PALMDALE

a place to call home

CITY COUNCIL MEETING
SUCCESSOR AGENCY/HOUSING AUTHORITY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, FEBRUARY 1, 2023
5:00 PM
7:00 PM
www.cityofpalmdale.org

WELCOME

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

How to Observe the Meeting Virtually:

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

Verbal Public Comment During the Meeting – Zoom

Number: US: +1 669 444 9171 Webinar ID: 850 3158 4908 Passcode: 925935

Webinar attendee link https://us06web.zoom.us/j/85031584908?pwd=SEEwYUlBUWk4YnM1YXpMSnF4RHJuQT09.

Verbal comments are customarily limited to three (3) minutes.

How to Address the City Council

Any person who would like to address the Council regarding an item on the agenda, please fill out a Speaker's Form and submit it to the City Clerk **prior** to the agenda item you would like to discuss. You may address the Council once per meeting, per public comment section of the agenda on only those matters within the Council's jurisdiction. Please note that you are not required to complete this form or state your name and

residence in order to speak. Each person addressing the Council is generally given up to three minutes to speak (with double the time allotted to non-English speakers using a translator). The amount of time authorized may be adjusted by the chair. If you wish to provide information to the Council, please present the City Clerk with 7 copies. Otherwise, your materials will simply be added to the administrative record. If you are attending the meeting by phone, please press *9 to "raise your hand." If attending by personal computer, please click the "raise your hand" button. Press *6 to un-mute yourself, state your name and begin speaking. Please note use of City Council Chamber technology equipment to present electronic material during meetings is not allowed.

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

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

Your courtesy is requested to help our meetings run smoothly. Please follow these simple rules so we can make the best possible use of your time and ours:

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

5:00 P.M.

1. **CALL MEETINGS TO ORDER**

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

2. **ROLL CALL**
   MAYOR BETTENCOURT, MAYOR PRO TEM ALARCÓN, COUNCILMEMBERS BISHOP, LOA, OHLSEN AND HOUSING AUTHORITY COMMISSIONERS FRAGA-SAENZ, DENNY

3. **PUBLIC COMMENTS ON CLOSED SESSION ITEMS**
   This portion of the Agenda allows an individual the opportunity to address the Council/Authority on Closed Session items ONLY. **PLEASE NOTE: In general, a three-minute time limit** will be imposed on each speaker.

4. **PRESENTATION BY CITY ATTORNEY**

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

4.2 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Authorized by Government Code 54956.9(d)(1)
Name of Case: Epata Zi Suka Trust v. City of Palmdale 22AVCV00873

4.3 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Authorized by Government Code 54956.9(d)(1)
Name of case: Land Developers & Associates Corporation v. Successor Agency to the Community Redevelopment Agency of the City of Palmdale (Case Number: 22AVCV01093)

4.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property Address: Vacant land located at 4th Street East near East Avenue P-14 (APN 3006-006-040)
Negotiators for Housing Authority: Mike Miller, Interim Assistant City Manager and Sophia Reyes, Housing Manager
Negotiator for Property Owner: Eugene and Betty Bliley Trust
Under Negotiation: Price and terms of payment

4.5 PUBLIC EMPLOYEE APPOINTMENT
Title: Interim City Attorney

4.6 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Community Development Associates, et al. vs. City of Palmdale, et al.
Los Angeles Superior Court
Case No. 18STCV06968
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1)

5. **ANNOUNCEMENT BY CITY ATTORNEY**

6. **ADJOURN CLOSED SESSION MEETING**

7:00 P.M.

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

8. **PRESENTATION(S)**

8.1 AV Edge Partnership Update (Presenter: Drew Mercy, Executive Director)

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

10. **PUBLIC COMMENTS ON CONSENT CALENDAR ITEMS ONLY**
This portion of the Agenda allows an individual the opportunity to address the Council on Consent Calendar items ONLY. If you wish to comment on any item(s) listed on the Consent Calendar, please come forward to the podium when called or acknowledged by the Chair and state the item number(s) and your comments. **PLEASE NOTE: In general, a three-minute time limit** will be imposed on each speaker.

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

11.1 Receive and file the monthly and quarterly investment activity reports for December 2022. (Staff Reference: Director of Finance Samson)
1. Staff_Report_-_Investment_Report_Dec_2022.docx
2. December 2022 CityofPalmdale & Successor Investment Report.pdf

11.2 Adopt Resolution No. CC 2023-005, a Resolution of the City Council of the City of Palmdale approving and authorizing the execution and delivery of a Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement related to Community Facilities District No. 93-1 (Ritter Ranch), and authorizing actions related thereto. (Staff Reference: Director of Finance Samson)
1. Staff Report Ritter Supp No. 6.docx
2. Reso 2023-005 Apprv Supplemental No. 6.doc
3. Consent BondownerK J18723.pdf
4. FiscalAgtK SuppNo6 J18724.pdf
5. Officers Certificate SuppNo6 J18726.pdf
6. Petition Deferral Pymt J18722.pdf

11.3 Adopt Resolution No.CC 2023-004, a Resolution of the City Council of the City of Palmdale Declaring its Opposition to the Mass Importation of the Unhoused from any Jurisdiction into the City of Palmdale (Staff Reference: Interim City Manager Perez)

SR_-_Homeless_-_for_Feb_1_2023 (1).docx
RESO_-_Homeless_-_For_Feb_1_2023 (1).docx

11.4 Approve the minutes from the previous meetings. (Staff Reference: Acting City Clerk Scott)

CC - December 21, 2022 (4:30 pm)
CC - December 21, 2022 (5:00 pm)
CC - December 29, 2022 (5:00 pm)
CC/SA - January 11, 2023 (5:00 pm & 7:00 pm)

CC Minutes 12 21 2022 430pm.pdf
CC Minutes 12 29 2022 5pm.pdf
CC Minutes 12 21 2022 5pm.pdf
CC SA Minutes 01 11 2023 5 & 7pm.pdf

12. APPOINTMENTS

12.1 Discussion and possible action regarding City Council Appointment(s) to the Southern California Association of Governments General Assembly. (Staff Reference: Acting City Clerk Scott)

Call for Public Comments

CC SCAG Appointment SR.docx

13. NEW BUSINESS

13.1 Approve agreement with Berry Dunn McNeil & Parker, LLC, for consulting services for the development of a parks and recreation master plan. (Staff Reference: Parks and Recreation Director Smith, Presented by consultant firm)

Call for Public Comments

Staff_Report-Parks_Master_Plan_01252023.docx
AGREEMENT A-8182 Berry Dunn McNeil & Parker LLC SIGNED.pdf

13.2 Approve Employment Agreement No. A-8218 between the City of Palmdale and Ronda Perez to serve as City Manager.

Call for Public Comments

SR_Agreement_A-8218_CM.docx

CM Perez Agreement FINAL 1-18-23 CLEAN.docx

13.3 Consideration of a contract for legal services with Harper & Burns LLP, including appointment of William P. Curley III, as Interim City Attorney.

Call for Public Comments

Staff_Report_Consideration_of_Special_Legal_Services__2_ (2).docx
Final_City_Attorney_Agreement_01252023.docx

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

This portion of the Agenda allows an individual the opportunity to address the Council on any subject regarding City business not on the Agenda. Under state legislation, no action can be taken on items not specifically referenced on the Agenda and the Chair may refer you to the City Manager or staff to address your request. **PLEASE NOTE: In general, a three-minute time limit** will be imposed on each speaker and your topic must remain relevant to items within the City's authority or purview.

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

15.1 COMMITTEE MEMBERSHIPS.

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

15.2 MEETINGS ATTENDED AT PUBLIC EXPENSE

Alarcon Informational Report 011123.docx
Bettencourt Informational Report 011123.docx
Ohlsen Informational Report 011123.docx

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

17. **CITY MANAGER'S REPORT**

18. **Adjourn** meeting to February 15, 2023 at 7:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

City Council Staff Report

DATE: **FEBRUARY 1, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

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

ISSUE

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

RECOMMENDATION

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

BACKGROUND

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

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

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

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

DISCUSSION

Compliance with Investment Policy

For December, the invested portfolio amount for the City of Palmdale totaled $272,105,998 a decrease of $13,534,260 from the previous month, and an increase of $39,785,215 in comparison to last year. The monthly decrease is monthly due to quarterly debt service payments made during the month.

The par value of Successor Agency's portfolio as of December was $7,253,780. The balance increased by $1,128,742 from the last month due to a sale of a Successor Agency property that occurred during the month.

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

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

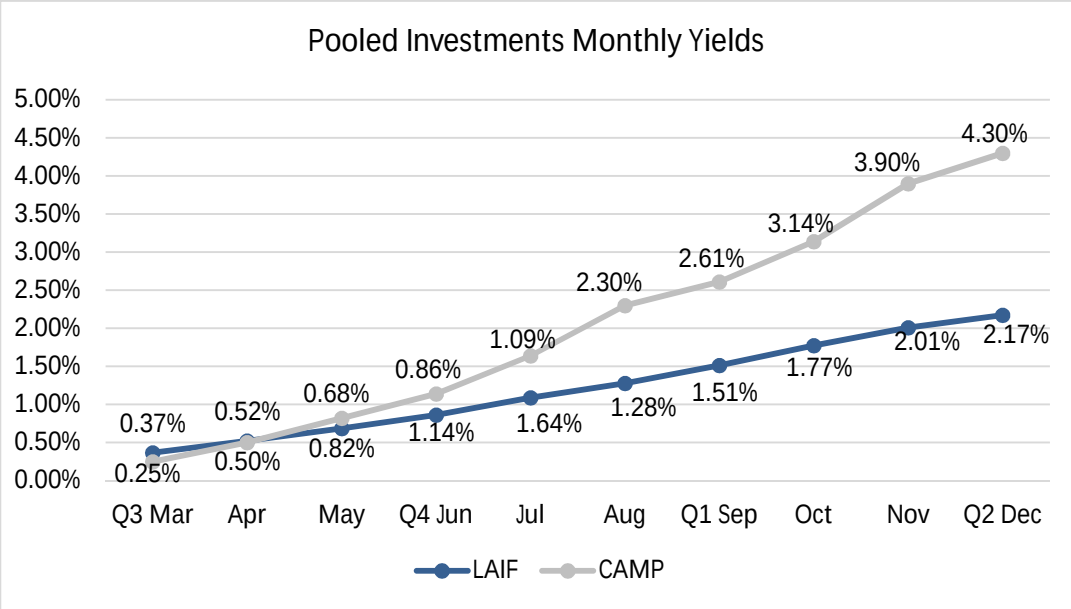
Liquidity

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

Total LAIF balance for the City of Palmdale at the end of December is $102,258,780, a decrease of $8,000,000 due to withdrawals to cover operational expenditures.

Successor Agency LAIF balance at the end of December was $4,432,717, no changes compared to the prior month.

CAMP's balance for City of Palmdale at the end of December is $253,089 compared to November balance of $252,167 a slight increase due to interest earned. The interest rates presented are the most current rates available as of the date of this report. As of December 31, 2022, the interest rates for LAIF and CAMP investments were at 2.173 percent and 4.30 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of November were at 2.007 percent and 3.90 percent. Both rates have slightly increased within this month. This time last year, LAIF and CAMP rates were at 0.212 percent and 0.05, respectively.



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

We anticipate that rates will begin to level off in the upcoming months, considering the current state of the economy. In recent months, CAMP shows better performance than LAIF in interest rates. The difference between the performance of the two funds is partly due to the varying pool characteristics. CAMP's portfolio composition is much more subject to market volatility, resulting in performance variation.

Diversity

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

City of Palmdale and Successor Agency's investment portfolios remain strongly diversified. The monthly and quarterly reports include all investments held by both entities and current book values as of December 31, 2022.

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

Attached are summaries of the investments on the City of Palmdale and Successor Agency's books as of December 31, 2022.

FISCAL IMPACT

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

STRATEGIC PLAN

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

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

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

Prepared by:	Gohar Avetisyan, Financial Analyst
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	William P. Curley, III, Special Counsel

ATTACHMENTS

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

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
December 31, 2022
CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	FDIC Number	INTEREST RATE	PAR AMOUNT		PURCHASE AMOUNT	INVESTED AMOUNT
U.S. TREASURY SECURITIES					Yield				
05-31-19	04-30-24	CITY	9128286R6 U.S. Treasury Note		2.03	5,000,000.00		5,051,650.00	4,938,670.00
01-19-21	05-31-23	CITY	9128284S6 U.S. Treasury Note		2.75	2,815,000.00		2,985,994.41	2,811,030.85
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	3,000,000.00		3,260,634.36	2,961,090.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note		0.66	3,000,000.00		3,261,331.50	2,945,970.00
05-11-21	12-31-24	CITY	9128283P3 U.S. Treasury Note		0.40	3,000,000.00		3,200,040.56	2,946,930.00
06-04-21	12-31-23	CITY	912828V23 U.S. Treasury Note		0.20	4,000,000.00		4,210,026.50	3,959,360.00
07-12-21	12-31-23	CITY	9128285U0 U.S. Treasury Note		2.63	5,000,000.00		5,289,959.94	4,977,950.00
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	5,000,000.00		5,451,958.35	4,935,150.00
07-12-21	12-31-23	CITY	912828V23 U.S. Treasury Note	1/3/2023	2.25	5,000,000.00	##	5,244,161.50	4,949,200.00
12-17-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	10,000,000.00		9,913,130.25	9,602,000.00
12-17-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (UBS)		0.85	10,000,000.00		10,045,505.25	9,531,600.00
12-22-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	5,000,000.00		4,957,270.88	4,801,000.00
12-22-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note		0.88	5,000,000.00		5,018,208.38	4,765,800.00
12-20-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (Stifel)		1.00	5,000,000.00		5,017,187.50	4,765,820.00
			TOTAL U.S. TREASURY SECURITIES			$ 70,815,000.00		$ 72,907,059.38	$ 68,891,570.85
GOVERNMENT AGENCY PAPER									
06-05-19	06-05-23	CITY	3133EKPT7 Fed Farm Credit Bk		2.13	5,000,000.00		5,008,600.00	4,971,627.90
06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit		0.78	5,000,000.00		5,000,000.00	4,672,635.10
08-07-20	05-06-24	CITY	3133EL2X1 Federal Farm Credit		0.42	2,000,000.00		2,000,000.00	1,905,188.04
08-27-20	11-27-24	CITY	3134GWNG7 Freddie Mac Domestic		0.50	2,000,000.00		2,000,000.00	1,885,345.78
04-01-21	04-01-25	CITY	3133EMUP5 Fed Farm Credit		0.71	5,000,000.00		5,000,000.00	4,682,977.35
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond		0.59	1,000,000.00		1,103,275.25	999,450.00
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond 0.57		0.57	2,000,000.00		2,208,460.00	1,998,900.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae		0.55	3,000,000.00		2,993,675.25	2,757,300.00
06-04-21	08-01-24	CITY	3130AMHH8 FHLB NOTE		0.41	4,000,000.00		4,000,000.00	3,809,357.72
06-07-21	06-07-24	CITY	3130AMQR6 FHLB NOTE		0.35	3,000,000.00		3,000,000.00	2,864,376.87
06-30-21	12-30-25	CITY	3130AMRQ7 FHLB NOTE		0.88	3,000,000.00		3,000,000.00	2,792,028.33
07-29-21	04-29-26	CITY	3130AN5C0 FHLB NOTE		1.05	4,000,000.00		4,010,455.13	3,730,680.00
12-17-21	11-12-25	CITY	3134GXBM5 FHLMC Note		1.15	1,150,000.00		1,125,785.50	1,055,366.50
12-17-21	12-30-24	CITY	3130AQDY6 FHLB		1.00	6,750,000.00		6,750,000.00	6,454,656.18
12-17-21	06-23-25	CITY	3133ENHW3 FFCB		1.17	10,000,000.00		10,000,000.00	9,422,494.90
12-20-21	07-30-25	CITY	3136G4ZP1 FANNIE MAE		0.65	3,500,000.00		3,444,175.00	3,255,845.57
12-20-21	09-24-25	CITY	3134GWUG9 FREDDIE MAC		0.57	10,000,000.00		9,806,600.00	9,209,435.10
12-21-21	12-22-26	CITY	3133ENJC5 FFCB		1.29	5,000,000.00		5,000,000.00	4,611,433.30
01-14-22	01-14-25	CITY	3130AQEA7 FHLB		1.05	7,000,000.00		7,000,000.00	6,656,914.81
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit Bank		3.34	1,810,000.00		1,660,349.20	1,675,477.99
06-29-22	03-28-25	CITY	3130A5DH9 Federal Home Loan Bank		3.34	1,950,000.00		1,937,715.00	1,944,638.69
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Bank		3.33	5,000,000.00		4,479,000.00	4,493,981.15
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac Global Unsecured		0.80	5,000,000.00		4,539,500.00	4,539,500.00
	c = callable								
			TOTAL GOVERNMENT AGENCY PAPER			$ 96,160,000.00		$ 95,067,590.33	$ 90,389,611.28
CERTIFICATES OF DEPOSIT									
05-10-18	05-10-23	CITY	61747MX30 Morgan Stanley Bank Na	32992	3.15	245,000.00		245,000.00	546,098.34
05-11-18	05-11-23	CITY	87164WWF1 Synchrony Bank	27314	3.15	245,000.00		245,000.00	246,091.97
05-11-18	05-11-23	CITY	17312QL23 Citibank Na	7213	3.15	245,000.00		245,000.00	246,091.97
05-15-18	05-15-23	CITY	20033AYE0 Comenity Capital Bank	57570	3.10	245,000.00		245,000.00	245,960.65
			TOTAL CERTIFICATES OF DEPOSIT			$ 980,000.00		$ 980,000.00	$ 1,284,242.93

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
December 31, 2022

CORPORATE NOTES							
03-10-20	03-01-23	CITY	30231GAR3 Exxon Mobil	2.73	1,000,000.00	1,045,330.00	999,932.43
03-10-20	01-13-23	CITY	037833DE7 Apple Inc	2.40	1,000,000.00	1,041,800.00	999,766.91
06-10-20	04-15-23	CITY	30231GBL5 Exxon Mobil Corp	1.75	5,000,000.00	5,000,000.00	4,950,765.95
06-10-20	05-11-23	CITY	166764BV1 Chevron Corp	1.14	2,075,000.00	2,075,000.00	2,039,686.86
			TOTAL CORPORATE BONDS		$ 9,075,000.00	$ 9,162,130.00	$ 8,990,152.15
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY ACCOUNT	98-19-620	0.78	37,321,639.35	37,321,639.35	37,321,639.35
06/23/08	n/a	PCA ACCOUNT	40-19-060	0.78	32,425,685.17	32,425,685.17	32,425,685.17
	n/a	ARPA ACCOUNT	19-19-004	0.78	32,511,455.72	32,511,455.72	32,511,455.72
			TOTAL LAIF ACCOUNTS		$ 102,258,780.24	$ 102,258,780.24	$ 102,258,780.24
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY ACCOUNT	6080-01	0.30	253,089.00	253,089.00	253,089.00
			TOTAL CAMP ACCOUNTS		$ 253,089.00	$ 253,089.00	$ 253,089.00
UBS FINANCIAL SERVICES							
n/a	n/a	CITY ACCOUNT		0.00	38,551.92	38,551.92	38,551.92
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 38,551.92	$ 38,551.92	$ 38,551.92
			TOTAL CITY INVESTMENTS		$ 279,580,421.16	$ 280,667,200.87	$ 272,105,998.37

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
December 31, 2022

LIBRARY INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND					
11-20-84	n/a	LIBRARY	16-19-012	0.78	12,529.63
		TOTAL LIBRARY INVESTMENTS			$ 12,529.63

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
05-10-95	n/a	BOND	95421220	0.34	107.70
05-10-95	n/a	IMPROVEMENT	95421222	0.10	156,518.27
City Held Cash	(Fund 736-114000)	($255,912.67)			
		TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1			$ 156,625.97
BOND PROCEEDS					
RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
04-06-95	n/a	RESERVE-SEN	95420880	n/a	0.00
04-06-95	n/a	IMPV-ACQUI	95420884	0.01	2,611,730.29
04-06-95	n/a	BOND	95420887	0.15	0.15
City Held Cash	(Fund 738-114000)	($1,000,675.82)			
		TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1			$ 2,611,730.44
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	99,145.98
08-01-19	n/a	RESERVE	242969003	0.00	722,959.99
08-01-19	n/a	SP TAX - REFUNDING BC	242969004	0.01	15,149.81
08-01-19	n/a	SP TAX - REFUNDING BC	242969005	0.01	300.42
City Held Cash	(Fund 734-114000)	$237,084.89			
		TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1			$ 837,556.20

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
December 31, 2022

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

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

City Held Cash (Fund 735-114000) $420,217.84

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

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

	n/a	SPEC TRB SER A/B	251009000	0.01	228,329.59
	n/a	RESERVE FUND	251009001	0.01	644,036.08

City Held Cash

TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021 $ 872,365.67

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	77,761.78
11-08-06	n/a	ADM EXP	106844002	0.01	1,610.60
11-08-06	n/a	RESERVE FUND	106844003	0.01	100,585.13

City Held Cash (Fund 739-114000) $8,372.84

TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB $ 179,957.51

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

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

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

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

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

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

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
December 31, 2022
FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
2012 PFA $8.7M LEASE REVENUE BONDS					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
12-19-12	n/a	REVENUE FD	201546000	0.00	503.48
12-19-12	n/a	INTEREST ACCOUNT	201546001	n/a	0.00
12-19-12	n/a	PRINCIPAL ACCOUNT	201546002	n/a	0.00
		TOTAL 2012 PFA $8.7M LEASE REVENUE BONDS			$ 503.48
2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
10-11-13	n/a	ESCROW FUND	206455000	0.00	2,979,524.90
		TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW			$ 2,979,524.90
2015 HA DEBT SERVICE RESERVE					
Fiscal Agent: Bank of America					
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08	39,232.32
		TOTAL 2015 HA DEBT SERVICE RESERVE			$ 39,232.32
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND					
05-23-18	n/a	CITY	104790895775 Public Agency Retirement Services	2.60	6,341,118.42
		TOTAL PARS PENSION TRUST FUND			$ 6,341,118.42
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	77,962.31
09-03-15	n/a	INTEREST ACCT	277067001	0.01	14.01
09-03-15	n/a	BOND RESERVE	277067003	0.00	281,016.15
09-03-15	n/a	REPAIR & REPLACE FUN	277067004	0.00	1,172,980.55
		TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS			$ 1,531,973.02
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	2.39
04-05-17	n/a	PRINCIPAL ACCT	271128002	n/a	0.00
		TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS			$ 2.39
	Total City Held Cash (XXX-114000)		($590,912.92)		
		GRAND TOTAL - FISCAL AGENT CASH			$ 14,678,224.65

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
December 31, 2022
SUMMARY OF CASH AND INVESTMENTS

Cash on Hand			$	21,161,832
Pooled Cash Investments				
City:	$	274,103,684		
Insur Fund:		($1,997,685)	$	272,105,999
Library Investments				$12,530
Subtotal			$	293,280,361
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			$	14,678,225 *
Grand total			$	307,958,586

The interest rate quoted on LAIF, AIM, and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF & AIM interest rates are as of December 31, 2022.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
December 31, 2022
CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
December 31, 2022

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED		BALANCE
CITY ACCOUNT 98-19-620					
Beginning Balance					$ 40,321,639.35
12/13/22		$ (3,000,000.00)			
				1/3/2023	
Subtotal	$ -	$ (3,000,000.00)	$ -		$ 37,321,639.35
PCA ACCOUNT 40-19-060					
Beginning Balance					$ 37,425,685.17
12/20/22		$ (5,000,000.00)			
Subtotal	$ -	$ (5,000,000.00)	$ -		$ 32,425,685.17
LIBRARY ACCOUNT 16-19-012					
Beginning Balance					$ 12,529.63
		$ -			
Subtotal	$ -	$ -	$ -		$ 12,529.63
ARPA ACCOUNT 19-19-004					
Beginning Balance					$ 32,511,455.72
Subtotal	$ -	$ -	$ -		$ 32,511,455.72
CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM					
Beginning Balance					$ 252,167.20
12/30/22		$ -	$ 921.80		
Subtotal	$ -	$ -	$ 921.80		$ 253,089.00
UBS Financial Services					
Beginning Balance					$ 77,430.27
12/30/22			$ 84,377.90		
12/30/22		$ (123,081.25)			
12/30/22		$ (175.00)			
Subtotal	$ -	$ (123,256.25)	$ 84,377.90		$ 38,551.92
Total	$ -	$ (8,123,256.25)	$ 85,299.70		$ 102,562,950.79

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
December 31, 2022
CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED

December 31, 2022

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

ISSUER	PURCHASE DATE	MATURITY DATE	REDEMPTION DATE	FACE VALUE REDEEMED	INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
92826CAC6 VISA Inc	03-10-20	12-14-22	12-14-22	1,500,000.00	$ 21,000.00	$ 1,521,000.00	1,501,316.52	($1,316.52)
912828N30 U.S. Treasury Note	06-04-21	12-31-22	01-03-23	3,000,000.00	$ 31,875.00	$ 3,031,875.00	2,994,150.00	$5,850.00
594918BH6 Microsoft Corp	03-10-20	11-03-22	09-03-22	1,000,000.00	$ 8,833.33	$ 1,008,833.33	1,000,837.38	($837.38)
				$ 5,500,000.00	$ 61,708.33	$ 5,561,708.33	$ 5,496,303.90	$3,696.10

Total Number of Transactions: 3

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
December 31, 2022
CITY OF PALMDALE

POOLED CASH - INVESTMENTS PURCHASED

December 31, 2022

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

ISSUER	PURCHASE DATE	MATURITY DATE	FACE VALUE		PREMIUM / (DISCOUNT)	PURCHASE PRICE	ACCRUED INTEREST PURCHASED	NET PURCHASE	Yield
				###	$ -		#	$ -	
					$ -			$ -	
					$ -			$ -	
					$ -			$ -	
					$ -				
			$ -		$ -	$ -	$ -	$ -	

Total Number of Transactions: 0

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
December 31, 2022

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND						
09-01-84	n/a	SA ACCOUNT	65-19-035	0.78	4,432,717.27	
TOTAL LAIF ACCOUNTS						$ 4,432,717.27
		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	531,625.76	
08-20-02	n/a	INTEREST ACCT	94460701	0.04	4,387.32	
08-20-02	n/a	PRINCIPAL ACCT	94460702	0.04	246.92	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 536,260.00
BOND PROCEEDS						
2016 SA $31.5M Tax Allocation Refunding Bonds Series A						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	DEBT SERVICE	245113000	0.00	5.38	
04-26-16	n/a	INTEREST ACCT	245113001	N/A	0.00	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 5.38
GRAND TOTAL - FISCAL AGENT CASH						$536,265

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$	2,284,798
Pooled Cash Investments	$	4,432,717
Successor Agency Fiscal Agent Cash	$	536,265
Grand total	$	7,253,780

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF interest rates are as of December 31, 2022.

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

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF)
December 31, 2022

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
SA ACCOUNT 65-19-035				
Beginning Balance				$ 4,432,717.27
Subtotal	$ -	$ -	$ -	$ 4,432,717.27

PORTFOLIO REVIEW AND ANALYSIS

City of Palmdale

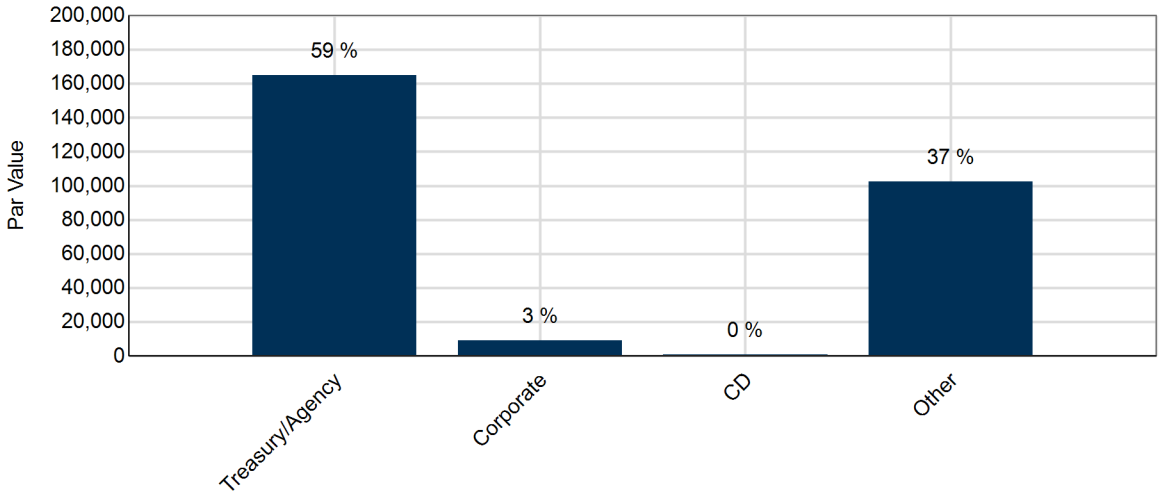
Palmdale, CA

As of Date: 12/31/2022 | Pricing as of: 12/30/2022 | Date of Analysis: 01/06/2023

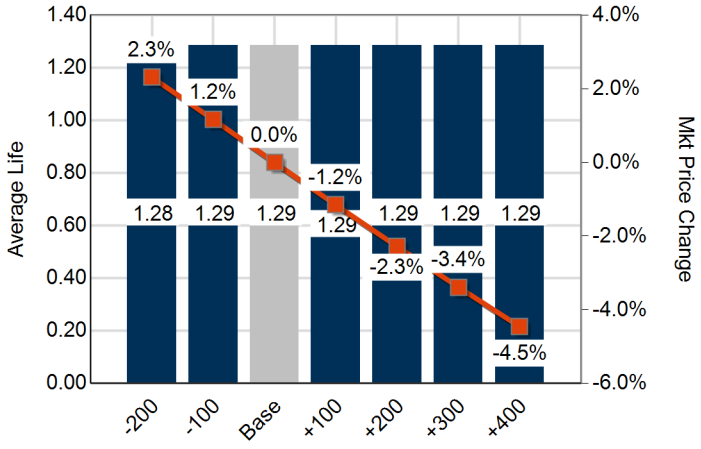
Portfolio Overview

Book Value	277,592
# Securities	48
Average Size (Book)	5,783
Book Yield	1.07
Market Yield	3.11
$ Gain/Loss	-11,062
% Gain/Loss	-4.0%
Average Life	1.29
Average Life +300bps	1.29
% Price Change +100bps	-1.15
% Price Change +300bps	-3.39
Effective Duration	1.16
Effective Convexity	0.01
AFS / HTM%	100% / 0%
Fixed / Floating	100% / 0%
ESG/Green Par (000's)	$0 / $0

