONED CHANGE AND WORK AFFECTED THEREBY ARE SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS. THE RIGHTS OF THE OWNER ARE NOT PREJUDICED. THIS CHANGE ORDER REFLECTS AN ACCORD AND SATISFACTION WITH RESPECT TO ALL OF CONTRACTOR'S CLAIMS AGAINST THE OWNER WHICH ARISE OUT OF, OR ARE RELATED TO, THE AFOREMENTIONED CHANGES INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR EXTRA WORK, TIME, DELAY, IMPACT ANO EXTENDED HOME AND FIELD OFFICE OVERHEAD, AND ANY CLAIM FOR DEDUCTION OF WORK, INCLUDING LOST PROFITS, AND ALL OTHER CLAIMS OF CONTRACTOR ARE HEREBY SATISFIED AND ARE WAIVED AND RELEASED BY THE CONTRACTOR. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

	SIGNATURE	PRINT NAME & TITLE	DATE
SUBMITTED BY:	Rebecca Brown	Rebecca Brown, Project Manager	2/9/2026
CONTRACTOR AUTHORIZED REPRESENTATIVE:	Peter Jeong	Peter Jeong, Deark E&C, Inc.	2/10/2026
AGENCY AUTHORIZED REPRESENTATIVE:		Lee Torres, P.E., Director of Public Works	2/10/26
ATTESTED BY:	Roxanne Scott	Roxanne Faber, City Clerk	2/12/26

CITY OF PALMDALE
PUBLIC WORKS - CIP DIVISION
CHANGE IN WORK REQUEST

SHEET	1	OF	1

PROJECT NO.	PN 887	**AGREEMENT NO.**	A-9273	**REQUEST #**	4
PROJECT NAME	Marie Kerr Park Best of the West Concession Stand Project				
PROJECT DESCRIPTIOI	Construct a concession stand at the Best of the West Softball Fields				
CONTRACTOR	Deark E&C, Inc.				
FUNDING SOURCE	P0117101 and P0117157			**DELEGATED LIMIT**	

COST		TIME	
ESTIMATED CHANGE ORDER AMOUNT	$24,692.75	**ORIGINAL CONTRACT DURATION (A)**	45
AMOUNT PREVIOUSLY REQUESTED	$56,166.57	**WRKG DAYS PREVIOUSLY GRANTED**	15
ORIGINAL CONTRACT AMOUNT	$509,995.00	**WORKING DAYS USED TO DATE (C)**	60
REVISED CONTRACT TOTAL AMOUNT	$590,854.32	**TOTAL WRKG DAYS REMAINING (A+B) -C**	0
PERCENT TOTAL CHANGE TO ORIGINAL CONTRACT AMOUNT	15%		

DETAILED EXPLANATION OF WORK REQUESTED (INCLUDE JUSTIFICATION FOR GRANTING ADDITIONAL WORKING DAYS)

Additional work for Corrections per LA County Health Department. **The additional costs are to be paid with added bid items #35, 36, 37, and 38. Remove tile and Install new stainless steal cove base, wrap wood beam with drywall and paint, install FRP panel on CMU wall, replace sink faucet, and install shelf for the mop sink.**

ITEM NO.	ITEM DESCRIPTION	BASIS OF PAY*	QUANTITY [NEG QUANTITIES IN PARENTHESIS]	UNIT PRICE	TOTAL [NEG AMOUNTS IN PARENTHESIS]	ADDTL WRKG DAYS
35	Remove tile & install ss cove base	NEG	1	$19,052.35	$19,052.35	3
36	Wrap wood beam with drywall & paint	NEG	1	$4,249.92	$4,249.92	2
37	Install FRP panel on CMU wall	NEG	1	$1,390.48	$1,390.48	1
38	Replace faucet & install shelf at mop sink	NEG	1	$0.00	$0.00	0
					$0.00	
*CONtract, NEGotiated, Time & Material, OR STIPulated				**TOTAL**	**$24,692.75**	**6**

	SIGNATURE	PRINT NAME & TITLE	DATE
SUBMITTED BY:		Rebecca Brown, Project Manager	2/4/2026
APPROVAL RECOMMENDED BY:		Jonathan Wu, Deputy Director of Public Works	2/9/26
FUNDING MANAGER:		Joyce Workman, Senior Analyst	2/9/26
AGENCY AUTHORIZED REPRESENTATIVE:		Lee Torres, P.E., Director of Public Works	2/9/26

DEARK E&C, INC
1335 W Valencia Dr Ste P
Fullerton, CA 92833

CHANGE ORDER PROPOSAL

Project Name: West Concession Stand Project
Project No.: 887
Change Request No.: 007R1
Reference: Replace Stainless Steal Cove Base & ETC

Dear : Public work of Palmdale
We submit for your approval the following cost estimate of changes in work for Additional Work as follows:

Item : Additional work for correction of Health Dept						Total
1 Remove tile and Install new stainless steal cove base						
Description	**MP.**	**Total Hrs**	**Unit Cost**	**Labor Cost**		
Laborer	2	24	$ 95.00	$ 4,560.00		
	Unit	**Quantity**	**Unit Cost**	**Mtl Cost**		
Material (SST cove base-See attchment)	Ls	1	$ 11,585.59	$ 11,585.59		
					Sub Total	$ 16,145.59
2 Wrap wood beam with drywall and paint						
Description	**MP.**	**Total Hrs**	**Unit Cost**	**Labor Cost**		
Laborer	2	16	$ 95.00	$ 3,040.00		
	Unit	**Quantity**	**Unit Cost**	**Mtl Cost**		
Material (Drywall and mud)	Ls	1	$ 300.00	$ 300.00		
					Sub Total	$ 3,340.00
3 Installation of FRP panel on CMU wall						
Description	**MP.**	**Total Hrs**	**Unit Cost**	**Labor Cost**		
Laborer	1	8	$ 95.00	$ 760.00		
	Unit	**Quantity**	**Unit Cost**	**Mtl Cost**		
FRP and glue	Ls	1	$ 192.66	$ 192.66		
					Sub Total	$ 952.66
3 Replace sink faucet and install shelve for the mop sink						
4 Markup:						
Labor					20%	$ 1,672.00
Material					15%	$ 1,811.74
					Sub-Total	**$ 23,921.99**
Additional Bond (Performance and Payment-1%)						$239.22
Liability Insurance						$531.55
General Cost						
Total Amount of Change Order Request number:						**$ 24,692.75**

[X] We have proceeded with this change on a cost-plus basis as directed by: _____ on: _____

[ ] We have proceeded with this change, and subcontract changes have been sent to the subcontractors, per the instructions of: _____ on: _____

[ ] We will not proceed with this change until receipt of a signed copy of this proposal. This proposal must be accepted by: _____ in order to avoid additional time extension and/or expenses.

[ ] Contract Time not changed [ ] Increased/Decreased 10 days

[ ] In Scope [ ] Out of Scope X

This change will be funded from:
[ ] Project Contingency [ ] Add to Contract

Approved:

_____
Owner

_____
Date

Deark / Peter Jeong
Contractor

2/3/2026
Date

Corporate Headquarters
S80 W18766 Apollo Drive
PO Box 406
Muskego, WI 53150
www.inprocorp.com
Nationwide: (800) 222-5556
Fax: (888) 715-8407

Quotation

To:	Deark E&C Inc	**Date:**	01/12/2026
ATTN:	Peter Jeong 213-507-3794	**Project Number:**	P-796157
	peter@dearkec.com	**Quote #:**	01573918
Fax:		**Revision #:**	0
Project:	IPC - Marie Kerr Park 'Best of the West' Concession Stand - Palmdale, CA	**Customer #:**	796855
Location:	Palmdale, California, 93551	**Printed By:**	JBAAS
Sales Rep:	Natalie Grehn	**Document ID:**	P-796157-01573918-1
	ngrehn@inprocorp.com		

Base

Item Number	Item Description	Item Color	Piece	Unit Price	Line Total
SCB-6SL-3396	Stainless Cove SS20GA 304 7.5 x 96 Notes: 6" not available, pls confirm prior to ordering		20EA	$ 427.18	$ 8,543.60
SCB-6TL-33	Stainless Cove Left Endcap 2 x 6		10EA	$ 56.63	$ 566.30
SCB-6TR-33	Stainless Cove Right Endcap 2 x 6		10EA	$ 56.63	$ 566.30
535	Heavy Duty Adh 10oz (for Stainless Steel)		3EA	$ 16.02	$ 48.06
SAS-585C	Silver Silicone Caulk 10.3oz Tube Notes: Seams		8EA	$ 40.40	$ 323.20
				Base Sub Total:	**$ 10,047.46**
				Shipping (Palmdale CA 93551) via OLD DOMINION:	**$ 407.80**
				Product Tax Amount:	**$ 1,130.33**
				Freight Tax Amount:	**$ 0.00**
				Base Total (USD):	**$ 11,585.59**

A 3% fee will be applied to credit card transactions over $5,000.

The [Distributor/Vendor/Customer] shall not use or resell the Product(s), directly or indirectly, in a manner contrary to special

UP TO 35% OFF Select Appliances, Ends 2/4. Shop Now.

CART (9)

Share

Multiple store locations are selected for pickup.
You have items set for pickup at multiple store locations. Please review your cart before proceeding to checkout.

Feedback

Pickup and Delivery Options

Choose an option to change all items in your cart (if available)

Pickup — All items available

Delivery — All items available

Select All Remove Save to List Save for Later

Pickup

Huntington Park (2 items)

Glasliner
0.090 in. x 4 ft. x 8 ft. White FRP Decor Pack)

Click here to chat!

Total Coverage Area (sq. ft.): **32 sq ft**

Color/Finish: **White**

— 3 +

HOUSE OF FARA

1/4 in. D x 1-1/8 in. W x 96 in. L White PVC Divider Bar Moulding

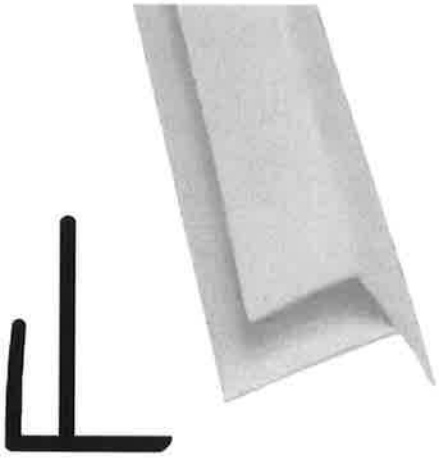
Model #1000296

$2.82



1

Cerritos (3 items)



Stabilit

852 1/2 in. x 3/4 in. x 96 in. PVC Composite White Outside Corner Moulding

Model #10004-ZW096CB

$6.96

($3.48/item)

2



Stabilit

3/16 in. x 13/16 in. x 96 in. White PVC Tile Cap Moulding Trim

Model #FRP-CAP-WHITE

$6.96

($3.48/item)

2



Titebond

448 oz. Yellow Fast Grab FRP Construction Adhesive Pail

Product Size (oz.): **448 oz**

Number of Tubes Included: **1**

$74.98

1

Loading Recommendations

Easy In-Store and Online Returns
Read Our Return Policy

Get Up to $100 Off

Get a Home Depot Credit Card and receive **$25 off** your qualifying purchase of $25+, **$50 off** purchases $300+, or **$100 off** orders over $1,000.

Apply Now

Item Total	$217.66
Savings	-$25.00
New Total	$192.66

Saved For Later (15)

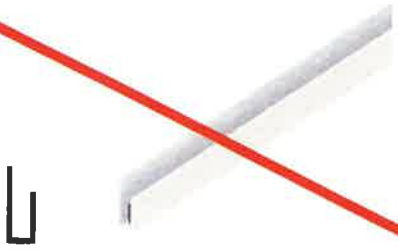
Remove All Saved Items

Feedback



HOUSE OF FARA
1/4 in. D x 1-1/8 in. W x 96 in. L White PVC Divider Bar Moulding
Qty: 1
$2.82

Move to Cart Save to List Remove



Stabilit
3/16 in. x 13/16 in. x
Qty: 2
$6.96
($3.48/item)

Move to Cart Sa

City Council Staff Report

DATE: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **3, 4, 5**

SUBJECT: **ACCEPT NOTICE OF COMPLETION (NOC) FOR PN 918, 2025 SUMMER ARTERIAL OVERLAY PROJECT**

RECOMMENDATION

Staff recommend that the City Council:

1. Accept the NOC for PN 918, 2025 Summer Arterial Overlay Project; and,

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

BACKGROUND

Project No. 918 provided 1,080,430 square feet of asphalt overlay in three separate districts, see Location Map. The arterial roadways include Avenue R-8, 30th Street East, and Avenue O. This project expanded bicycle routes and connectivity for the neighborhoods served by the Tumbleweed Dual Immersion School. Continuing with the improvements along Avenue R-8 from 27th to 35th Street East, this project increased safety and walkability to the Cactus Magnet Academy. The striping improvements included bike lanes, 6-inch lane lines in highly reflective thermoplastic material, and the upgrading of existing crosswalks to the new continental style along the arterial cross streets, increasing both visibility and safety for Palmdale residents.

On September 2, 2025, the City Council approved the award of a construction agreement with Hardy & Harper, Inc. for Project No. 918, for an amount not to exceed $4,163,500, which included a contract amount of $3,785,000 and a 10% contingency in the amount of $378,500. A notice to proceed with construction was issued on October 6, 2025. The completion date was established as January 6, 2026, including the original contract term, weather\non-working days, and additional workdays authorized during construction. The project was field accepted as complete prior to that date; however, a large storm event in early January 2026 caused substantial damage to a section of roadway on Avenue O at the Big Rock Wash crossing. Staff coordinated

with the Contractor to repair the damage, which involved removing and replacing the roadway and securing an exposed gas main, as an extra to the project, to be completed by January 30, 2026. Contractor expedited the repair, and Avenue O was reopened to traffic on January 16, 2026, whereupon all project work was accepted as complete.