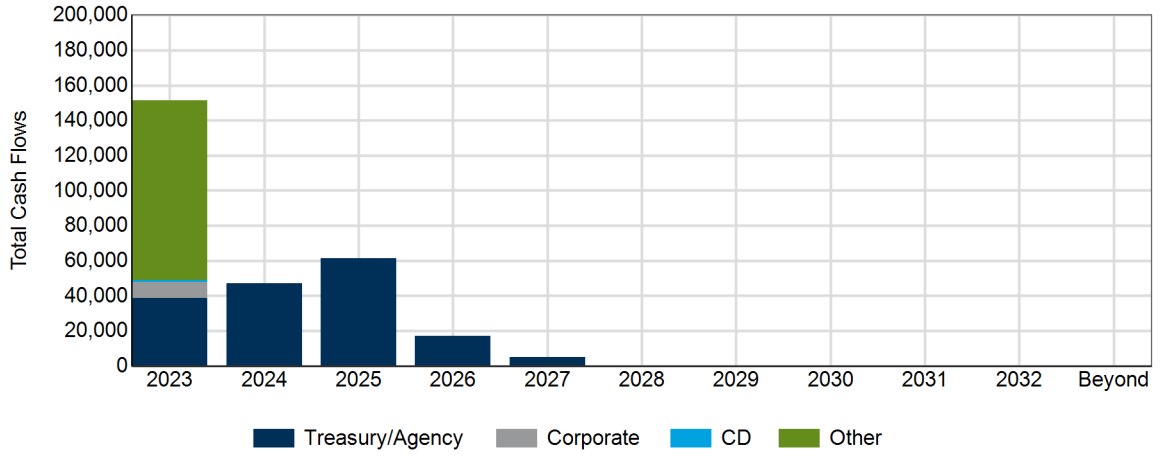
Sector Allocation



Average Life vs Price Sensitivity



Annual Projected Cash Flows By Sector



Historical Portfolio Overview

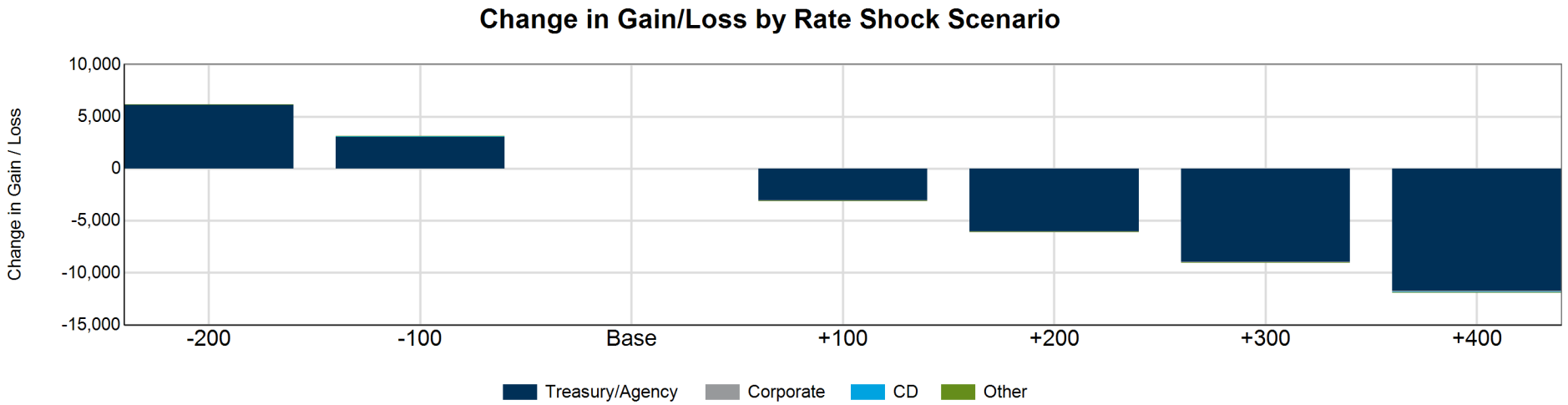
	12/31/2022	09/30/2022	06/30/2022	05/31/2022
Book Value	277,592	292,384	275,907	254,096
Book Yield	1.07	1.09	1.11	1.14
Book Yield (+100)	1.07	1.09	1.11	1.14
Book Yield (+300)	1.07	1.09	1.11	1.14
Book Yield (-100)	1.07	1.09	1.11	1.14
WAL	1.29	1.40	1.57	1.64
WAL (+100)	1.29	1.40	1.57	1.64
WAL (+300)	1.29	1.40	1.57	1.64
WAL (-100)	1.29	1.40	1.55	1.54
% Price Change (+100)	-1.2%	-1.3%	-1.4%	-1.5%
% Price Change (+300)	-3.4%	-3.7%	-4.2%	-4.5%
% Price Change (-100)	1.2%	1.3%	1.4%	1.5%
Effective Duration	1.16	1.28	1.45	1.53
Effective Convexity	0.01	0.02	0.00	0.01
$ Gain/Loss	-11,062	-11,635	-7,369	-5,659
% Gain/Loss	-4.0%	-4.0%	-2.7%	-2.2%
Principal Cash Flow 2 yrs out	73%	61%	59%	58%
Principal Cash Flow 2 yrs out (+100)	73%	61%	59%	58%
Principal Cash Flow 2 yrs out (+300)	73%	61%	59%	58%
Principal Cash Flow 2 yrs out (-100)	73%	61%	59%	62%

Portfolio Sector Summary

Sector	Portfolio %	Par Value	Cpn	Maturity	Book Value	Book Yield	Market Value	Market Yield	% Price Change -100	% Price Change +100	% Price Change +300	Gain/(Loss) $	Gain/(Loss) %	Effective WAL	Effective Dur	Effective Cvx	AFS %
Treasury (14)	25.5%	70,815	1.55	1.6 yrs	70,815	1.54	67,781	4.55	1.6	-1.5	-4.5	-3,034	-4.3%	1.62	1.54	0.04	100 %
Agency Bullet (4)	4.0%	11,000	1.93	1.7 yrs	11,000	1.92	10,544	4.53	1.6	-1.6	-4.6	-456	-4.1%	1.70	1.59	0.05	100 %
Callable Agency (18)	30.0%	83,210	0.83	2.6 yrs	83,210	0.83	75,722	4.56	2.4	-2.4	-7.2	-7,488	-9.0%	2.64	2.44	-0.01	100 %
Treasury/Agency (36)	59.4%	165,025	1.21	2.1 yrs	165,025	1.21	154,048	4.55	2.0	-2.0	-5.8	-10,978	-6.7%	2.14	1.99	0.02	100 %
Industrial (4)	3.3%	9,075	1.69	0.3 yrs	9,075	1.69	8,998	4.66	0.3	-0.3	-0.8	-77	-0.9%	0.27	0.26	0.00	100 %
Corporate (4)	3.3%	9,075	1.69	0.3 yrs	9,075	1.69	8,998	4.66	0.3	-0.3	-0.8	-77	-0.9%	0.27	0.26	0.00	100 %
NCD (4)	0.4%	980	3.14	0.4 yrs	980	3.09	972	5.27	0.4	-0.4	-1.1	-8	-0.8%	0.37	0.36	0.00	100 %
CD (4)	0.4%	980	3.14	0.4 yrs	980	3.09	972	5.27	0.4	-0.4	-1.1	-8	-0.8%	0.37	0.36	0.00	100 %
Cash & Other (4)	36.9%	102,512	0.78	-0.9 yrs	102,512	0.78	102,512	0.78	0.0	0.0	0.0	0	0.0%	0.01	0.01	0.00	100 %
Other (4)	36.9%	102,512	0.78	-0.9 yrs	102,512	0.78	102,512	0.78	0.0	0.0	0.0	0	0.0%	0.01	0.01	0.00	100 %
Total (48)	100.0%	277,592	1.07	0.9 yrs	277,592	1.07	266,530	3.11	1.2	-1.2	-3.4	-11,062	-4.0%	1.29	1.16	0.01	100 %

Shocked Analysis

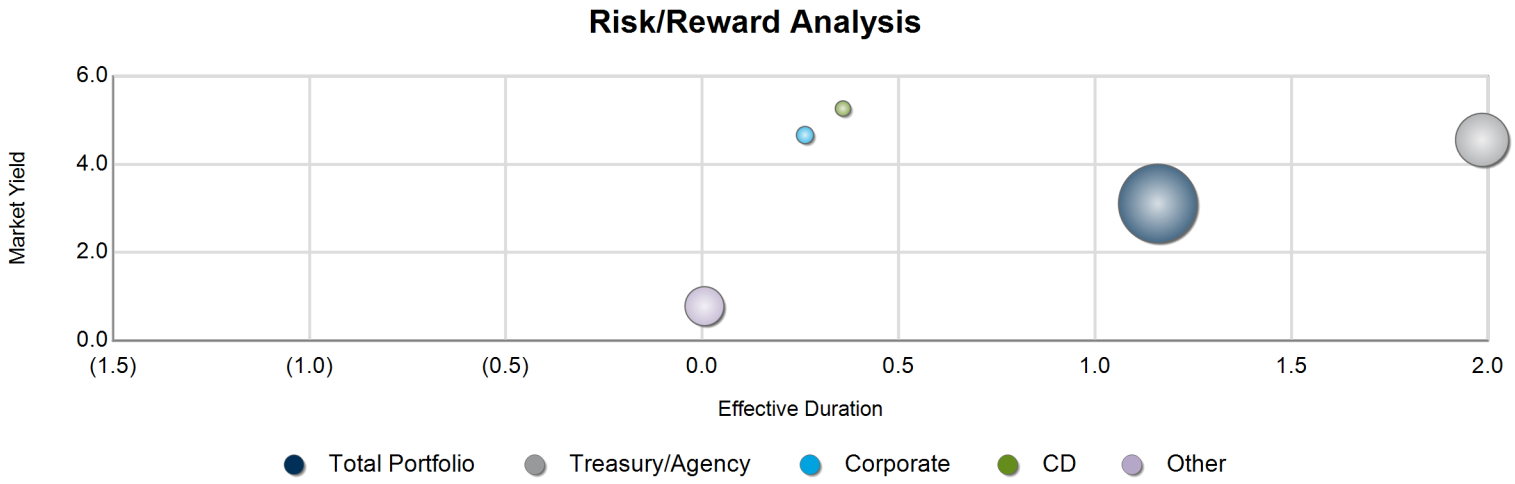
	-200	-100	Base	+100	+200	+300	+400
Par Value	277,592	277,592	277,592	277,592	277,592	277,592	277,592
Book Value	277,592	277,592	277,592	277,592	277,592	277,592	277,592
Market Value	272,687	269,630	266,530	263,454	260,441	257,506	254,652
Gain/(Loss)	-4,905	-7,962	-11,062	-14,138	-17,151	-20,086	-22,940
Gain/(Loss) %	-1.8%	-2.9%	-4.0%	-5.1%	-6.2%	-7.2%	-8.3%
Gain/(Loss) % - Chg from Base	2.3%	1.2%	0.0%	-1.2%	-2.3%	-3.4%	-4.5%
Book Price	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Book Yield	1.07	1.07	1.07	1.07	1.07	1.07	1.07
Market Price	98.23	97.13	96.01	94.91	93.82	92.76	91.74
Market Yield	1.20	2.14	3.11	4.09	5.07	6.05	7.04
WAL	1.28	1.29	1.29	1.29	1.29	1.29	1.29



Price Risk & Market Value Change by Sector

	AFS						HTM					
	% Change in Market Value from Level					Eff	% Change in Market Value from Level					Eff
Sector	-100	Mkt Value	+100	+200	+300	Dur	-100	Mkt Value	+100	+200	+300	Dur
Treasury/Agency	2.0%	154,048	-2.0%	-3.9%	-5.8%	2.0%						
Corporate	0.3%	8,998	-0.3%	-0.5%	-0.8%	0.3%						
CD	0.4%	972	-0.4%	-0.7%	-1.1%	0.4%						
Other	0.0%	102,512	0.0%	0.0%	0.0%	0.0%						
Total	1.2%	266,530	-1.2%	-2.3%	-3.4%	1.2%						
Scenario Market Val	269,630	266,530	263,454	260,441	257,506							
Scenario Gain/Loss	-7,962	-11,062	-14,138	-17,151	-20,086							

Total Portfolio (AFS + HTM):	
% Change in Market Val from Level	
-200 bps	2.3%
-100 bps	1.2%
Level Market Val	266,530
+100 bps	-1.2%
+200 bps	-2.3%
+300 bps	-3.4%
+400 bps	-4.5%
Effective Duration	*1.16*
Effective Convexity	0.01



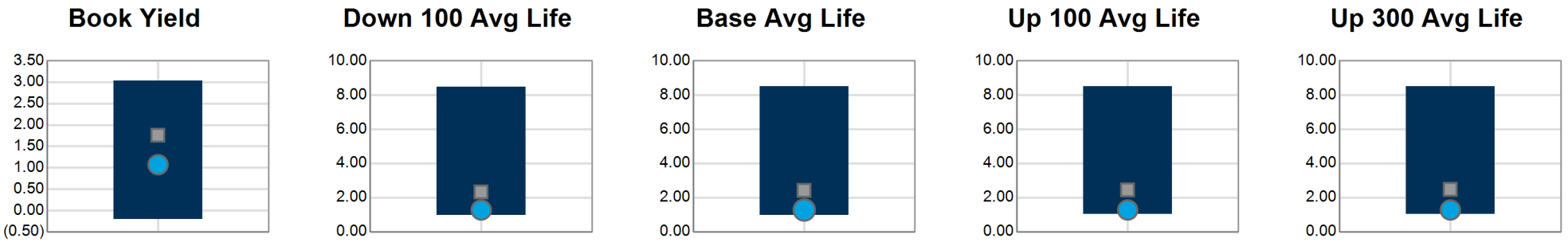
Peer Group Comparison

Peer	As of Date	Book Value	G/L %	Book Yield	Average Life			% Price Change			Effective		UST	Fix		Fix	Flt	Agy	Sm	Prv			CD &	%	%
					Base	-100	+300	-100	+100	+300	Dur	Cvx	Agy	MBS	ARM	CMO	CMO	CMBS	Bus.	Label	Muni	Corp	Oth	Fixed	AFS
1	09/22	294,615	-3.6	2.03	1.8	1.6	1.8	1.5	-1.5	-4.6	1.5	0.0	45%	0%	0%	0%	0%	0%	0%	0%	50%	5%	0%	100%	100%
2	12/22	296,453	-4.5	1.39	1.6	1.6	1.7	1.6	-1.5	-4.5	1.5	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
3	10/22	318,564	-4.7	-0.20	1.3	1.3	1.3	1.2	-1.2	-3.5	1.2	0.0	83%	0%	0%	0%	0%	0%	0%	0%	17%	0%	0%	100%	100%
4	09/22	215,653	-2.9	1.18	1.0	1.0	1.0	1.0	-1.0	-2.9	1.0	0.0	87%	0%	0%	0%	0%	0%	0%	0%	13%	0%	0%	100%	100%
5	12/22	202,508	-2.2	3.04	1.8	1.7	2.0	1.5	-1.5	-4.5	1.5	0.0	6%	1%	1%	8%	1%	12%	0%	2%	23%	44%	0%	78%	100%
6	11/22	201,469	-4.3	2.10	2.4	2.3	2.4	2.1	-2.1	-6.2	2.1	0.0	66%	0%	0%	0%	0%	0%	0%	0%	24%	0%	10%	100%	100%
7	10/22	164,960	-7.8	1.60	2.8	2.7	2.9	2.4	-2.4	-7.3	2.4	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
8	11/22	141,774	-5.2	1.30	2.0	2.0	2.0	1.8	-1.8	-5.3	1.8	0.0	76%	0%	0%	0%	0%	0%	0%	0%	0%	1%	23%	100%	100%
9	11/22	130,992	-4.5	2.14	1.6	1.7	1.7	1.4	-1.4	-4.3	1.4	0.0	42%	0%	0%	0%	0%	0%	0%	0%	37%	6%	15%	100%	13%
10	09/22	462,448	-3.2	2.99	2.6	2.3	2.7	2.0	-2.1	-6.4	2.0	-0.1	90%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	98%	100%
11	09/22	66,022	-6.1	1.84	3.2	3.0	3.5	2.6	-2.8	-8.4	2.7	-0.2	82%	1%	0%	1%	0%	0%	0%	0%	0%	11%	7%	97%	100%
12	11/22	55,990	-12.5	1.95	5.6	5.2	7.3	4.6	-4.5	-13.6	4.6	0.0	2%	18%	1%	41%	0%	4%	0%	0%	27%	0%	5%	98%	100%
13	12/22	41,763	-3.5	2.17	1.2	1.2	1.2	1.1	-1.1	-3.3	1.1	0.0	23%	0%	0%	0%	0%	0%	0%	0%	39%	0%	37%	100%	96%
14	09/22	517,614	-8.3	1.65	4.2	4.2	4.2	3.6	-3.6	-10.3	3.6	0.1	51%	0%	0%	0%	0%	0%	0%	0%	39%	5%	5%	100%	100%
15	12/22	36,570	-10.1	1.12	3.3	3.3	3.3	3.0	-3.0	-8.7	3.0	0.0	98%	0%	0%	0%	0%	0%	0%	0%	0%	0%	2%	100%	100%
16	12/22	35,714	-9.0	1.84	3.8	3.8	3.8	3.1	-3.2	-9.7	3.2	-0.2	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%
17	10/22	27,465	-9.7	1.47	3.2	3.2	3.2	3.0	-2.9	-8.6	3.0	0.0	57%	0%	0%	0%	0%	3%	0%	0%	2%	1%	38%	100%	100%
18	09/22	22,544	-4.0	2.21	2.6	2.6	2.6	2.4	-2.3	-6.7	2.4	0.1	67%	0%	0%	0%	0%	0%	0%	0%	0%	0%	33%	100%	100%
19	09/22	21,921	-8.4	0.89	2.7	2.6	2.7	2.4	-2.4	-7.2	2.4	0.0	79%	0%	0%	0%	0%	0%	0%	0%	10%	0%	11%	100%	100%
20	12/22	16,381	-7.2	1.79	2.8	2.8	2.8	2.6	-2.6	-7.4	2.6	0.1	0%	0%	0%	0%	0%	0%	0%	0%	44%	29%	26%	100%	100%
21	09/22	11,856	-5.0	1.25	2.2	2.2	2.3	2.0	-2.0	-6.0	2.0	0.0	38%	0%	0%	0%	0%	0%	0%	0%	12%	17%	33%	100%	100%
22	09/22	11,706	-6.6	1.84	2.3	2.3	2.3	2.2	-2.1	-6.1	2.1	0.1	0%	0%	0%	0%	0%	0%	0%	0%	20%	42%	38%	100%	100%
23	09/22	10,037	-3.1	1.61	2.5	2.5	2.5	2.3	-2.2	-6.5	2.2	0.0	32%	0%	0%	0%	0%	0%	0%	0%	23%	15%	30%	100%	100%
24	10/22	9,174	-14.3	2.66	8.5	8.5	8.5	5.4	-5.2	-14.9	5.2	0.1	0%	0%	0%	0%	0%	0%	0%	0%	86%	3%	11%	100%	100%
25	10/22	9,080	-3.3	2.51	1.7	1.5	1.7	1.4	-1.5	-4.5	1.4	0.0	31%	0%	0%	0%	0%	0%	0%	0%	0%	0%	69%	100%	100%
Avg		132,931	-6.2	1.77	2.7	2.7	2.9	2.3	-2.3	-6.8	2.3	0.0	54%	1%	0%	2%	0%	1%	0%	0%	19%	7%	16%	99%	96%
Port		277,592	-4.0	1.07	1.3	1.3	1.3	1.2	-1.2	-3.4	1.2	0.0	59%	0%	0%	0%	0%	0%	0%	0%	0%	3%	37%	100%	100%
Diff		144,661	2.2	-0.70	-1.5	-1.4	-1.6	-1.2	1.2	3.5	-1.2	0.0	5%	-1%	0%	-2%	0%	-1%	0%	0%	-19%	-4%	21%	1%	4%

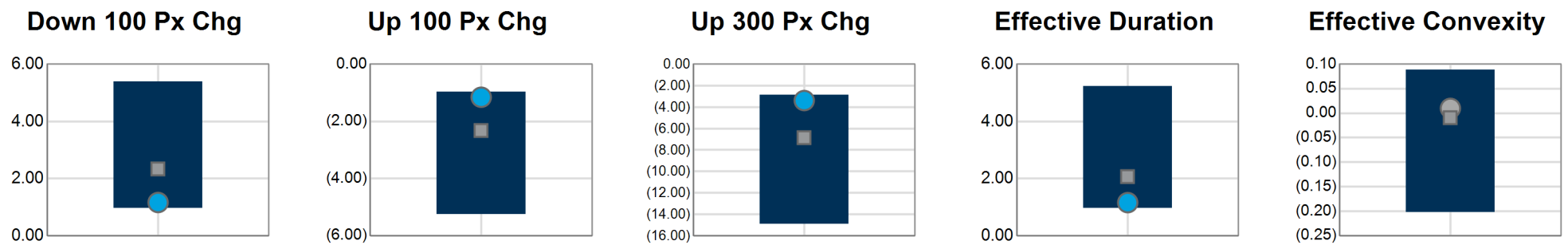
* Peer group includes Public Entitys that have received portfolio analysis from Stifel in the last three months with the closest portfolio book values.

Summary Peer Comparison

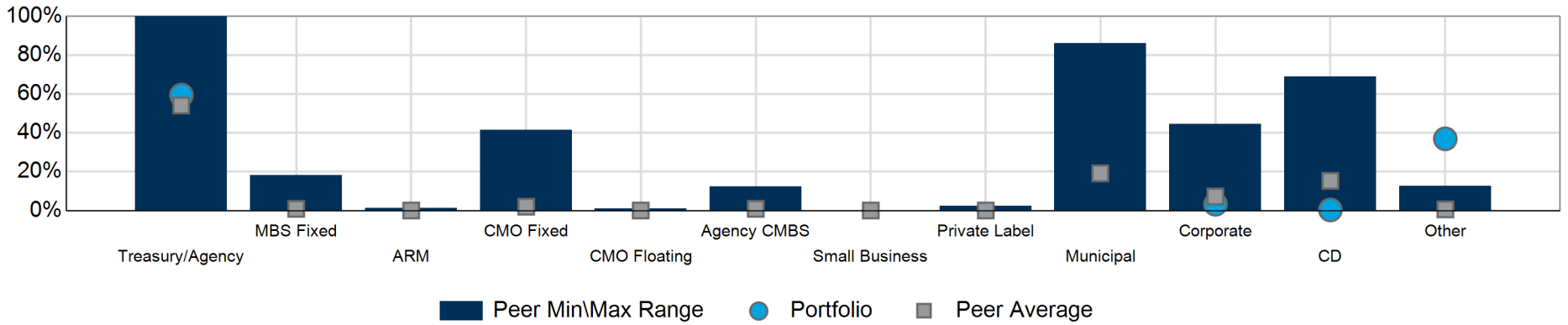
Yield and Average Life Peer Comparison



Price Risk Peer Comparison



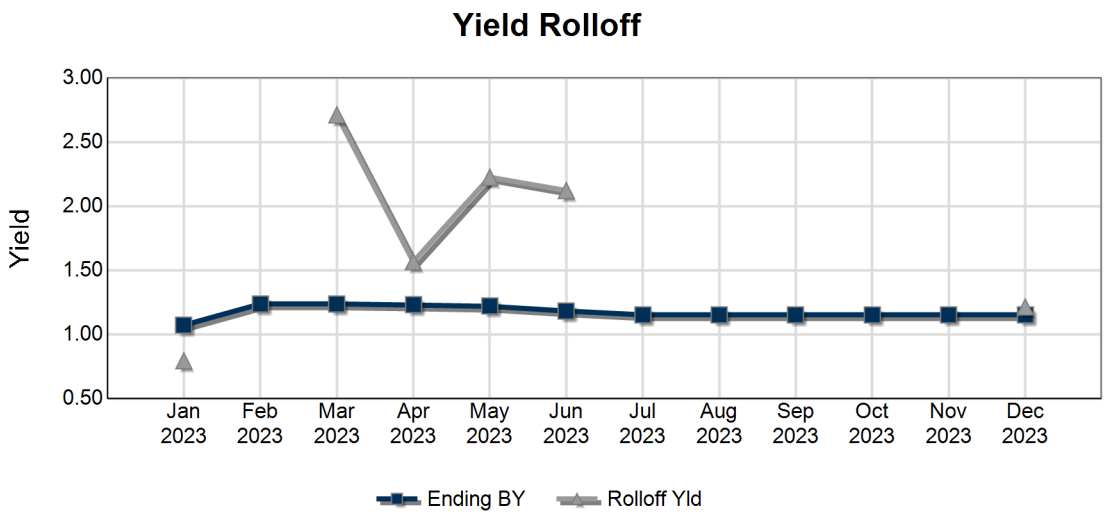
Porfolio vs. Peer Allocations



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

Cash Flow and Rolloff Yield - Next 12 Months

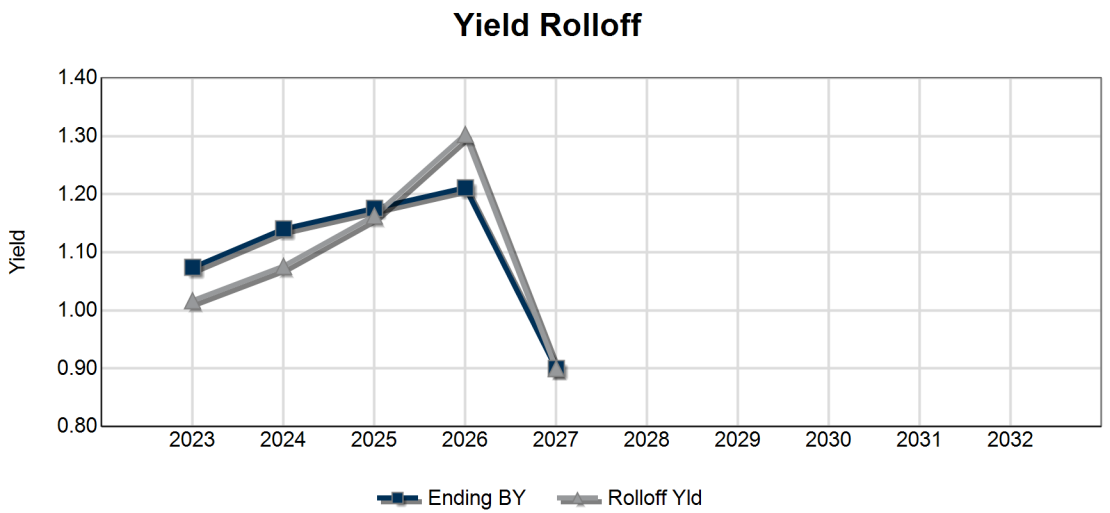
Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Jan 2023	1.07	103,512	0.80	1.24
Feb 2023	1.24	0		1.24
Mar 2023	1.24	1,000	2.71	1.23
Apr 2023	1.23	5,000	1.57	1.22
May 2023	1.22	5,870	2.23	1.18
Jun 2023	1.18	5,000	2.12	1.15
Jul 2023	1.15	0		1.15
Aug 2023	1.15	0		1.15
Sep 2023	1.15	0		1.15
Oct 2023	1.15	0		1.15
Nov 2023	1.15	0		1.15
Dec 2023	1.15	29,000	1.22	1.14



Shocked Principal and Interest Cash Flow Analysis							
Year	-200	-100	Base	+100	+200	+300	+400
Jan 2023	104,587	103,577	103,577	103,577	103,577	103,577	103,577
Feb 2023	70	70	70	70	70	70	70
Mar 2023	74	1,088	1,088	1,088	1,088	1,088	1,088
Apr 2023	5,154	5,154	5,154	5,154	5,154	5,154	5,154
May 2023	5,948	5,948	5,948	5,948	5,948	5,948	5,948
Jun 2023	5,637	5,637	5,637	5,637	5,637	5,637	5,637
Jul 2023	48	48	48	48	48	48	48
Aug 2023	70	70	70	70	70	70	70
Sep 2023	74	74	74	74	74	74	74
Oct 2023	115	115	115	115	115	115	115
Nov 2023	15	15	15	15	15	15	15
Dec 2023	29,587	29,587	29,587	29,587	29,587	29,587	29,587

Cash Flow and Rolloff Yield - Next 10 Years

Yield Rolloff				
Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2023	1.07	149,382	1.02	1.14
2024	1.14	45,750	1.08	1.18
2025	1.18	60,460	1.16	1.21
2026	1.21	17,000	1.30	0.90
2027	0.90	5,000	0.90	
2028				
2029				
2030				
2031				
2032				

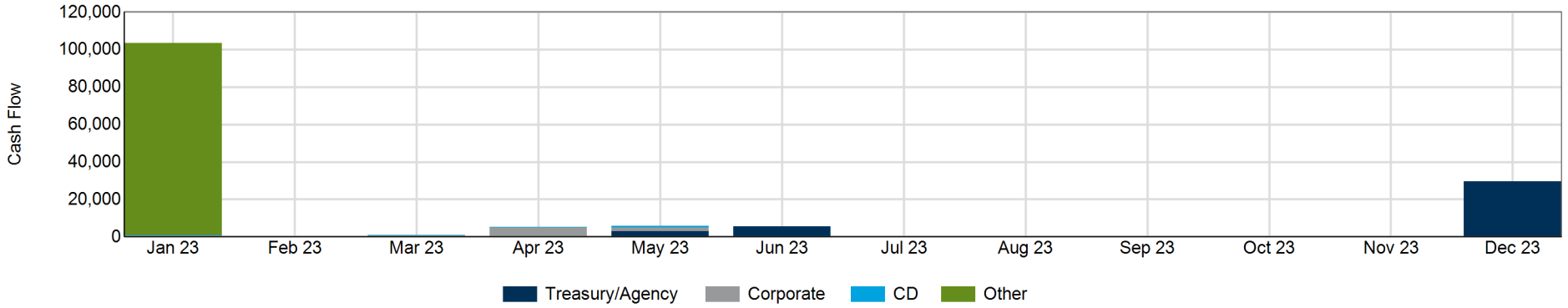


Shocked Principal and Interest Cash Flow Analysis							
Year	-200	-100	Base	+100	+200	+300	+400
2023	151,380	151,384	151,384	151,384	151,384	151,384	151,384
2024	47,143	47,143	47,143	47,143	47,143	47,143	47,143
2025	61,297	61,297	61,297	61,297	61,297	61,297	61,297
2026	17,208	17,208	17,208	17,208	17,208	17,208	17,208
2027	5,023	5,023	5,023	5,023	5,023	5,023	5,023

Sector Cash Flow - Next 12 Months

		Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	Bk Yld Chg
Treasury/Agency	Cash Flow	48	70	74	115	2,869	5,637	48	70	74	115	15	29,587	
	End BY	1.21	1.21	1.21	1.21	1.18	1.15	1.15	1.15	1.15	1.15	1.15	1.14	-0.07
Corporate	Cash Flow	1,012	0	1,014	5,039	2,087								
	End BY	1.60	1.60	1.44	1.14									
CD	Cash Flow	1	1	1	1	992								
	End BY	3.09	3.09	3.09	3.09									
Other	Cash Flow	102,516												
	End BY													
Total	Cash Flow	103,577	70	1,088	5,154	5,948	5,637	48	70	74	115	15	29,587	
	End BY	1.24	1.24	1.23	1.22	1.18	1.15	1.15	1.15	1.15	1.15	1.15	1.14	-0.10

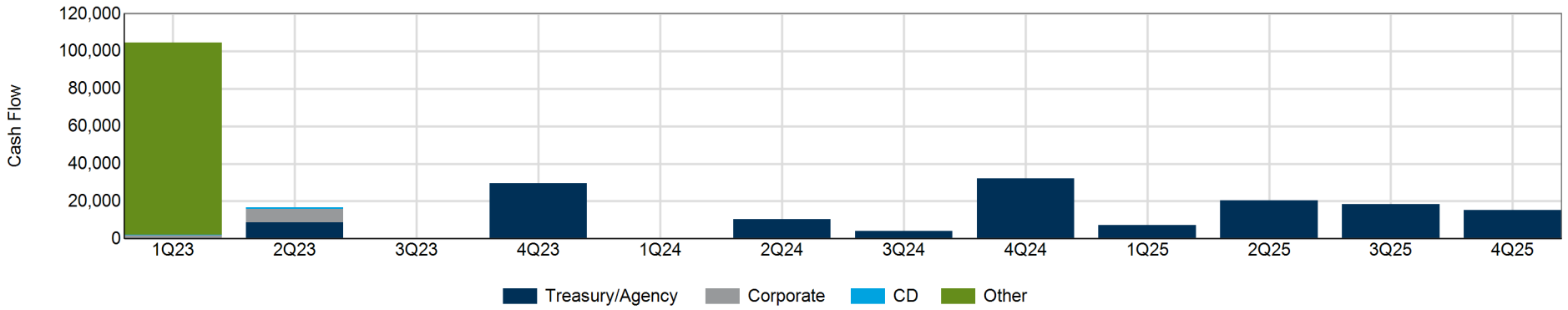
Total Cash Flows By Sector



Sector Cash Flow - Next 3 Years

		1Q23	2Q23	3Q23	4Q23	1Q24	2Q24	3Q24	4Q24	1Q25	2Q25	3Q25	4Q25	Bk Yld Chg
Treasury/Agency	Cash Flow	192	8,620	192	29,718	192	10,539	4,194	32,218	7,187	20,298	18,460	15,352	
	End BY	1.21	1.15	1.15	1.14	1.14	1.13	1.15	1.18	1.19	1.27	1.41	1.21	0.00
Corporate	Cash Flow	2,026	7,126											
	End BY	1.44												
CD	Cash Flow	2	993											
	End BY	3.09												
Other	Cash Flow	102,516												
	End BY													
Total	Cash Flow	104,736	16,739	192	29,718	192	10,539	4,194	32,218	7,187	20,298	18,460	15,352	
	End BY	1.23	1.15	1.15	1.14	1.14	1.13	1.15	1.18	1.19	1.27	1.41	1.21	-0.02

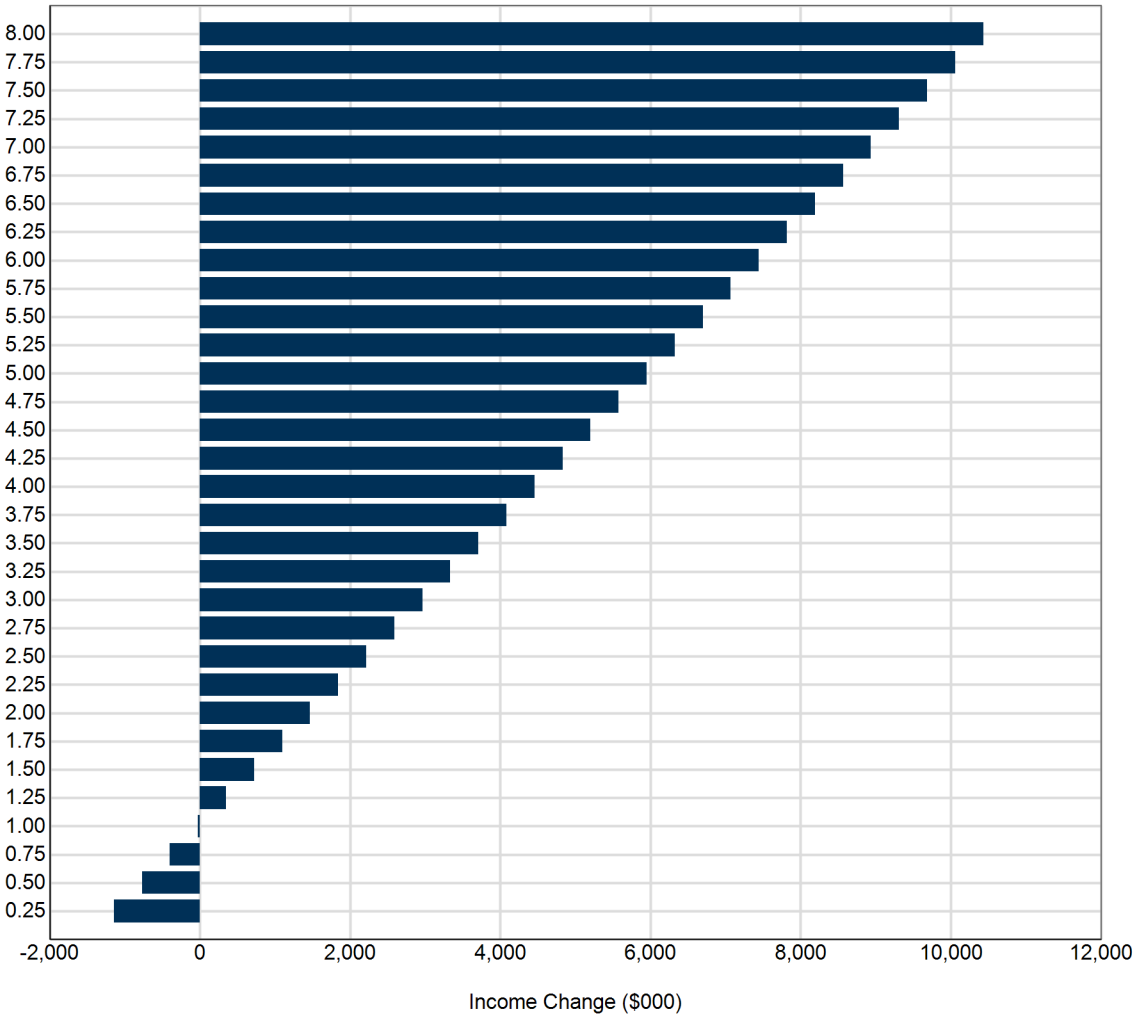
Total Cash Flows By Sector



Gap Analysis - Potential Income Impact of Principal Reinvestment

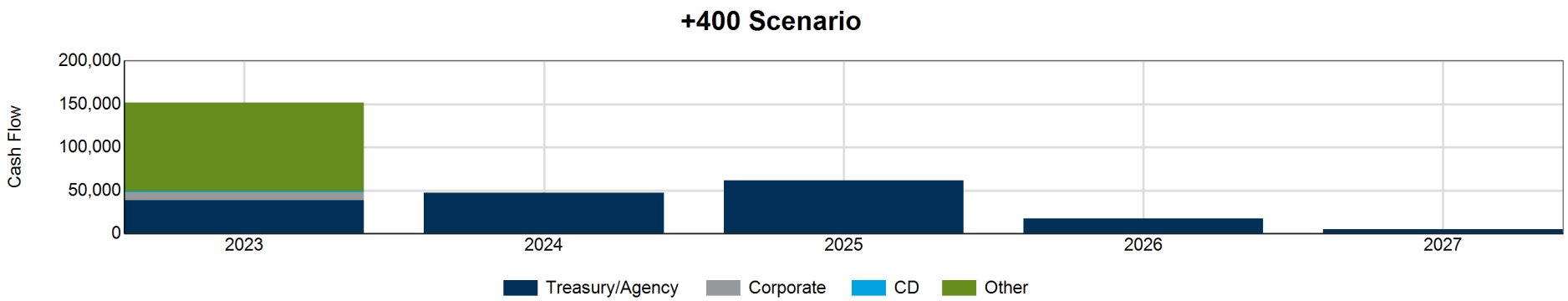
Principal Maturing(12 Mo.Horizon): $149,382
Current Book Yield of Principal Maturing: 1.02%
Est. Annual Income at Current Book Yield: $1,519

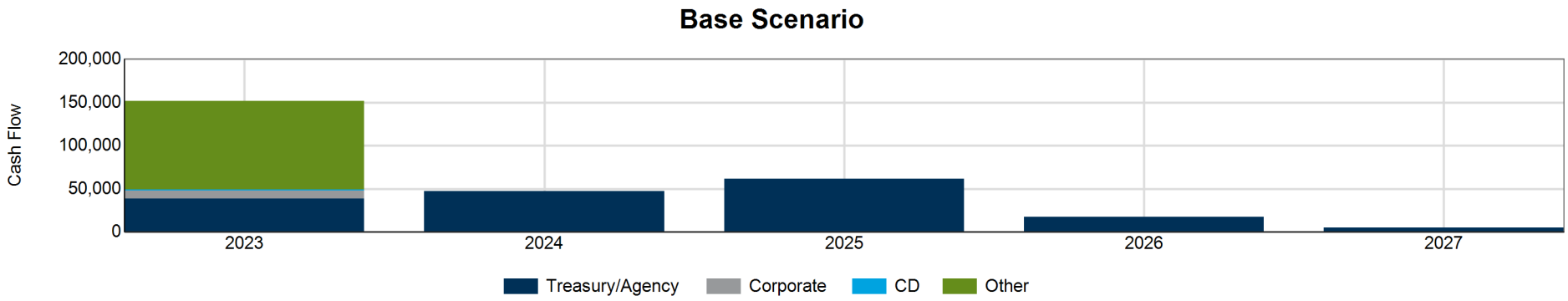
Estimated Impact on Income at Various Reinvestment Yields

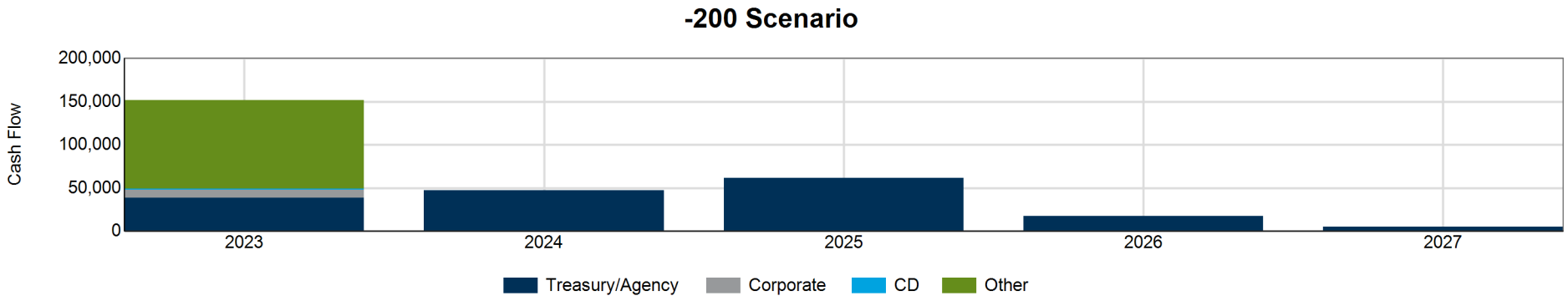


Assumed Reinvestment Yield	Estimated Annualized Income	Income Difference from Current Book	Resulting Book Yield
0.25	373	-1,145	0.66
0.50	747	-772	0.80
0.75	1,120	-398	0.93
1.00	1,494	-25	1.06
1.25	1,867	349	1.20
1.50	2,241	722	1.33
1.75	2,614	1,095	1.47
2.00	2,988	1,469	1.60
2.25	3,361	1,842	1.74
2.50	3,735	2,216	1.87
2.75	4,108	2,589	2.01
3.00	4,481	2,963	2.14
3.25	4,855	3,336	2.28
3.50	5,228	3,710	2.41
3.75	5,602	4,083	2.54
4.00	5,975	4,457	2.68
4.25	6,349	4,830	2.81
4.50	6,722	5,203	2.95
4.75	7,096	5,577	3.08
5.00	7,469	5,950	3.22
5.25	7,843	6,324	3.35
5.50	8,216	6,697	3.49
5.75	8,589	7,071	3.62
6.00	8,963	7,444	3.76
6.25	9,336	7,818	3.89
6.50	9,710	8,191	4.02
6.75	10,083	8,565	4.16
7.00	10,457	8,938	4.29
7.25	10,830	9,311	4.43
7.50	11,204	9,685	4.56
7.75	11,577	10,058	4.70
8.00	11,951	10,432	4.83

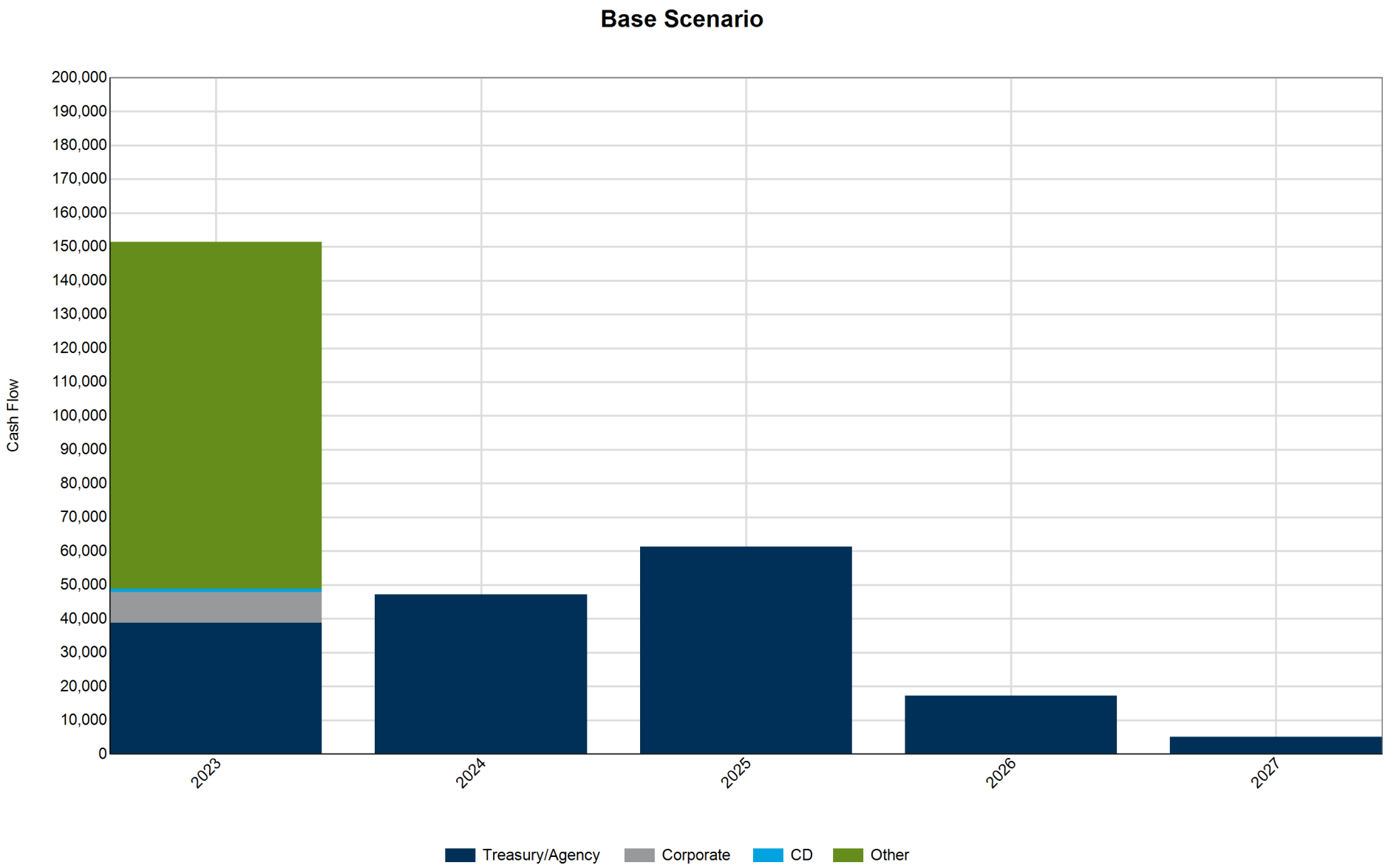
Shocked Cash Flows By Sector - Next 10 Years



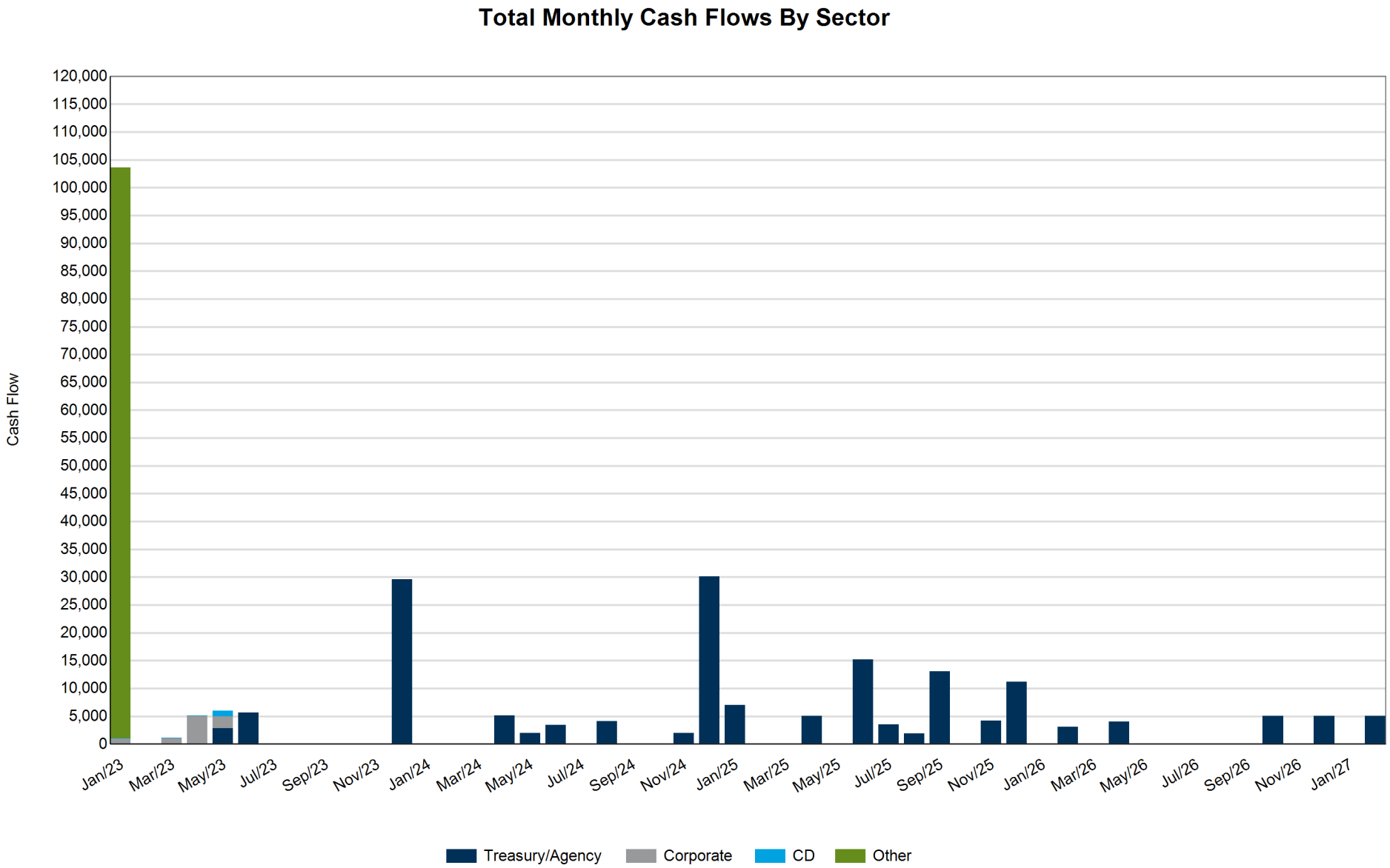




Cash Flows By Sector - Next 30 Years

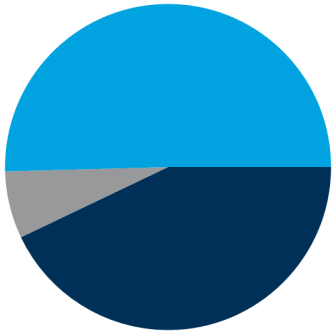


Cash Flow Projection By Month - Next 5 Years



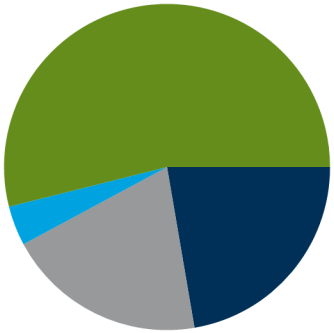
Agency - Summary

Subsector



Treasury (43%)
Callable Agency (50%)
Agency Bullet (7%)

Issuer



FFCB (22%)
FNMA (4%)
Other (54%)
FHLB (20%)

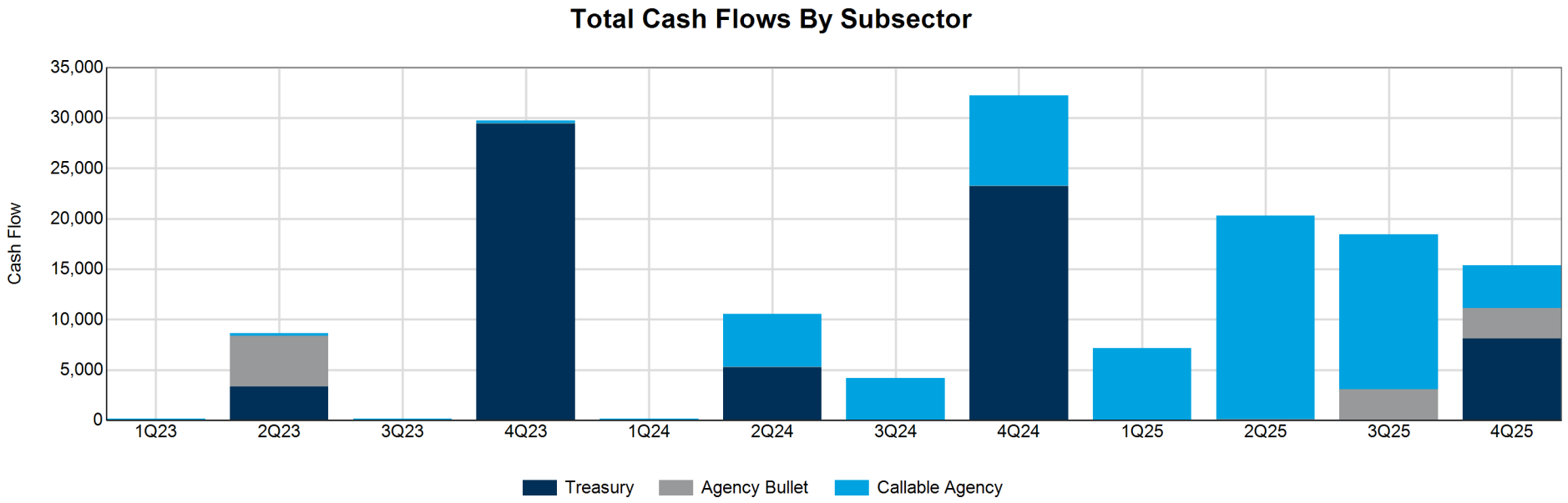
Call Type

Anytime (43%)
Quarterly (57%)

Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Book Price Value	Book Yield	Market Price Value	Market Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	% Px Δ -100 +300	Dur Base	Cvx Base	AFS %
				1.6 yrs	100.00		95.72		-3,034	-4.3%	1.62	1.6	1.54	0.04	
Treasury (14)	42.9%	70,815	1.55		70,815	1.54	67,781	4.55	-6,055	-8.6%	1.62	-4.5			100.0%
				1.7 yrs	100.00		95.86		-456	-4.1%	1.70	1.6	1.59	0.05	
Agency Bullet (4)	6.7%	11,000	1.93		11,000	1.92	10,544	4.53	-941	-8.6%	1.70	-4.6			100.0%
				2.6 yrs	100.00		91.00		-7,488	-9.0%	2.64	2.4	2.44	-0.01	
Callable Agency (18)	50.4%	83,210	0.83	0.2 yrs	83,210	0.83	75,722	4.56	-12,907	-15.5%	2.64	-7.2			100.0%
				2.1 yrs	100.00		93.35		-10,978	-6.7%	2.14	2.0	1.99	0.02	
Total (36)	100.0%	165,025	1.21	0.2 yrs	165,025	1.21	154,048	4.55	-19,903	-12.1%	2.14	-5.8			100.0%

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

	1Q23	2Q23	3Q23	4Q23	1Q24	2Q24	3Q24	4Q24	1Q25	2Q25	3Q25	4Q25	Bk Yld Chg
Cash Flow	192	8,620	192	29,718	192	10,539	4,194	32,218	7,187	20,298	18,460	15,352	
End BY	1.21	1.15	1.15	1.14	1.14	1.13	1.15	1.18	1.19	1.27	1.41	1.21	0.00
Cash Flow	192	8,620	192	29,718	192	10,539	4,194	32,218	7,187	20,298	18,460	15,352	
End BY	1.21	1.15	1.15	1.14	1.14	1.13	1.15	1.18	1.19	1.27	1.41	1.21	0.00



Shocked Agency Projected Call Schedule

	Callable Agency Rate Shock Analysis – Projected Par Value Redeemed at NEXT Call Date – Monthly								
	-100	-75	-50	-25	0	25	50	75	100
Dec 22	-	-	-	-	-	-	-	-	-
Jan 23	-	-	-	-	-	-	-	-	-
Feb 23	-	-	-	-	-	-	-	-	-
Mar 23	-	-	-	-	-	-	-	-	-
Apr 23	-	-	-	-	-	-	-	-	-
May 23	-	-	-	-	-	-	-	-	-
Jun 23	-	-	-	-	-	-	-	-	-
Jul 23	-	-	-	-	-	-	-	-	-
Aug 23	-	-	-	-	-	-	-	-	-
Sep 23	-	-	-	-	-	-	-	-	-
Oct 23	-	-	-	-	-	-	-	-	-
Nov 23	-	-	-	-	-	-	-	-	-

	Callable Agency Rate Shock Analysis – Projected Par Value Redeemed at NEXT Call Date – Quarterly								
	-100	-75	-50	-25	0	25	50	75	100
4Q22	-	-	-	-	-	-	-	-	-
1Q23	-	-	-	-	-	-	-	-	-
2Q23	-	-	-	-	-	-	-	-	-
3Q23	-	-	-	-	-	-	-	-	-
4Q23	-	-	-	-	-	-	-	-	-
1Q24	-	-	-	-	-	-	-	-	-
2Q24	-	-	-	-	-	-	-	-	-
3Q24	-	-	-	-	-	-	-	-	-
4Q24	-	-	-	-	-	-	-	-	-
1Q25	-	-	-	-	-	-	-	-	-
2Q25	-	-	-	-	-	-	-	-	-
3Q25	-	-	-	-	-	-	-	-	-
4Q25	-	-	-	-	-	-	-	-	-
1Q26	-	-	-	-	-	-	-	-	-
2Q26	-	-	-	-	-	-	-	-	-
3Q26	-	-	-	-	-	-	-	-	-

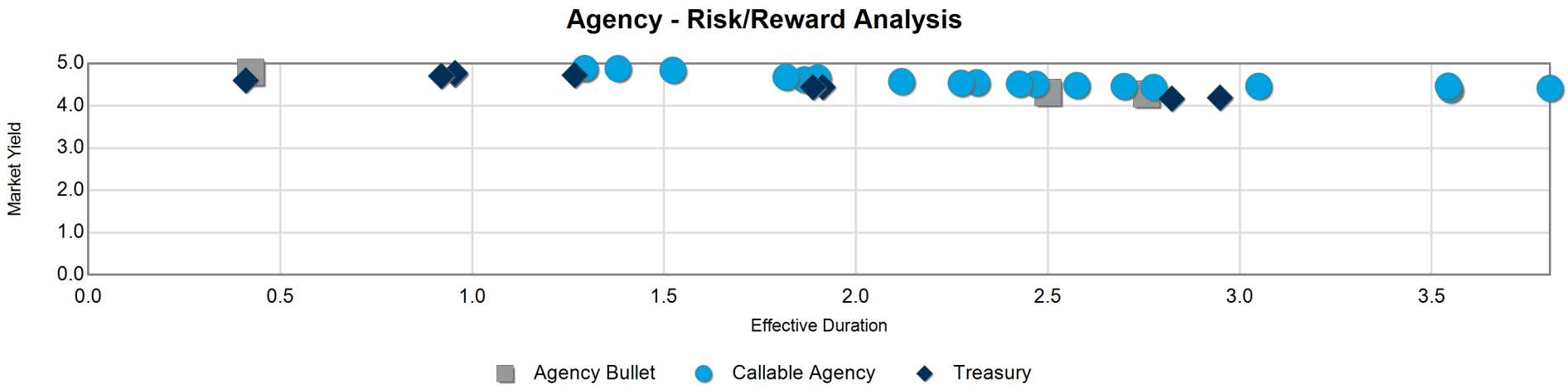
Shocked Agency Projected Call Schedule - Next 12 Months

	-200	-100	Base	+100	+200	+300	+400
Dec 22	-	-	-	-	-	-	-
Jan 23	-	-	-	-	-	-	-
Feb 23	-	-	-	-	-	-	-
Mar 23	-	-	-	-	-	-	-
Apr 23	-	-	-	-	-	-	-
May 23	-	-	-	-	-	-	-
Jun 23	-	-	-	-	-	-	-
Jul 23	-	-	-	-	-	-	-
Aug 23	-	-	-	-	-	-	-
Sep 23	-	-	-	-	-	-	-
Oct 23	-	-	-	-	-	-	-
Nov 23	-	-	-	-	-	-	-

Agency Projected Call Report - CUSIP Level

Sec No.	CUSIP	Issuer	Cpn	Cpn Type	Maturity	Par Value	Next Call	Call Type	Mkt Price	Gain/ Loss	Projected Shocked Call Dates -200	-100	Base	+100	+200	+300	+400
21	3133EL2X1	FFCB	0.42	Fixed	05/06/24	2,000	01/13/23	Anytime	94.233	-115	05/24	05/24	05/24	05/24	05/24	05/24	05/24
22	3130AMQR6	FHLB	0.35	Fixed	06/07/24	3,000	03/07/23	Quarterly	93.784	-186	06/24	06/24	06/24	06/24	06/24	06/24	06/24
23	3130AMHH8	FHLB	0.41	Fixed	08/01/24	4,000	03/01/23	Quarterly	93.308	-268	08/24	08/24	08/24	08/24	08/24	08/24	08/24
24	3134GWNG7	FHLMC	0.50	Fixed	11/27/24	2,000	02/27/23	Quarterly	92.453	-151	11/24	11/24	11/24	11/24	11/24	11/24	11/24
25	3130AQDY6	FHLB	1.00	Fixed	12/30/24	6,750	01/13/23	Anytime	93.158	-462	12/24	12/24	12/24	12/24	12/24	12/24	12/24
29	3130AQEA7	FHLB	1.05	Fixed	01/14/25	7,000	01/14/23	Quarterly	93.048	-487	01/25	01/25	01/25	01/25	01/25	01/25	01/25
31	3133EMUP5	FFCB	0.71	Fixed	04/01/25	5,000	01/13/23	Anytime	91.808	-410	04/25	04/25	04/25	04/25	04/25	04/25	04/25
32	3133ENHW3	FFCB	1.17	Fixed	06/23/25	10,000	01/13/23	Anytime	92.181	-782	06/25	06/25	06/25	06/25	06/25	06/25	06/25
33	3133ELK37	FFCB	0.78	Fixed	06/16/25	5,000	01/13/23	Anytime	91.316	-434	06/25	06/25	06/25	06/25	06/25	06/25	06/25
34	3136G4ZP1	FNMA	0.65	Fixed	07/30/25	3,500	01/30/23	Quarterly	90.663	-327	07/25	07/25	07/25	07/25	07/25	07/25	07/25
35	3133EL3P7	FFCB	0.53	Fixed	08/12/25	1,810	01/13/23	Anytime	90.266	-176	08/25	08/25	08/25	08/25	08/25	08/25	08/25
38	3134GWUG9	FHLMC	0.57	Fixed	09/24/25	10,000	03/24/23	Quarterly	90.035	-997	09/25	09/25	09/25	09/25	09/25	09/25	09/25
39	3134GXBM5	FHLMC	0.60	Fixed	11/12/25	1,150	02/12/23	Quarterly	89.715	-118	11/25	11/25	11/25	11/25	11/25	11/25	11/25
41	3130AMRQ7	FHLB	0.88	Fixed	12/30/25	3,000	03/30/23	Quarterly	90.091	-297	12/25	12/25	12/25	12/25	12/25	12/25	12/25
45	3130AN5C0	FHLB	1.05	Fixed	04/29/26	4,000	01/29/23	Quarterly	89.536	-419	04/26	04/26	04/26	04/26	04/26	04/26	04/26
46	3134GW4C7	FHLMC	0.80	Fixed	10/27/26	5,000	01/27/23	Quarterly	87.228	-639	10/26	10/26	10/26	10/26	10/26	10/26	10/26
47	3133ENJC5	FFCB	1.29	Fixed	12/22/26	5,000	12/22/23	Anytime	88.801	-560	12/26	12/26	12/26	12/26	12/26	12/26	12/26
48	3130AL5A8	FHLB	0.90	Fixed	02/26/27	5,000	02/26/23	Quarterly	86.776	-661	02/27	02/27	02/27	02/27	02/27	02/27	02/27
			0.83			83,210			91.001	-7,488							