DISCUSSION

Construction of the project was completed on time and within budget, reflecting change orders and additional time authorized and approved by staff. Approved change orders included resurfacing the asphalt-concrete berm on 30th St East, signing and striping of bike lanes on Avenue R-8, and the storm damage repair on Avenue O. The total of the approved change orders amounted to $298,473.74, which is within the 10% contingency.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action. Project costs, including construction, contract observation, material testing, labor compliance, and various administrative costs, totaled $4,019,479.18 and were funded entirely using Gas Tax (S0025201).

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, Deputy City Manager
Approved by:	Salvador Mendez, City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

NOC
Location Map
Project Photos

RECORDING REQUESTED BY:
City of Palmdale
Public Works Department

WHEN RECORDED MAIL TO:
City of Palmdale
Office of the City Clerk
38300 Sierra Highway, Suite C
Palmdale, CA 93550

PURSUANT TO CIVIL CODE SECTION
C.C. 3093

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. The City of Palmdale, a municipal corporation, is the owner in fee, of certain public improvement known as the 2025 Summer Arterial Overlay Project, City Project No. 918.

2. The City's address is 38300 Sierra Highway, Palmdale, California 93550.

3. The general location of said public improvement is various arterial roadways throughout Palmdale, California 93550, including Avenue R-8, 30th Street East, and Avenue O.

4. On September 2, 2025, a construction contract for said public improvement was awarded to Hardy and Harper, Inc., 32 Ranch Circle, Lake Forest, CA 92630.

5. Work under said contract was completed on January 29, 2026, to the satisfaction of the City of Palmdale, and the City hereby accepts the project as complete.

Dated: April 7, 2026

Lee Torres, P.E., Director of Public Works
City of Palmdale

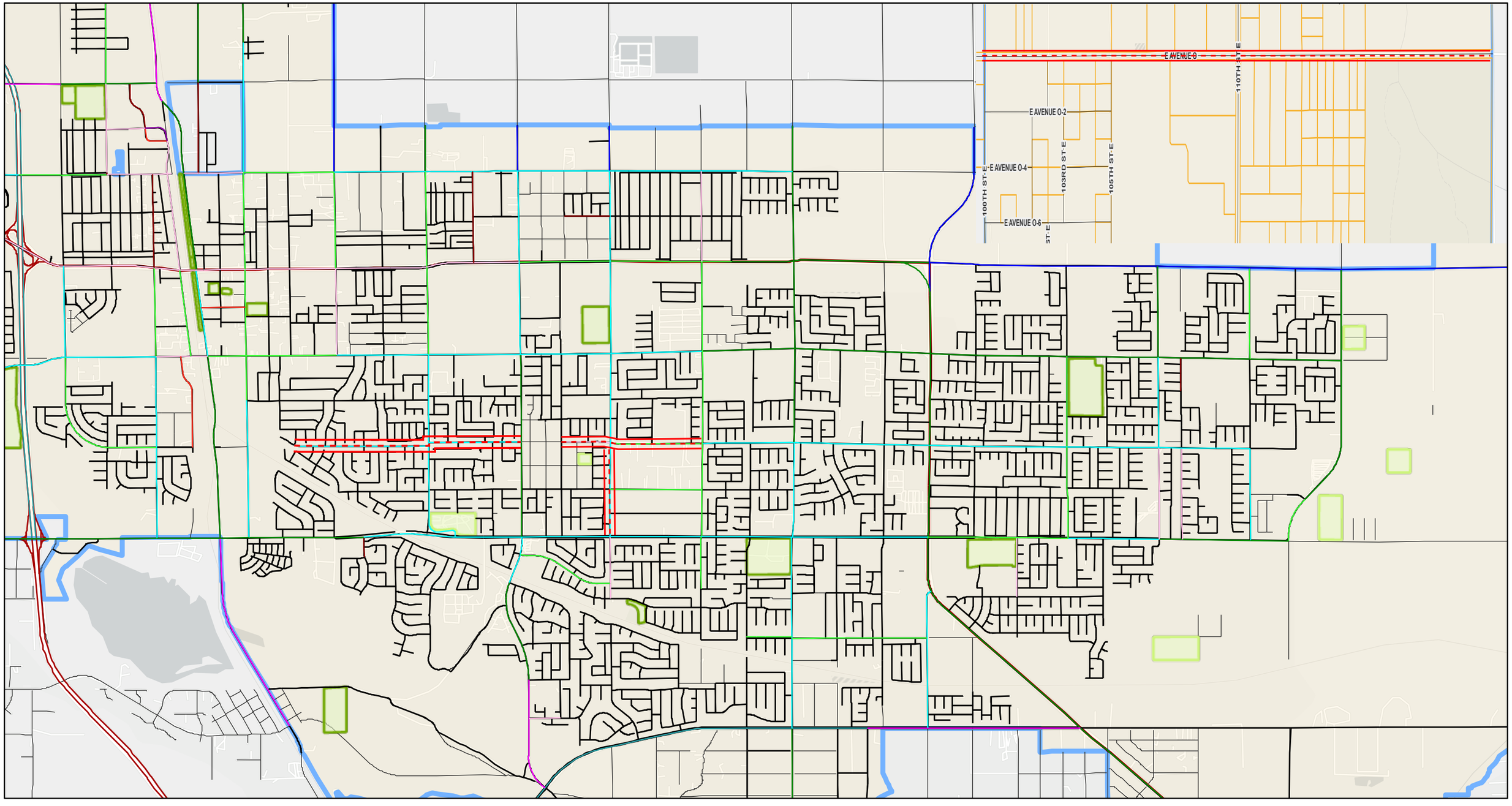
VERIFICATION

I, the undersigned, say: I am the Director of Public Works, the declarant of the foregoing notice of completion; I have read the said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 7, 2026, in the City of Palmdale, California.

Lee Torres, P.E., Director of Public Works

PN 918 Summer Arterial Overlay Project



City of Palmdale
2025 Summer Overlay Project

PALMDALE
a place to call home

N
W E
S

Legend

- Project Area
- Parcel
- LACO: Unincorporated LA County Pocket
- Freeway
- Street
- Railroad
- Other Water Feature
- Lake
- City of Palmdale

Locations:

1. Ave R-8 from 12th St. East to 25th St. East
2. Ave R-8 from 27th St. East to 35th St East
3. 30th St East from Ave R-8 to Ave S
4. Ave O from 100th St East to 120

Notes:

- 1.5" grind on all streets unless otherwise required.
- Wedge grind at the edges of gutters and at terminal points.
- 3" overlay at this section of roadway.
- All traffic loops, striping, and markings must be inventoried and replaced by the contractor.

NOTICE OF COMPLETION
PN 918 2025 SUMMER ARTERIAL OVERLAY PROJECT

Avenue R-8 at 20th Street East

Mill and Overlay, new striping + bike lanes

From 19th St East to 30th St East



Before



After

COMPLETED PUBLIC IMPROVEMENTS

Avenue R-8 at Laderman Ave
Dig-out Repair and Mill and Overlay; New Bike Lanes



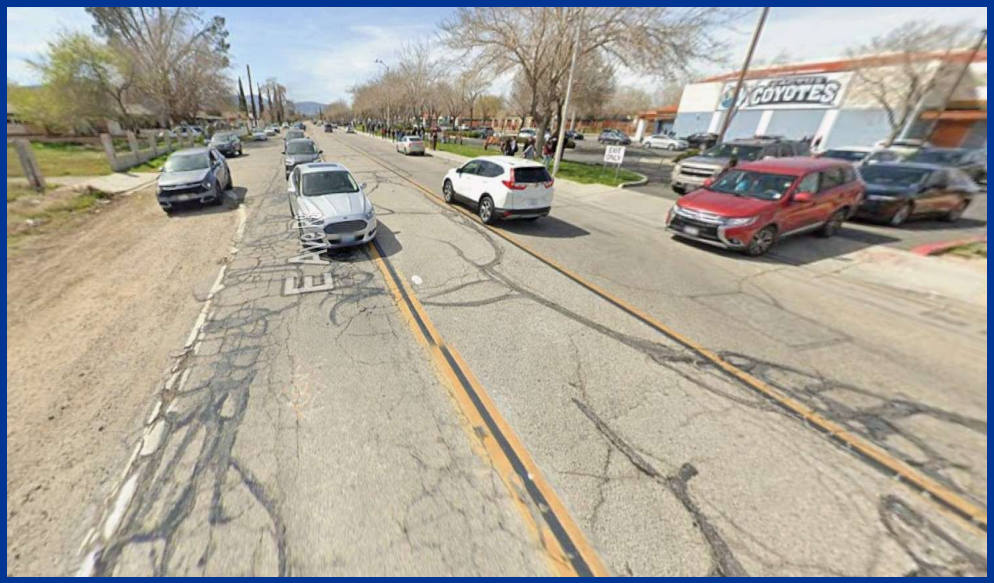
Before



After

COMPLETED PUBLIC IMPROVEMENTS

Avenue R-8 at Cactus Magnet Academy
Mill and Overlay; New Striping



Before

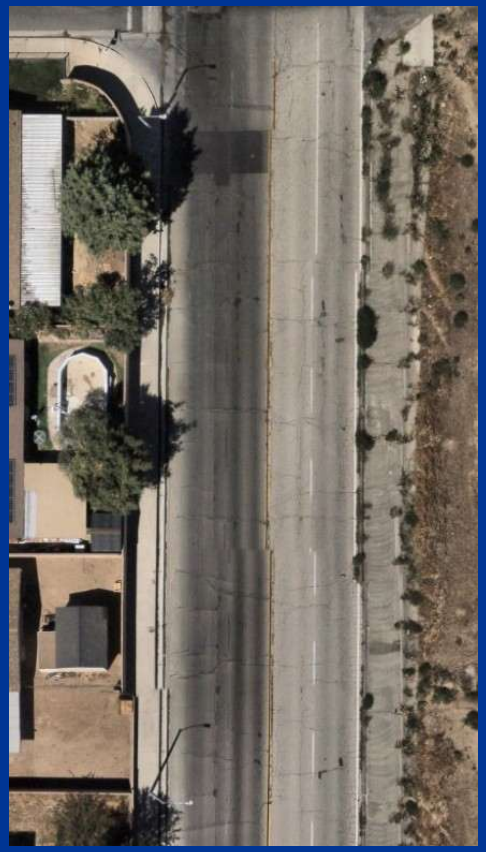


After

COMPLETED PUBLIC IMPROVEMENTS

30th St East at Avenue R-12

Mill and Overlay, new AC berm on northbound side, new high-visibility striping (from Ave R-8 to Ave S)



Before



After

MINUTES
CITY COUNCIL/SA/HA/IDA/PAA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
MARCH 3, 2026

www.cityofpalmdaleca.gov

1) CALL MEETING TO ORDER

Mayor Ohlsen 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 OHLSEN, MAYOR PRO TEM BISHOP, COUNCILMEMBERS LOA, BETTENCOURT, ALARCÓN COMMISSIONERS FRAGA-SAENZ, BETTS

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

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Commissioner Fraga-Saenz led the Pledge of Allegiance, followed by a moment of silence.

4) PRESENTATIONS

4.1) Coffee4Vets presentation to the City of Palmdale for supporting veterans in the Antelope Valley.

Coffee4Vets made a presentation to the Council recognizing their support for veterans in the Antelope Valley.

The Council expressed gratitude and reiterated their commitment to honoring veterans.

5) NON-AGENDA PUBLIC COMMENTS

Chris Perry, Government Relations Manager for Southern California Edison, introduced himself as the new representative for Antelope Valley.

Jason Zink discussed the placement of non-agenda public comments, advocacy for super commuters, street-sweeping practices, discussed the electricity rates, the Measure AV budget presentation, city street repaving, and infrastructure improvements.

Representatives from the cast of Frozen invited Council and the public to the performance at the Palmdale Playhouse.

On behalf of the Palmdale Freedom Coalition, Rich Gallego discussed the 11.25% sales tax burden on residents and requested affordable solutions for families.

6) HOUSING AUTHORITY CONSENT CALENDAR

6.1) Approve the minutes from the previous meeting.

Motion: Approve all items listed on the Housing Authority Consent Calendar.
Moved by Christina Fraga-Saenz, seconded by Austin Bishop.

Vote: Motion carried (6-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz.
Absent: Dianne Betts

7) CONSENT CALENDAR

Jason Zink discussed a previous software purchase, Agenda Items 7.5 and 7.8, and Avenue T.

The following items were pulled: 7.3, 7.4, 7.5, 7.6, 7.8, and 7.10.

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 Reports for January 2026.

7.3) Approve agreement with Euna Solutions, Inc., for Budget Management and Publishing Software for a total not to exceed the amount of $263,225 for a three-year term with an option to extend two one-year terms.

Director of Operations Samson presented the staff report.

Councilmember Alarcón requested clarification on the selection process of the awarded proposer over local vendors. Director Samson explained the evaluation and selection process.

Motion: Approve agreement with Euna Solutions, Inc., for Budget Management and Publishing Software.
Moved by Austin Bishop, seconded by Laura Bettencourt.

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

7.4) Approve agreement and requisition with Cashel Corporation dba Integrated Media Systems (IMS) for Council Chambers broadcast and audiovisual system upgrade project for a combined not to exceed amount of $487,570 (Agreement and contingency totaling $260,894, and Requisition totaling $226,675) for a term of one year.

Director of Operations Samson presented the staff report.

Councilmember Loa asked why the item was not issued as a request for bids. Director Samson stated that the City relied on the "best interest of the City" clause in PMC Section 3.08.140 due to the timeline.