Agency - Risk/Reward Analysis



Top 5 Market Yields

CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ Up 300
3133EL2X1	FFCB 0.42 05/06/24	Callable Agency	1,885	4.89%	1.29	-3.8
3130AMQR6	FHLB 0.35 06/07/24	Callable Agency	2,814	4.88%	1.38	-4.0
3130AMHH8	FHLB 0.41 08/01/24	Callable Agency	3,732	4.84%	1.52	-4.4
3133EKPT7	FFCB 2 1/8 06/05/23	Agency Bullet	4,944	4.79%	0.42	-1.3
912828V23	T 2 1/4 12/31/23	Treasury	3,903	4.77%	0.96	-2.8

Bottom 5 Market Yields

CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ Up 300
9128285T3	T 2 5/8 12/31/25	Treasury	2,871	4.17%	2.82	-8.1
9128285T3	T 2 5/8 12/31/25	Treasury	4,784	4.17%	2.82	-8.1
9128286F2	T 2 1/2 02/28/26	Treasury	2,851	4.19%	2.95	-8.5
3135G06G3	FNMA 0 1/2 11/07/25	Agency Bullet	2,698	4.28%	2.76	-7.9
3133EJYM5	FFCB 3.02 09/04/25	Agency Bullet	967	4.32%	2.50	-7.2

Top 5 Price Volatility (% price change +300)

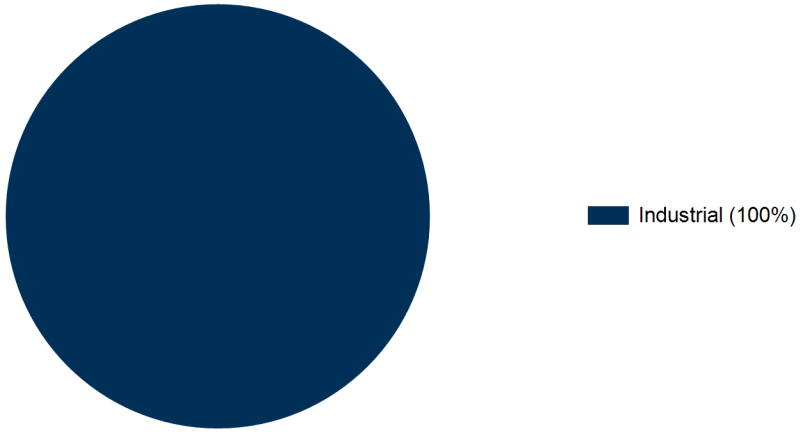
CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ Up 300
3130AL5A8	FHLB 0.9 02/26/27	Callable Agency	4,339	4.42%	3.81	-11.0
3133ENJC5	FFCB 1.29 12/22/26	Callable Agency	4,440	4.39%	3.55	-10.4
3134GW4C7	FHLMC 0.8 10/27/26	Callable Agency	4,361	4.47%	3.54	-10.2
3130AN5C0	FHLB 1.05 04/29/26	Callable Agency	3,581	4.47%	3.05	-8.9
9128286F2	T 2 1/2 02/28/26	Treasury	2,851	4.19%	2.95	-8.5

Next 5 Projected Redemptions

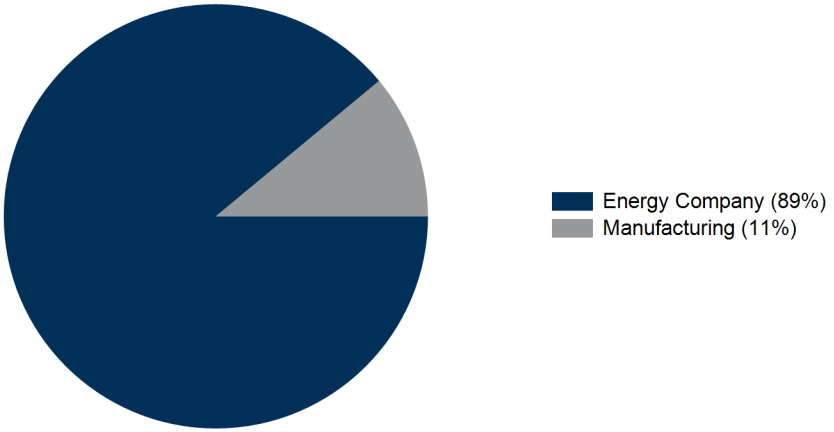
CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	Mat/Call
9128284S6	T 2 3/4 05/31/23	Treasury	2,793	4.60%	0.41	05/01/23
3133EKPT7	FFCB 2 1/8 06/05/23	Agency Bullet	4,944	4.79%	0.42	06/01/23
9128285U0	T 2 5/8 12/31/23	Treasury	4,898	4.74%	0.95	12/01/23
912828V23	T 2 1/4 12/31/23	Treasury	3,903	4.77%	0.96	12/01/23
912828V23	T 2 1/4 12/31/23	Treasury	4,878	4.77%	0.96	12/01/23

Corporate - Summary

Sector Allocation



Industry Allocation



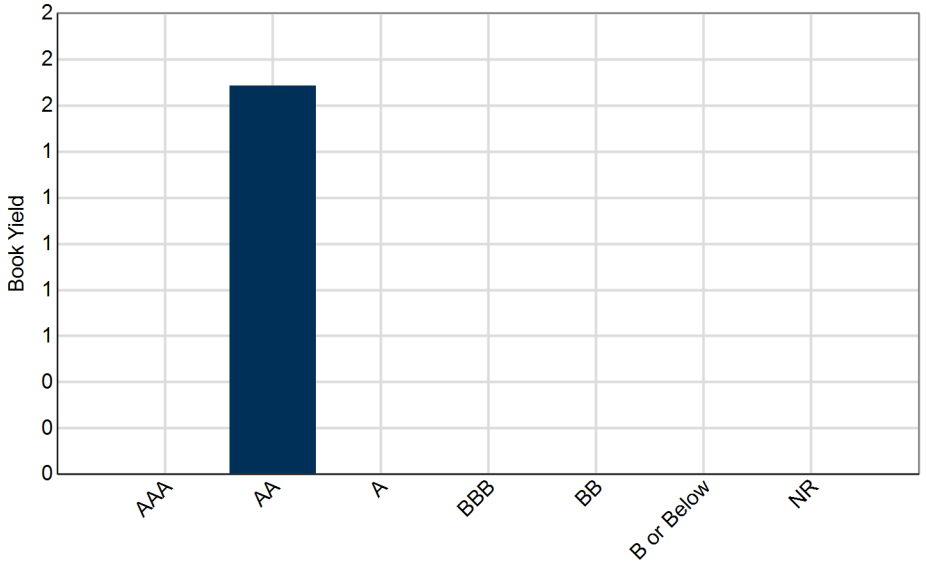
Subsector	Sector %	Par Value	Cpn	Maturity	Rating Moody's S&P	Book Price Value	Book Yield	Market Price Value	Market Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	% Px Δ -100 +300	Dur Base	Cvx Base	AFS %
					Aa1	100.00		99.15		-77	-0.9%	0.27	0.3	0.26	0.00	
Industrial (4)	100.0%	9,075	1.69	0.3 yrs	AA	9,075	1.69	8,998	4.66	-147	-1.6%	0.27	-0.8			100.0%
					Aa1	100.00		99.15		-77	-0.9%	0.27	0.3	0.26	0.00	
Total (4)	100.0%	9,075	1.69	0.3 yrs	AA	9,075	1.69	8,998	4.66	-147	-1.6%	0.27	-0.8			100.0%

Corporate - Rating Summary

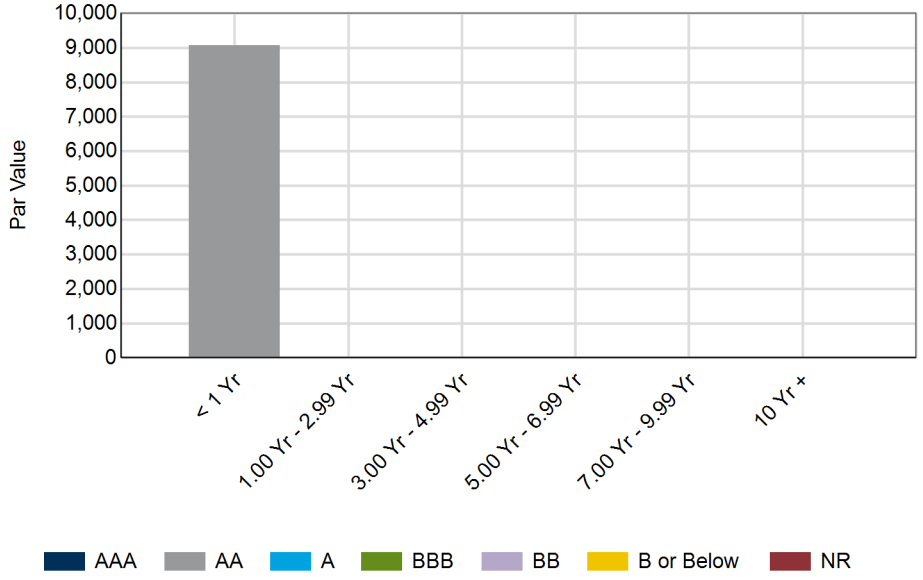
Combined Rating Summary				
Combined Rating	% Balance	Par Value	Book Yield	Eff. Duration
AAA	-	-	-	-
AA	100.0%	9,075	1.69	0.26
A	-	-	-	-
BBB	-	-	-	-
BB	-	-	-	-
B or Below	-	-	-	-
NR	-	-	-	-

Maturity Summary				
Maturity Range	% Balance	Par Value	Book Yield	Combined Rating
< 1 Yr	100.0%	9,075	1.69	AA+
1.00 Yr - 2.99 Yr	-	-	-	-
3.00 Yr - 4.99 Yr	-	-	-	-
5.00 Yr - 6.99 Yr	-	-	-	-
7.00 Yr - 9.99 Yr	-	-	-	-
10 Yr +	-	-	-	-

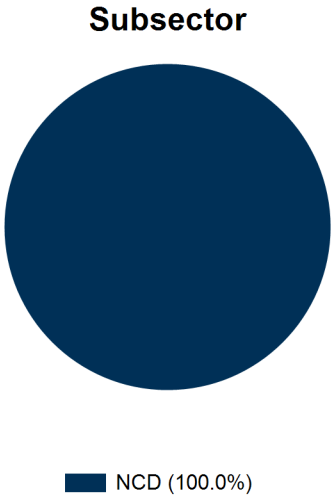
Book Yield by Combined Rating

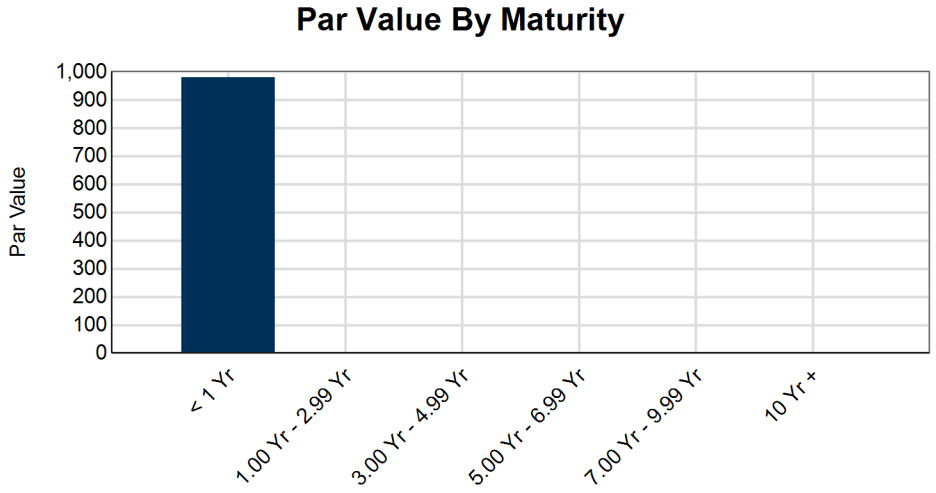


Combined Rating Distribution By Maturity



CD - Summary

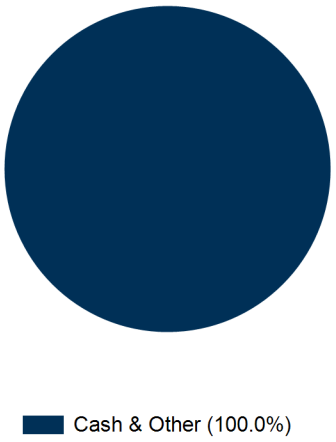




Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Book Price Value	Book Yield	Market Price Value	Market Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	Px Chg -100 +300	Dur Base	Cvx Base	AFS %
				0.4 yrs	100.00		99.22		-8	-0.8%	0.37	0.4	0.36	0.00	
NCD (4)	100.0%	980	3.14		980	3.09	972	5.27	-18	-1.8%	0.37	-1.1			100.0%
				0.4 yrs	100.00		99.22		-8	-0.8%	0.37	0.4	0.36	0.00	
Total (4)	100.0%	980	3.14		980	3.09	972	5.27	-18	-1.8%	0.37	-1.1			100.0%

Other - Summary

Subsector



Par Value By Maturity

No Data Available

Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Book Price Value	Book Yield	Market Price Value	Market Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	Px Chg -100 +300	Dur Base	Cvx Base	AFS %
				-0.9 yrs	100.00		100.00		0	0.0%	0.01	0.0	0.01	0.00	
Cash & Other (4)	100.0%	102,512	0.78		102,512	0.78	102,512	0.78	-17	0.0%	0.01	0.0			100.0%
				-0.9 yrs	100.00		100.00		0	0.0%	0.01	0.0	0.01	0.00	
Total (4)	100.0%	102,512	0.78		102,512	0.78	102,512	0.78	-17	0.0%	0.01	0.0			100.0%

Portfolio Considerations

Sector	Cnt	Cpn	Maturity	Par Value	Book Price	Market Price	Gain/ (Loss)	Book Yield	WAL	Eff. Dur	Historical CPR 1 Mo.	Historical CPR 3 Mo.	Historical CPR Life	Proj. CPR Life	Loan Count
Book Yield < 2%	30	0.79	0.8 yrs	230,797	100.00	95.76	-9,777	0.79	1.2	1.10					
Treasury	5	0.63	1.5 yrs	35,000	100.00	94.53	-1,913	0.62	1.5	1.47					
Agency Bullet	1	0.50	2.9 yrs	3,000	100.00	89.94	-302	0.50	2.9	2.76					
Callable Agency	18	0.83	2.6 yrs	83,210	100.00	91.00	-7,488	0.83	2.6	2.44					
Industrial	2	1.44	0.3 yrs	7,075	100.00	98.96	-73	1.44	0.3	0.31					
Cash & Other	4	0.78	-0.9 yrs	102,512	100.00	100.00	0	0.78	0.0	0.01					

Key Portfolio Sorts

Top 10 Up 300 Market Value Changes (%)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Book Yield	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
3130AL5A8	Callable Agency	FHLB 0.9 02/26/27	0.90	02/26/27	5,000	100.00	86.78	-661	0.900	4.16	-11.03	-479	-1,140	3.81	AFS
3133ENJC5	Callable Agency	FFCB 1.29 12/22/26	1.29	12/22/26	5,000	100.00	88.80	-560	1.290	3.98	-10.44	-464	-1,023	3.55	AFS
3134GW4C7	Callable Agency	FHLMC 0.8 10/27/26	0.80	10/27/26	5,000	100.00	87.23	-639	0.800	3.83	-10.25	-447	-1,085	3.54	AFS
3130AN5C0	Callable Agency	FHLB 1.05 04/29/26	1.05	04/29/26	4,000	100.00	89.54	-419	1.050	3.33	-8.95	-321	-739	3.05	AFS
9128286F2	Treasury	T 2 1/2 02/28/26	2.50	02/28/26	3,000	100.00	95.03	-149	2.499	3.17	-8.47	-242	-391	2.95	AFS
3130AMRQ7	Callable Agency	FHLB 0 7/8 12/30/25	0.88	12/30/25	3,000	100.00	90.09	-297	0.875	3.00	-8.14	-220	-517	2.78	AFS
9128285T3	Treasury	T 2 5/8 12/31/25	2.63	12/31/25	3,000	100.00	95.69	-129	2.625	3.00	-8.06	-231	-361	2.82	AFS
9128285T3	Treasury	T 2 5/8 12/31/25	2.63	12/31/25	5,000	100.00	95.69	-216	2.625	3.00	-8.06	-386	-601	2.82	AFS
3135G06G3	Agency Bullet	FNMA 0 1/2 11/07/25	0.50	11/07/25	3,000	100.00	89.94	-302	0.500	2.85	-7.89	-213	-515	2.76	AFS
3134GXBM5	Callable Agency	FHLMC 0.6 11/12/25	0.60	11/12/25	1,150	100.00	89.72	-118	0.600	2.87	-7.87	-81	-199	2.70	AFS
			1.41		37,150	100.00	90.61	-3,490	1.412	3.43	-9.16	-3,082	-6,572	3.16	

Top 10 Up 300 Market Value Changes ($)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Book Yield	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
3134GWUG9	Callable Agency	FHLMC 0.57 09/24/25	0.57	09/24/25	10,000	100.00	90.03	-997	0.570	2.73	-7.53	-678	-1,675	2.58	AFS
3133ENHW3	Callable Agency	FFCB 1.17 06/23/25	1.17	06/23/25	10,000	100.00	92.18	-782	1.170	2.48	-6.79	-626	-1,407	2.27	AFS
91282CDN8	Treasury	T 1 12/15/24	1.00	12/15/24	10,000	100.00	93.61	-639	0.999	1.96	-5.47	-512	-1,151	1.89	AFS
3130AL5A8	Callable Agency	FHLB 0.9 02/26/27	0.90	02/26/27	5,000	100.00	86.78	-661	0.900	4.16	-11.03	-479	-1,140	3.81	AFS
3133ENJC5	Callable Agency	FFCB 1.29 12/22/26	1.29	12/22/26	5,000	100.00	88.80	-560	1.290	3.98	-10.44	-464	-1,023	3.55	AFS
3134GW4C7	Callable Agency	FHLMC 0.8 10/27/26	0.80	10/27/26	5,000	100.00	87.23	-639	0.800	3.83	-10.25	-447	-1,085	3.54	AFS
9128285T3	Treasury	T 2 5/8 12/31/25	2.63	12/31/25	5,000	100.00	95.69	-216	2.625	3.00	-8.06	-386	-601	2.82	AFS
3130AQEA7	Callable Agency	FHLB 1.05 01/14/25	1.05	01/14/25	7,000	100.00	93.05	-487	1.050	2.04	-5.64	-368	-854	1.90	AFS
3130AQDY6	Callable Agency	FHLB 1 12/30/24	1.00	12/30/24	6,750	100.00	93.16	-462	1.000	2.00	-5.53	-348	-809	1.87	AFS
3130AN5C0	Callable Agency	FHLB 1.05 04/29/26	1.05	04/29/26	4,000	100.00	89.54	-419	1.050	3.33	-8.95	-321	-739	3.05	AFS
			1.09		67,750	100.00	91.35	-5,860	1.089	2.77	-7.47	-4,626	-10,486	2.55	

Key Portfolio Sorts

Top 10 Marked to Market Up 300 Loss Positions

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Book Yield	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
3134GWUG9	Callable Agency	FHLMC 0.57 09/24/25	0.57	09/24/25	10,000	100.00	90.03	-997	0.570	2.73	-7.53	-678	-1,675	2.58	AFS
3133ENHW3	Callable Agency	FFCB 1.17 06/23/25	1.17	06/23/25	10,000	100.00	92.18	-782	1.170	2.48	-6.79	-626	-1,407	2.27	AFS
91282CDN8	Treasury	T 1 12/15/24	1.00	12/15/24	10,000	100.00	93.61	-639	0.999	1.96	-5.47	-512	-1,151	1.89	AFS
3130AL5A8	Callable Agency	FHLB 0.9 02/26/27	0.90	02/26/27	5,000	100.00	86.78	-661	0.900	4.16	-11.03	-479	-1,140	3.81	AFS
3134GW4C7	Callable Agency	FHLMC 0.8 10/27/26	0.80	10/27/26	5,000	100.00	87.23	-639	0.800	3.83	-10.25	-447	-1,085	3.54	AFS
3133ENJC5	Callable Agency	FFCB 1.29 12/22/26	1.29	12/22/26	5,000	100.00	88.80	-560	1.290	3.98	-10.44	-464	-1,023	3.55	AFS
3130AQEA7	Callable Agency	FHLB 1.05 01/14/25	1.05	01/14/25	7,000	100.00	93.05	-487	1.050	2.04	-5.64	-368	-854	1.90	AFS
3130AQDY6	Callable Agency	FHLB 1 12/30/24	1.00	12/30/24	6,750	100.00	93.16	-462	1.000	2.00	-5.53	-348	-809	1.87	AFS
3133ELK37	Callable Agency	FFCB 0.78 06/16/25	0.78	06/16/25	5,000	100.00	91.32	-434	0.780	2.46	-6.79	-310	-744	2.31	AFS
3130AN5C0	Callable Agency	FHLB 1.05 04/29/26	1.05	04/29/26	4,000	100.00	89.54	-419	1.050	3.33	-8.95	-321	-739	3.05	AFS
			0.95		67,750	100.00	91.03	-6,078	0.953	2.73	-7.38	-4,551	-10,629	2.52	

Top 10 Average Life Extension Up 300bps

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Book Yield	% Px Δ +300	Eff. Dur	WAL	WAL +300	Chg in WAL	INT
3134GWUG9	Callable Agency	FHLMC 0.57 09/24/25	0.57	09/24/25	10,000	100.00	90.03	-997	0.570	-7.53	2.58	2.73	2.73	0.00	AFS
3133ENHW3	Callable Agency	FFCB 1.17 06/23/25	1.17	06/23/25	10,000	100.00	92.18	-782	1.170	-6.79	2.27	2.48	2.48	0.00	AFS
91282CDN8	Treasury	T 1 12/15/24	1.00	12/15/24	10,000	100.00	93.61	-639	0.999	-5.47	1.89	1.96	1.96	0.00	AFS
3130AL5A8	Callable Agency	FHLB 0.9 02/26/27	0.90	02/26/27	5,000	100.00	86.78	-661	0.900	-11.03	3.81	4.16	4.16	0.00	AFS
3134GW4C7	Callable Agency	FHLMC 0.8 10/27/26	0.80	10/27/26	5,000	100.00	87.23	-639	0.800	-10.25	3.54	3.83	3.83	0.00	AFS
3133ENJC5	Callable Agency	FFCB 1.29 12/22/26	1.29	12/22/26	5,000	100.00	88.80	-560	1.290	-10.44	3.55	3.98	3.98	0.00	AFS
3130AQEA7	Callable Agency	FHLB 1.05 01/14/25	1.05	01/14/25	7,000	100.00	93.05	-487	1.050	-5.64	1.90	2.04	2.04	0.00	AFS
3130AQDY6	Callable Agency	FHLB 1 12/30/24	1.00	12/30/24	6,750	100.00	93.16	-462	1.000	-5.53	1.87	2.00	2.00	0.00	AFS
3133ELK37	Callable Agency	FFCB 0.78 06/16/25	0.78	06/16/25	5,000	100.00	91.32	-434	0.780	-6.79	2.31	2.46	2.46	0.00	AFS
3130AN5C0	Callable Agency	FHLB 1.05 04/29/26	1.05	04/29/26	4,000	100.00	89.54	-419	1.050	-8.95	3.05	3.33	3.33	0.00	AFS
			0.95		67,750	100.00	91.03	-6,078	0.953	-7.38	2.52	2.73	2.73	0.00	

Agency - CUSIP Detail

CUSIP / Security Description	Ticker	Par	Cpn Type / Coupon	Next Call Dt / Call Type	Step Date / Step Cpn	Maturity Proj. / Final	Book Price / Value	Book Yield	Market Price / Value	Market bp⟶call / Yield	Gain/(Loss) % / $	% Px Δ -100 / +300	Eff. Dur / Cvx	ESG/Gr Intent
91282CBA8			Fixed			12/23	100.00		95.77		-4.2%	0.9	0.92	
T 0 1/8 12/15/23	T	10,000	0.125			12/15/23	10,000	0.12	9,577	4.71	-423	-2.7	0.02	AFS
91282CBA8			Fixed			12/23	100.00		95.77		-4.2%	0.9	0.92	
T 0 1/8 12/15/23	T	5,000	0.125			12/15/23	5,000	0.12	4,788	4.71	-212	-2.7	0.02	AFS
9128285U0			Fixed			12/23	100.00		97.95		-2.0%	1.0	0.95	
T 2 5/8 12/31/23	T	5,000	2.625			12/31/23	5,000	2.62	4,898	4.74	-102	-2.8	0.02	AFS
912828V23			Fixed			12/23	100.00		97.56		-2.4%	1.0	0.96	
T 2 1/4 12/31/23	T	4,000	2.250			12/31/23	4,000	2.25	3,903	4.77	-98	-2.8	0.02	AFS
912828V23			Fixed			12/23	100.00		97.56		-2.4%	1.0	0.96	
T 2 1/4 12/31/23	T	5,000	2.250			12/31/23	5,000	2.25	4,878	4.77	-122	-2.8	0.02	AFS
9128286R6			Fixed			04/24	100.00		96.83		-3.2%	1.3	1.27	
T 2 1/4 04/30/24	T	5,000	2.250			04/30/24	5,000	2.24	4,841	4.73	-159	-3.7	0.03	AFS
91282CDN8			Fixed			12/24	100.00		93.61		-6.4%	1.9	1.89	
T 1 12/15/24	T	10,000	1.000			12/15/24	10,000	1.00	9,361	4.44	-639	-5.5	0.05	AFS
91282CDN8			Fixed			12/24	100.00		93.61		-6.4%	1.9	1.89	
T 1 12/15/24	T	5,000	1.000			12/15/24	5,000	1.00	4,680	4.44	-320	-5.5	0.05	AFS
91282CDN8			Fixed			12/24	100.00		93.61		-6.4%	1.9	1.89	
T 1 12/15/24	T	5,000	1.000			12/15/24	5,000	1.00	4,680	4.44	-320	-5.5	0.05	AFS
9128283P3			Fixed			12/24	100.00		95.84		-4.2%	1.9	1.91	
T 2 1/4 12/31/24	T	3,000	2.250			12/31/24	3,000	2.25	2,875	4.44	-125	-5.5	0.05	AFS
9128284S6			Fixed			05/23	100.00		99.23		-0.8%	0.4	0.41	
T 2 3/4 05/31/23	T	2,815	2.750			05/31/23	2,815	2.73	2,793	4.60	-22	-1.2	0.00	AFS
9128285T3			Fixed			12/25	100.00		95.69		-4.3%	2.9	2.82	
T 2 5/8 12/31/25	T	5,000	2.625			12/31/25	5,000	2.63	4,784	4.17	-216	-8.1	0.09	AFS
9128285T3			Fixed			12/25	100.00		95.69		-4.3%	2.9	2.82	
T 2 5/8 12/31/25	T	3,000	2.625			12/31/25	3,000	2.63	2,871	4.17	-129	-8.1	0.09	AFS
9128286F2			Fixed			02/26	100.00		95.03		-5.0%	3.0	2.95	
T 2 1/2 02/28/26	T	3,000	2.500			02/28/26	3,000	2.50	2,851	4.19	-149	-8.5	0.10	AFS
Treasury							100.00		95.72		-4.3%	1.6	1.54	
		70,815	1.546				70,815	1.54	67,781	4.55	-3,034	-4.5	0.04	
3133EKPT7			Fixed			06/23	100.00		98.88		-1.1%	0.4	0.42	
FFCB 2 1/8 06/05/23	FFCB	5,000	2.125			06/05/23	5,000	2.12	4,944	4.79	-56	-1.3	0.00	AFS
3135G06G3			Fixed			11/25	100.00		89.94		-10.1%	2.8	2.76	
FNMA 0 1/2 11/07/25	FNMA	3,000	0.500			11/07/25	3,000	0.50	2,698	4.28	-302	-7.9	0.09	AFS
3133EJYM5			Fixed			09/25	100.00		96.74		-3.3%	2.6	2.50	
FFCB 3.02 09/04/25	FFCB	1,000	3.020			09/04/25	1,000	3.02	967	4.32	-33	-7.2	0.08	AFS
3133EJYM5			Fixed			09/25	100.00		96.74		-3.3%	2.6	2.50	
FFCB 3.02 09/04/25	FFCB	2,000	3.020			09/04/25	2,000	3.02	1,935	4.32	-65	-7.2	0.08	AFS
Agency Bullet							100.00		95.86		-4.1%	1.6	1.59	
		11,000	1.926				11,000	1.92	10,544	4.53	-456	-4.6	0.05	

Agency - CUSIP Detail

CUSIP Security Description	Ticker	Par	Cpn Type Coupon	Next Call Dt Call Type	Step Date Step Cpn	Maturity Proj. Final	Book Price Value	 Yield	Market Price Value	bp⟶ call Yield	Gain/(Loss) % $	% Px Δ -100 +300	Eff. Dur Cvx	ESG/Gr Intent
3134GWUG9			Fixed	03/24/23		09/25	100.00		90.03	-544	-10.0%	2.6	2.58	
FHLMC 0.57 09/24/25	FHLMC	10,000	0.570	Quarterly		09/24/25	10,000	0.57	9,003	4.48	-997	-7.5	-0.02	AFS
3134GXBM5			Fixed	02/12/23		11/25	100.00		89.72	-547	-10.3%	2.7	2.70	
FHLMC 0.6 11/12/25	FHLMC	1,150	0.600	Quarterly		11/12/25	1,150	0.60	1,032	4.46	-118	-7.9	-0.07	AFS
3130AMRQ7			Fixed	03/30/23		12/25	100.00		90.09	-519	-9.9%	2.8	2.78	
FHLB 0 7/8 12/30/25	FHLB	3,000	0.875	Quarterly		12/30/25	3,000	0.87	2,703	4.44	-297	-8.1	0.06	AFS
3130AN5C0			Fixed	01/29/23		04/26	100.00		89.54	-506	-10.5%	3.0	3.05	
FHLB 1.05 04/29/26	FHLB	4,000	1.050	Quarterly		04/29/26	4,000	1.05	3,581	4.47	-419	-8.9	-0.01	AFS
3134GW4C7			Fixed	01/27/23		10/26	100.00		87.23	-545	-12.8%	3.6	3.54	
FHLMC 0.8 10/27/26	FHLMC	5,000	0.800	Quarterly		10/27/26	5,000	0.80	4,361	4.47	-639	-10.2	0.09	AFS
3133ENJC5			Fixed	12/22/23		12/26	100.00		88.80	-466	-11.2%	3.5	3.55	
FFCB 1.29 12/22/26	FFCB	5,000	1.290	Anytime		12/22/26	5,000	1.29	4,440	4.39	-560	-10.4	-0.21	AFS
3130AL5A8			Fixed	02/26/23		02/27	100.00		86.78	-539	-13.2%	3.8	3.81	
FHLB 0.9 02/26/27	FHLB	5,000	0.900	Quarterly		02/26/27	5,000	0.90	4,339	4.42	-661	-11.0	0.10	AFS
3133EMUP5			Fixed	01/13/23		04/25	100.00		91.81	-536	-8.2%	2.1	2.12	
FFCB 0.71 04/01/25	FFCB	5,000	0.710	Anytime		04/01/25	5,000	0.71	4,590	4.58	-410	-6.2	-0.03	AFS
3133ENHW3			Fixed	01/13/23		06/25	100.00		92.18	-484	-7.8%	2.2	2.27	
FFCB 1.17 06/23/25	FFCB	10,000	1.170	Anytime		06/23/25	10,000	1.17	9,218	4.54	-782	-6.8	-0.06	AFS
3133ELK37			Fixed	01/13/23		06/25	100.00		91.32	-528	-8.7%	2.3	2.31	
FFCB 0.78 06/16/25	FFCB	5,000	0.780	Anytime		06/16/25	5,000	0.78	4,566	4.55	-434	-6.8	0.05	AFS
3136G4ZP1			Fixed	01/30/23		07/25	100.00		90.66	-541	-9.3%	2.4	2.43	
FNMA 0.65 07/30/25	FNMA	3,500	0.650	Quarterly		07/30/25	3,500	0.65	3,173	4.52	-327	-7.1	0.06	AFS
3133EL3P7			Fixed	01/13/23		08/25	100.00		90.27	-559	-9.7%	2.5	2.47	
FFCB 0.53 08/12/25	FFCB	1,810	0.530	Anytime		08/12/25	1,810	0.53	1,634	4.52	-176	-7.2	-0.06	AFS
3130AQEA7			Fixed	01/14/23		01/25	100.00		93.05	-479	-7.0%	1.9	1.90	
FHLB 1.05 01/14/25	FHLB	7,000	1.050	Quarterly		01/14/25	7,000	1.05	6,513	4.66	-487	-5.6	-0.01	AFS
3133EL2X1			Fixed	01/13/23		05/24	100.00		94.23	-519	-5.8%	1.3	1.29	
FFCB 0.42 05/06/24	FFCB	2,000	0.420	Anytime		05/06/24	2,000	0.42	1,885	4.89	-115	-3.8	0.02	AFS
3130AMQR6			Fixed	03/07/23		06/24	100.00		93.78	-521	-6.2%	1.4	1.38	
FHLB 0.35 06/07/24	FHLB	3,000	0.350	Quarterly		06/07/24	3,000	0.35	2,814	4.88	-186	-4.0	0.02	AFS
3130AMHH8			Fixed	03/01/23		08/24	100.00		93.31	-528	-6.7%	1.5	1.52	
FHLB 0.41 08/01/24	FHLB	4,000	0.410	Quarterly		08/01/24	4,000	0.41	3,732	4.84	-268	-4.4	0.03	AFS
3134GWNG7			Fixed	02/27/23		11/24	100.00		92.45	-527	-7.5%	1.8	1.82	
FHLMC 0 1/2 11/27/24	FHLMC	2,000	0.500	Quarterly		11/27/24	2,000	0.50	1,849	4.68	-151	-5.3	0.04	AFS
3130AQDY6			Fixed	01/13/23		12/24	100.00		93.16	-489	-6.8%	1.8	1.87	
FHLB 1 12/30/24	FHLB	6,750	1.000	Anytime		12/30/24	6,750	1.00	6,288	4.62	-462	-5.5	-0.01	AFS
Callable Agency							100.00		91.00		-9.0%	2.4	2.44	
		83,210	0.831				83,210	0.83	75,722	4.56	-7,488	-7.2	-0.01	
Total							100.00		93.35		-6.7%	2.0	1.99	
		165,025	1.211				165,025	1.21	154,048	4.55	-10,978	-5.8	0.02	