Councilmember Alarcón voiced concerns about the agreement and requisition. Staff explained that both the professional services agreement and the equipment purchase will be funded through PEG (Public, Educational, and Government access) funds.

Mayor Pro Tem Bishop inquired whether the upgrade may cause downtime in the Council Chamber. Director Samson replied that disruptions are not expected, although a temporary relocation could be considered if necessary.

Motion: Approve agreement and requisition with Cashel Corporation dba Integrated Media Systems (IMS) for Council Chambers broadcast and audiovisual system upgrade project.
Moved by Laura Bettencourt, seconded by Austin Bishop.

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

7.5) Receive the summary of the 2025 Annual Housing Element Progress Report.

Planning Manager Magaña presented the staff report.

Councilmember Loa questioned the progress outlined in the Housing Element Progress Report and expressed concerns that the City's permitting process might discourage development. Planning Manager Magaña assured Council that they work with developers and seek specific feedback to help improve processes.

Councilmember Bettencourt asked whether state housing requirements account for local environmental constraints that can increase development costs and delay timelines, such as Joshua tree protections. City Attorney Severino confirmed that such environmental regulations can significantly affect development.

Councilmember Alarcón noted discrepancies in the staff report tables and requested corrections before submitting them to the State. She asked for clarification on the difference between 1,266 proposed units and 749 approved units, a follow-up on the 497-unit discrepancy, and confirmation that no housing

applications were denied.

Planning Manager Magaña explained that the state-provided spreadsheet automatically populates submitted data and noted that some units may be at different stages of development. City Manager Mendez explained that projects often stall due to financing, environmental concerns, or other factors outside the City's control, not because of the City's rejection of applications.

There was further Council discussion on entitled housing units in development, support for new housing applications, the city's developer-friendly approach, and city policies related to new developments.

Planning Manager Magaña stated that the Housing Element Progress Report is due to the State by April 1 and agreed to review the data and clarify the reported numbers.

Motion: Receive the summary of the 2025 Annual Housing Element Progress Report.
Moved by Austin Bishop, seconded by Laura Bettencourt.

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

7.6) Adopt Resolution No. CC 2026-013, a Resolution of the City Council of the City of Palmdale authorizing the City Manager's signature authority for a not to exceed amount of $350,000 per transaction for the contracting of performers or entertainment services and repealing Resolution No. CC 2025-058.

Parks and Recreation Director Smith presented the staff report.

The item was pulled by Councilmember Alarcón to address concerns about the increase in the City Manager's contracting authority.

Councilmember Bettencourt asked City Manager Mendez about his current authority outside of entertainment, recognizing the need for higher limits to act quickly when securing high-quality entertainment for city events, while noting her initial concern about the increase. City Manager Mendez responded.

Mayor Ohlsen and Mayor Pro Tem Bishop discussed attracting and improving entertainment, boosting attendance, and providing advance notice of scheduled performances. Director Smith explained contractual obligations, and booking agreements often include radius clauses and conditions that may limit the City's ability to give advanced notice.

Motion: Adopt Resolution No. CC 2026-013, authorizing the City Manager's signature authority for a not to exceed amount of $350,000 per transaction for the contracting of performers or entertainment services.
Moved by Austin Bishop, seconded by Laura Bettencourt.

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

7.7) Approve agreement with FS Contractors, Inc., for Concrete Removal and Replacement Services at City parks and facility grounds for a total not to exceed amount of $147,700 for a term of one year.

7.8) Approve agreements with Mariposa Tree Management, Inc., United Pacific Services, Inc., and West Coast Arborists, Inc., for professional arboricultural services for a combined not to exceed amount of $3,825,000 ($1,275,000 each) over a term of three years with two optional one-year extensions.

Public Works Director Torres presented the staff report.

Councilmember Loa pulled the item to discuss the bid information, agreed with the process and contractor expertise, and requested consistent bid materials.

Mayor Pro Tem Bishop inquired about the number of trees in Palmdale. Director Torres responded that there are 24,000.

Councilmember Bettencourt asked about prior local tree service providers. Deputy Director Livingston responded and also stated that using three firms will help address deferred maintenance and stabilize the program while the City evaluates costs and considers future options, such as hybrid or in-house services.

Councilmember Bettencourt proposed a future discussion to provide assistance to elderly, disabled, veteran, or low-income residents facing high private tree-trimming costs to reduce fire risks. Deputy Director Livingston agreed to explore potential funding options.

Council and the union representative Chief Steward Armstrong engaged in further discussion regarding the expansion of in-house services while ensuring accountability in current contracts.

Motion: Approve agreements with Mariposa Tree Management, Inc., United Pacific Services, Inc., and West Coast Arborists, Inc., for professional arboricultural services.
Moved by Austin Bishop, seconded by Laura Bettencourt.

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

7.9) Approve first amendment to agreement with Psomas for Design Services for PN 906, Avenue T Street Improvement Project, increasing the agreement amount by $147,810 for a total not to exceed amount of $948,951 for a term of eighteen months.

7.10) Approve the minutes from the previous meeting.

Councilmember Alarcón requested a review of a motion under section 9 in the 2/3/2026 minutes.

Motion: Approve both minutes contingent upon the City Clerk's review of the 2/3/2026 meeting motion in section 9 related to City Manager interviews.
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

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

Motion: Approve all items listed on the agenda with the exception of items 7.3, 7.4, 7.5, 7.6, 7.8, and 7.10.
Moved by Richard J. Loa, seconded by Austin Bishop.

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

8) NEW BUSINESS - Now is the time for public participation.

8.1) Approve Employment Agreement between the City of Palmdale and Salvador Mendez to serve as City Manager.

City Attorney Severino presented the staff report.

Councilmember Loa and Councilmember Alarcón expressed concerns about the background report of City Manager Mendez and made a motion to add it to the Closed Session.

Mayor Pro Tem Bishop made a statement and spoke in support of the appointment of City Manager Mendez.

Mayor Ohlsen called for public comments.

The following individuals provided public comments: David Harris, Jason Zink, and Rich Gallego.

Mayor Ohlsen closed public comments.

There was further Council discussion about the appointment and background check of City Manager Mendez. Mayor Pro Tem Bishop asked whether a background check was conducted when City Manager Mendez was Assistant City Manager, and City Attorney Severino responded, "Yes."

A substitution motion was made by Mayor Pro Tem Bishop.

Motion: Approve Employment Agreement between the City of Palmdale and

Salvador Mendez to serve as City Manager.
Moved by Austin Bishop, seconded by Eric Ohlsen.

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

8.2) Adopt Resolution No. CC 2026-014, a Resolution of the City Council of the City of Palmdale Recognizing the Los Angeles County Sheriff's Department for its commitment to transparency and community trust, and expressing support for legislation promoting identification and accountability in law enforcement.

Councilmember Bettencourt recused herself from the dais.

City Attorney Severino presented the staff report.

Mayor Ohlsen called for public comments.

Public Comments: Jason Zink.

Mayor Ohlsen closed the public comments.

Mayor Ohlsen discussed a letter he sent to several state and federal officials and received a response from the California Department of Justice, which he shared with the City Attorney. He noted that the current item is limited in scope but stated the City will continue to support the Sheriff's Department, and he would like the City to pursue initiatives that further benefit residents.

Councilmember Alarcón discussed her original motion to review the Huntington Park resolution and consider adopting similar measures and stated that the draft resolution did not reflect the actions taken by Huntington Park. She expressed concerns with the process and stated the community deserves a more comprehensive approach.

Discussion ensued among the Council regarding the item returning from the previous meeting without sufficient time for further discussion.

Councilmember Loa discussed the resolution, and concerns were raised that adopting the resolution might give residents false hope. Under the Supremacy Clause, federal authority preempts local actions in this area.

Mayor Pro Tem Bishop expressed that immigration enforcement falls outside the City's jurisdiction. He also noted potential risks, including federal scrutiny and possible funding impacts, and stated that supporting the item could create confusion or false expectations within the community. For these reasons, Mayor Pro Tem Bishop stated he would vote no.

Mayor Ohlsen and Councilmembers discussed the current resolution and agreed that it does not adequately protect the community or provide meaningful support. They emphasized the need to avoid drawing federal attention and to prioritize

services for all residents, including immigrant communities.

Motion: Deny the current resolution.
Moved by Eric Ohlsen, seconded by Austin Bishop.

Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa

Councilmembers discussed denying the current resolution and instead developing a new, substantive resolution that could include English and citizenship classes, food distribution, legal guidance, and other community services. The goal is to draft and return this proposal to Council for consideration before the July 1 start of the next fiscal year budget, with potential appropriation of resources included.

Discussion ensued, and a substitute motion was made.

Motion: Place this item on a future agenda to continue discussion and to return with a report on potential additional resources the City could provide to support the community.
Moved by Eric Ohlsen, seconded by Andrea Alarcón.

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

Councilmember Bettencourt returned to the dais.

9) JOINT NEW BUSINESS CC/SA/HA/IDA/PAA/PFA

9.1) Review and Approve the Mid-Year Budget Adjustments for Fiscal Year 2025-26.

Director of Operations Samson presented the staff report.

Mayor Ohlsen called for public comments.

Public comments: Jason Zink.

Councilmember Alarcón asked about the special events the City helps fund, requested the amount spent on them, that the information be publicly available, and about the Measure AV and Measure PD schedules. Director Samson stated that Measure AV required an oversight committee, while Measure PD did not.

Discussion ensued between Council and staff regarding capital improvement projects, the tax rate, and AVTA contributions.

Mayor Pro Tem Bishop made a statement in support of the budget adjustments.

Motion: Review and Approve the Mid-Year Budget Adjustments for Fiscal Year 2025-26.

Moved by Christina Fraga-Saenz, seconded by Laura Bettencourt.

Vote: Motion carried (6-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz.

Motion: Review and Approve the Mid-Year Budget Adjustments for Fiscal Year 2025-26.
Moved by Austin Bishop, seconded by Laura Bettencourt.

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

10) CITY MANAGER'S REPORT

City Manager Mendez thanked the Council for his appointment as City Manager.

He provided an update on several upcoming events, including: Women's Symposium at Legacy Commons on Saturday, March 21; Contra Tiempo joyUS justUs performances on Tuesday, March 24, and Thursday, March 26, at Sam Yellen Park; Springfest and Egg Hunt on March 28 at Palmdale Amphitheater; Cesar Chavez Day on Saturday, March 28 at Sam Yellen Park; Frozen performance from March 20 to 29 at the Palmdale Playhouse; Business Workshop on March 24 at the Development Services Building; 2026 Season DryTown tickets now available; Waste Management shred event on March 14; Veteran of the Year Award nominations; Mural projects surveys on the City website; and introduced Michael McComas as the new Public Safety Director.

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

Councilmember Loa requested a final report on the investigation relating to him. City Attorney Severino stated they are working diligently to complete.

Councilmember Bettencourt emphasized the importance of maintaining roads, discussed lowering Palmdale taxes, Palm Springs murals, the 250th anniversary of the United States, celebrating cultural events, reinstating Thursday Night On The Square (TNOTS), employee salary breakdowns, and interest in the Rose Parade.

Councilmember Alarcón requested a formal report from the City Attorney on the forensic accounting of the former City Manager's unilateral actions and other investigations.

Mayor Pro Tem Bishop said it was an honor and a privilege to work with the city's staff on behalf of the city's residents.

Mayor Ohlsen met with Assemblymembers and Congressmembers, had a brief meeting with the Governor, and is advocating for the super commuter and provided an update on the street sweeping signs.

Motion: Provide a list to the Council or post to the City website a breakdown of all of the cultural events that the City of Palmdale spends money on to help produce.
Moved by Laura Bettencourt, seconded by Andrea Alarcón.

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

12) CLOSED SESSION

PRESENTATION BY CITY ATTORNEY

12.1) 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).

12.2) CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Salvador Mendez, Interim City Manager, and Linda Daube, Special Counsel
Employee organization: Teamsters Local 986
This closed session is being held pursuant to the authority of California Government Code Section 54957.6.

12.3) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation: (1 potential case – facts and circumstances unknown to potential plaintiffs)
This closed session is being held pursuant to the authority of California Government Code Section 54956.9, paragraph (2) of subdivision (d).

12.4) PUBLIC EMPLOYMENT
Title: City Attorney Recruitment
This closed session is being held pursuant to the authority of California Government Code Section 54957.

13) ANNOUNCEMENT BY CITY ATTORNEY

12.1 - The City Council approved a settlement with the Real Estate Developers CV Communities, LLC, City Ventures LLC, and City Ventures Home Building LLC, collectively, CVC, which successfully resolves two separate legal actions, the CV, CV, AVEK et al. Action in Los Angeles and the City of Palmdale v CVC et al. action in Lancaster concerning the Joshua Ranch project's water supply. Pursuant to the terms of the agreement with CVC, the City will receive $500,000 cash and also in the Antelope Valley East Kern Water Agency, AVEK has acknowledged the transfer of 3688 acre feet of water to the City.

12.2 - There was no reportable action.

12.3 - There was no reportable action.

City Manager Mendez reported the following:

12.4 - There was no reportable action.

14) ADJOURN

Mayor Ohlsen adjourned the meeting at 9:55 pm to April 7, 2026, 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 7th day of April 2026.

_____
Eric Ohlsen, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OFFICE OF THE CITY MANAGER**
CITY CLERK DIVISION

DISTRICT: **ALL**

SUBJECT: **CITY COUNCIL NOMINATION AND APPOINTMENT OF ONE PUBLIC MEMBER TO THE PALMDALE ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) PUBLIC FINANCING AUTHORITY (PFA) TO SERVE THE REMAINDER OF A TWO-YEAR TERM SET TO EXPIRE JUNE 30, 2027**

RECOMMENDATION

Staff recommend that the City Council:

1. Nominate and appoint one public member to the Palmdale EIFD PFA to serve the remainder of a two-year term set to expire June 30, 2027.

BACKGROUND

The Palmdale EIFD and PFA were established on June 1, 2021, by Resolution No. CC 2021-044. The primary goal of the Palmdale EIFD is to implement the Palmdale Enhanced Infrastructure Financing Plan to attract new private sector investment, accelerate development in key areas of the City, stimulate job creation, expand housing opportunities, and strengthen local and regional transportation options for the region.

The PFA is a separate body that oversees the Palmdale EIFD. The PFA includes two members of the City Council, a public member selected by the Council, one County member, and a public member selected by the County.

Meetings are held on a as needed basis in the Council Chamber, 38300 Sierra Highway, Suite B, Palmdale, CA.

DISCUSSION

Board Member Gordon resigned on January 15, 2026, creating a vacancy. Due to the resignation, this action allows the City Council to nominate and appoint one public member to fill the vacancy.

The recruitment was announced to the public via a press release, which included the application submission deadline. The classified ad and the application were available on the City's website as well as in the Office of the City Clerk. The application period was open from February 5, 2026, to February 26, 2026.

Staff received two applications for the vacancy. The table below lists the applicants. District information is included for reference only.

DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5
Mayor Pro Tem Bishop	Councilmember Loa	Councilmember Bettencourt	Mayor Ohlsen	Councilmember Alarcon
None	Gene Yang	Ricky Jeffords	None	None

FISCAL IMPACT

$0; There is no fiscal impact related to this item. Member positions are not compensated for their service.

STRATEGIC PLAN

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

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

Prepared by:	Rochelle Scott, City Clerk
Certified as to availability of Funds:	Janelle Samson, Deputy City Manager
Approved by:	Salvador Mendez, City Manager
Approved as to form:	Alexandria Severino, City Attorney

ATTACHMENTS

Apps

From: noreply@civicplus.com
To: City Clerk
Subject: [EXTERNAL] Online Form Submittal: Palmdale Enhanced Infrastructure Financing District (EIFD)/Volunteer Application
Date: Thursday, February 12, 2026 11:01:56 AM

CAUTION: This email originated from outside of the organization.

Palmdale Enhanced Infrastructure Financing District (EIFD)/Volunteer Application

Office of the City Clerk
38300 Sierra Hwy. Suite C
Palmdale, CA 93550
661-267-5151

Palmdale Enhanced Infrastructure Financing District (EIFD)/Volunteer Application

The City of Palmdale is an equal opportunity employer and does not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the City Clerk's Office at 661-267-5151.

Palmdale Enhanced Infrastructure Financing District Information:

District 3

Name	Ricky Jeffords
Date:	2/11/2026
Business Telephone	818-415-4884
Home Telephone	*Field not completed.*
Cell Phone	[redacted]
Email:	[redacted]

Possession of a valid California driver's license and the ability to be insured with the City's insurance carrier is required.

Present Address	[redacted]
City	Palmdale
State	CA
Zip Code	93552
Permanent Address if different from present address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*

(Section Break)

Personal Information

(Please attach additional sheets, if necessary.)

Are you currently serving as an elected city or county official? If yes, please explain. If no, type N/A	No
Do you or any members of your immediate family own any interest in any enterprise which does or might do business with the City and/or the Board/Commission?	No
Do you or any members of your immediate family have any interests or associations which might present a conflict of interest?	No
	No

Have you ever been disciplined or cited for a breach of ethics or unprofessional conduct by a board, committee, or other professional group? If yes, please explain.	
Do you have any previous experience serving on a board or commission? If yes, Board or Commission served, purpose of board or organization, length of time, and if currently serving on Board.	Yes
Describe the strengths you would bring to the Palmdale EIFD Public Financing Authority.	My strengths lie in my enthusiasm and eagerness to serve my community. I am equipped with the skill set and business acumen to add value to the EIFD. This stems from 20 years of banking and financial services experience. I currently serve as a treasurer for Help 4 Heroes a non-profit organization dedicated to helping veterans and first responders. Volunteering to enhance my community is near and dear to my heart. I Also serve as a director on the Antelope Valley Hispanic Chamber of Commerce.
	(Section Break)

Education, Training and Experience

High School

Name	North Hollywood
Address	5231 Colfax Ave, North Hollywood CA 91601
Number of Years Completed	4
Did you Graduate?	Yes
Degree or Diploma	Yes, HS Diploma
GPA (i.e., A=4.0)	3.2

College/University

Name	University of Phoenix
Address	*Field not completed.*
Number of Years Completed	4
Did you graduate?	Yes
Degree or Diploma	Bachelors in Business Science
GPA (i.e., A=4.0)	*Field not completed.*

Vocational

Name	*Field not completed.*
Address	*Field not completed.*
Number of Years Completed	*Field not completed.*
Did you graduate?	*Field not completed.*
Degree or Diploma	*Field not completed.*
GPA (i.e., A=4.0)	*Field not completed.*
Other	*Field not completed.*

(Section Break)

Employment History

List below all present and past employment for the last ten (10) years starting with your most recent employer. Account for all periods of unemployment. You must complete this section even if attaching a resume.

Name of Employer	Mission Bank
Address	43830 20th St. West
Type of Business	Business / Commercial Banking
Telephone Number	661-949-9038

Your Supervisor's Name	Jeff Johnson
Your Position and Duties	Business Banker Lead (Manager) Oversee risk mitigation and operations of the bank. Reach out to the community business owners to help them grow their business. Coach and develop my staff.
Major Accomplishments	My banker made presidents club. My branch connected with many non-profits in our area to help with financing.
Dates of Employment	
From	5/1/2023
To	2/11/2026
Reason for Leaving	present
Upon leaving, were you eligible for rehire?	*Field not completed.*
	(Section Break)
Name of Employer	Thrivent Financial
Address	42305 10th St. W
Type of Business	Financial Services
Telephone Number	661-209-1036
Your Supervisor's Name	Geroge Andrews
Your Position and Duties	Financial Advisor, Help families plan for their financial future.
Major Accomplishments	.
Dates of Employment	
From	1/1/2022
To	5/1/2023
Reason for Leaving	Wanted to be in a team environment.
Upon leaving, were you	Yes

eligible for rehire?	
(Section Break)	
Name of Employer	Self Employed Real Estate Broker
Address	4009 Stable Dr. Palmdale CA 93552
Type of Business	Real Estate
Telephone Number	818-415-4884
Your Supervisor's Name	*Field not completed.*
Your Position and Duties	Broker
Major Accomplishments	*Field not completed.*
Dates of Employment	
From	1/1/2016
To	1/1/2022
Reason for Leaving	*Field not completed.*
Upon leaving, were you eligible for rehire?	Yes
(Section Break)	

References

List below three persons not related to you who have knowledge of your civic activity within the last three years.

Name	Chirstian Scott
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]

Occupation	Palmdale Sherrif Sergeant
Telephone Number	[redacted]
Number of Years Acquainted	1.5

(Section Break)

Name	Angelo Campano
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Occupation	Lawyer
Telephone Number	[redacted]
Number of Years Acquainted	3

(Section Break)

Name	Sylvia Duarte
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Occupation	Antelope Valley Hispanic Chamber of Commerce President
Telephone Number	[redacted]
Number of Years Acquainted	1.5

(Section Break)

Please read carefully, initial each paragraph and sign below:

I hereby certify that the answers given by me on this application are true and correct to the best of my knowledge, and that I have not withheld any information that might adversely affect my chances for appointment. I understand that any misstatement or omission of fact on this application or any documents used to obtain an appointment may result in rejection of this application or immediate discharge if I am appointed, regardless of the time elapsed before discovery of the misstatement or omission. I further certify that I, the applicant, have personally completed this application.

Initials RJ

I hereby authorize the City of Palmdale to investigate my references, prior employers, work record, education, and other matters related to my suitability for appointment and further, authorize the references I have listed, all prior employers, and all educational institutions attended, to disclose to the City of Palmdale any and all letters, reports, and other information related to my records, including, but not limited to, my performance reviews and evaluations, discipline, commendations, awards, and all other employment information, without giving me prior notice of such disclosure. By providing this page of the application to the references, prior employers, and educational institutions attended, I release them, to the fullest extent permitted by law, from any and all claims, demands, fees, and liabilities for providing the City of Palmdale with all information. I release the City of Palmdale, its agents, employees, and representatives, to the fullest extent permitted by law, from any and all claims, demands, fees, and liabilities that may result from any use or disclosure of such information by the City of Palmdale, or any of its agents, employees, and representatives.

Initials RJ

I further understand and agree that as a condition to being appointed to the Planning Commission, I will be required to agree to conduct myself in accordance with the City of Palmdale's personnel practices and policies as set forth in the Human Resources Rules, the Brown Act, the Public Records Act, and the EIFD Rules of Procedures, copies of which I will be provided and will review prior to accepting an appointment to the EIFD. To the fullest extent permitted by law, I expressly consent to and I waive any rights of privacy I might otherwise have in connection with the City's Human Resources Rules in general and the above-described sections in particular.

Initials RJ

I understand that as part of the final selection process, I will be required to pass a livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for this EIFD position and that such information collected during the check will be kept confidential.

Initials	RJ

(Section Break)

Volunteer Information

REASONABLE ACCOMMODATIONS	No
Foreign Language	Spanish
Do you?	Speak, Read , Write
Foreign Language	*Field not completed.*
Do you?	*Field not completed.*
Specialized training/skills:	*Field not completed.*
Computer Skills	Word, PowerPoint

(Section Break)

In Case of Emergency

Whom should we notify?

Name	[redacted]
Relationship to Applicant	[redacted]
Home Phone	[redacted]
Work Phone	*Field not completed.*

Physician's Name	*Field not completed.*
Phone:	*Field not completed.*
Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)	No

(Section Break)

AUTHORIZATION AND RELEASE

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the Authorization and Release set forth on this day	2/11/2026
Electronic Signature Agreement	I agree.
Electronic Signature	Ricky Jeffords
Applicants are encouraged to attach a resume.	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: City Clerk
Subject: [EXTERNAL] Online Form Submittal: Palmdale Enhanced Infrastructure Financing District (EIFD)/Volunteer Application
Date: Wednesday, February 11, 2026 8:32:58 PM

CAUTION: This email originated from outside of the organization.

Palmdale Enhanced Infrastructure Financing District (EIFD)/Volunteer Application

Office of the City Clerk
38300 Sierra Hwy. Suite C
Palmdale, CA 93550
661-267-5151

Palmdale Enhanced Infrastructure Financing District (EIFD)/Volunteer Application

The City of Palmdale is an equal opportunity employer and does not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the City Clerk's Office at 661-267-5151.

Palmdale Enhanced Infrastructure Financing District Information:

District 2

Name	Gene Wonsuk Yang
Date:	2/11/2026
Business Telephone	*Field not completed.*
Home Telephone	*Field not completed.*
Cell Phone	[redacted]
Email:	[redacted]

Possession of a valid California driver's license and the ability to be insured with the City's insurance carrier is required.

Present Address	[redacted]
City	Palmdale
State	CA
Zip Code	93551
Permanent Address if different from present address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*

(Section Break)

Personal Information

(Please attach additional sheets, if necessary.)

Are you currently serving as an elected city or county official? If yes, please explain. If no, type N/A	No
Do you or any members of your immediate family own any interest in any enterprise which does or might do business with the City and/or the Board/Commission?	No
Do you or any members of your immediate family have any interests or associations which might present a conflict of interest?	No
	No

Have you ever been disciplined or cited for a breach of ethics or unprofessional conduct by a board, committee, or other professional group? If yes, please explain.	
Do you have any previous experience serving on a board or commission? If yes, Board or Commission served, purpose of board or organization, length of time, and if currently serving on Board.	No
Describe the strengths you would bring to the Palmdale EIFD Public Financing Authority.	I grew up in Palmdale, having attended Quartz Hill Elementary, transferring to Rancho Vista Elementary, then moving through Hillview Middle School and Quartz Hill High School. I moved back to Palmdale in 2021 to be closer to my parents and my wife now works locally as a pulmonary and critical care physician at Palmdale Regional Medical Center. I would love the chance to contribute to my community. I recently joined the medical faculty at Palmdale Regional Medical Center where my wife is also faculty and am eager to find additional ways to make Palmdale better for my neighbors as well as drawing more people to live here. While I do not have direct experience with infrastructure, I have a background as a defense contractor and have an MBA that I believe has overlapping skills regarding planning, strategy, fiscal leadership, and effective budgeting. I am also the Medical Director of Clinical Informatics for my health system. We currently operate in 22 locations across 10 states, where I am responsible for our overarching technology strategy. This role requires balancing competing priorities and resources and maintaining strong relationships with all stakeholders, given the impacts my actions will have on staff and patients. I am also involved in fundraiser via our foundation. I believe that I can provide an out-of-the-box perspective for the Authority that could benefit the city.
(Section Break)	

Education, Training and Experience

High School

Name	Quartz Hill High School
Address	6040 W Ave L, Lancaster, CA 93536
Number of Years Completed	4
Did you Graduate?	Yes
Degree or Diploma	HS Diploma
GPA (i.e., A=4.0)	5.01 out of 4.0

College/University

Name	University of Pennsylvania
Address	3451 Walnut Street, Philadelphia, PA 19104
Number of Years Completed	3
Did you graduate?	Yes
Degree or Diploma	BA
GPA (i.e., A=4.0)	3.25 out of 4.0

Vocational

Name	*Field not completed.*
Address	*Field not completed.*
Number of Years Completed	*Field not completed.*
Did you graduate?	*Field not completed.*
Degree or Diploma	*Field not completed.*
GPA (i.e., A=4.0)	*Field not completed.*

Other	University of Rochester School of Medicine & Dentistry, 4 years, graduated, Medical Doctor (MD), no GPA, 601 Elmwood Ave, Rochester, NY 14642; University of Rochester Simon Business School, graduated, 1 year, Master of Business Administration (MBA), no GPA, 300 Wilson Blvd, Rochester, NY 14620

(Section Break)

Employment History

List below all present and past employment for the last ten (10) years starting with your most recent employer. Account for all periods of unemployment. You must complete this section even if attaching a resume.