Corporate - CUSIP Detail

CUSIP / Security Description	Sector / Subsector	Par Value	Cpn	Maturity	Index Margin	Rating S&P / Moody's	Book Price Value	Book Yield	Market Price Value	Market Yield	Gain/(Loss) % / $	% Px Δ -100 / +300	Eff. Dur / Cvx	ESG/Gr Intent
037833DE7	Industrial					AA+	100.00		99.95		0.0%	0.0	0.04	
AAPL 2.4 01/13/23	Manufacturing	1,000	2.400	01/13/23		Aaa	1,000	2.39	1,000	3.77	0	-0.1	0.00	AFS
30231GAR3	Industrial					AA-	100.00		99.68		-0.3%	0.2	0.17	
XOM 2.726 03/01/23	Energy Company	1,000	2.726	03/01/23		Aa2	1,000	2.71	997	4.61	-3	-0.5	0.00	AFS
30231GBL5	Industrial					AA-	100.00		99.08		-0.9%	0.3	0.29	
XOM 1.571 04/15/23	Energy Company	5,000	1.571	04/15/23		Aa2	5,000	1.57	4,954	4.77	-46	-0.9	0.00	AFS
166764BV1	Industrial					AA-	100.00		98.67		-1.3%	0.4	0.36	
CVX 1.141 05/11/23	Energy Company	2,075	1.141	05/11/23		Aa2	2,075	1.14	2,047	4.86	-28	-1.1	0.00	AFS
Industrial						AA	100.00		99.15		-0.9%	0.3	0.26	
		9,075	1.691			Aa1	9,075	1.69	8,998	4.66	-77	-0.8	0.00	
Total						AA	100.00		99.15		-0.9%	0.3	0.26	
		9,075	1.691			Aa1	9,075	1.69	8,998	4.66	-77	-0.8	0.00	

CD - CUSIP Detail

CUSIP Security Description	Ticker	Par Value	Coupon Type Rate	Step Date Rate	Maturity Proj. Final	Book Price Value	Book Yield	Market Price Value	Market Yield	Gain/(Loss) % $	% Px Δ -100 +300	Effective Dur Cvx	ESG/Gr Intent
61747MX30			Fixed		05/23	100.00		99.24		-0.8%	0.4	0.35	
MS 3.15 05/10/23	MS	245	3.150		05/10/23	245	3.10	243	5.25	-2	-1.1	0.00	AFS
87164WWF1			Fixed		05/23	100.00		99.23		-0.8%	0.4	0.36	
SYF 3.15 05/11/23	SYF	245	3.150		05/11/23	245	3.10	243	5.25	-2	-1.1	0.00	AFS
17312QL23			Fixed		05/23	100.00		99.23		-0.8%	0.4	0.36	
C 3.15 05/11/23	C	245	3.150		05/11/23	245	3.10	243	5.25	-2	-1.1	0.00	AFS
20033AYE0			Fixed		05/23	100.00		99.18		-0.8%	0.4	0.37	
ADS 3.1 05/15/23	ADS	245	3.100		05/15/23	245	3.08	243	5.32	-2	-1.1	0.00	AFS
NCD						100.00		99.22		-0.8%	0.4	0.36	
		980	3.138			980	3.09	972	5.27	-8	-1.1	0.00	
Total						100.00		99.22		-0.8%	0.4	0.36	
		980	3.138			980	3.09	972	5.27	-8	-1.1	0.00	

Other - CUSIP Detail

CUSIP	Ticker	Par Value	Coupon Type Rate	Step Date Rate	Maturity Proj. Final	Book Price Value	Book Yield	Market Price Value	Market Yield	Gain/(Loss) % $	% Px Δ -100 +300	Effective Dur Cvx	ESG/Gr Intent
			Fixed		01/23	100.00		100.00		0.0%	0.0	0.01	
PLMDLCAMP		253	0.300		01/31/22	253	0.30	253	0.30	0	0.0	0.00	AFS
			Fixed		01/23	100.00		100.00		0.0%	0.0	0.01	
PLMDLLAIF		32,511	0.780		01/31/22	32,511	0.78	32,511	0.78	0	0.0	0.00	AFS
			Fixed		01/23	100.00		100.00		0.0%	0.0	0.01	
PLMDLLAIF		37,322	0.780		01/31/22	37,322	0.78	37,322	0.78	0	0.0	0.00	AFS
			Fixed		01/23	100.00		100.00		0.0%	0.0	0.01	
PLMDLLAIF		32,426	0.780		01/31/22	32,426	0.78	32,426	0.78	0	0.0	0.00	AFS
						100.00		100.00		0.0%	0.0	0.01	
Cash & Other		102,512	0.779			102,512	0.78	102,512	0.78	0	0.0	0.00	
						100.00		100.00		0.0%	0.0	0.01	
Total		102,512	0.779			102,512	0.78	102,512	0.78	0	0.0	0.00	

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-200 $ Amt Δ Mkt Px	-200 % Px Δ Mkt Yld	-200 WAL	-100 $ Amt Δ Mkt Px	-100 % Px Δ Mkt Yld	-100 WAL	Base $ Amt Δ Mkt Px	Base % Px Δ Mkt Yld	Base Dur	Base WAL	+100 $ Amt Δ Mkt Px	+100 % Px Δ Mkt Yld	+100 WAL	+200 $ Amt Δ Mkt Px	+200 % Px Δ Mkt Yld	+200 WAL	+300 $ Amt Δ Mkt Px	+300 % Px Δ Mkt Yld	+300 WAL	+400 $ Amt Δ Mkt Px	+400 % Px Δ Mkt Yld	+400 WAL
	2,000	49	2.62%		25	1.30%		0	0.00%			-24	-1.28%		-48	-2.54%		-71	-3.77%		-94	-4.97%	
3133EL2X1	0.42	96.70	2.93		95.46	3.90		94.23	4.89			93.02	5.87		91.84	6.85		90.68	7.83		89.55	8.80	
FFCB 0.42 05/06/24	05/06/2024		1.35			1.35		1.29	1.35				1.35			1.35			1.35			1.35	
	1,810	79	4.87%		40	2.47%		0	0.00%			-40	-2.47%		-80	-4.88%		-118	-7.23%		-156	-9.52%	
3133EL3P7	0.53	94.66	2.66		92.49	3.56		90.27	4.52			88.04	5.50		85.86	6.49		83.74	7.49		81.67	8.49	
FFCB 0.53 08/12/25	08/12/2025		2.62			2.62		2.47	2.62				2.62			2.62			2.62			2.62	
	5,000	190	4.14%		97	2.11%		0	0.00%			-97	-2.12%		-193	-4.20%		-287	-6.24%		-378	-8.23%	
3133EMUP5	0.71	95.61	2.73		93.74	3.63		91.81	4.58			89.86	5.56		87.95	6.55		86.08	7.55		84.25	8.54	
FFCB 0.71 04/01/25	04/01/2025		2.25			2.25		2.12	2.25				2.25			2.25			2.25			2.25	
	5,000	205	4.49%		105	2.30%		0	0.00%			-105	-2.30%		-209	-4.58%		-310	-6.79%		-409	-8.95%	
3133ELK37	0.78	95.42	2.72		93.41	3.60		91.32	4.55			89.21	5.53		87.14	6.52		85.11	7.52		83.14	8.52	
FFCB 0.78 06/16/25	06/16/2025		2.46			2.46		2.31	2.46				2.46			2.46			2.46			2.46	
	10,000	402	4.36%		207	2.24%		0	0.00%			-211	-2.29%		-421	-4.56%		-626	-6.79%		-825	-8.95%	
3133ENHW3	1.17	96.20	2.77		94.25	3.61		92.18	4.54			90.07	5.51		87.98	6.50		85.93	7.49		83.93	8.49	
FFCB 1.17 06/23/25	06/23/2025		2.48			2.48		2.27	2.48				2.48			2.48			2.48			2.48	
	5,000	299	6.74%		155	3.49%		0	0.00%			-158	-3.56%		-313	-7.06%		-464	-10.44%		-608	-13.69%	
3133ENJC5	1.29	94.78	2.68		91.90	3.49		88.80	4.39			85.64	5.35		82.54	6.32		79.53	7.31		76.64	8.31	
FFCB 1.29 12/22/26	12/22/2026		3.98			3.98		3.55	3.98				3.98			3.98			3.98			3.98	
	5,000	42	0.86%		21	0.43%		0	0.00%			-21	-0.42%		-42	-0.84%		-62	-1.26%		-82	-1.67%	
3133EKPT7	2.13	99.72	2.78		99.30	3.78		98.88	4.79			98.46	5.80		98.05	6.80		97.64	7.81		97.23	8.82	
FFCB 2 1/8 06/05/23	06/05/2023		0.43			0.43		0.42	0.43				0.43			0.43			0.43			0.43	
	1,000	50	5.21%		25	2.56%		0	0.00%			-24	-2.49%		-47	-4.90%		-70	-7.25%		-92	-9.52%	
3133EJYM5	3.02	101.78	2.33		99.23	3.32		96.74	4.32			94.34	5.31		92.00	6.31		89.73	7.31		87.53	8.31	
FFCB 3.02 09/04/25	09/04/2025		2.68			2.68		2.50	2.68				2.68			2.68			2.68			2.68	
	2,000	101	5.21%		50	2.56%		0	0.00%			-48	-2.49%		-95	-4.90%		-140	-7.25%		-184	-9.52%	
3133EJYM5	3.02	101.78	2.33		99.23	3.32		96.74	4.32			94.34	5.31		92.00	6.31		89.73	7.31		87.53	8.31	
FFCB 3.02 09/04/25	09/04/2025		2.68			2.68		2.50	2.68				2.68			2.68			2.68			2.68	
	3,000	146	5.38%		75	2.76%		0	0.00%			-75	-2.77%		-149	-5.50%		-220	-8.14%		-289	-10.71%	
3130AMRQ7	0.88	94.94	2.64		92.58	3.50		90.09	4.44			87.59	5.41		85.14	6.40		82.75	7.39		80.44	8.38	
FHLB 0 7/8 12/30/25	12/30/2025		3.00			3.00		2.78	3.00				3.00			3.00			3.00			3.00	
	3,000	79	2.80%		39	1.39%		0	0.00%			-38	-1.37%		-76	-2.70%		-113	-4.01%		-149	-5.30%	
3130AMQR6	0.35	96.41	2.92		95.09	3.90		93.78	4.88			92.50	5.87		91.25	6.85		90.02	7.83		88.82	8.81	
FHLB 0.35 06/07/24	06/07/2024		1.44			1.44		1.38	1.44				1.44			1.44			1.44			1.44	
	4,000	114	3.07%		57	1.53%		0	0.00%			-56	-1.51%		-111	-2.99%		-165	-4.43%		-218	-5.85%	
3130AMHH8	0.41	96.17	2.90		94.74	3.86		93.31	4.84			91.90	5.83		90.52	6.82		89.17	7.80		87.85	8.78	
FHLB 0.41 08/01/24	08/01/2024		1.59			1.59		1.52	1.59				1.59			1.59			1.59			1.59	

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-200 $ Amt Δ Mkt Px	-200 % Px Δ Mkt Yld	-200 WAL	-100 $ Amt Δ Mkt Px	-100 % Px Δ Mkt Yld	-100 WAL	Base $ Amt Δ Mkt Px	Base % Px Δ Mkt Yld	Base Dur	Base WAL	+100 $ Amt Δ Mkt Px	+100 % Px Δ Mkt Yld	+100 WAL	+200 $ Amt Δ Mkt Px	+200 % Px Δ Mkt Yld	+200 WAL	+300 $ Amt Δ Mkt Px	+300 % Px Δ Mkt Yld	+300 WAL	+400 $ Amt Δ Mkt Px	+400 % Px Δ Mkt Yld	+400 WAL
	5,000	324	7.46%		166	3.82%		0	0.00%			-165	-3.80%		-325	-7.49%		-479	-11.03%		-626	-14.43%	
3130AL5A8	0.90	93.25	2.63		90.09	3.48		86.78	4.42			83.48	5.39		80.28	6.38		77.20	7.37		74.25	8.36	
FHLB 0.9 02/26/27	02/26/2027		4.16			4.16		3.81	4.16				4.16			4.16			4.16			4.16	
	6,750	227	3.61%		116	1.85%		0	0.00%			-117	-1.87%		-234	-3.71%		-348	-5.53%		-459	-7.30%	
3130AQDY6	1.00	96.52	2.80		94.88	3.68		93.16	4.62			91.42	5.59		89.70	6.58		88.01	7.57		86.35	8.57	
FHLB 1 12/30/24	12/30/2024		2.00			2.00		1.87	2.00				2.00			2.00			2.00			2.00	
	7,000	241	3.69%		123	1.89%		0	0.00%			-124	-1.91%		-247	-3.79%		-368	-5.64%		-486	-7.45%	
3130AQEA7	1.05	96.49	2.84		94.81	3.72		93.05	4.66			91.27	5.64		89.52	6.63		87.80	7.63		86.11	8.62	
FHLB 1.05 01/14/25	01/14/2025		2.04			2.04		1.90	2.04				2.04			2.04			2.04			2.04	
	4,000	211	5.90%		109	3.03%		0	0.00%			-109	-3.05%		-217	-6.05%		-321	-8.95%		-421	-11.75%	
3130AN5C0	1.05	94.82	2.69		92.25	3.54		89.54	4.47			86.80	5.43		84.12	6.42		81.52	7.41		79.01	8.40	
FHLB 1.05 04/29/26	04/29/2026		3.33			3.33		3.05	3.33				3.33			3.33			3.33			3.33	
	2,000	67	3.61%		34	1.82%		0	0.00%			-33	-1.81%		-66	-3.59%		-99	-5.33%		-130	-7.03%	
3134GWNG7	0.50	95.79	2.78		94.14	3.71		92.45	4.68			90.78	5.67		89.13	6.66		87.52	7.65		85.95	8.64	
FHLMC 0 1/2 11/27/24	11/27/2024		1.91			1.91		1.82	1.91				1.91			1.91			1.91			1.91	
	10,000	458	5.08%		232	2.57%		0	0.00%			-231	-2.57%		-458	-5.09%		-678	-7.53%		-892	-9.91%	
3134GWUG9	0.57	94.61	2.63		92.35	3.53		90.03	4.48			87.72	5.47		85.46	6.46		83.25	7.46		81.11	8.45	
FHLMC 0.57 09/24/25	09/24/2025		2.73			2.73		2.58	2.73				2.73			2.73			2.73			2.73	
	1,150	55	5.30%		28	2.69%		0	0.00%			-28	-2.69%		-55	-5.32%		-81	-7.87%		-107	-10.35%	
3134GXBM5	0.60	94.47	2.61		92.13	3.51		89.72	4.46			87.30	5.44		84.95	6.43		82.65	7.43		80.43	8.42	
FHLMC 0.6 11/12/25	11/12/2025		2.87			2.87		2.70	2.87				2.87			2.87			2.87			2.87	
	5,000	304	6.96%		155	3.55%		0	0.00%			-154	-3.52%		-303	-6.95%		-447	-10.25%		-585	-13.42%	
3134GW4C7	0.80	93.30	2.65		90.33	3.53		87.23	4.47			84.16	5.44		81.17	6.43		78.29	7.42		75.52	8.42	
FHLMC 0.8 10/27/26	10/27/2026		3.83			3.83		3.54	3.83				3.83			3.83			3.83			3.83	
	3,000	154	5.70%		76	2.80%		0	0.00%			-73	-2.72%		-144	-5.35%		-213	-7.89%		-280	-10.36%	
3135G06G3	0.50	95.07	2.30		92.46	3.29		89.94	4.28			87.50	5.28		85.13	6.27		82.84	7.27		80.62	8.26	
FNMA 0 1/2 11/07/25	11/07/2025		2.85			2.85		2.76	2.85				2.85			2.85			2.85			2.85	
	3,500	151	4.76%		77	2.43%		0	0.00%			-77	-2.42%		-152	-4.81%		-226	-7.13%		-298	-9.38%	
3136G4ZP1	0.65	94.98	2.67		92.86	3.57		90.66	4.52			88.47	5.50		86.31	6.49		84.20	7.49		82.16	8.49	
FNMA 0.65 07/30/25	07/30/2025		2.58			2.58		2.43	2.58				2.58			2.58			2.58			2.58	
	10,000	179	1.87%		89	0.93%		0	0.00%			-87	-0.91%		-173	-1.81%		-257	-2.68%		-340	-3.55%	
91282CBA8	0.13	97.56	2.73		96.65	3.72		95.77	4.71			94.89	5.69		94.04	6.67		93.20	7.64		92.37	8.61	
T 0 1/8 12/15/23	12/15/2023		0.96			0.96		0.92	0.96				0.96			0.96			0.96			0.96	
	5,000	90	1.87%		44	0.93%		0	0.00%			-44	-0.91%		-86	-1.81%		-128	-2.68%		-170	-3.55%	
91282CBA8	0.13	97.56	2.73		96.65	3.72		95.77	4.71			94.89	5.69		94.04	6.67		93.20	7.64		92.37	8.61	
T 0 1/8 12/15/23	12/15/2023		0.96			0.96		0.92	0.96				0.96			0.96			0.96			0.96	

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-200 $ Amt Δ Mkt Px	-200 % Px Δ Mkt Yld	-200 WAL	-100 $ Amt Δ Mkt Px	-100 % Px Δ Mkt Yld	-100 WAL	Base $ Amt Δ Mkt Px	Base % Px Δ Mkt Yld	Base Dur	Base WAL	+100 $ Amt Δ Mkt Px	+100 % Px Δ Mkt Yld	+100 WAL	+200 $ Amt Δ Mkt Px	+200 % Px Δ Mkt Yld	+200 WAL	+300 $ Amt Δ Mkt Px	+300 % Px Δ Mkt Yld	+300 WAL	+400 $ Amt Δ Mkt Px	+400 % Px Δ Mkt Yld	+400 WAL
	5,000	181	3.87%		89	1.91%		0	0.00%			-87	-1.87%		-173	-3.69%		-256	-5.47%		-337	-7.21%	
91282CDN8	1.00	97.23	2.46		95.40	3.45		93.61	4.44			91.86	5.44		90.16	6.43		88.49	7.42		86.86	8.42	
T 1 12/15/24	12/15/2024		1.96			1.96		1.89	1.96				1.96			1.96			1.96			1.96	
	5,000	181	3.87%		89	1.91%		0	0.00%			-87	-1.87%		-173	-3.69%		-256	-5.47%		-337	-7.21%	
91282CDN8	1.00	97.23	2.46		95.40	3.45		93.61	4.44			91.86	5.44		90.16	6.43		88.49	7.42		86.86	8.42	
T 1 12/15/24	12/15/2024		1.96			1.96		1.89	1.96				1.96			1.96			1.96			1.96	
	10,000	362	3.87%		179	1.91%		0	0.00%			-175	-1.87%		-345	-3.69%		-512	-5.47%		-675	-7.21%	
91282CDN8	1.00	97.23	2.46		95.40	3.45		93.61	4.44			91.86	5.44		90.16	6.43		88.49	7.42		86.86	8.42	
T 1 12/15/24	12/15/2024		1.96			1.96		1.89	1.96				1.96			1.96			1.96			1.96	
	3,000	176	6.17%		86	3.03%		0	0.00%			-83	-2.92%		-164	-5.75%		-242	-8.47%		-317	-11.10%	
9128286F2	2.50	100.89	2.21		97.91	3.20		95.03	4.19			92.25	5.19		89.57	6.18		86.98	7.17		84.48	8.16	
T 2 1/2 02/28/26	02/28/2026		3.17			3.17		2.95	3.17				3.17			3.17			3.17			3.17	
	5,000	126	2.60%		62	1.29%		0	0.00%			-61	-1.26%		-121	-2.49%		-179	-3.70%		-236	-4.88%	
9128286R6	2.25	99.34	2.75		98.07	3.74		96.83	4.73			95.61	5.71		94.42	6.69		93.25	7.67		92.10	8.64	
T 2 1/4 04/30/24	04/30/2024		1.33			1.33		1.27	1.33				1.33			1.33			1.33			1.33	
	4,000	76	1.95%		38	0.96%		0	0.00%			-37	-0.95%		-73	-1.87%		-109	-2.79%		-144	-3.68%	
912828V23	2.25	99.46	2.80		98.50	3.79		97.56	4.77			96.64	5.76		95.73	6.73		94.84	7.71		93.97	8.67	
T 2 1/4 12/31/23	12/31/2023		1.00			1.00		0.96	1.00				1.00			1.00			1.00			1.00	
	5,000	95	1.95%		47	0.96%		0	0.00%			-46	-0.95%		-91	-1.87%		-136	-2.79%		-180	-3.68%	
912828V23	2.25	99.46	2.80		98.50	3.79		97.56	4.77			96.64	5.76		95.73	6.73		94.84	7.71		93.97	8.67	
T 2 1/4 12/31/23	12/31/2023		1.00			1.00		0.96	1.00				1.00			1.00			1.00			1.00	
	3,000	113	3.92%		56	1.94%		0	0.00%			-54	-1.89%		-107	-3.74%		-159	-5.54%		-210	-7.30%	
9128283P3	2.25	99.60	2.46		97.70	3.45		95.84	4.44			94.03	5.44		92.26	6.43		90.53	7.43		88.85	8.43	
T 2 1/4 12/31/24	12/31/2024		2.00			2.00		1.91	2.00				2.00			2.00			2.00			2.00	
	2,815	23	0.83%		12	0.41%		0	0.00%			-11	-0.41%		-23	-0.81%		-34	-1.22%		-45	-1.62%	
9128284S6	2.75	100.06	2.59		99.64	3.59		99.23	4.60			98.83	5.61		98.43	6.62		98.03	7.62		97.63	8.63	
T 2 3/4 05/31/23	05/31/2023		0.42			0.42		0.41	0.42				0.42			0.42			0.42			0.42	
	5,000	95	1.95%		47	0.96%		0	0.00%			-46	-0.95%		-92	-1.87%		-136	-2.78%		-180	-3.68%	
9128285U0	2.63	99.86	2.77		98.90	3.76		97.95	4.74			97.03	5.73		96.12	6.70		95.23	7.67		94.35	8.64	
T 2 5/8 12/31/23	12/31/2023		1.00			1.00		0.95	1.00				1.00			1.00			1.00			1.00	
	5,000	279	5.84%		137	2.87%		0	0.00%			-133	-2.78%		-261	-5.46%		-386	-8.06%		-506	-10.57%	
9128285T3	2.63	101.28	2.18		98.43	3.18		95.69	4.17			93.03	5.16		90.46	6.16		87.98	7.15		85.57	8.14	
T 2 5/8 12/31/25	12/31/2025		3.00			3.00		2.82	3.00				3.00			3.00			3.00			3.00	
	3,000	168	5.84%		82	2.87%		0	0.00%			-80	-2.78%		-157	-5.46%		-231	-8.06%		-303	-10.57%	
9128285T3	2.63	101.28	2.18		98.43	3.18		95.69	4.17			93.03	5.16		90.46	6.16		87.98	7.15		85.57	8.14	
T 2 5/8 12/31/25	12/31/2025		3.00			3.00		2.82	3.00				3.00			3.00			3.00			3.00	

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-200 $ Amt Δ Mkt Px	-200 % Px Δ Mkt Yld	-200 WAL	-100 $ Amt Δ Mkt Px	-100 % Px Δ Mkt Yld	-100 WAL	Base $ Amt Δ Mkt Px	Base % Px Δ Mkt Yld	Base Dur	Base WAL	+100 $ Amt Δ Mkt Px	+100 % Px Δ Mkt Yld	+100 WAL	+200 $ Amt Δ Mkt Px	+200 % Px Δ Mkt Yld	+200 WAL	+300 $ Amt Δ Mkt Px	+300 % Px Δ Mkt Yld	+300 WAL	+400 $ Amt Δ Mkt Px	+400 % Px Δ Mkt Yld	+400 WAL
Treasury/Agency	165,025	6,092	3.95%		3,068	1.99%		0	0.00%			-3,043	-1.98%		-6,023	-3.91%		-8,926	-5.79%		-11,748	-7.63%	
	1.21	97.04	2.64		95.21	3.58		93.35	4.55			91.50	5.54		89.70	6.53		87.94	7.52		86.23	8.51	
			2.14			2.14			2.14				2.14			2.14			2.14			2.14	
	1,000	1	0.07%		0	0.04%		0	0.00%			0	-0.04%		-1	-0.07%		-1	-0.11%		-1	-0.15%	
037833DE7	2.40	100.02	1.75		99.99	2.76		99.95	3.77			99.91	4.79		99.88	5.82		99.84	6.84		99.80	7.88	
AAPL 2.4 01/13/23	01/13/2023		0.04			0.04		0.04	0.04				0.04			0.04			0.04			0.04	
	2,075	15	0.72%		7	0.36%		0	0.00%			-7	-0.36%		-15	-0.71%		-22	-1.06%		-29	-1.41%	
166764BV1	1.14	99.38	2.86		99.03	3.86		98.67	4.86			98.32	5.87		97.97	6.87		97.63	7.88		97.28	8.88	
CVX 1.141 05/11/23	05/11/2023		0.36			0.36		0.36	0.36				0.36			0.36			0.36			0.36	
	5,000	29	0.58%		14	0.29%		0	0.00%			-14	-0.29%		-28	-0.57%		-42	-0.86%		-56	-1.14%	
30231GBL5	1.57	99.66	2.76		99.37	3.77		99.08	4.77			98.80	5.78		98.51	6.79		98.23	7.80		97.95	8.82	
XOM 1.571 04/15/23	04/15/2023		0.29			0.29		0.29	0.29				0.29			0.29			0.29			0.29	
	1,000	3	0.32%		2	0.17%		0	0.00%			-2	-0.17%		-3	-0.33%		-5	-0.50%		-7	-0.66%	
30231GAR3	2.73	100.00	2.69		99.85	3.62		99.68	4.61			99.52	5.61		99.35	6.62		99.18	7.62		99.02	8.63	
XOM 2.726 03/01/23	03/01/2023		0.03			0.17		0.17	0.17				0.17			0.17			0.17			0.17	
Corporate	9,075	47	0.53%		24	0.26%		0	0.00%			-24	-0.26%		-47	-0.52%		-70	-0.78%		-93	-1.04%	
	1.69	99.67	2.66		99.41	3.66		99.15	4.66			98.89	5.67		98.63	6.68		98.38	7.69		98.12	8.71	
			0.25			0.27		0.26	0.27				0.27			0.27			0.27			0.27	
	245	2	0.74%		1	0.37%		0	0.00%			-1	-0.36%		-2	-0.73%		-3	-1.08%		-4	-1.44%	
20033AYE0	3.10	99.92	3.31		99.55	4.31		99.18	5.32			98.82	6.32		98.47	7.33		98.11	8.34		97.76	9.34	
ADS 3.1 05/15/23	05/15/2023		0.38			0.38		0.37	0.38				0.38			0.38			0.38			0.38	
	245	2	0.72%		1	0.36%		0	0.00%			-1	-0.36%		-2	-0.71%		-3	-1.06%		-3	-1.41%	
17312QL23	3.15	99.95	3.24		99.59	4.24		99.23	5.25			98.88	6.26		98.53	7.26		98.18	8.27		97.83	9.28	
C 3.15 05/11/23	05/11/2023		0.36			0.36		0.36	0.36				0.36			0.36			0.36			0.36	
	245	2	0.72%		1	0.36%		0	0.00%			-1	-0.35%		-2	-0.71%		-3	-1.05%		-3	-1.40%	
61747MX30	3.15	99.95	3.24		99.59	4.24		99.24	5.25			98.89	6.26		98.54	7.26		98.19	8.27		97.85	9.28	
MS 3.15 05/10/23	05/10/2023		0.36			0.36		0.35	0.36				0.36			0.36			0.36			0.36	
	245	2	0.72%		1	0.36%		0	0.00%			-1	-0.36%		-2	-0.71%		-3	-1.06%		-3	-1.41%	
87164WWF1	3.15	99.95	3.24		99.59	4.24		99.23	5.25			98.88	6.26		98.53	7.26		98.18	8.27		97.83	9.28	
SYF 3.15 05/11/23	05/11/2023		0.36			0.36		0.36	0.36				0.36			0.36			0.36			0.36	
CD	980	7	0.72%		4	0.36%		0	0.00%			-3	-0.36%		-7	-0.71%		-10	-1.07%		-14	-1.42%	
	3.14	99.94	3.26		99.58	4.26		99.22	5.27			98.87	6.27		98.51	7.28		98.17	8.29		97.82	9.30	
			0.37			0.37		0.36	0.37				0.37			0.37			0.37			0.37	
	253	0	0.01%		0	0.01%		0	0.00%			0	-0.01%		0	-0.01%		0	-0.02%		0	-0.02%	
PLMDLCAMP	0.30	100.01	-1.69		100.01	-0.70		100.00	0.30			99.99	1.30		99.99	2.31		99.98	3.32		99.98	4.34	
CAMP	01/31/2022		0.01			0.01		0.01	0.01				0.01			0.01			0.01			0.01	

Shocked CUSIP Analysis

		-200		-100		Base		+100		+200		+300		+400	
CUSIP	Par Value	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ
Description	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
	Maturity		WAL		WAL	Dur	WAL		WAL		WAL		WAL		WAL
	37,322	4	0.01%	2	0.01%	0	0.00%	-2	-0.01%	-4	-0.01%	-6	-0.02%	-8	-0.02%
PLMDLLAIF	0.78	100.01	-1.22	100.01	-0.22	100.00	0.78	99.99	1.79	99.99	2.80	99.98	3.81	99.98	4.83
LAIF	01/31/2022		0.01		0.01	0.01	0.01		0.01		0.01		0.01		0.01
	32,426	4	0.01%	2	0.01%	0	0.00%	-2	-0.01%	-4	-0.01%	-5	-0.02%	-7	-0.02%
PLMDLLAIF	0.78	100.01	-1.22	100.01	-0.22	100.00	0.78	99.99	1.79	99.99	2.80	99.98	3.81	99.98	4.83
LAIF	01/31/2022		0.01		0.01	0.01	0.01		0.01		0.01		0.01		0.01
	32,511	4	0.01%	2	0.01%	0	0.00%	-2	-0.01%	-4	-0.01%	-5	-0.02%	-7	-0.02%
PLMDLLAIF	0.78	100.01	-1.22	100.01	-0.22	100.00	0.78	99.99	1.79	99.99	2.80	99.98	3.81	99.98	4.83
LAIF	01/31/2022		0.01		0.01	0.01	0.01		0.01		0.01		0.01		0.01
Other	102,512	11	0.01%	6	0.01%	0	0.00%	-6	-0.01%	-11	-0.01%	-17	-0.02%	-23	-0.02%
	0.78	100.01	-1.22	100.01	-0.22	100.00	0.78	99.99	1.79	99.99	2.80	99.98	3.81	99.98	4.83
			0.01		0.01	0.01	0.01		0.01		0.01		0.01		0.01
Total	277,592	6,158	2.31%	3,101	1.16%	0	0.00%	-3,076	-1.15%	-6,088	-2.28%	-9,023	-3.39%	-11,878	-4.46%
	1.07	98.23	1.20	97.13	2.14	96.01	3.11	94.91	4.09	93.82	5.07	92.76	6.05	91.74	7.04
	1		1.28		1.29	1.16	1.29		1.29		1.29		1.29		1.29

Portfolio Changes

Partial Buy9/2022-12/2022

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
PLMDLCAMP	Other	CAMP	01/31/2022	0.30	253,089	100.00	AFS	Same CUSIP buys

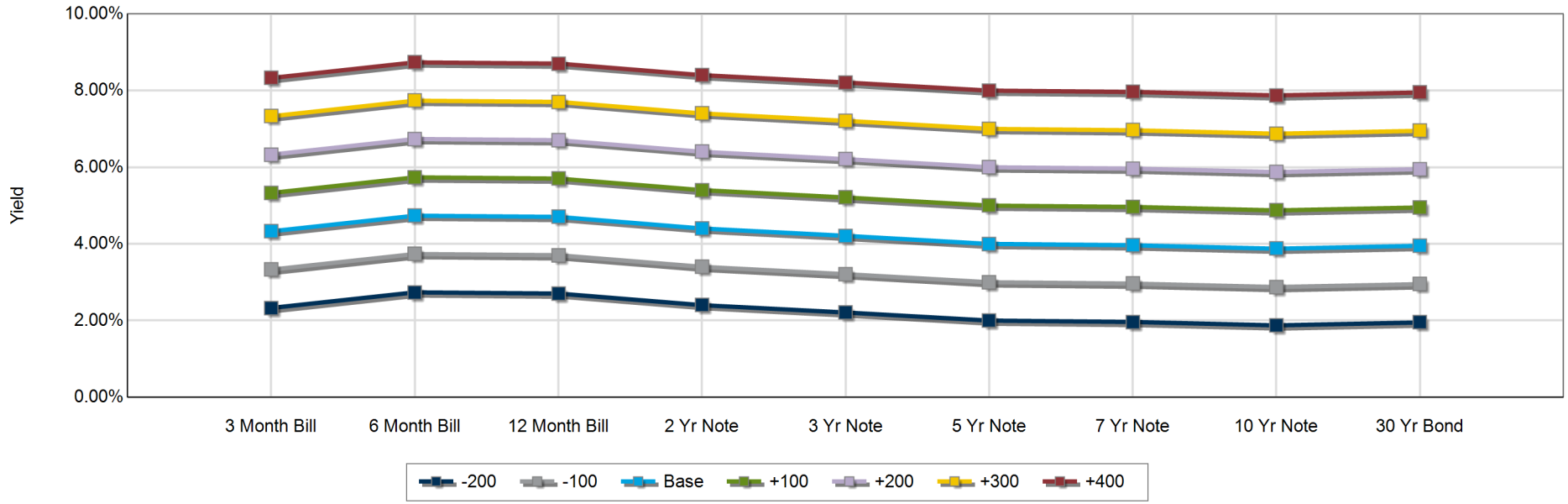
Securities Sold/Redeemed 9/2022-12/2022

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
594918BH6	Corporate	MSFT 2.65 11/03/22	11/03/2022	2.65	1,000,000	100.00	AFS	Called
912828N30	Treasury/Agency	T 2 1/8 12/31/22	12/31/2022	2.13	3,000,000	100.00	AFS	Expired/Matured
92826CAC6	Corporate	V 2.8 12/14/22	12/14/2022	2.80	1,500,000	100.00	AFS	Expired/Matured
PLMDLLAIF	Other	LAIF	01/31/2022	0.78	102,258,780	100.00	AFS	Partial Sale

Shocked Assumptions

	Scenarios						
	Down 200	Down 100	Base	Up 100	Up 200	Up 300	Up 400
Shift Amount	-200	-100	0	100	200	300	400
Curve Slope Change	0	0	0	0	0	0	0
Shock Horizon	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate
Curve Type	Static	Static	Static	Static	Static	Static	Static
Valuation Date	2022-12-31	2022-12-31	2022-12-31	2022-12-31	2022-12-31	2022-12-31	2022-12-31

Yield Curve Scenarios



Report Assumptions

Assumptions

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

Additional Information

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

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

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

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

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

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

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

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Portfolio Exceptions

	Hld ID	Exception Description	CUSIP	Sector	Sub Sector	Indic Table	Security Description	Par Value	Book Price	Market Price
1	7357742	Called	3130A5DH9			AGY	FHLB 2.000 05/18/20 CALd	1,950	100.000	100.000

Portfolio Exceptions Summary

Total Par From Customer	Total Par Excluded	Total Par In Analysis	% Par Excluded	Holding Count From Customer	Holding Count Excluded	Holding Count In Analysis	% Count Excluded
279,542	1,950	277,592	0.70 %	49	1	48	2.04 %

PORTFOLIO REVIEW AND ANALYSIS

City of Palmdale - Successor Agency

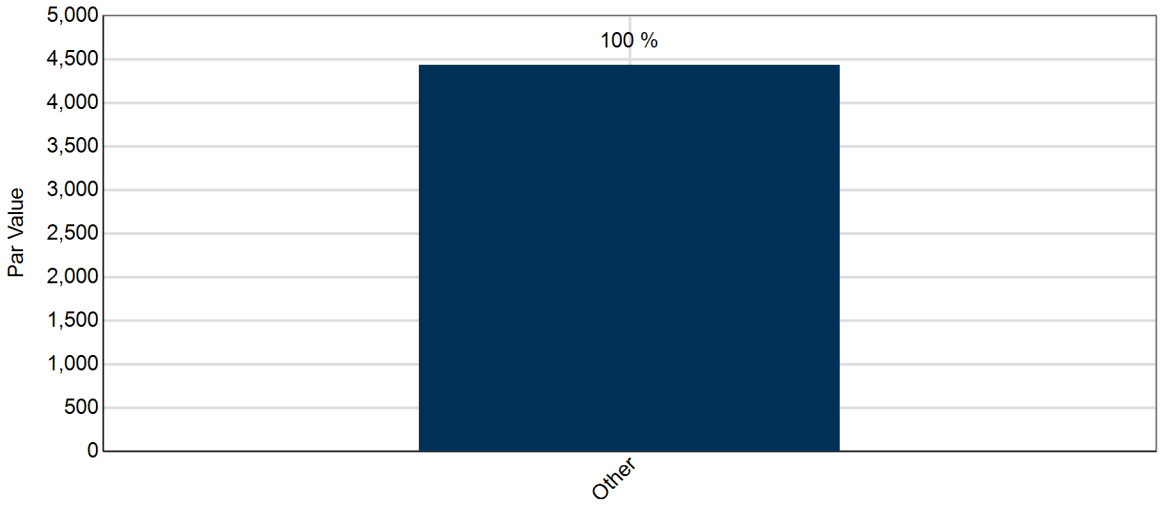
Palmdale, CA

As of Date: 12/31/2022 | Pricing as of: 12/30/2022 | Date of Analysis: 01/06/2023

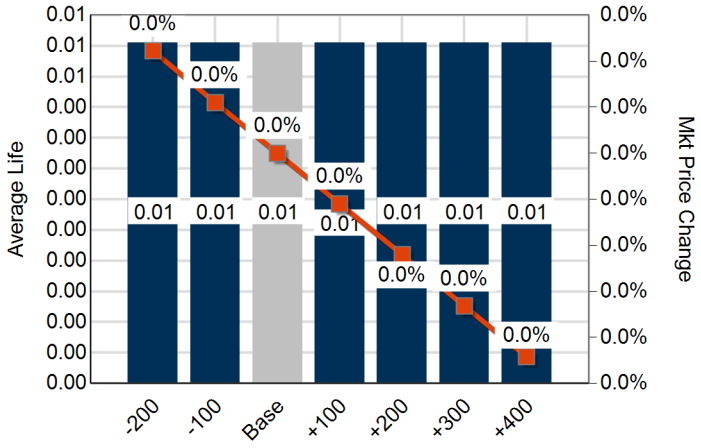
Portfolio Overview

Book Value	4,433
# Securities	1
Average Size (Book)	4,433
Book Yield	0.78
Market Yield	0.78
$ Gain/Loss	0
% Gain/Loss	0.0%
Average Life	0.01
Average Life +300bps	0.01
% Price Change +100bps	-0.01
% Price Change +300bps	-0.02
Effective Duration	0.01
Effective Convexity	0.00
AFS / HTM%	100% / 0%
Fixed / Floating	100% / 0%
ESG/Green Par (000's)	$0 / $0

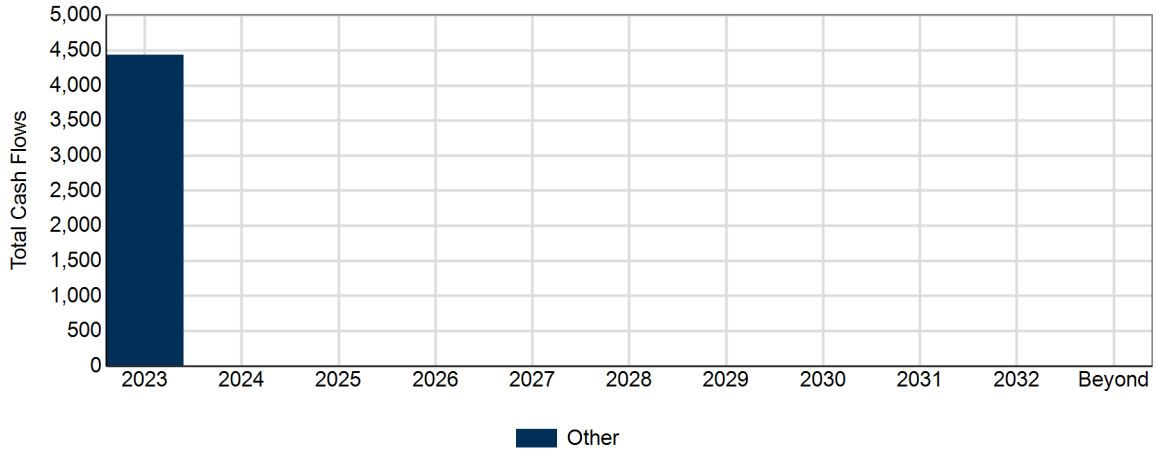
Sector Allocation



Average Life vs Price Sensitivity



Annual Projected Cash Flows By Sector



Historical Portfolio Overview

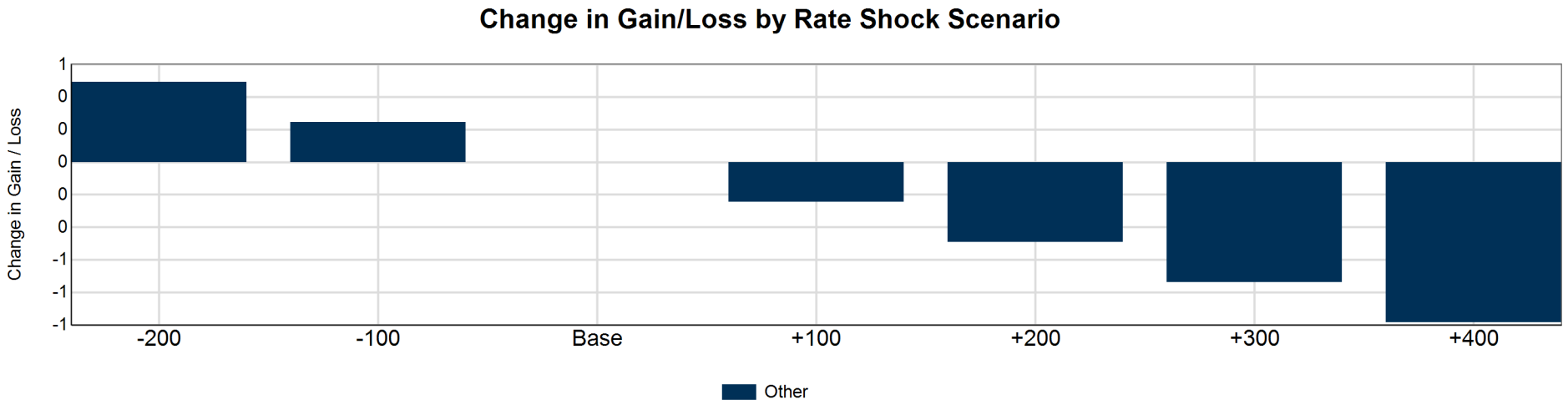
	12/31/2022	09/30/2022	06/30/2022	05/31/2022
Book Value	4,433	5,408	8,701	3,701
Book Yield	0.78	0.79	0.78	0.78
Book Yield (+100)	0.78	0.79	0.78	0.78
Book Yield (+300)	0.78	0.79	0.78	0.78
Book Yield (-100)	0.78	0.79	0.78	0.78
WAL	0.01	0.08	0.08	0.08
WAL (+100)	0.01	0.08	0.08	0.08
WAL (+300)	0.01	0.08	0.08	0.08
WAL (-100)	0.01	0.08	0.08	0.08
% Price Change (+100)	0.0%	-0.1%	-0.1%	-0.1%
% Price Change (+300)	0.0%	-0.3%	-0.3%	-0.2%
% Price Change (-100)	0.0%	0.1%	0.1%	0.1%
Effective Duration	0.01	0.09	0.09	0.08
Effective Convexity	0.00	0.00	0.00	0.00
$ Gain/Loss	0	0	0	0
% Gain/Loss	0.0%	0.0%	0.0%	0.0%
Principal Cash Flow 2 yrs out	100%	100%	100%	100%
Principal Cash Flow 2 yrs out (+100)	100%	100%	100%	100%
Principal Cash Flow 2 yrs out (+300)	100%	100%	100%	100%
Principal Cash Flow 2 yrs out (-100)	100%	100%	100%	100%

Portfolio Sector Summary

Sector	Portfolio %	Par Value	Cpn	Maturity	Book Value	Book Yield	Market Value	Market Yield	% Price Change -100	% Price Change +100	% Price Change +300	Gain/(Loss) $	Gain/(Loss) %	Effective WAL	Effective Dur	Effective Cvx	AFS %
Cash & Other (1)	100.0%	4,433	0.78	-0.9 yrs	4,433	0.78	4,433	0.78	0.0	0.0	0.0	0	0.0%	0.01	0.01	0.00	100 %
Other (1)	100.0%	4,433	0.78	-0.9 yrs	4,433	0.78	4,433	0.78	0.0	0.0	0.0	0	0.0%	0.01	0.01	0.00	100 %
Total (1)	100.0%	4,433	0.78	-0.9 yrs	4,433	0.78	4,433	0.78	0.0	0.0	0.0	0	0.0%	0.01	0.01	0.00	100 %

Shocked Analysis

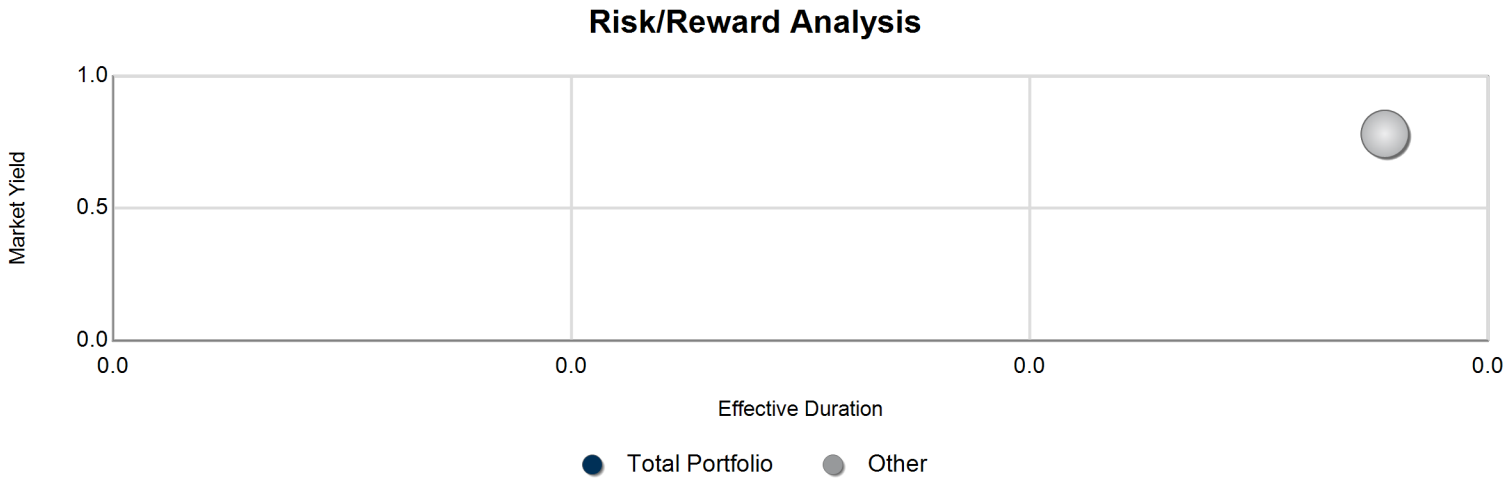
	-200	-100	Base	+100	+200	+300	+400
Par Value	4,433	4,433	4,433	4,433	4,433	4,433	4,433
Book Value	4,433	4,433	4,433	4,433	4,433	4,433	4,433
Market Value	4,433	4,433	4,433	4,432	4,432	4,432	4,432
Gain/(Loss)	0	0	0	0	0	-1	-1
Gain/(Loss) %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Gain/(Loss) % - Chg from Base	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Book Price	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Book Yield	0.78	0.78	0.78	0.78	0.78	0.78	0.78
Market Price	100.01	100.01	100.00	99.99	99.99	99.98	99.98
Market Yield	-1.22	-0.22	0.78	1.79	2.80	3.81	4.83
WAL	0.01	0.01	0.01	0.01	0.01	0.01	0.01



Price Risk & Market Value Change by Sector

	AFS						HTM					
	% Change in Market Value from Level					Eff	% Change in Market Value from Level					Eff
Sector	-100	Mkt Value	+100	+200	+300	Dur	-100	Mkt Value	+100	+200	+300	Dur
Other	0.0%	4,433	0.0%	0.0%	0.0%	0.0%						
Total	0.0%	4,433	0.0%	0.0%	0.0%	0.0%						
Scenario Market Val	4,433	4,433	4,432	4,432	4,432							
Scenario Gain/Loss	0	0	0	0	-1							

Total Portfolio (AFS + HTM):	
% Change in Market Val from Level	
-200 bps	0.0%
-100 bps	0.0%
Level Market Val	4,433
+100 bps	0.0%
+200 bps	0.0%
+300 bps	0.0%
+400 bps	0.0%
Effective Duration	*0.01*
Effective Convexity	0.00



Peer Group Comparison

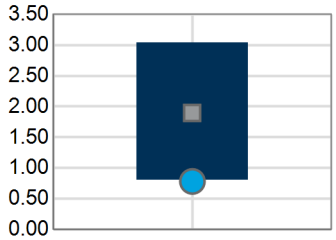
Peer	As of Date	Book Value	G/L %	Book Yield	Average Life Base	Average Life -100	Average Life +300	% Price Change -100	% Price Change +100	% Price Change +300	Effective Dur	Effective Cvx	UST Agy	Fix MBS	ARM	Fix CMO	Flt CMO	Agy CMBS	Sm Bus.	Prv Label	Muni	Corp	CD & Oth	% Fixed	% AFS
1	12/22	4,542	-10.3	0.80	3.0	3.0	3.0	2.8	-2.8	-8.2	2.8	0.0	94%	0%	0%	0%	0%	0%	0%	0%	0%	0%	6%	100%	100%
2	09/22	7,106	-7.7	2.14	3.9	3.9	4.0	3.2	-3.1	-8.9	3.2	0.1	0%	18%	0%	17%	0%	0%	0%	0%	0%	0%	66%	100%	100%
3	12/22	8,000	-10.4	1.25	3.4	3.4	3.4	3.1	-3.1	-9.0	3.1	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
4	10/22	8,166	-8.3	2.35	3.7	3.7	3.8	3.4	-3.3	-9.7	3.4	0.1	51%	0%	0%	0%	0%	0%	0%	0%	0%	0%	49%	100%	100%
5	10/22	9,080	-3.3	2.51	1.7	1.5	1.7	1.4	-1.5	-4.5	1.4	0.0	31%	0%	0%	0%	0%	0%	0%	0%	0%	0%	69%	100%	100%
6	10/22	9,174	-14.3	2.66	8.5	8.5	8.5	5.4	-5.2	-14.9	5.2	0.1	0%	0%	0%	0%	0%	0%	0%	0%	86%	3%	11%	100%	100%
7	09/22	10,037	-3.1	1.61	2.5	2.5	2.5	2.3	-2.2	-6.5	2.2	0.0	32%	0%	0%	0%	0%	0%	0%	0%	23%	15%	30%	100%	100%
8	09/22	11,706	-6.6	1.84	2.3	2.3	2.3	2.2	-2.1	-6.1	2.1	0.1	0%	0%	0%	0%	0%	0%	0%	0%	20%	42%	38%	100%	100%
9	09/22	11,856	-5.0	1.25	2.2	2.2	2.3	2.0	-2.0	-6.0	2.0	0.0	38%	0%	0%	0%	0%	0%	0%	0%	12%	17%	33%	100%	100%
10	12/22	16,381	-7.2	1.79	2.8	2.8	2.8	2.6	-2.6	-7.4	2.6	0.1	0%	0%	0%	0%	0%	0%	0%	0%	44%	29%	26%	100%	100%
11	09/22	21,921	-8.4	0.89	2.7	2.6	2.7	2.4	-2.4	-7.2	2.4	0.0	79%	0%	0%	0%	0%	0%	0%	0%	10%	0%	11%	100%	100%
12	09/22	22,544	-4.0	2.21	2.6	2.6	2.6	2.4	-2.3	-6.7	2.4	0.1	67%	0%	0%	0%	0%	0%	0%	0%	0%	0%	33%	100%	100%
13	10/22	27,465	-9.7	1.47	3.2	3.2	3.2	3.0	-2.9	-8.6	3.0	0.0	57%	0%	0%	0%	0%	3%	0%	0%	2%	1%	38%	100%	100%
14	12/22	35,714	-9.0	1.84	3.8	3.8	3.8	3.1	-3.2	-9.7	3.2	-0.2	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%
15	12/22	36,570	-10.1	1.12	3.3	3.3	3.3	3.0	-3.0	-8.7	3.0	0.0	98%	0%	0%	0%	0%	0%	0%	0%	0%	0%	2%	100%	100%
16	12/22	41,763	-3.5	2.17	1.2	1.2	1.2	1.1	-1.1	-3.3	1.1	0.0	23%	0%	0%	0%	0%	0%	0%	0%	39%	0%	37%	100%	96%
17	11/22	55,990	-12.5	1.95	5.6	5.2	7.3	4.6	-4.5	-13.6	4.6	0.0	2%	18%	1%	41%	0%	4%	0%	0%	27%	0%	5%	98%	100%
18	09/22	66,022	-6.1	1.84	3.2	3.0	3.5	2.6	-2.8	-8.4	2.7	-0.2	82%	1%	0%	1%	0%	0%	0%	0%	0%	11%	7%	97%	100%
19	11/22	130,992	-4.5	2.14	1.6	1.7	1.7	1.4	-1.4	-4.3	1.4	0.0	42%	0%	0%	0%	0%	0%	0%	0%	37%	6%	15%	100%	13%
20	11/22	141,774	-5.2	1.30	2.0	2.0	2.0	1.8	-1.8	-5.3	1.8	0.0	76%	0%	0%	0%	0%	0%	0%	0%	0%	1%	23%	100%	100%
21	10/22	164,960	-7.8	1.60	2.8	2.7	2.9	2.4	-2.4	-7.3	2.4	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
22	11/22	201,469	-4.3	2.10	2.4	2.3	2.4	2.1	-2.1	-6.2	2.1	0.0	66%	0%	0%	0%	0%	0%	0%	0%	24%	0%	10%	100%	100%
23	12/22	202,508	-2.2	3.04	1.8	1.7	2.0	1.5	-1.5	-4.5	1.5	0.0	6%	1%	1%	8%	1%	12%	0%	2%	23%	44%	0%	78%	100%
24	09/22	215,653	-2.9	1.18	1.0	1.0	1.0	1.0	-1.0	-2.9	1.0	0.0	87%	0%	0%	0%	0%	0%	0%	0%	13%	0%	0%	100%	100%
25	09/22	294,615	-3.6	2.03	1.8	1.6	1.8	1.5	-1.5	-4.6	1.5	0.0	45%	0%	0%	0%	0%	0%	0%	0%	50%	5%	0%	100%	100%
Avg		70,240	-6.8	1.80	2.9	2.9	3.0	2.5	-2.5	-7.3	2.5	0.0	51%	2%	0%	3%	0%	1%	0%	0%	16%	7%	20%	99%	96%
Port		4,433	0.0	0.78	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
Diff		-65,808	6.8	-1.02	-2.9	-2.9	-3.0	-2.5	2.5	7.3	-2.5	0.0	-51%	-2%	0%	-3%	0%	-1%	0%	0%	-16%	-7%	80%	1%	4%

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

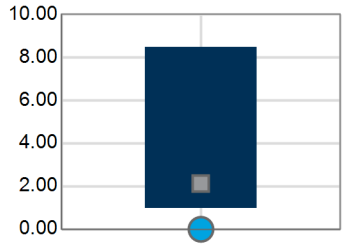
Summary Peer Comparison

Yield and Average Life Peer Comparison

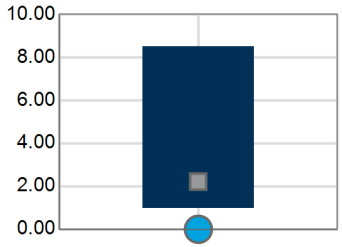
Book Yield



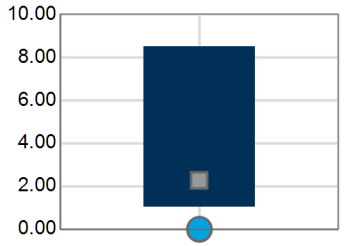
Down 100 Avg Life



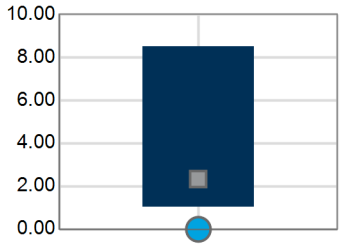
Base Avg Life



Up 100 Avg Life

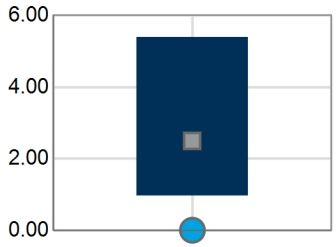


Up 300 Avg Life

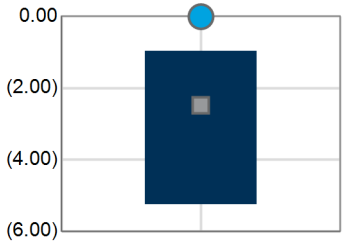


Price Risk Peer Comparison

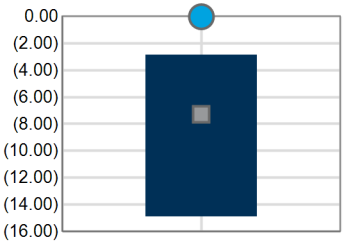
Down 100 Px Chg



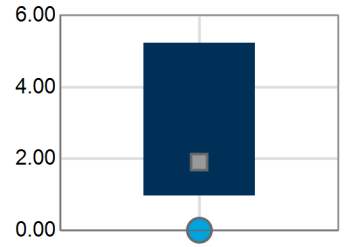
Up 100 Px Chg



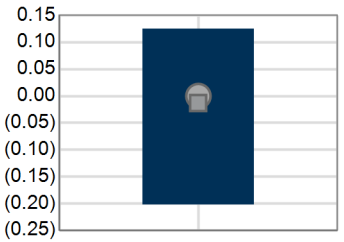
Up 300 Px Chg



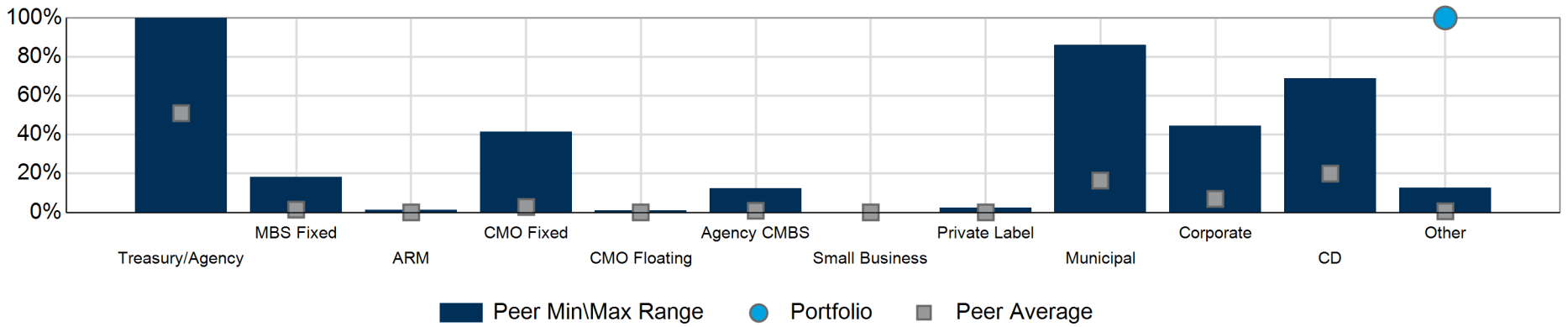
Effective Duration



Effective Convexity



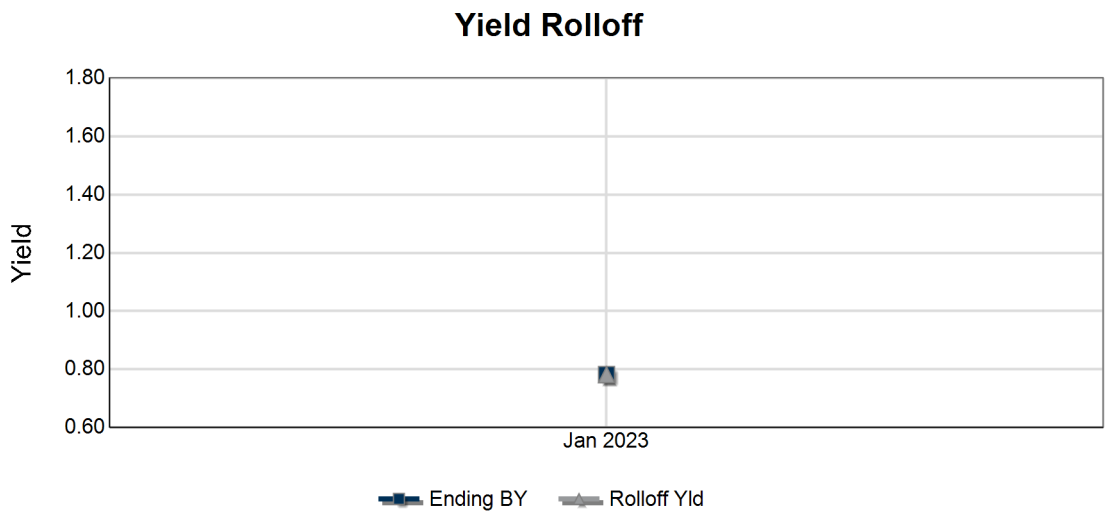
Porfolio vs. Peer Allocations



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

Cash Flow and Rolloff Yield - Next 12 Months

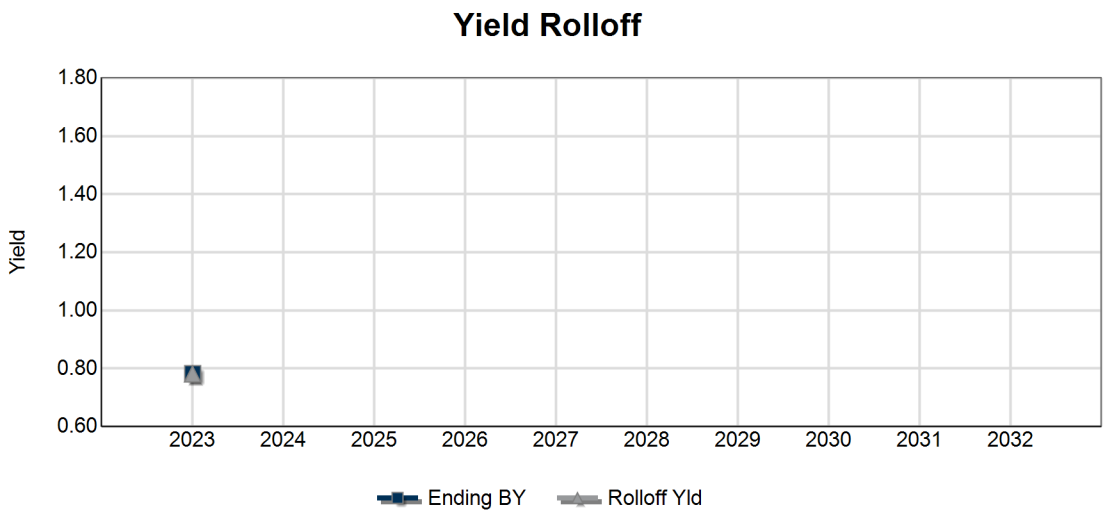
Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Jan 2023	0.78	4,433	0.78	