Name of Employer	Rogers Behavioral Health
Address	34700 Valley Rd, Oconomowoc, WI 53066 (main location, I am a remote worker based in Palmdale)
Type of Business	Healthcare/Hospital System
Telephone Number	(262) 646-4411
Your Supervisor's Name	Dr. Jerry Halverson
Your Position and Duties	Medical Director of Clinical Informatics: Inaugural Medical Director of Clinical Informatics, fulfilling an unmet need for physician leadership in technology development and integration. Reporting to the Chief Strategy Officer, this role includes evaluating the technological landscape and developing strategies for implementing technologies to achieve Rogers strategic goals focusing on decreasing staff burnout, increasing efficiency, and increasing system revenue. This role is also the primary point of contact for any concerns/requests from both internal and external sources regarding medical informatics and clinical technologies and has decision-making capacity for the organization via steering committees. Child, Adolescent, & Adult Psychiatrist, Regional Services As an attending psychiatrist, this position includes evaluating and managing child, adolescent, and adult patients in partial hospitalization (PHP) and intensive outpatient (IOP) programs via telemedicine. This includes the design and execution of treatment plans, prescribing medications, and managing interdisciplinary teams to deliver quality patient care. All Rogers programs are within scope, to include OCD/Anxiety, depression recovery, general behavioral health, eating disorders, and addiction recovery. Responsible for supervision and coordination

	of care across multiple levels of providers, to include behavior specialists, therapists, and nurses. Additional responsibilities include supervision for collaborating nurse practitioners and responding to media requests.
Major Accomplishments	Led and implemented system changes in the electronic medical record; incorporated AI into clinical workflows to improve documentation accuracy and staff burden; maintaining regulatory requirements of all clinical technology systems; selected and deployed technology tools to allow for hybrid programming; see CV for additional details
Dates of Employment	
From	10/1/2018
To	2/11/2026
Reason for Leaving	Still employed here
Upon leaving, were you eligible for rehire?	Yes
	(Section Break)
Name of Employer	University of Wisconsin School of Medicine & Public Health, UW Health
Address	750 Highland Ave, Madison, WI 53726
Type of Business	University Hospital System
Telephone Number	(608) 263-4900
Your Supervisor's Name	Dr. Art Walaszek
Your Position and Duties	Psychiatry Resident (physician training) Child and Adolescent Psychiatry Fellow (advanced physician training)
Major Accomplishments	COVID-19 Response: Provider Forms and Documentation Workflow Working Group. Provided clinical and Epic EMR expertise for deploying remote document management/signing for the department due to the rapid transition to virtual work. UW Health Physician Working Group on Managing Bias in Patient Experience Survey Data. This was an institutional response to a system-wide issue regarding racial bias in patient experience surveys and resulting staff inequities. UW Health Secure Chat Project. This group was tasked with deploying a secure chat capability throughout the health system

	that was compatible with Epic EMR and aligned with security protocols for both institutional and BYO devices. UW GME Superuser. Responsible for being the first point of contact for the Department of Psychiatry regarding the Epic EMR, creating department-wide solutions, and providing education. UW Health Medical Records Committee - GME Representative. Represented Graduate Medical Education stakeholders regarding strategy and decision-making about all aspects of clinical documentation. Madison, WI Veterans Administration Hospital: Used knowledge of CPRS and clinical workflows to develop and institute an EMR driven hand-off for inpatient and consultation-liaison psychiatry at the Madison VA Hospital.
Dates of Employment	
From	6/17/2015
To	6/30/2020
Reason for Leaving	Graduated from the training program.
Upon leaving, were you eligible for rehire?	Yes
	(Section Break)
Name of Employer	*Field not completed.*
Address	*Field not completed.*
Type of Business	*Field not completed.*
Telephone Number	*Field not completed.*
Your Supervisor's Name	*Field not completed.*
Your Position and Duties	*Field not completed.*
Major Accomplishments	*Field not completed.*
Dates of Employment	
From	*Field not completed.*
To	*Field not completed.*

Reason for Leaving	*Field not completed.*
Upon leaving, were you eligible for rehire?	Yes

(Section Break)

References

List below three persons not related to you who have knowledge of your civic activity within the last three years.

Name	Dr. Jerry Halverson
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Occupation	Chief Medical Officer, Rogers Behavioral Health
Telephone Number	[redacted]
Number of Years Acquainted	10

(Section Break)

Name	Dr. Brian Lewis
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Occupation	Chief Medical Officer, Twin Cities Physicians
Telephone Number	[redacted]
Number of Years Acquainted	10

(Section Break)

Name	Dr. Sabrina Reed
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Occupation	Associate Vice Chair of Education, Department of Psychiatry, UCLA David Geffen School of Medicine
Telephone Number	[redacted]
Number of Years Acquainted	10

(Section Break)

Please read carefully, initial each paragraph and sign below:

I hereby certify that the answers given by me on this application are true and correct to the best of my knowledge, and that I have not withheld any information that might adversely affect my chances for appointment. I understand that any misstatement or omission of fact on this application or any documents used to obtain an appointment may result in rejection of this application or immediate discharge if I am appointed, regardless of the time elapsed before discovery of the misstatement or omission. I further certify that I, the applicant, have personally completed this application.

Initials	GWY

I hereby authorize the City of Palmdale to investigate my references, prior employers, work record, education, and other matters related to my suitability for appointment and further, authorize the references I have listed, all prior employers, and all educational institutions attended, to disclose to the City of Palmdale any and all letters, reports, and other information related to my records, including, but not limited to, my performance reviews and evaluations, discipline, commendations, awards, and all other employment information, without giving me prior notice of such disclosure. By providing this page of the application to the references, prior employers, and educational institutions attended, I release them, to the fullest extent permitted by law, from any and all claims, demands,

fees, and liabilities for providing the City of Palmdale with all information. I release the City of Palmdale, its agents, employees, and representatives, to the fullest extent permitted by law, from any and all claims, demands, fees, and liabilities that may result from any use or disclosure of such information by the City of Palmdale, or any of its agents, employees, and representatives.

Initials	GWY

I further understand and agree that as a condition to being appointed to the Planning Commission, I will be required to agree to conduct myself in accordance with the City of Palmdale's personnel practices and policies as set forth in the Human Resources Rules, the Brown Act, the Public Records Act, and the EIFD Rules of Procedures, copies of which I will be provided and will review prior to accepting an appointment to the EIFD. To the fullest extent permitted by law, I expressly consent to and I waive any rights of privacy I might otherwise have in connection with the City's Human Resources Rules in general and the above-described sections in particular.

Initials	GWY

I understand that as part of the final selection process, I will be required to pass a livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for this EIFD position and that such information collected during the check will be kept confidential.

Initials	GWY

(Section Break)

Volunteer Information

REASONABLE ACCOMMODATIONS	No
Foreign Language	Korean
Do you?	Speak, Read , Write
Foreign Language	*Field not completed.*
	Field not completed.

Do you?	
Specialized training/skills:	See attached CV Board Certified Physician in clinical informatics, psychiatry, and child & adolescent psychiatry AI Startup Advisor - Fundraising, strategy, market analysis, product development Certified Firefighter I, serving 16 years in various volunteer and part-time departments Past DoD certifications in basic combat medicine, carbine, and pistol. Certified Volunteer Administrator (DAVA)
Computer Skills	Word, Excel, PowerPoint, Other
Other	Miro, Asana, Jira, ServiceNow, Workday, SQL (limited)
	(Section Break)

In Case of Emergency

Whom should we notify?

Name	[redacted]
Relationship to Applicant	[redacted]
Home Phone	[redacted]
Work Phone	*Field not completed.*
Physician's Name	[redacted]
Phone:	[redacted]
Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)	[redacted]
	(Section Break)

AUTHORIZATION AND RELEASE

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the Authorization and Release set forth on this day	2/11/2026
Electronic Signature Agreement	I agree.
Electronic Signature	Gene W. Yang
Applicants are encouraged to attach a resume.	[redacted]

Email not displaying correctly? View it in your browser.

Gene W. Yang, MD, MBA, FAPA

Rogers Behavioral Health
420 N. Wiget Lane, Building 2
Walnut Creek, CA 94598

[redacted]

Office: p: (925) 266-8800 f: (925) 266-8801
Personal c: [redacted]

[redacted]

Experience

Oct 2025 - Present
Southwest Healthcare Medical Education Consortium - Palmdale, CA
Internal Medicine Residency Faculty
Primary faculty addressing internal medicine resident education on behavioral health, ethics, quality improvement, and health informatics at the Palmdale Regional Medical Center training location.

- Jan 2026: Assisted in addressing hospital-wide concerns regarding poor adherence with internal communication standards. Presented relevant faculty development lectures and Grand Rounds. Coordinated with UHS HIM to increase program adherence with IT policy standards.

Sept 2023 - Present
Phenoml, Inc. - Wexton, MA
Advisor
Advising this startup on science, design, product roadmap, and growth. Guided the transition from a DTC mental health product to the current solution that provides a novel ability for healthcare organizations and practices to easily integrate powerful AI tools for communicating between back-end software architecture as well as support CDS and utilization management. Achieving increasing MRR and DAU/MAU.

Apr 2025 - Present
Rogers Behavioral Health (RBH) - Multiple Locations Nationwide
Medical Director of Clinical Informatics, System Leadership
Inaugural Medical Director of Clinical Informatics, fulfilling an unmet need for physician leadership in technology development and integration. Reporting to the Chief Strategy Officer, this role includes evaluating the technological landscape and developing strategies for implementing technologies to achieve Rogers strategic goals focusing on decreasing staff burnout, increasing efficiency, and increasing system revenue. This role is also the primary point of contact for any concerns/requests from both internal and external sources regarding medical informatics and clinical technologies and has decision-making capacity for the organization via steering committees.

July 2020 - Present **Child, Adolescent, & Adult Psychiatrist, Regional Services**
As an attending psychiatrist, this position includes evaluating and managing child, adolescent, and adult patients in partial hospitalization (PHP) and intensive outpatient (IOP) programs via telemedicine. This includes the design and execution of treatment plans, prescribing medications, and managing interdisciplinary teams to deliver quality patient care. All Rogers programs are within scope, to include OCD/Anxiety, depression recovery, general behavioral health, eating disorders, and addiction recovery. Responsible for supervision and coordination of care across multiple levels of providers, to include behavior specialists, therapists, and nurses.

Additional responsibilities include supervision for collaborating nurse practitioners and responding to media requests.

May 2023- Mar 2025 **Physician Lead for Strategy and Innovation**
System strategy and clinical informatics role that was subsumed and superseded by the new role of Medical Director of Clinical Informatics.

Aug 2022 - May 2023 **Physician Innovations Lead, Clinical Innovations** - Oconomowoc, WI
Leverage clinical perspectives to explore and develop digital innovations that are in alignment with the mission and values of RBH in service of improving/expanding clinical care. This includes developing a strategic plan and to assist in executing that vision with measurable outcomes related to quality of care, volume served, efficiency, and financial value. Additionally, developing and maintaining a communication plan to engage medical staff and other clinical stakeholders to ensure that feedback is dynamic so that all parts of Rogers feel heard and have buy-in regarding Clinical Innovations products and initiatives. After leadership changes, Clinical Innovations responsibilities were redistributed to other areas of the organization (Telehealth and Digital Transformation Value Streams).

- Successfully completed market analysis, due diligence, and contract evaluation leading to new technology acquisition that is currently a core part of the Rogers telemedicine product.

Oct 2018 - June 2020 **Child & Adolescent Psychiatrist (part-time), Inpatient Services**
Evaluated and managed child and adolescent patients on an acute inpatient unit. Designed and executed treatment plans, prescribed medications, and managed an interdisciplinary team. 10 hours/month.

University of Wisconsin - Madison, WI

Sept 2020 - Present **Clinical Adjunct Assistant Professor, Department of Psychiatry, School of Medicine and Public Health**
Direct and teach CAPII child fellowship rotations in pediatric addiction psychiatry and telemedicine. Delivering regularly scheduled lectures to

residents and fellows throughout the academic year. Other responsibilities include resident/fellow supervision.

May 2009 - June 2020 — Employment break for return to full-time education, to include medical residency and fellowship training.

SAIC, Inc. - McLean, VA

Dec. 2008 - Apr 2009 — **Research Analyst, Mission Support Business Unit**
Directly recruited from GDIT to consult on United States Intelligence Community (IC) operations in East Asia. Responsible for evaluating IC programs for counterintelligence concerns and providing support to IC field operations. All accomplishments with regard to this work remain classified by the US government Security clearances: Top Secret/Sensitive Compartmented Information (TS/SCI)

General Dynamics Information Technology (GDIT) - Fairfax, VA

Jul 2008 - Dec. 2008 — **Project Lead, Intelligence Solutions Division**
Supervised a team that served as a referent on counterintelligence issues and counterproliferation operations for an organization in the US Intelligence Community. (TS/SCI)

- Led the development of a standard operating procedure for a mission-critical counterintelligence project.
- Provided counterintelligence analysis for a National Intelligence Estimate (2008).
- All other accomplishments with regard to this work remain classified by the US government

July 2007 - July 2008 — **Field Engineering Associate, Intelligence Solutions Division**
Served as a counterintelligence referent on counter-proliferation operations for an organization in the US Intelligence Community. Leveraged cross-cultural acumen, emerging technologies, data analysis, and interpersonal skills to ensure validity of intelligence products. (TS/SCI)

- Provided counterintelligence analysis for a National Intelligence Estimate (2007)
- All other accomplishments with regard to this work remain classified by the US government

AmeriCorps – Wilmington, DE

Oct. 2006 - Oct. 2007 — **Volunteer, Emergency Services Corps** via YMCA of DE
Recruited volunteers for New Castle County emergency services and provided fire/medical emergency services as a firefighter/EMT for the city of Hockessin, DE.