Shocked Principal and Interest Cash Flow Analysis							
Year	-200	-100	Base	+100	+200	+300	+400
Jan 2023	4,433	4,433	4,433	4,433	4,433	4,433	4,433

Cash Flow and Rolloff Yield - Next 10 Years

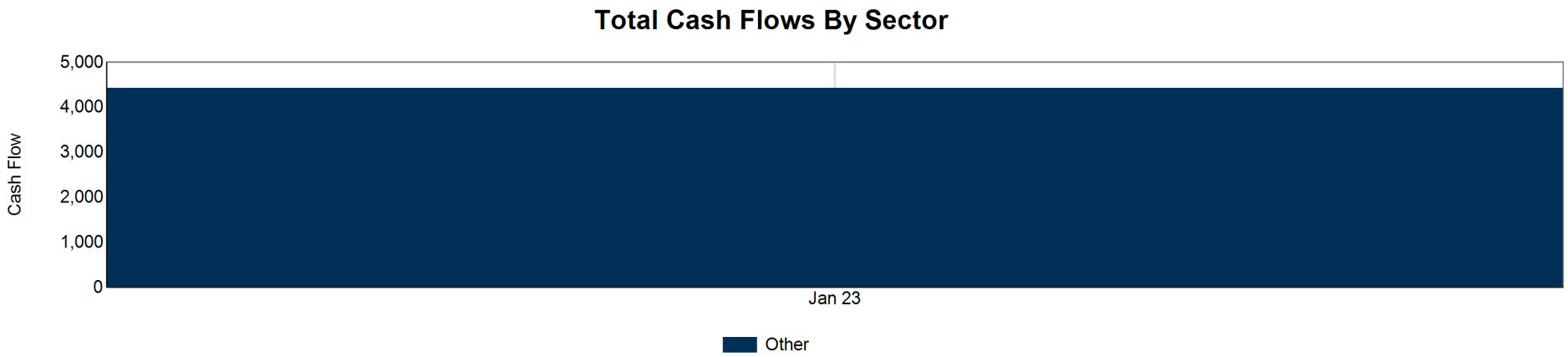
Yield Rolloff				
Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2023	0.78	4,433	0.78	
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				



Shocked Principal and Interest Cash Flow Analysis							
Year	-200	-100	Base	+100	+200	+300	+400
2023	4,433	4,433	4,433	4,433	4,433	4,433	4,433

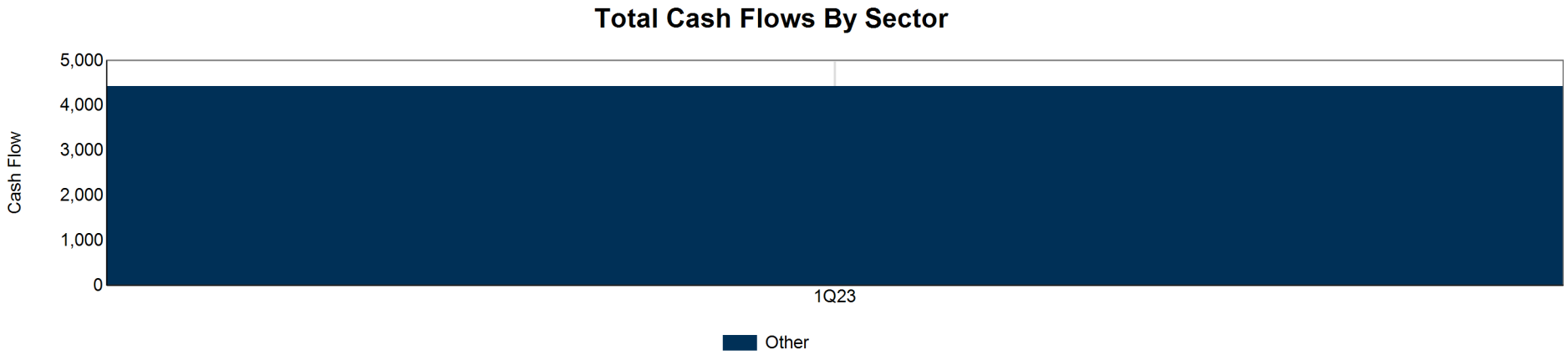
Sector Cash Flow - Next 12 Months

		Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	Bk Yld Chg
Other	Cash Flow End BY	4,433												
Total	Cash Flow End BY	4,433												



Sector Cash Flow - Next 3 Years

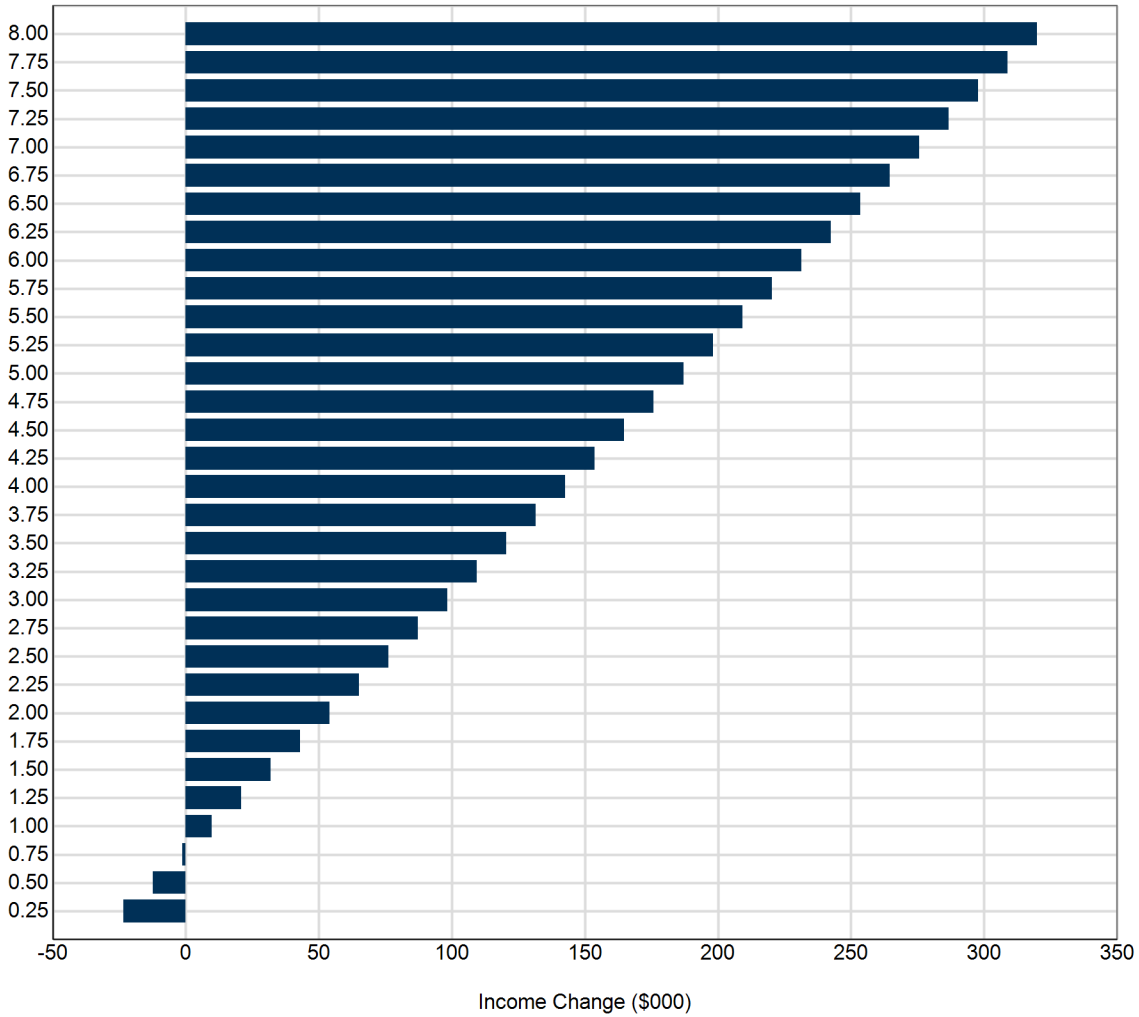
		1Q23	2Q23	3Q23	4Q23	1Q24	2Q24	3Q24	4Q24	1Q25	2Q25	3Q25	4Q25	Bk Yld Chg
Other	Cash Flow End BY	4,433												
Total	Cash Flow End BY	4,433												



Gap Analysis - Potential Income Impact of Principal Reinvestment

Principal Maturing(12 Mo.Horizon): $4,433
Current Book Yield of Principal Maturing: 0.78%
Est. Annual Income at Current Book Yield: $35

Estimated Impact on Income at Various Reinvestment Yields



Assumed Reinvestment Yield	Estimated Annualized Income	Income Difference from Current Book	Resulting Book Yield
0.25	11	-24	0.25
0.50	22	-12	0.50
0.75	33	-1	0.75
1.00	44	10	1.00
1.25	55	21	1.25
1.50	66	32	1.50
1.75	78	43	1.75
2.00	89	54	2.00
2.25	100	65	2.25
2.50	111	76	2.50
2.75	122	87	2.75
3.00	133	98	3.00
3.25	144	109	3.25
3.50	155	121	3.50
3.75	166	132	3.75
4.00	177	143	4.00
4.25	188	154	4.25
4.50	199	165	4.50
4.75	211	176	4.75
5.00	222	187	5.00
5.25	233	198	5.25
5.50	244	209	5.50
5.75	255	220	5.75
6.00	266	231	6.00
6.25	277	242	6.25
6.50	288	253	6.50
6.75	299	265	6.75
7.00	310	276	7.00
7.25	321	287	7.25
7.50	332	298	7.50
7.75	344	309	7.75
8.00	355	320	8.00

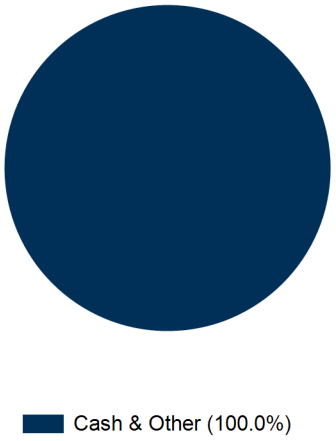
Shocked Cash Flows By Sector - Next 10 Years

Cash Flows By Sector - Next 30 Years

Cash Flow Projection By Month - Next 5 Years

Other - Summary

Subsector



Par Value By Maturity

No Data Available

Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Book Price	Book Value	Book Yield	Market Price	Market Value	Market Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	Px Chg -100 +300	Dur Base	Cvx Base	AFS %
				-0.9 yrs	100.00			100.00			0	0.0%	0.01	0.0	0.01	0.00	
Cash & Other (1)	100.0%	4,433	0.78		4,433	0.78		4,433	0.78		-1	0.0%	0.01	0.0			100.0%
				-0.9 yrs	100.00			100.00			0	0.0%	0.01	0.0	0.01	0.00	
Total (1)	100.0%	4,433	0.78		4,433	0.78		4,433	0.78		-1	0.0%	0.01	0.0			100.0%

Portfolio Considerations

Sector	Cnt	Cpn	Maturity	Par Value	Book Price	Market Price	Gain/ (Loss)	Book Yield	WAL	Eff. Dur	Historical CPR 1 Mo.	Historical CPR 3 Mo.	Historical CPR Life	Proj. CPR Life	Loan Count
Book Yield < 2%	1	0.78	-0.9 yrs	4,433	100.00	100.00	0	0.78	0.0	0.01					
Cash & Other	1	0.78	-0.9 yrs	4,433	100.00	100.00	0	0.78	0.0	0.01					

Key Portfolio Sorts

Top 10 Up 300 Market Value Changes (%)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Book Yield	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	01/31/22	4,433	100.00	100.00	0	0.782	0.01	-0.02	-1	-1	0.01	AFS
			0.78		4,433	100.00	100.00	0	0.782	0.01	-0.02	-1	-1	0.01	

Top 10 Up 300 Market Value Changes ($)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Book Yield	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	01/31/22	4,433	100.00	100.00	0	0.782	0.01	-0.02	-1	-1	0.01	AFS
			0.78		4,433	100.00	100.00	0	0.782	0.01	-0.02	-1	-1	0.01	

Key Portfolio Sorts

Top 10 Marked to Market Up 300 Loss Positions

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Book Yield	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	01/31/22	4,433	100.00	100.00	0	0.782	0.01	-0.02	-1	-1	0.01	AFS
			0.78		4,433	100.00	100.00	0	0.782	0.01	-0.02	-1	-1	0.01	

Top 10 Average Life Extension Up 300bps

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Book Yield	% Px Δ +300	Eff. Dur	WAL	WAL +300	Chg in WAL	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	01/31/22	4,433	100.00	100.00	0	0.782	-0.02	0.01	0.01	0.01	0.00	AFS
			0.78		4,433	100.00	100.00	0	0.782	-0.02	0.01	0.01	0.01	0.00	

Other - CUSIP Detail

CUSIP	Ticker	Par Value	Coupon Type Rate	Step Date Rate	Maturity Proj. Final	Book Price Value	Book Yield	Market Price Value	Market Yield	Gain/(Loss) % $	% Px Δ -100 +300	Effective Dur Cvx	ESG/Gr Intent
			Fixed		01/23	100.00		100.00		0.0%	0.0	0.01	
PLMDLLAIF		4,433	0.780		01/31/22	4,433	0.78	4,433	0.78	0	0.0	0.00	AFS
						100.00		100.00		0.0%	0.0	0.01	
Cash & Other		4,433	0.780			4,433	0.78	4,433	0.78	0	0.0	0.00	
						100.00		100.00		0.0%	0.0	0.01	
Total		4,433	0.780			4,433	0.78	4,433	0.78	0	0.0	0.00	

Shocked CUSIP Analysis

		-200		-100		Base		+100		+200		+300		+400	
CUSIP	Par Value	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ
Description	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
	Maturity		WAL		WAL	Dur	WAL		WAL		WAL		WAL		WAL
	4,433	0	0.01%	0	0.01%	0	0.00%	0	-0.01%	0	-0.01%	-1	-0.02%	-1	-0.02%
PLMDLLAIF	0.78	100.01	-1.22	100.01	-0.22	100.00	0.78	99.99	1.79	99.99	2.80	99.98	3.81	99.98	4.83
LAIF	01/31/2022		0.01		0.01	0.01	0.01		0.01		0.01		0.01		0.01
Other	4,433	0	0.01%	0	0.01%	0	0.00%	0	-0.01%	0	-0.01%	-1	-0.02%	-1	-0.02%
	0.78	100.01	-1.22	100.01	-0.22	100.00	0.78	99.99	1.79	99.99	2.80	99.98	3.81	99.98	4.83
			0.01		0.01	0.01	0.01		0.01		0.01		0.01		0.01
Total	4,433	0	0.01%	0	0.01%	0	0.00%	0	-0.01%	0	-0.01%	-1	-0.02%	-1	-0.02%
	0.78	100.01	-1.22	100.01	-0.22	100.00	0.78	99.99	1.79	99.99	2.80	99.98	3.81	99.98	4.83
	-1		0.01		0.01	0.01	0.01		0.01		0.01		0.01		0.01

Portfolio Changes

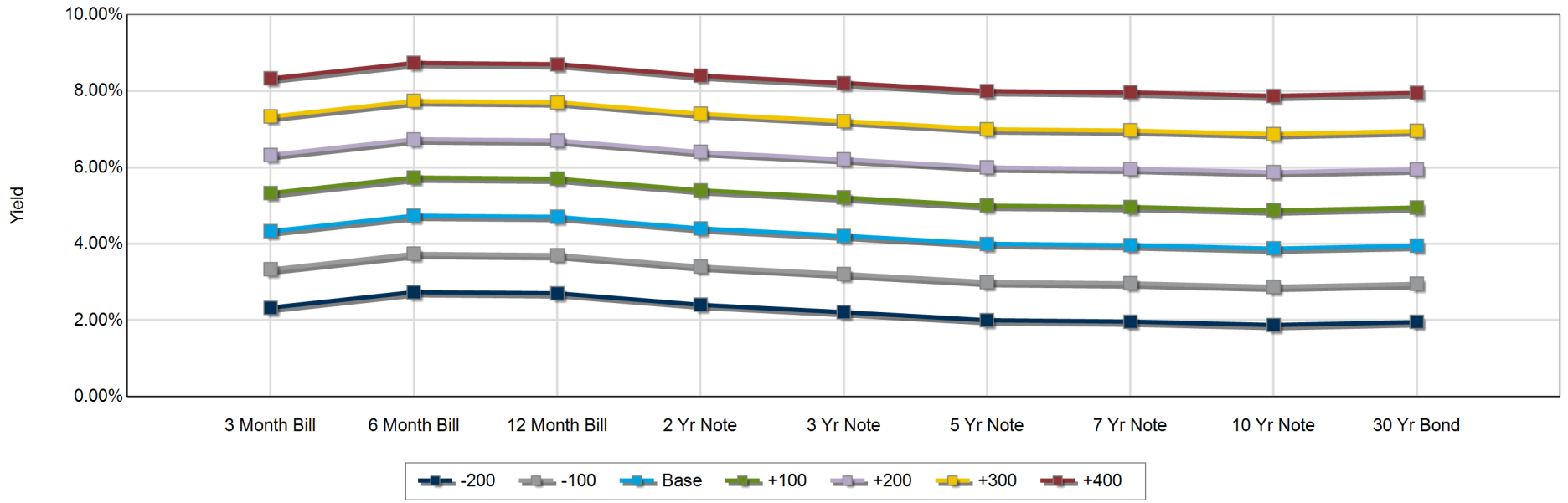
Securities Sold/Redeemed 9/2022-12/2022

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
PLMDLLAIF	Other	LAIF	01/31/2022	0.78	4,432,717	100.00	AFS	Partial Sale

Shocked Assumptions

	Scenarios						
	Down 200	Down 100	Base	Up 100	Up 200	Up 300	Up 400
Shift Amount	-200	-100	0	100	200	300	400
Curve Slope Change	0	0	0	0	0	0	0
Shock Horizon	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate
Curve Type	Static	Static	Static	Static	Static	Static	Static
Valuation Date	2022-12-31	2022-12-31	2022-12-31	2022-12-31	2022-12-31	2022-12-31	2022-12-31

Yield Curve Scenarios



Report Assumptions

Assumptions

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

Additional Information

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

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

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

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

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

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

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

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City Council Staff Report

DATE: **FEBRUARY 01, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC-2023-005, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL AGREEMENT NO. 6 TO AMENDED AND RESTATED FISCAL AGENT AGREEMENT RELATED TO COMMUNITY FACILITIES DISTRICT NO. 93-1 (RITTER RANCH), AND AUTHORIZING ACTIONS RELATED THERETO**

ISSUE

Should the City Council adopt Resolution No. CC 2023-005, a Resolution of the City Council of the City of Palmdale approving and authorizing the execution and delivery of a Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement related to Community Facilities District No. 93-1 (Ritter Ranch), and authorizing actions related thereto?

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2023-005, a Resolution of the City Council of the City of Palmdale approving and authorizing execution and delivery of a Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement related to Community Facilities District No. 93-1 (Ritter Ranch), and authorizing actions related thereto.

BACKGROUND

In 1994, the City Council formed the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch), and in 1995 the City issued special tax bonds for the Community Facilities District to finance various public infrastructure improvements within and in the vicinity of the proposed Ritter Ranch development. The prior owner of the Ritter Ranch property, Ritter Holdings LLC, failed to make required special tax payments due in February of 2020, and its lender, Preston Hollow Capital, LLC (Preston Hollow), which also is the owner of the special tax bonds, foreclosed on the Ritter Ranch property and became the owner of the Ritter Ranch property and all of the rights and interests of Ritter Holdings, LLC under agreements with the City and others related to Ritter Ranch. Preston Hollow subsequently transferred the Ritter Ranch property to RdR Development

Holdings, LLC, a Delaware limited liability company ("RdR"), of which Preston Hollow is the sole member.

On September 1, 2020, the City Council adopted Resolution No. 2020-091, pursuant to which, at the request of Preston Hollow, it approved a supplement to the Amended and Restated Fiscal Agent Agreement pursuant to which the special tax bonds were issued, to defer payments otherwise due on the special tax bonds during the period from March 1, 2020 to and including March 1, 2022 to allow time for Preston Hollow and RdR to determine the actions needed to commence development of the Ritter Ranch property. That Resolution also approved a Deposit Agreement (A-7107) between the City and Preston Hollow (the "Deposit Agreement") pursuant to which Preston Hollow advanced funds to pay costs of the City and its consultants related to requests by it and RdR relative to the development of the Ritter Ranch property. To date, Preston Hollow had advanced a total of $806,097 to the City to be used as provided in the Deposit Agreement, including City actions related to the current request to process a supplement to the agreement pursuant to which the special tax bonds were issued.

On February 2, 2022, the City Council adopted Resolution No. CC 2022-016, pursuant to which, at the request of RdR, it approved another supplement to the Amended and Restated Fiscal Agent Agreement to defer interest payments due on the special tax bonds on September 1, 2022 and March 1, 2023 to September 1, 2023 and the principal due on the Bonds on September 1, 2022 to September 1, 2024, all to allow additional time for Preston Hollow and RdR to continue actions needed to move forward with the development of the Ritter Ranch property.

DISCUSSION

Since their obtaining ownership of the Ritter Ranch property, Preston Hollow and RdR have proceeded to take actions necessary to restart the development of Ritter Ranch. RdR has now requested in a petition submitted to the City Council that the City agree to again amend the documents for the special tax bonds to defer bond payments otherwise due on September 1, 2023 and March 1, 2024 to September 1, 2024 and to change the due date for the special tax payment needed to pay the rescheduled debt service due on the Bonds on September 1, 2024 to August 30, 2024, all in order to allow them additional time to take the actions needed to continue the development of the property.

The City Council is now requested to approve a supplement to the agreement governing the special tax bonds to defer payments on the bonds. The supplement has been prepared by the City's bond counsel, Quint & Thimmig LLP, and has been reviewed by City Finance Department Staff and the Interim City Attorney.

FISCAL IMPACT

There is no impact to the General Fund. The current owner of the outstanding bonds that have been issued by the City for Community Facilities District No. 93-1 has deposited funds with the City as necessary to pay costs of City Staff and consultants related to requests by the bond owner and the current owner of the Ritter Ranch property for City actions in respect of the development of the property in the Ritter Ranch Community Facilities District No. 93-1 and otherwise related to the outstanding bonds.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Janelle Samson, Director of Finance
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	William P. Curley, III, Special Counsel

ATTACHMENTS

1. Resolution No. CC 2023-005
2. Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement (A-4261)

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL AGREEMENT NO. 6 TO AMENDED AND RESTATED FISCAL AGENT AGREEMENT RELATED TO COMMUNITY FACILITIES DISTRICT 93-1 (RITTER RANCH), AND AUTHORIZING ACTIONS RELATED THERETO

WHEREAS, the City Council of the City of Palmdale (the "City") has formed the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (the "CFD") and has issued its City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) Special Tax Bonds Series 1995-A Senior Bonds (the "Bonds") proceeds of which were used to finance various public infrastructure improvements within and in the vicinity of the property in Ritter Ranch (the "Ritter Ranch Property"); and

WHEREAS, in connection with the issuance and administration of the Bonds, the City, for and on behalf of the CFD, has entered into an Amended and Restated Fiscal Agent Agreement (A-4261), dated as of March 1, 2014 (the "Original Fiscal Agent Agreement"), between the City, for and on behalf of the CFD, and U.S. Bank National Association, as fiscal agent (the "Original Fiscal Agent"), and five supplements thereto, including a Supplemental Agreement No. 1 to Amended and Restated Fiscal Agent Agreement, dated as of November 1, 2016 (A-4261), a Supplemental Agreement No. 2 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of August 7, 2018, a Supplemental Agreement No. 3 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of November 13, 2018, a Supplemental Agreement No. 4 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of September 1, 2020, and a Supplemental Agreement No. 5 to Amended and Restated Fiscal Agent Agreement, dated as of February 2, 2022, each between the City, for and on behalf of the CFD and the Original Fiscal Agent (the Original Fiscal Agent Agreement, as so supplemented, is referred to herein as the "Fiscal Agent Agreement"); and

WHEREAS, Preston Hollow Capital, LLC ("Preston Hollow"), the current owner of all of the outstanding Bonds, has advised the City that RdR Development Holdings, LLC ("RdR"), the sole member of which is Preston Hollow, is the owner of the Ritter Ranch Property, which includes all of the property located in the CFD, and has requested that the City, for itself and on behalf of the CFD, enter into a Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement (A-4261) (the "Sixth Supplement") with U.S. Bank Trust Company, National Association, acting as successor in interest to the Original Fiscal Agent under the Fiscal Agent Agreement, amending the Fiscal Agent Agreement to defer repayment of the principal and interest on the Bonds and to change the due date for the payment of special taxes needed to

pay the last installment of debt service on the Bonds, and has indicated that it and RdR desire to continue to move forward with the development of the Ritter Ranch Property; and

WHEREAS, the City is willing to cooperate with Preston Hollow and RdR in response to the request relative to the Sixth Supplement, and otherwise with the efforts of Preston Hollow and RdR in respect of the development of the Ritter Ranch Property, and Preston Hollow has provided funds pursuant to Deposit Agreement (A-7107) (the "Deposit Agreement"), between the City and Preston Hollow, in order to assure payment of the City's costs and those of its consultants for work related to the proposed development of the Ritter Ranch Property; and

WHEREAS, the City Council now desires to approve the execution and delivery of the Sixth Supplement, and to authorize actions related thereto, as provided in this Resolution.

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

SECTION 1. The Sixth Supplement, in the form on file with the City Clerk, is hereby approved. The Interim City Manager is hereby authorized and directed to execute and deliver the Sixth Supplement, for and on behalf of the City and the CFD, in said form together with such additions thereto or changes therein as are approved by the Interim City Manager upon consultation with the Interim City Attorney and Bond Counsel to the City, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Sixth Supplement by the Interim City Manager.

SECTION 2. The City Council hereby authorizes the Interim City Manager, the Director of Finance and all other applicable officers of the City to execute all such documents and to take all actions as are necessary or desirable to implement the Sixth Supplement, including but not limited to such certificates and filings with the Internal Revenue Service as directed by Bond Counsel.

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

PASSED, APPROVED and **ADOPTED** this 01 day of February 2023.

Approved as to form:

_____
Laura Bettencourt, Mayor

ATTEST:

_____
William P. Curley, III
Special Counsel

_____
Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting 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 1st day of February 2023 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, Acting City Clerk

CONSENT OF BONDOWNER TO MODIFICATION OF AMENDED AND RESTATED FISCAL AGENT AGREEMENT FOR CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 93-1 (RITTER RANCH)

City of Palmdale, California

City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch)

U.S. Bank National Association, as Fiscal Agent

Preston Hollow Capital, LLC, a Delaware limited liability company, by its execution below of this Consent of Bondowner to Modification of Amended and Restated Fiscal Agent Agreement for City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (this "Consent"), hereby represents and certifies to the City of Palmdale, California (the "City"), the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (the "CFD"), and U.S. Bank Trust Company, National Association, acting as successor in interest to U.S. Bank National Association, as fiscal agent (the "Fiscal Agent") under the Amended and Restated Fiscal Agent Agreement (A-4261), dated as of March 1, 2014, between the City, for and on behalf of the CFD, and the Fiscal Agent (as amended and supplemented by Supplemental Agreement No. 1 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of November 1, 2016, Supplemental Agreement No. 2 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of August 7, 2018, Supplemental Agreement No. 3 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of November 13, 2018, Supplemental Agreement No. 4 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of September 1, 2020, and Supplemental Agreement No. 5 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of February 2, 2022, each between the City, for and on behalf of the CFD, and the Fiscal Agent, the "Fiscal Agent Agreement"), as follows:

(a) it is the sole owner of all right, title and interest in and to the outstanding City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) Special Tax Bonds Series 1995-A Senior Bonds with the CUSIP number 696738BJ1 (the "Bonds"), and the person executing this Consent for it is duly authorized to do so on its behalf;

(b) it hereby consents to the amendments to the Fiscal Agent Agreement contemplated by Section 1 of the Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement (A-4261), between the City, for the CFD, and the Fiscal Agent, the form of which Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement (A-4261) is attached hereto as Exhibit A; and

(c) it hereby agrees to indemnify, defend and hold the City, the CFD and the Fiscal Agent harmless from any and all claims, costs, liabilities, damages and expenses, including but not limited to attorneys' fees and costs, originating from any false statement by it in this Consent.

Dated: February 1, 2023

PRESTON HOLLOW CAPITAL, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

SUPPLEMENTAL AGREEMENT NO. 6
TO AMENDED AND RESTATED FISCAL AGENT AGREEMENT
(A-4261)

by and between the

CITY OF PALMDALE, CALIFORNIA

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

dated as of February 1, 2023

relating to:
City of Palmdale
Community Facilities District No. 93-1
(Ritter Ranch)
Special Tax Bonds
Series 1995-A Senior Bonds

SUPPLEMENTAL AGREEMENT NO. 6 TO
AMENDED AND RESTATED FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 6 TO AMENDED AND RESTATED FISCAL AGENT AGREEMENT No. A-4261 (this "Supplement No. 6"), dated as of February 1, 2023, is by and between the City of Palmdale, California, a municipal corporation organized and existing under the laws of the State of California (the "City"), for and on behalf of the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (the "CFD"), and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent"), and amends and supplements that certain Amended and Restated Fiscal Agent Agreement (A-4261), dated as of March 1, 2014 (as amended and supplemented by Supplemental Agreement No. 1 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of November 1, 2016, Supplemental Agreement No. 2 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of August 7, 2018, Supplemental Agreement No. 3 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of November 13, 2018, Supplemental Agreement No. 4 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of September 1, 2020, and Supplemental Agreement No. 5 to Amended and Restated Fiscal Agent Agreement, dated as of February 2, 2022 (the "Amended FA Agreement"), each between the City, for and on behalf of the CFD, and the Fiscal Agent, acting as successor in interest to U.S. Bank National Association, as fiscal agent under the Amended FA Agreement).