Education & Medical Training

Jul 2018 - Jun 2020	**Fellowship in Child & Adolescent Psychiatry** School of Medicine & Public Health, University of Wisconsin (UW) - Chief Fellow 2019-2020	Madison, WI
Jun 2015 - Jun 2018	**Residency in Psychiatry** School of Medicine & Public Health, University of Wisconsin - Fast-tracked to Child & Adolescent Psychiatry Fellowship	Madison, WI
Aug 2010 - Jul 2015	**Doctor of Medicine** School of Medicine & Dentistry, University of Rochester (URSMD) - URSMD Honor board - Safety Advisor; URSMD International Programs	Rochester, NY
Aug 2012 - Oct 2013	**Master of Business Administration** Simon Business School, University of Rochester - Concentration in Health Sciences Management	Rochester, NY
May 2009 - May 2010	**Post-Baccalaureate Premedical Program** Bryn Mawr College	Bryn Mawr, PA
Sep 2003 - May 2006	**Bachelor of Arts** University of Pennsylvania, School of Arts and Sciences - Major in Sociology - Concentration in Deviance & the Sociology of Law - Concentration in Structures of Opportunity & Inequality - Minor in Urban Studies	Philadelphia, PA
Jul 2002	**Honorable Discharge, United States Army** United States Military Academy, Corps of Cadets - Injured during Cadet Basic Training and discharged from the US Army (DD-214)	West Point, NY
July 1995 - May 2003	**Associate of Arts (2002)** Antelope Valley College - Graduated concurrently with high school in 2002 and returned to take classes after discharge from the US Army	Lancaster, CA

Appointments, Certifications, Licensures, and Skills

Medicine

Fellow, American Psychiatric Association — Jan 1, 2026

Diplomate, American Board of Psychiatry and Neurology
- General Psychiatry — Sep 19, 2019
- Child Psychiatry — Sep 14, 2020

Milwaukee School of Engineering - Milwaukee, WI — Sep 2023 - Present
Preceptor, PMHNP Program, MSOE School of Nursing

Rogers Behavioral Health Medical Staff Executive Committee — Nov 2021 - Oct 2022
- Early Career Member at Large

University of Wisconsin-Milwaukee - Milwaukee, WI — Jan 2021 - Dec 2021
Adjunct Clinical Faculty, UWM College of Nursing

Maryville University - St. Louis, MO — May 2021 - Dec 2022
Preceptor, Nurse Practitioner Program

University of Cincinnati - Cincinnati, OH — Sep 2020 - Jul 2021
Preceptor, College of Nursing, Nurse Practitioner Program

State Medical Licenses (active and unrestricted)
- California
- Colorado
- Georgia
- Illinois
- Minnesota
- Tennessee
- Washington
- Wisconsin (IMLC Primary)

BLS (AHA) — Current

DEA Prescriber License (CA, IL, WI) — 2016 - Present

DEA DATA Buprenorphine Physician Waiver — June 15, 2018

Clinical EMR Experience: Epic, Cerner, PointNClick, CPRS

Physician Builder Basic (Epic Systems Corporation) — 2019

Compassion Resilience Toolkit Training — Jan 2021

Emergency Services

Fire Officer I (NFPA)	2018
Firefighter I/II (NBFSPQ)	2007
Wildland Firefighter I (USFS)	2007

Miscellaneous

Basic Combat Medicine; Carbine/Sidearm qualification (DoD)	2007
CERT (Community Emergency Response Team) Trainer (DHS)	2006
Volunteer Administrator (DAVA)	2006
EMT-B (NREMT)	2006 - 2008

Active Clinical Privileges

Rogers Behavioral Health
Rogers Memorial Hospital

Selected Professional Activities

RBH Physician Technology Steering Committee (previously Digital Transformation Value Stream Steering Team). June 2022 - Aug 2025

Executive committee intended to coordinate all activities related to provider facing technologies. This committee subsumed the Digital Transformation and Practice Management Value Streams. Responsibilities include development and deployment of all hardware and software/EMR solutions as well as ongoing innovation. Primary role is to provide clinical and informatics expertise as a member of the primary decision-making body for the planning and execution of Rogers Strategic Goals relating to all clinical and back-end technologies that affect providers. Primary responsibilities are related to Oracle Health, telehealth technologies, and technology deployments.

- Cerner Steering Team: responsible for creating immediate and future system requirements, then

coordinating long-term strategy with vendor to direct product development.

Succeeded by the Health Informatics Advisory Group

Product Owner and Clinical Champion, Oracle Cerner Clinical Digital Assistant and transition to cloud.	Sept 2024 - Present
Product Owner and Clinical Champion, UHS Crossings EMR implementation. Updating system note templates and provider workflows. Interdisciplinary effort, working with compliance/legal to ensure that best practices for medical and regulatory systems are applied.	Jan 2025 - Present
Product Owner and Clinical Champion, Microsoft/Nuance DAX CoPilot. Pilot program to test AI ambient listening technologies to address documentation deficiencies and prevent provider burnout.	Mar 2024 - Present
Product Owner, Coding and Documentation Guidelines. Attempting to standardize note language to decrease misbilling and decreasing burnout by allowing greater predictability for providers regarding wRVU and maximizing revenue.	Mar 2024 - Present
Oracle Clinical Digital Assistant Behavioral Health Client Development Program. Working group of select international Cerner clients to evaluate and direct AI product development.	Apr 2024 - Aug 2024
Long-term care eRx working group. Interdisciplinary group created to address ongoing issues with medication prescribing, delivery, and administration on residential units. Created new workflows, Cerner product modifications, and pharmacy contracting to improve patient safety.	Apr 2024 - Jul 2024
RBH Telehealth Steering Team. Successor endeavor to Clinical Innovations, leveraging clinical and business expertise for new product line development. The project is a primary Rogers Strategic Goal. Direct responsibilities include ensuring appropriate safety planning is in place for patients and staff, marketing and brand development, patient experience, and emergency planning. - Patient Experience: Primary responsibility for patient and staff-facing technologies, vendor selection, branding, curriculum delivery, and technical support.	May 2022 - June 2023

- Patient Safety: Ensuring initial product design and appropriate use of technology to standardize protocols for maintaining safety.

Project Owner, Clinical Innovations Vertical Value Stream; Improving Virtual Care, Virtual Care Tools & Technology. working to ensure all staff have the physical tools, training, and expectations for virtual care. In depth analysis of home work environments, comfort/knowledge of technology, technology selection, vendor selection, and cost management.	Sep 2022 - Nov 2022
Process Owner, Rogers Behavioral Health Rapid Improvement Event, Efficiency Experts, Practice Management Value Stream RIE 4.25. Created a solution via Standard Work and use of existing tools to create an organization-wide process to standardize requests to change the EMR and include increased provider input. Provider well-being was the primary target for improvement, measured quarterly.	Jun 2022- Nov 2022 Event: July 2022
PDCA; Developing opportunities for medical staff education and enrichment. Developed a weekly support meeting and structure for implementing Grand Rounds.	Sept 2022
Team Member, Rogers Behavioral Health Rapid Improvement Event, Efficiency Experts, Practice Management Value Stream RIE 4.23. Project to address work/life balance, decreasing the time spent doing administrative duties.	Mar 2022
Physician on-call, Behavioral Specialist Clinical Documentation, PHP/IOP Value Stream Rapid Improvement Event 7.18	Oct 2021
Process Owner, Rogers Behavioral Health Rapid Improvement Event, Documentation Requirements: New Coding. Practice Management Value Stream RIE 4.21. A system-wide project to address the 2021 CPT changes and ensure accurate coding	May 2021- Oct 2021 Event June 2021
Team Member, Rogers Behavioral Health Rapid Improvement Event, Centralized Review RIE 2.0. Developed Standard Work to improve the patient intake process. Goals included decreased patient wait times, improved fitment of patient/program, and streamlined methods for provider feedback to address a source of burnout.	Mar 2021

Rogers Behavioral Health Emergency Response Team - North Region. An effort to create a standardized safety plan and response for increasing safety outside of clinic hours.	Dec 2020-Mar 2021
Rogers Behavioral Health Suicide Prevention Workflow Pilot. Served as the attending in piloting a statewide workflow change in Wisconsin to address situations where intake suicide assessments differ from physician suicide assessments and to address urgent suicide risks based on previous outcome metrics.	Sep 2020-Mar 2021
Wisconsin Council on Child & Adolescent Psychiatry Travel Award.	Oct 2019

University of Wisconsin GME: Selection of Committees and Activities

- COVID-19 Response: Provider Forms and Documentation Workflow Working Group. Provided clinical and Epic EMR expertise for deploying remote document management/signing for the department due to the rapid transition to virtual work.	May 2020
- UW Health Physician Working Group on Managing Bias in Patient Experience Survey Data. This was an institutional response to a system-wide issue regarding racial bias in patient experience surveys and resulting staff inequities.	Feb 2020
- UW Health Secure Chat Project. This group was tasked with deploying a secure chat capability throughout the health system that was compatible with Epic EMR and aligned with security protocols for both institutional and BYO devices.	Sep 2019 - Feb2020
- UW GME Superuser. Responsible for being the first point of contact for the Department of Psychiatry regarding the Epic EMR, creating department-wide solutions, and providing education.	Sep 2019 - Feb 2020
- UW Health Medical Records Committee - GME Representative. Represented Graduate Medical Education stakeholders regarding strategy and decision-making about all aspects of clinical documentation.	Aug 2018 - June 2020
- Madison, WI Veterans Administration Hospital: Used knowledge of CPRS and clinical workflows to develop and institute an EMR driven hand-off for inpatient and consultation-liaison psychiatry at the Madison VA Hospital.	Sep 2015 - Dec 2015

UW Health Clinical Policy Committee, GME Representative (alt)	Aug 2017 - June 2020
Building Community Subcommittee, UWSMPH Climate Improvement Leadership Steering Committee	Aug 2018 - June 2019
UW Child & Adolescent Psychiatry Fellowship Program Evaluation Committee	Jul 2018 - June 2020
UW Child & Adolescent Psychiatry Fellowship Fellow Selection Committee	Jul 2018 - June 2020
Coordinated legal guidance regarding EMR auditing for the psychiatry residency program.	May 2018
UW Health GME Diversity & Inclusion Task Force, Member	Dec 2017 - June 2018
UW Psychiatry Residency Program Evaluation Committee, PGY2 representative	Jul 2016 - Jun 2017
Dr. Edmund D. McGarry Memorial Fellowship, Simon Business School	2012
United States National Defense Service Medal (US Army)	2002

Presentations, Publications, and Teaching Activities

Garrison SR, Siegel IJ, Takala CR, Vaithilingam SL, Yang GW, Zoghbi AW, Hartig MM, Vadapalli S, Anderson ME. Bridging psychiatry and rare genetic diseases: a scoping review of therapeutic strategies and diagnostic delay paired with healthcare economic burden analysis. Orphanet J Rare Dis. 2025 Aug 1;20(1):393. doi: 10.1186/s13023-025-03941-8. PMID: 40750893; PMCID: PMC12315305.	8/1/2025
Rogers National Webinar: “Bullying.” A nationwide presentation targeting psychologists that is certified for CE credits. Co-presenter: Kristin Miles, PhD.	11/9/2023
Video Media Interview, Bay Area KGO ABC7 News, San Francisco, CA; 11 pm broadcast.	1/13/2023
Video Media Interview, Green Bay NBC 26, Green Bay, WI, <https://www.nbc26.com/news/local-news/how-to-talk-to-your-child-about-school-shootings>	5/25/2022

<https://www.facebook.com/NBC26GreenBay/videos/10738
54069874454>

Text Media Interview, Wellframe. <https://www.wellframe.com/member-resource/sober-curious-how-to-hit-pause-on-drinking-alcohol/>	May 2022
Video Media Interview, Green Bay Fox 11, Green Bay, WI, <https://fox11online.com/news/crime/taylor-schabusiness-meth-drugs-murder-homicide-death-body-dismemberment-crime-shad-thyrion-green-bay-wisconsin>	3/4/2022
Text Media Interview, Green Bay Press-Gazette, Green Bay, WI. "Green Bay woman accused of strangling, decapitating man told police she was on meth. How does that drug make people so violent?" Doug Schneider.	3/3/2022
Video/Text Media Interview, Channel3000, Madison, WI. "Beating the post-holiday slump: psychiatrist provides tips." <https://www.channel3000.com/beating-the-post-holiday-slump-psychiatrist-provides-tips/>	1/5/2022
Presenter, Herzing University, Healthcare students and staff, "Video Games: an orientation to avoid being a n00b."	Mar 2022
University of Wisconsin Department of Psychiatry Education Series. "Video Games: an orientation to avoid being a n00b."	June 2021
Presenter, Madison Metropolitan School District, support staff and teachers, "Anxiety in Schools."	Oct 2020
Presenter, Wisconsin Psychiatric Association Fall Conference, "Tools and Platforms to Improve your Telehealth Practice," Virtual Conference (due to the COVID-19 pandemic).	Sept 2020
Video Games and Mental Health, Presented to:	
- UW Psychiatry Residency	Apr 2021
- The Rainbow Project	Apr 2020
- Madison Metropolitan School District	Jan 2020
- UW Child & Adolescent Psychiatry Teaching Clinic	Oct 2018 (recurs yearly)
Firearms and Medicine, Presented to:	
- The Rainbow Project	June 2020
- UW Pediatrics Morning Report	Mar 2019
- UW Internal Medicine Morning Report	Feb 2019; Sep 2018
- UW Child & Adolescent Psychiatry Teaching Clinic	Oct 2017 (recurs yearly)

Lecturer, The Rainbow Project, “Pediatric Psychopharmacology Primer.	May 2020
Lecturer, Madison VA Hospital, Interprofessional Education Program. Pharmacological Treatments for Adults with Attention Deficit Hyperactivity Disorder.	May 2020 - May 2024
Lecturer, Madison VA Hospital, Interprofessional Education Program. Pharmacological Treatments for Adults with Autism Spectrum Disorder.	May 2020 (recurs yearly)
Lecturer, The Rainbow Project, “Telemedicine Primer.”	April 2020
Lecturer, UWSMPH Doctor of Physical Therapy Program. Mood disorders and suicidality.	Feb 2020; Feb 2019; Feb 2018; Mar 2017
Instructor, UWSMPH Mind & Motion Course, Medium Group	Oct 2017; Oct 2018; Apr 2020
Initiated and led a firearms orientation and safety presentation for residents/clinicians	Oct 2015 - June 2020
Senior Case Conference, UW Psychiatry Continuing Medical Education, “I’ll play ‘till I die: Video Games as a Mental Health Phenomena”	Nov 2019
Presenter, Wisconsin Psychiatric Association Fall Conference, “How to talk with you patients about guns and gun safety,” Milwaukee, WI	Sep 2019
UW Psychiatry Residency Journal club presentation "Ayahuasca as a potential treatment for depression"	July 2018
Quality Improvement Grand Rounds Presentation, “Evaluating provider communication on the inpatient psychiatric unit”	June 2018
Presenter, UW Psychiatry Morbidity and Mortality Conference	June 2018; July 2017
Presenter, “Mental Health and the 2nd Amendment,” WI DHS Wisconsin Public Psychiatry Network Teleconference. - Audience of 1000+ mental health and allied providers statewide	Feb 2018
Case Presentation, Wisconsin Psychiatric Association Annual Meeting, Kohler, WI, “A Consultant Seizes the Day”	Sep 2017

Guest speaker on WUWM Milwaukee Public Radio, “Mental health benefits of Pokemon GO” — Aug 2016

University of Rochester School of Medicine Poster Presentation — 2011
- Sexually Transmitted Infection Awareness and Motivations of Sex Workers in the Republic of Korea.

Service Activities

American Red Cross, Disaster Cycle Services — Nov 2019 - Jul 2021
- Disaster Mental Health Team, SW Chapter, WI

Middleton Fire District (MIFD) - Middleton, WI — Aug 2017 - Jul 2021
- Firefighter

MEDiC Safe Haven Free Clinic (UWSMPH) - Madison, WI — Jul 2017 - Jul 2021

West Brighton Fire Department (WBFD) - West Brighton, NY
- Lieutenant — Dec 2011 - May 2015
    - Drafted and implemented the WBFD Standard Operating Guidelines for Emergency Medical Services to meet Monroe & Livingston Counties Regional EMS council (MLREMS) requirements.
- Firefighter — Mar 2010 - Dec 2011

Hockessin Fire Company - Hockessin, DE — Oct 2006 - Oct 2007
- Firefighter

Professional Society Memberships

American Medical Association

Fellow, American Psychiatric Association (Fellowship Awarded 2026)

American Academy of Child and Adolescent Psychiatry (AACAP)

Southern California Psychiatric Society

Southern California Society of Child & Adolescent Psychiatry

American Medical Informatics Association (AMIA)

Healthcare Information and Management Systems Society (HIMSS)

Hobbies & Interests

Interviewer, University of Pennsylvania Undergraduate Admissions	Tae Kwon Do, Black Belt
Saxophone	Legos, Star Wars Legos.
Snowboarding, cross-country skiing	Shooting, Ranked Sharpshooter (rifle)
Eagle Scout, Boy Scouts of America	Overwatch, Marvel Rivals, Elite Dangerous, technology early adopter, ergomechanical keyboards, virtual reality, augmented reality, drone flying, and anything Star Wars related (I'm still mourning the loss of canon… Legends is still the best!)

City Council Staff Report

DATE: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **DEPARTMENT OF HUMAN RESOURCES**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2026-017, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, ESTABLISHING A NEW EMPLOYEE BARGAINING UNIT, THE PUBLIC WORKS MAINTENANCE DIVISION SUPERVISORY AND CONFIDENTIAL UNIT, AND RECOGNITION OF TEAMSTERS UNION LOCAL 986 AS THEIR EXCLUSIVE REPRESENTATIVE**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2026-017, a Resolution of the City Council of the City of Palmdale, establishing a new bargaining unit, the Public Works Maintenance Division Supervisory and Confidential Bargaining Unit, including the classifications of Superintendent, Analyst, and Administrative Assistant; excluding the Office Assistant classification; and, further, recognizing Teamsters Union Local 986 as the exclusive representative for the newly formed unit.

BACKGROUND

The City of Palmdale is subject to the Meyers-Milias-Brown Act (MMBA), which provides employees with the right to representation regarding wages, hours, and other terms and conditions of employment. In accordance with these provisions, the City received a formal request from the California Teamsters, Local 986, ("Teamsters") to include employees in the Public Works Maintenance Division employed in the classifications of Superintendent, Analyst, Administrative Assistant, and Office Assistant in the existing bargaining unit composed of those Department of Public Works Maintenance Division classifications identified in Section 1.02 of the current Memorandum of Understanding ("MOU" between the Teamsters and the City). In the alternative, the Teamsters proposed creating a separate unit of these proposed classifications. The Teamsters' request was accompanied by 'representation petitions' signed and dated by the employee incumbents in the proposed classifications, authorizing the Teamsters to serve as their 'sole and exclusive representative for collective bargaining'. The

Teamsters also requested that the City's Human Resources (HR) Department review the job classifications and criteria for determining unit classifications.

Upon receiving this request, staff conducted an evaluation of the classifications listed, Superintendent, Analyst, Administrative Assistant, and Office Assistant, to determine whether they share a sufficient community of interest in accordance with the MMBA, for inclusion in the current bargaining unit. The review considered job duties, organizational structure, working conditions, and supervisory responsibilities.

DISCUSSION

Based on the job analysis assessment, HR staff determined that the Superintendent, Analyst, and Administrative Assistant classifications are aligned in their supervisory and administrative functions within the Maintenance Division of the Public Works Department. Their duties and organizational roles demonstrated a shared community of interest that was more appropriate for establishing a separate bargaining unit for the Public Works Maintenance Division Supervisory and Confidential staff classifications, rather than for inclusion in the existing Teamsters bargaining unit.

The review also found that the Office Assistant classification differs substantially in job function and organizational alignment. The Office Assistant classification performs clerical and administrative functions that do not align with the supervisory and operational duties. Additionally, this role does not involve access to confidential information, further supporting exclusion from this new unit. For this reason, it is more appropriately placed within the existing Public Works Maintenance Division employee bargaining unit rather than in the proposed new unit.

As required under the applicable provisions of the MMBA, City representatives met with the Teamsters bargaining unit representatives on four (4) occasions regarding the Union's requests to modify the existing bargaining unit or create a separate bargaining unit. The City and the Teamsters have agreed to the creation of a new bargaining unit to be represented by Teamsters, Local 986.

Establishing the Public Works Maintenance Division Supervisory and Confidential Unit will help clarify supervisory structures and support effective labor relations. Recognizing Teamsters Union Local 986 as their exclusive representative will allow these employees to engage in collective bargaining that reflects the unique needs of the Maintenance Division's supervisory and administrative staff.

FISCAL IMPACT

$0; There is no immediate fiscal impact associated with establishing the bargaining unit or recognizing the exclusive representative. Future negotiations under a Memorandum

of Understanding (MOU) may include fiscal components, which will be presented to the City Council for approval as needed.

STRATEGIC PLAN

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

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

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:	Yvette Barrios, Director of Human Resources
Certified as to availability of Funds:	Janelle Samson, Deputy City Manager
Approved by:	Salvador Mendez, City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Reso. No. CC 2026-017

CITY COUNCIL

CITY OF PALMDALE, CALIFORNIA

RESOLUTION NO. CC 2026-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ESTABLISHING A NEW EMPLOYEE BARGAINING UNIT, THE PUBLIC WORKS MAINTENANCE DIVISION SUPERVISORY AND CONFIDENTIAL UNIT, AND RECOGNITION OF TEAMSTERS LOCAL 986 AS THEIR EXCLUSIVE REPRESENTATIVE

WHEREAS, the City of Palmdale ("City) is a public agency subject to the provisions of the Meyers-Milias-Brown Act (California Government Code Sections 3500–3511), which provides public employees the right to representation in matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, the City currently recognizes the California Teamsters, Local 986, (Teamsters) as the exclusive bargaining representative of City employees employed in certain job classifications within the Maintenance Division of the City's Public Works Department; and

WHEREAS, the Teamsters proposed that additional employee classifications within the Public Works Maintenance Division be included as members of the existing bargaining unit or, in the alternative, recognize a separate bargaining unit represented by the Teamsters; and

WHEREAS, the Teamsters submitted to the City signed representation petitions of the proposed Public Works Maintenance Division employees to be represented by the Teamsters, authorizing the Teamsters to serve as their sole and exclusive representative for collective bargaining purposes under the MMBA; and

WHEREAS, the petitions provided the signatures of Public Works Maintenance Division employees in the classification(s) of Superintendent, Analyst, Administrative Assistant, and Office Assistant requesting to be exclusively represented by the Teamsters;

WHEREAS, based upon a job analysis of the proposed classifications by the City's Human Resources Department, the criteria for determining appropriate bargaining units under the MMBA, and further discussions with the Teamsters regarding its proposals, City staff recommended and the Teamsters agreed to the creation of a new bargaining unit, the Public Works Maintenance Division Supervisory and Confidential Employees unit; and

WHEREAS, by this Resolution, the City Council of the City of Palmdale will establish a separate employee bargaining unit for the purpose of collective bargaining

and maintaining effective labor relations, and that this bargaining unit will be exclusively represented by the Teamsters, Local 986; and

WHEREAS, the City Council finds it appropriate to establish a new bargaining unit consisting of certain supervisory and administrative classifications within the Public Works Maintenance Division; and

WHEREAS, the City Council finds that establishment of a separate bargaining unit for these classifications supports effective supervision, operational efficiency, and the orderly administration of City services, such that the unit is appropriate for representation purposes; and

WHEREAS, the City Council further finds that the Office Assistant classification does not share a sufficient community of interest, including similarity of duties, skills, working conditions, and organizational relationships with Public Works Maintenance Division Supervisory and administrative staff, and therefore should be excluded from the new bargaining unit. Instead, will join the existing employee bargaining unit; and

WHEREAS, the City finds that establishing the new bargaining unit and recognizing the exclusive representative will promote stable labor relations consistent with the purposes of the Meyers-Milias-Brown Act.

NOW THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF PALMDALE HEREBY DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDERS AS FOLLOWS:

Section 1. Recitals Incorporated
The Recitals set forth above are true and correct and are hereby incorporated into these findings and directives.

Section 2. Establishment of Bargaining Unit
A new bargaining unit is hereby established and designated as the Public Works Maintenance Division Supervisory and Confidential Unit.

Section 3. Included Classifications
The Public Works Maintenance Supervisory Unit shall consist of Superintendents, Analysts, and an Administrative Assistant within the Public Works Maintenance Division Supervisory and Confidential Unit.

Section 4. Excluded Classification
The Office Assistant classification is specifically excluded from the Public Works Maintenance Division Supervisory and Confidential Unit. However, instead, they will join the existing employee bargaining unit. Additional confidential, managerial, or other classifications may be excluded as determined by the City, consistent with applicable law and personnel rules or policies.

Section 5. Recognition of Exclusive Representative

The City hereby recognizes the Teamsters Union Local 986 as the exclusive employee representative for all employees in the above-described bargaining unit(s) for purposes of meeting and conferring regarding wages, hours, and other terms and conditions of employment in accordance with the provisions of the Meyers-Milias-Brown Act.

Section 5. Implementation

The City Manager or designee is authorized and directed to take all necessary actions to implement this Resolution, including recognition procedures, labor relations administration, and coordination with Teamsters Local 986, if applicable.

Section 6. Severability

If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

Section 7. Effective Date

The City Clerk shall certify to the adoption of this resolution and shall take effect immediately upon adoption.

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PASSED, APPROVED and **ADOPTED** this 7th day of April, 2026.

_____
Eric Ohlsen, Mayor

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 7th day of April, 2026 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **APRIL 7, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **ADOPT ORDINANCE NO. 1667, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE, APPROVING ZONING ORDINANCE AMENDMENT NO. 26-0002 TO MODIFY REQUIREMENTS RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO ENSURE COMPLIANCE WITH STATE LAW AND FIND THAT THE AMENDMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW**

RECOMMENDATION

Staff recommend that the City Council:

1. Receive public testimony regarding proposed Ordinance No. 1667; and,

2. Adopt Ordinance No. 1667 approving Zoning Ordinance Amendment (ZOA) 26-0002; and,

3. Find that the request is exempt from environmental review.

BACKGROUND

In 2025, the State of California enacted and amended Government Code Sections 66310 through 66342 to facilitate the development of ADUs and JADUs. These statutes preempt local regulations that conflict with State law. The City's current ADU and JADU regulations were adopted prior to these amendments and the renumbering of the State ADU law. A review of the Palmdale Municipal Code (PMC) identified provisions that are no longer consistent with State requirements and must be updated to ensure compliance.

On March 19, 2026, the Planning Commission adopted Resolution No. PC-2026-003 recommending City Council approval of ZOA 26-0002.

DISCUSSION

In recent years, the California Legislature has enacted laws to address the State's housing shortage by facilitating the development of ADUs and JADUs. These laws limit local regulation of ADUs and JADUs and require local ordinances to be consistent with State law.

The proposed amendments update PMC Chapter 17.91.010 (Accessory dwelling unit and junior accessory dwelling unit standards) to ensure compliance with Government Code Sections 66310 through 66342. Updates include revising statutory citations, clarifying ministerial review of ADU applications, updating provisions related to the number and size of ADUs and JADUs, revising deed restriction and owner-occupancy provisions, and clarifying that construction of an ADU does not trigger a requirement to install fire sprinklers in an existing primary dwelling.

ENVIRONMENTAL REVIEW

The proposed ZOA is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resource Code Section 21080.17, which exempts the adoption of an ordinance implementing the provisions of State law relating to ADUs and JADUs.

FISCAL IMPACT

$0; There is no proposed development; therefore, this action has no fiscal impact; however, it will facilitate the development of different housing types, which will increase property value.

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

ATTACHMENTS

Ordinance No. 1667
Reso. No. PC-2026-003

CITY OF PALMDALE, A CHARTER CITY,
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1667

ADOPT ORDINANCE NO. 1667, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE, APPROVING ZONING ORDINANCE AMENDMENT NO. 26-0002 TO MODIFY REQUIREMENTS RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO ENSURE COMPLIANCE WITH STATE LAW AND FIND THAT THE AMENDMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW

A. INTENT OF THE CITY COUNCIL:

1. The City of Palmdale (City) has filed an application that applies to the City and the City's sphere of influence, requesting approval of Zoning Ordinance Amendment (ZOA) 26-0002, to modify requirements related to accessory dwelling units (ADUs) and Junior Accessory Dwelling Units (JADUs) to ensure compliance with state law (hereinafter referred to as "Application").

2. The City has reviewed Title 17 of the Palmdale Municipal Code (PMC) as it relates to ADUs and JADUs and determined that certain provisions require amendments to ensure consistency with state law; and

3. The proposed amendments clarify ministerial approval procedures, development standards, fire sprinkler requirements, owner occupancy requirements for JADUs, utility connection requirements, and other related provisions; and

4. On March 19, 2026, the Planning Commission adopted Resolution No. PC-2026-003 recommending City Council approval of ZOA 26-0002; and

5. On April 7, 2026, the City Council of the City of Palmdale conducted a duly noticed public hearing. All legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE

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

SECTION 1. Palmdale Municipal Code Section 17.91.010 (Accessory dwelling unit and junior accessory dwelling unit standards) is hereby amended to read as follows:

§ 17.91.010 Accessory dwelling unit and junior accessory dwelling unit standards.

D. Purpose. The intent of this Section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Government Code Sections ~~65852.2 and 65852.22,~~ 66310 through 66342, and that such dwelling units do not adversely impact surrounding residents or the community.

1. Single-Family Residences. For lots with a proposed or existing single-family residence, ~~no more than one accessory dwelling unit and no more than one junior accessory dwelling unit may be on the lot, as follows:~~ the City shall ministerially approve the following:

a. One accessory dwelling unit and one junior accessory dwelling unit per lot ~~may be constructed within an existing or proposed single-family or accessory structure, including the construction of up to a 150-square-foot expansion beyond the same physical dimensions as the existing accessory structure to accommodate ingress and egress; or~~, subject to the following:

i. The accessory dwelling unit may be created withing the existing or proposed single-family or accessory structure, including the construction of up to a 150-square-foot expansion beyond the same physical dimensions as the existing accessory structure to accommodate ingress and egress; and,

ii. The junior accessory dwelling unit shall be created within the existing or proposed single-family dwelling.

b. One detached, ~~new construction~~newly constructed accessory dwelling unit and one junior accessory dwelling unit built within the existing or proposed single-family dwelling.

1. Multifamily Residences. For lots with a proposed or existing multifamily residential dwelling, no junior accessory dwelling units are allowed. However, if there is an existing multifamily residential structure, the following are allowed:

c. No more than eight ADUs that are detached from the multifamily dwelling, however the number of accessory dwelling units allowed shall not exceed the number of existing units on the lot; provided, that no such unit shall exceed the height limits as established in Subsection (F)(9) of this Section, and each such unit complies with the setbacks specified within Subsection (F)(4) of this Section. The maximum square footage of detached accessory dwelling units on lots with existing multifamily residential dwellings shall be ~~800 square feet each.~~850 square feet for a unit with one bedroom or less, and 1,000 square feet for a unit with two bedrooms.

E. General ADU and JADU Requirements.

1. Ministerial Approval. Any application for an accessory dwelling unit or junior accessory dwelling unit ~~which~~that meets the ~~standards~~standard of this ~~Section~~section shall be approved ministerially pursuant to PMC Section 17.26.030 (Zoning clearance review) and Government Code Section ~~65852.2(a)(3).~~ 66323, as applicable.

2. Conveyance. Except as authorized by Government Code Section ~~65852.26,~~ 66340, accessory dwelling units and junior accessory dwelling units may not be sold or otherwise conveyed ~~separate~~separately from the primary residence.

~~3. Recorded Covenants. Before obtaining a permit for an accessory dwelling unit or junior accessory dwelling unit, the property owner shall file with the County Recorder a declaration or agreement of restrictions, which has been approved by the City Attorney as to its form and content. The covenants for the accessory dwelling unit or junior accessory dwelling unit shall describe restrictions that allow for the continued use of the accessory dwelling unit or junior accessory dwelling unit as follows:~~

~~d. The accessory dwelling unit or junior accessory dwelling unit shall not be sold separately from the primary residence unless otherwise exempted by the provisions of Government Code Section 65852.2(a)(1)(D);~~

~~a. The accessory dwelling unit or junior accessory dwelling unit shall not be rented for periods of less than 31 days;~~

~~b. The restrictions shall be binding upon any successor in ownership of the property, and lack of compliance shall result in legal action against the property owner for noncompliance with the standards for an accessory dwelling unit or junior accessory dwelling unit;~~

~~c. For junior accessory dwelling units, owner complies with the development standards and owner-occupancy requirements consistent with Subsection (G) of this Section (Junior Accessory Dwelling Units – Specific Standards.~~

~~10.~~9 Fire Sprinkler Requirements. Accessory dwelling units and junior accessory dwelling units shall not be required to include fire sprinklers if they are not required for the primary residence. Pursuant to Government Code Section 66314, subdivision (d)(12), the construction of an accessory dwelling unit shall not trigger a requirement to install fire sprinklers in an existing primary dwelling.

~~11.~~10Zone Conformity. Except as otherwise provided in this Section and/or where such standards would conflict with State law, accessory dwelling units and junior accessory dwelling units shall conform to all other development standards of the underlying zone.

F. Accessory Dwelling Units – Specific Standards.

11. Passageway

b. For the purposes of this Section, "passageway" shall have the same meaning as that stated in Government Code Section ~~65852.2~~66314 as that section may be amended from time to time.

G. Junior Accessory Dwelling Units – Specific Standards

1. Owner Occupancy. ~~The~~Pursuant to Government Code Section 66333(b), owner ~~must reside either in~~occupancy shall be required only if the junior accessory dwelling unit ~~or in~~shares sanitation facilities with the existing primary dwelling. In such cases, the owner shall reside in either the single-family residence or the junior accessory dwelling unit as the owner's principal residence. Owner-occupancy is not required if the owner is a governmental agency, land trust, or "housing organization" as that term is defined in Government Code Section 65589.5(k)(2), as that section may be amended from time to time.

H. Conflicts Between This Section and State Law. Should there be any conflict between this Section and California Government Code Sections ~~65852.2 and 65852.22~~ 66310 through 66342 as amended from time to time, then the provisions of the above cited Government Code sections shall prevail.

SECTION 2. The City Council hereby finds as follows with respect to the environmental document:

A The proposed Zoning Ordinance Amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resource Code Section 21080.17, which exempts the adoption of an ordinance implementing the provisions of State law relating to ADUs and JADUs.

B The custodian of records for the environmental document and all other materials which constitute the record of proceedings upon which the Planning Commission's decision is based is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200

SECTION 3. Based upon substantial evidence presented to the City Council during the above-referenced April 7, 2026, public hearing, including public testimony, and written and oral staff report, the City Council specifically finds as follows:

A The proposed ZOA conforms with the goals, objectives, and policies of the General Plan.

B The proposed ZOA is necessary to implement the General Plan and to provide public safety, convenience and/or general welfare.

The approval of the proposed ZOA will ensure compliance with state law regarding ADUs and JADUs. Furthermore, the proposed amendment aligns with the City's general plan by supporting the development of neighborhoods that offer a variety of housing options, enabling individuals of all ages, abilities, socioeconomic statuses, and family sizes to live in Palmdale.

SECTION 4. Based on the findings and conclusions outlined in Sections 1, 2 and 3, this City Council approves ZOA 26-0002 and finds that the project is exempt from environmental review.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 6. All legal prerequisites and pre-conditions to introducing, enacting, and adopting this Ordinance have occurred as required by law and policy.

SECTION 7. The City Clerk shall certify the adoption of this ordinance and shall cause this ordinance to be published or posted as required by law.

PASSED, APPROVED and **ADOPTED** this 7th day of April, 2026.

_____
Eric Ohlsen, Mayor

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 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 7th day of April, 2026 effective on the 7th day of May, 2026 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

PLANNING COMMISSION
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. PC-2026-003

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALMDALE, RECOMMENDING CITY COUNCIL APPROVAL OF ZONING ORDINANCE AMENDMENT 26-0002 TO MODIFY THE ZONING ORDINANCE AS IT RELATES TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO ENSURE COMPLIANCE WITH STATE LAW AND FIND THAT THE AMENDMENT IS EXEMPT FROM ENVIRONMENTAL REVIEW

WHEREAS, the City of Palmdale (City) has filed an application that applies to the City and the City's sphere of influence, requesting approval of Zoning Ordinance Amendment (ZOA) 26-0002, to modify the Zoning Ordinance as it relates to accessory dwelling units (ADUs) and Junior Accessory Dwelling Units (JADUs) to ensure compliance with state law (hereinafter referred to as "Application").

WHEREAS, the City has reviewed the Zoning Ordinance as it relates to ADUs and JADUs and determined that certain provisions require amendments to ensure consistency with current state law; and

WHEREAS, the proposed amendments clarify ministerial approval procedures, development standards, fire sprinkler requirements, owner occupancy requirements for JADUs, utility connection requirements, and other related provisions; and

WHEREAS, the Planning Commission recommends that the City Council find that the amendments are necessary to ensure compliance with state law; and

WHEREAS, on March 19, 2026, the Planning Commission of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date. All legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, BE IT RESOLVED, THE PLANNING COMMISSION OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. Palmdale Municipal Code Section 17.91.010 (Accessory dwelling unit and junior accessory dwelling unit standards) is hereby amended to read as follows:

§ 17.91.010 Accessory dwelling unit and junior accessory dwelling unit standards.

D. Purpose. The intent of this Section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Government Code Sections ~~65852.2 and 65852.22,~~ 66310 through 66342, and that such dwelling units do not adversely impact surrounding residents or the community.

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ii. The junior accessory dwelling unit shall be created within the existing or proposed single-family dwelling.

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~~d. The accessory dwelling unit or junior accessory dwelling unit shall not be sold separately from the primary residence unless otherwise exempted by the provisions of Government Code Section 65852.2(a)(1)(D);~~

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H. Conflicts Between This Section and State Law. Should there be any conflict between this Section and California Government Code Sections ~~65852.2 and 65852.22~~ 66310 through 66342 as amended from time to time, then the provisions of the above cited Government Code sections shall prevail.

SECTION 2. The Planning Commission hereby finds as follows with respect to the environmental document:

A The proposed Zoning Ordinance Amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resource Code Section 21080.17, which exempts the adoption of an ordinance implementing the provisions of State law relating to ADUs and JADUs.

B The custodian of records for the environmental document and all other materials which constitute the record of proceedings upon which the Planning Commission's decision is based is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200. In addition, the Final PEIR is available at: https://palmdale2045gp.org/wp- content/uploads/2022/10/PalmdaleGP_FinalEIRAppendicesResponsetoCommentsFindingofFactandStatementofOverridingConsiderations.pdf.

SECTION 3. Based upon substantial evidence presented to this Commission during the above-referenced March 19, 2026, public hearing, including public testimony, and written and oral staff report, this Commission specifically finds as follows:

A The proposed ZOA conforms with the goals, objectives, and policies of the General Plan.

B The proposed ZOA is necessary to implement the General Plan and to provide public safety, convenience and/or general welfare.

The approval of the proposed ZOA will ensure compliance with state law regarding ADUs and JADUs. Furthermore, the proposed amendment aligns with the City's general plan by supporting the development of neighborhoods that offer a variety of housing options, enabling individuals of all ages, abilities, socioeconomic statuses, and family sizes to live in Palmdale.

SECTION 4. Based on the findings and conclusions outlined in paragraphs 1, 2, and 3, this Commission recommends City Council approval of ZOA 26-0002 and finds that the amendment is exempt from environmental review.

SECTION 5. The Deputized Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, and **ADOPTED** this 19th day of March 2026.

Dean Henderson
Chair, Planning Commission

ATTEST:

Irlanda Ramirez, Deputized Clerk

I, Irlanda Ramirez, Deputized Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly approved and adopted by the Planning Commission of the City of Palmdale at a regular meeting of said Commission held on the 19th day of March 2026, by the following roll call vote:

AYES: Chair Henderson, Vice Chair Elize, Commissioners Olivarez, Jones

NOES: None

ABSTAIN: None ABSENT: Commissioner Lujan

Date: 03/23/2026

Irlanda Ramirez, Deputized Clerk