Capitalized terms used in this Supplement No. 6 and not otherwise defined herein have the meanings given to such terms in the Amended FA Agreement.

RECITALS:

A. The City has received a request by RdR Development Holdings, LLC, the current owner of all of the property located in the CFD, to amend the Amended FA Agreement in order to (i) defer the principal and interest otherwise due on the Bonds during the period from September 1, 2023 to and including March 1, 2024, to now be due on September 1, 2024, and (ii) to change the due date for hand bills for the Special Taxes needed to pay the September 1, 2024 debt service on the Bonds and CFD Administrative Expenses to August 30, 2024, all as reflected in this Supplement No. 6, and the sole owner of the Bonds is expected to consent to the provisions of Section 1 of this Supplement No. 6.

B. Section 8.01 of the Amended FA Agreement provides that it may be amended with the consent of the Owners of at least sixty percent (60%) in aggregate principal amount of the Outstanding Bonds.

C. This Supplement No. 6 is a "Supplemental Agreement," as defined in the Amended FA Agreement.

D. The City has requested that the Fiscal Agent enter into this Supplement No. 6.

E. This Supplement No. 6 shall become effective as provided in Section 7 of this Supplement No. 6.

A G R E E M E N T :

NOW, THEREFORE, the City, for and on behalf of the CFD, and the Fiscal Agent, agree as follows:

Section 1. Amendments. (a) The second paragraph of Section 2.02(E) of the Amended FA Agreement and the form of the Bonds in Exhibit A to the Amended FA Agreement are each hereby amended by deleting the second paragraph thereof and by inserting therein, in lieu thereof, the following: "Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the interest otherwise due on the Bonds on the Interest Payment Dates occurring on March 1, 2020 to and including March 1, 2024, shall be due and payable on September 1, 2024."

(b) The second paragraph of Section 2.03(A)(ii) of the Amended FA Agreement and the eighth paragraph of the form of the Bonds in Exhibit A to the FA Agreement are each hereby amended and restated in whole to read as follows:

> "The Bonds maturing on September 1, 2024 are subject to mandatory sinking payment redemption in part on September 1, 2017, and on September 1, 2024 by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption without premium, from sinking payments as follows:

Redemption Date	Sinking Payments
September 1, 2017	$ 835,000
September 1, 2018	0
September 1, 2019	0
September 1, 2020	0
September 1, 2021	0
September 1, 2022	0
September 1, 2023	0
September 1, 2024 (maturity)	22,665,000"

(c) Section 5.08 of the Amended FA Agreement is hereby amended by adding thereto, as a new last paragraph thereof, the following:

"The foregoing paragraph shall cease to be effective on the effective date of Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement, dated as of February 1, 2023, between the City, for the CFD, and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as fiscal agent, and on such effective date the following shall apply: The Director of Finance shall, on or about August 15, 2024, provide hand bills to the then owners of property in the CFD for Special Taxes in an aggregate amount needed to pay the principal and interest due on the Bonds on September 1, 2024 and any Administrative Expenses unpaid and projected, and directing such owners to pay the Special Taxes directly to the City, with the Special Taxes so levied to be delinquent if not paid by August 30, 2024. Any such Special Taxes so billed shall have the same priority and bear the same proportionate penalties and interest after delinquency as do the ad valorem taxes on real property."

Section 2. Execution in Several Counterparts. This Supplement No. 6 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The delivery of an executed counterpart of this Supplement No. 6 by facsimile or PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

Section 3. Governing Law. This Supplement No. 6 shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Section 4. Incorporation By Reference. The City and the Fiscal Agent agree that the amendment contained in this Supplement No. 6 shall be incorporated by this reference thereto into the Amended FA Agreement, which Amended FA Agreement as so amended shall serve as the sole operative Agreement (as such term is defined in the Amended FA Agreement) in connection with the Bonds.

Section 5. Ratification and Reaffirmation of Amended FA Agreement. Except as hereby expressly amended, the Amended FA Agreement shall remain in full force and effect; and the Amended FA Agreement, as amended hereby, is ratified and confirmed.

Section 6. Interpretation. In the event of any conflict between the provisions of the Amended FA Agreement and the provisions of this Supplement No. 6, the provisions of this Supplement No. 6 shall control.

Section 7. Effective Date. This Supplement No. 6 shall become effective upon the last to occur of (a) the execution and delivery of this Supplement No. 6 by the City, for and on behalf of the CFD, and the Fiscal Agent, and (b) a consent hereto by the sole owner of all of the outstanding Bonds is delivered to the City and the Fiscal Agent. The Fiscal Agent shall be entitled to rely on a certificate of an Authorized Officer to the effect that the preceding two conditions have been satisfied, and with respect to the date on which the final one was achieved (thereby being the effective date of this Supplement No. 6).

Section 8. Replacement Bonds. From and after the effective date of this Supplement No. 6, upon any delivery of any of the Bonds to the Fiscal Agent for any reason, the Fiscal Agent shall provide replacement Bonds in the form of Exhibit A to the Amended FA Agreement, as amended by Section 1 hereof, in exchange for the Bonds so delivered, subject in any event to any applicable provisions of Sections 2.06 and 2.07 of the Amended FA Agreement.

Section 9. Binding Effect. Upon the effectiveness of this Supplement No. 6, as provided in Section 7 above, this Supplement No. 6 shall inure to the benefit of and shall be binding upon the City, the CFD, the Fiscal Agent, the owner of the Bonds and their respective successors and assigns.

IN WITNESS WHEREOF, the City has caused this Supplement No. 6 to be executed in its name, and the Fiscal Agent has caused this Supplement No. 6 to be executed in its name, all as of the date first set forth above.

CITY OF PALMDALE, CALIFORNIA, for and on behalf of the CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 93-1 (RITTER RANCH)

By: _____
Ronda Perez,
Interim City Manager

Attest:

By: _____
Roxanne Faber,
Acting City Clerk

Approved as to form:

By: _____
William P. Curley, III
Special Counsel

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Fiscal Agent*

By: _____
Authorized Officer

SUPPLEMENTAL AGREEMENT NO. 6
TO AMENDED AND RESTATED FISCAL AGENT AGREEMENT
(A-4261)

by and between the

CITY OF PALMDALE, CALIFORNIA

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

dated as of February 1, 2023

relating to:
City of Palmdale
Community Facilities District No. 93-1
(Ritter Ranch)
Special Tax Bonds
Series 1995-A Senior Bonds

SUPPLEMENTAL AGREEMENT NO. 6 TO AMENDED AND RESTATED FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 6 TO AMENDED AND RESTATED FISCAL AGENT AGREEMENT No. A-4261 (this "Supplement No. 6"), dated as of February 1, 2023, is by and between the City of Palmdale, California, a municipal corporation organized and existing under the laws of the State of California (the "City"), for and on behalf of the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (the "CFD"), and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent"), and amends and supplements that certain Amended and Restated Fiscal Agent Agreement (A-4261), dated as of March 1, 2014 (as amended and supplemented by Supplemental Agreement No. 1 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of November 1, 2016, Supplemental Agreement No. 2 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of August 7, 2018, Supplemental Agreement No. 3 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of November 13, 2018, Supplemental Agreement No. 4 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of September 1, 2020, and Supplemental Agreement No. 5 to Amended and Restated Fiscal Agent Agreement, dated as of February 2, 2022 (the "Amended FA Agreement"), each between the City, for and on behalf of the CFD, and the Fiscal Agent, acting as successor in interest to U.S. Bank National Association, as fiscal agent under the Amended FA Agreement).

Capitalized terms used in this Supplement No. 6 and not otherwise defined herein have the meanings given to such terms in the Amended FA Agreement.

R E C I T A L S :

A. The City has received a request by RdR Development Holdings, LLC, the current owner of all of the property located in the CFD, to amend the Amended FA Agreement in order to (i) defer the principal and interest otherwise due on the Bonds during the period from September 1, 2023 to and including March 1, 2024, to now be due on September 1, 2024, and (ii) to change the due date for hand bills for the Special Taxes needed to pay the September 1, 2024 debt service on the Bonds and CFD Administrative Expenses to August 30, 2024, all as reflected in this Supplement No. 6, and the sole owner of the Bonds is expected to consent to the provisions of Section 1 of this Supplement No. 6.

B. Section 8.01 of the Amended FA Agreement provides that it may be amended with the consent of the Owners of at least sixty percent (60%) in aggregate principal amount of the Outstanding Bonds.

C. This Supplement No. 6 is a "Supplemental Agreement," as defined in the Amended FA Agreement.

D. The City has requested that the Fiscal Agent enter into this Supplement No. 6.

E. This Supplement No. 6 shall become effective as provided in Section 7 of this Supplement No. 6.

A G R E E M E N T :

NOW, THEREFORE, the City, for and on behalf of the CFD, and the Fiscal Agent, agree as follows:

Section 1. Amendments. (a) The second paragraph of Section 2.02(E) of the Amended FA Agreement and the form of the Bonds in Exhibit A to the Amended FA Agreement are each hereby amended by deleting the second paragraph thereof and by inserting therein, in lieu thereof, the following: "Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the interest otherwise due on the Bonds on the Interest Payment Dates occurring on March 1, 2020 to and including March 1, 2024, shall be due and payable on September 1, 2024."

(b) The second paragraph of Section 2.03(A)(ii) of the Amended FA Agreement and the eighth paragraph of the form of the Bonds in Exhibit A to the FA Agreement are each hereby amended and restated in whole to read as follows:

> "The Bonds maturing on September 1, 2024 are subject to mandatory sinking payment redemption in part on September 1, 2017, and on September 1, 2024 by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption without premium, from sinking payments as follows:

Redemption Date	Sinking Payments
September 1, 2017	$ 835,000
September 1, 2018	0
September 1, 2019	0
September 1, 2020	0
September 1, 2021	0
September 1, 2022	0
September 1, 2023	0
September 1, 2024 (maturity)	22,665,000"

(c) Section 5.08 of the Amended FA Agreement is hereby amended by adding thereto, as a new last paragraph thereof, the following:

"The foregoing paragraph shall cease to be effective on the effective date of Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement, dated as of February 1, 2023, between the City, for the CFD, and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as fiscal agent, and on such effective date the following shall apply: The Director of Finance shall, on or about August 15, 2024, provide hand bills to the then owners of property in the CFD for Special Taxes in an aggregate amount needed to pay the principal and interest due on the Bonds on September 1, 2024 and any Administrative Expenses unpaid and projected, and directing such owners to pay the Special Taxes directly to the City, with the Special Taxes so levied to be delinquent if not paid by August 30, 2024. Any such Special Taxes so billed shall have the same priority and bear the same proportionate penalties and interest after delinquency as do the ad valorem taxes on real property."

Section 2. Execution in Several Counterparts. This Supplement No. 6 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The delivery of an executed counterpart of this

Supplement No. 6 by facsimile or PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

Section 3. Governing Law. This Supplement No. 6 shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Section 4. Incorporation By Reference. The City and the Fiscal Agent agree that the amendment contained in this Supplement No. 6 shall be incorporated by this reference thereto into the Amended FA Agreement, which Amended FA Agreement as so amended shall serve as the sole operative Agreement (as such term is defined in the Amended FA Agreement) in connection with the Bonds.

Section 5. Ratification and Reaffirmation of Amended FA Agreement. Except as hereby expressly amended, the Amended FA Agreement shall remain in full force and effect; and the Amended FA Agreement, as amended hereby, is ratified and confirmed.

Section 6. Interpretation. In the event of any conflict between the provisions of the Amended FA Agreement and the provisions of this Supplement No. 6, the provisions of this Supplement No. 6 shall control.

Section 7. Effective Date. This Supplement No. 6 shall become effective upon the last to occur of (a) the execution and delivery of this Supplement No. 6 by the City, for and on behalf of the CFD, and the Fiscal Agent, and (b) a consent hereto by the sole owner of all of the outstanding Bonds is delivered to the City and the Fiscal Agent. The Fiscal Agent shall be entitled to rely on a certificate of an Authorized Officer to the effect that the preceding two conditions have been satisfied, and with respect to the date on which the final one was achieved (thereby being the effective date of this Supplement No. 6).

Section 8. Replacement Bonds. From and after the effective date of this Supplement No. 6, upon any delivery of any of the Bonds to the Fiscal Agent for any reason, the Fiscal Agent shall provide replacement Bonds in the form of Exhibit A to the Amended FA Agreement, as amended by Section 1 hereof, in exchange for the Bonds so delivered, subject in any event to any applicable provisions of Sections 2.06 and 2.07 of the Amended FA Agreement.

Section 9. Binding Effect. Upon the effectiveness of this Supplement No. 6, as provided in Section 7 above, this Supplement No. 6 shall inure to the benefit of and shall be binding upon the City, the CFD, the Fiscal Agent, the owner of the Bonds and their respective successors and assigns.

IN WITNESS WHEREOF, the City has caused this Supplement No. 6 to be executed in its name, and the Fiscal Agent has caused this Supplement No. 6 to be executed in its name, all as of the date first set forth above.

CITY OF PALMDALE, CALIFORNIA, for and on behalf of the CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 93-1 (RITTER RANCH)

By: _____
Ronda Perez,
Interim City Manager

Attest:

By: _____
Roxanne Faber,
Acting City Clerk

Approved as to form:

By: _____
William P. Curley, III
Special Counsel

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Fiscal Agent*

By: _____
Authorized Officer

16007.50:J18724

CITY OF PALMDALE
COMMUNITY FACILITIES DISTRICT NO. 93-1
(RITTER RANCH)

OFFICER'S CERTIFICATE REGARDING EFFECTIVE DATE OF SUPPLEMENTAL AGREEMENT NO. 6

The undersigned hereby states and certifies:

(i) that she is the duly appointed, qualified and acting Director of Finance of the City of Palmdale, California, a chartered city and municipal corporation duly organized and existing under the laws of the State of California (the "City"), and as such, is familiar with the facts herein certified and is authorized to certify the same on behalf of the City; and

(ii) that she is an "Authorized Officer" of the City, as such term is defined in that certain Amended and Restated Fiscal Agent Agreement (A-4261), dated as of March 1, 2014, by and between the City, for and on behalf of the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (the "District"), and U.S. Bank National Association, as fiscal agent (the "Original Fiscal Agent") (as amended and supplemented by Supplemental Agreement No. 1 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of November 1, 2016, by Supplemental Agreement No. 2 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of August 7, 2018, by Supplemental Agreement No. 3 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of November 13, 2018, by Supplemental Agreement No. 4 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of September 1, 2020, and by Supplemental Agreement No. 5 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of February 2, 2022, each between the City, for and on behalf of the District, and the Original Fiscal Agent, the "Fiscal Agent Agreement"); and

(iii) pursuant to Resolution No. CC 2023-005 adopted by the City Council of the City on February 1, 2023, the City Council authorized the execution and delivery of a Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement (A-4261) (the "Sixth Supplement"), to be executed by the City, for and on behalf of the District, and U.S. Bank Trust Company, National Association, acting as successor in interest to the Original Fiscal Agent under the Fiscal Agent Agreement (the "Fiscal Agent"); and

(iv) this Officer's Certificate is being delivered pursuant to Section 7 of the Sixth Supplement, in order to advise the Fiscal Agent of the effective date of the Sixth Supplement; and

(v) the City hereby acknowledges that it has received the consent to the Sixth Supplement of the owner of all of the outstanding Bonds, a copy of which is attached hereto as Exhibit A, as mentioned in Section 7 of the Sixth Supplement; and

(vi) under separate cover, the City has submitted to the Fiscal Agent the Sixth Supplement executed by the City for the District, and the City hereby requests that the Fiscal Agent execute the Sixth Supplement; and

(vii) upon execution of the Sixth Supplement by the Fiscal Agent, the conditions precedent to the effectiveness of the Sixth Supplement will have been achieved, and such date of execution by the Fiscal Agent will be the effective date of the Sixth Supplement; and

(viii) that capitalized terms used and not otherwise defined herein have the meanings given them in the Fiscal Agent Agreement.

Dated: February __, 2023

CITY OF PALMDALE, CALIFORNIA, *for and on behalf of the* City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch)

By: _____
Janelle Samson,,
Director of Finance

Acknowledged:

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By: _____
Authorized Officer

EXHIBIT A

BONDOWNER CONSENT

CONSENT OF BONDOWNER TO MODIFICATION OF AMENDED AND RESTATED FISCAL AGENT AGREEMENT FOR CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 93-1 (RITTER RANCH)

City of Palmdale, California

City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch)

U.S. Bank National Association, as Fiscal Agent

Preston Hollow Capital, LLC, a Delaware limited liability company, by its execution below of this Consent of Bondowner to Modification of Amended and Restated Fiscal Agent Agreement for City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (this "Consent"), hereby represents and certifies to the City of Palmdale, California (the "City"), the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (the "CFD"), and U.S. Bank Trust Company, National Association, acting as successor in interest to U.S. Bank National Association, as fiscal agent (the "Fiscal Agent") under the Amended and Restated Fiscal Agent Agreement (A-4261), dated as of March 1, 2014, between the City, for and on behalf of the CFD, and the Fiscal Agent (as amended and supplemented by Supplemental Agreement No. 1 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of November 1, 2016, Supplemental Agreement No. 2 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of August 7, 2018, Supplemental Agreement No. 3 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of November 13, 2018, Supplemental Agreement No. 4 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of September 1, 2020, and Supplemental Agreement No. 5 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of February 2, 2022, each between the City, for and on behalf of the CFD, and the Fiscal Agent, the "Fiscal Agent Agreement"), as follows:

(a) it is the sole owner of all right, title and interest in and to the outstanding City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) Special Tax Bonds Series 1995-A Senior Bonds with the CUSIP number 696738BJ1 (the "Bonds"), and the person executing this Consent for it is duly authorized to do so on its behalf;

(b) it hereby consents to the amendments to the Fiscal Agent Agreement contemplated by Section 1 of the Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement (A-4261), between the City, for the CFD, and the Fiscal Agent, the form of which Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement (A-4261) is attached hereto as Exhibit A; and

(c) it hereby agrees to indemnify, defend and hold the City, the CFD and the Fiscal Agent harmless from any and all claims, costs, liabilities, damages and expenses, including but not limited to attorneys' fees and costs, originating from any false statement by it in this Consent.

Dated: February 1, 2023

PRESTON HOLLOW CAPITAL, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

SUPPLEMENTAL AGREEMENT NO. 6
TO AMENDED AND RESTATED FISCAL AGENT AGREEMENT
(A-4261)

by and between the

CITY OF PALMDALE, CALIFORNIA

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

dated as of February 1, 2023

relating to:
City of Palmdale
Community Facilities District No. 93-1
(Ritter Ranch)
Special Tax Bonds
Series 1995-A Senior Bonds

SUPPLEMENTAL AGREEMENT NO. 6 TO
AMENDED AND RESTATED FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 6 TO AMENDED AND RESTATED FISCAL AGENT AGREEMENT No. A-4261 (this "Supplement No. 6"), dated as of February 1, 2023, is by and between the City of Palmdale, California, a municipal corporation organized and existing under the laws of the State of California (the "City"), for and on behalf of the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (the "CFD"), and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent"), and amends and supplements that certain Amended and Restated Fiscal Agent Agreement (A-4261), dated as of March 1, 2014 (as amended and supplemented by Supplemental Agreement No. 1 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of November 1, 2016, Supplemental Agreement No. 2 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of August 7, 2018, Supplemental Agreement No. 3 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of November 13, 2018, Supplemental Agreement No. 4 to Amended and Restated Fiscal Agent Agreement (A-4261), dated as of September 1, 2020, and Supplemental Agreement No. 5 to Amended and Restated Fiscal Agent Agreement, dated as of February 2, 2022 (the "Amended FA Agreement"), each between the City, for and on behalf of the CFD, and the Fiscal Agent, acting as successor in interest to U.S. Bank National Association, as fiscal agent under the Amended FA Agreement).

Capitalized terms used in this Supplement No. 6 and not otherwise defined herein have the meanings given to such terms in the Amended FA Agreement.

R E C I T A L S :

A. The City has received a request by RdR Development Holdings, LLC, the current owner of all of the property located in the CFD, to amend the Amended FA Agreement in order to (i) defer the principal and interest otherwise due on the Bonds during the period from September 1, 2023 to and including March 1, 2024, to now be due on September 1, 2024, and (ii) to change the due date for hand bills for the Special Taxes needed to pay the September 1, 2024 debt service on the Bonds and CFD Administrative Expenses to August 30, 2024, all as reflected in this Supplement No. 6, and the sole owner of the Bonds is expected to consent to the provisions of Section 1 of this Supplement No. 6.

B. Section 8.01 of the Amended FA Agreement provides that it may be amended with the consent of the Owners of at least sixty percent (60%) in aggregate principal amount of the Outstanding Bonds.

C. This Supplement No. 6 is a "Supplemental Agreement," as defined in the Amended FA Agreement.

D. The City has requested that the Fiscal Agent enter into this Supplement No. 6.

E. This Supplement No. 6 shall become effective as provided in Section 7 of this Supplement No. 6.

A G R E E M E N T :

NOW, THEREFORE, the City, for and on behalf of the CFD, and the Fiscal Agent, agree as follows:

Section 1. Amendments. (a) The second paragraph of Section 2.02(E) of the Amended FA Agreement and the form of the Bonds in Exhibit A to the Amended FA Agreement are each hereby amended by deleting the second paragraph thereof and by inserting therein, in lieu thereof, the following: "Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the interest otherwise due on the Bonds on the Interest Payment Dates occurring on March 1, 2020 to and including March 1, 2024, shall be due and payable on September 1, 2024."

(b) The second paragraph of Section 2.03(A)(ii) of the Amended FA Agreement and the eighth paragraph of the form of the Bonds in Exhibit A to the FA Agreement are each hereby amended and restated in whole to read as follows:

> "The Bonds maturing on September 1, 2024 are subject to mandatory sinking payment redemption in part on September 1, 2017, and on September 1, 2024 by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption without premium, from sinking payments as follows:

Redemption Date	Sinking Payments
September 1, 2017	$ 835,000
September 1, 2018	0
September 1, 2019	0
September 1, 2020	0
September 1, 2021	0
September 1, 2022	0
September 1, 2023	0
September 1, 2024 (maturity)	22,665,000"

(c) Section 5.08 of the Amended FA Agreement is hereby amended by adding thereto, as a new last paragraph thereof, the following:

"The foregoing paragraph shall cease to be effective on the effective date of Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement, dated as of February 1, 2023, between the City, for the CFD, and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as fiscal agent, and on such effective date the following shall apply: The Director of Finance shall, on or about August 15, 2024, provide hand bills to the then owners of property in the CFD for Special Taxes in an aggregate amount needed to pay the principal and interest due on the Bonds on September 1, 2024 and any Administrative Expenses unpaid and projected, and directing such owners to pay the Special Taxes directly to the City, with the Special Taxes so levied to be delinquent if not paid by August 30, 2024. Any such Special Taxes so billed shall have the same priority and bear the same proportionate penalties and interest after delinquency as do the ad valorem taxes on real property."

Section 2. Execution in Several Counterparts. This Supplement No. 6 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The delivery of an executed counterpart of this Supplement No. 6 by facsimile or PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

Section 3. Governing Law. This Supplement No. 6 shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Section 4. Incorporation By Reference. The City and the Fiscal Agent agree that the amendment contained in this Supplement No. 6 shall be incorporated by this reference thereto into the Amended FA Agreement, which Amended FA Agreement as so amended shall serve as the sole operative Agreement (as such term is defined in the Amended FA Agreement) in connection with the Bonds.

Section 5. Ratification and Reaffirmation of Amended FA Agreement. Except as hereby expressly amended, the Amended FA Agreement shall remain in full force and effect; and the Amended FA Agreement, as amended hereby, is ratified and confirmed.

Section 6. Interpretation. In the event of any conflict between the provisions of the Amended FA Agreement and the provisions of this Supplement No. 6, the provisions of this Supplement No. 6 shall control.

Section 7. Effective Date. This Supplement No. 6 shall become effective upon the last to occur of (a) the execution and delivery of this Supplement No. 6 by the City, for and on behalf of the CFD, and the Fiscal Agent, and (b) a consent hereto by the sole owner of all of the outstanding Bonds is delivered to the City and the Fiscal Agent. The Fiscal Agent shall be entitled to rely on a certificate of an Authorized Officer to the effect that the preceding two conditions have been satisfied, and with respect to the date on which the final one was achieved (thereby being the effective date of this Supplement No. 6).

Section 8. Replacement Bonds. From and after the effective date of this Supplement No. 6, upon any delivery of any of the Bonds to the Fiscal Agent for any reason, the Fiscal Agent shall provide replacement Bonds in the form of Exhibit A to the Amended FA Agreement, as amended by Section 1 hereof, in exchange for the Bonds so delivered, subject in any event to any applicable provisions of Sections 2.06 and 2.07 of the Amended FA Agreement.

Section 9. Binding Effect. Upon the effectiveness of this Supplement No. 6, as provided in Section 7 above, this Supplement No. 6 shall inure to the benefit of and shall be binding upon the City, the CFD, the Fiscal Agent, the owner of the Bonds and their respective successors and assigns.

IN WITNESS WHEREOF, the City has caused this Supplement No. 6 to be executed in its name, and the Fiscal Agent has caused this Supplement No. 6 to be executed in its name, all as of the date first set forth above.

CITY OF PALMDALE, CALIFORNIA, for and on behalf of the CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 93-1 (RITTER RANCH)

By: _____
Ronda Perez,
Interim City Manager

Attest:

By: _____
Roxanne Faber,
Acting City Clerk

Approved as to form:

By: _____
William P. Curley, III
Special Counsel

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Fiscal Agent*

By: _____
Authorized Officer

PETITION

regarding
City of Palmdale
Community Facilities District No. 93-1
(Ritter Ranch)

To the City Council
City of Palmdale
38300 Sierra Highway
Palmdale, California 93550

Members of the City Council:

1. Landowner Submitting Waiver. This petition is submitted by the entity identified below as the current owner of fee title to the parcels of land identified in Exhibit A hereto (the "Landowner"). By submitting this petition, the undersigned warrants to the City that he or she is authorized by the Landowner to execute this petition.

2. Deferral of Mandatory Sinking Fund Payment. The Landowner acknowledges that the City of Palmdale (the "City") has issued its Special Tax Bonds, Series 1995-A Senior Bonds (the "Bonds"), for and on behalf of the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (the "CFD") to finance various public improvements. The Landowner hereby requests that the City Council of the City amend the Amended and Restated Fiscal Agent Agreement (the "FA Agreement") pursuant to which the Bonds were issued (a) to defer the interest due on the Bonds on the interest payment dates occurring on September 1, 2023 and March 1, 2024, to September 1, 2024, (b) to defer the principal due on the Bonds on September 1, 2023 to September 1, 2024, and (c) to change the due date for hand bills for the Special Taxes needed to pay the September 1, 2024 debt service on the Bonds and CFD administrative expenses to August 30, 2024.

The Landowner understands that the requested modification of the FA Agreement is subject to (a) the approval of a Supplemental Agreement No. 6 to Amended and Restated Fiscal Agent Agreement (the "FA Amendment"), that provides for such amendment to the FA Agreement (a copy of which FA Amendment has been provided to the Landowner) by the City Council, and (b) the execution and delivery of the FA Amendment by the City, for and on behalf of the CFD, and the Fiscal Agent for the Bonds.

This Petition is dated January __, 2023

RDR DEVELOPMENT HOLDINGS, LLC,
a Delaware limited liability company

By: Preston Hollow Capital, LLC,
its sole member

By: _____
Name: _____
Title: _____

EXHIBIT A

LOS ANGELES COUNTY ASSESSORS PARCEL NUMBERS OF LAND OWNED WITHIN THE CFD

3205002028	3206025001
3205002051	3206026003
3205002053	3206026004
3206005008	3206026005
3206006016	3206026006
3206006028	3206026007
3206007001	3206026008
3206008012	3206026009
3206009014	3206027002
3206010011	3206027004
3206016008	3206027005
3206017009	3206027006
3206018014	3206027007
3206020010	3206027008
3206020017	3206027009
3206021002	3206027010
3206021005	3206027012
3206022001	

City Council Staff Report

DATE: **FEBRUARY 1, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **RESOLUTION DECLARING OPPOSITION TO THE MASS IMPORTATION OF THE UNHOUSED FROM ANY JURISDICTION INTO THE CITY OF PALMDALE**

ISSUE

Discussion and possible action declaring Palmdale's opposition to the mass importation of the unhoused from any jurisdiction into the City of Palmdale.

RECOMMENDATION

Staff recommends that the City Council adopt the proposed resolution declaring its opposition.

BACKGROUND

Cities throughout Los Angeles County, following the example set by the City of Los Angeles and the County of Los Angeles, have declared a state of emergency related to homelessness.

Emergency declarations allow government entities to demand that departments identify all city-owned properties that can be used for some form of housing. Specifically, within Palmdale's city limits, the City of Los Angeles owns approximately 17,000 acres of bare land with few if any improvements in and around the Plant 42 installation.

DISCUSSION

There exists little to no infrastructure or services in place to effectively manage and assist in addressing this crisis. The City of Palmdale is opposed to the idea that any jurisdiction could export homelessness problems on Palmdale's working class, family-oriented desert community on an emergency basis, without allowing time for community and cross-agency communications. Rather, time should be taken to collaborate on equitable, community-based solutions to address this humanitarian crisis, locally and regionally.

Procedural History

At the December 21, 2022, the City Council majority concurred that Los Angeles should not export their homeless problem to Palmdale, and declined to adopt a resolution to declare a city state of emergency in Palmdale.

At the January 11, 2023 meeting, the City Council directed staff to return with a revised resolution with specified language. The proposed resolution includes all such language. The resolution also includes the following additional clause, at the request of Mayor Pro Tem Alarcón: "WHEREAS, the City of Palmdale seeks to open the lines of communication between the City of Los Angeles and the City of Palmdale to support one another in our respective efforts in addressing the multi-faceted issues of the unhoused in each of our cities."

FISCAL IMPACT

None.

STRATEGIC PLAN

Prepared by:	Ronda Perez, Interim City Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	William P. Curley, III, Special Counsel

ATTACHMENTS

Resolution CC 2023-004

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE CALIFORNIA DECLARING ITS OPPOSITION TO THE MASS IMPORTATION OF THE UNHOUSED FROM ANY JURISDICTION INTO THE CITY OF PALMDALE

WHEREAS, the Los Angeles Times has reported that there are currently more than 42,000 people who are homeless in the City of Los Angeles;

WHEREAS, other agencies/jurisdictions own approximately 17,000 acres of undeveloped land with few if any improvements in and around Palmdale's Plant 42 installation;

WHEREAS, it is currently unclear as to exactly what actions any jurisdiction would take to attempt to resolve the homeless crisis, and whether, or to what extent their powers might be used to create a homeless "village" in Palmdale or its vicinity;

WHEREAS, the City of Palmdale supports taking well-reasoned and long-term solutions to the ongoing issues relating to housing and homelessness;

WHEREAS, the City of Palmdale opposes short-term solutions which, when not properly planned, can cause multiple negative and unplanned secondary impacts which can cause significant legal issues; and

WHEREAS, the City of Palmdale seeks to open the lines of communication between the City of Los Angeles, the County, and other stakeholders to support one another in our respective efforts in addressing the multi-faceted issues of the unhoused in each of our cities.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Declaration of Opposition. For the above reasons, the City Council declares its opposition to the mass importation of the unhoused from any jurisdiction into the City of Palmdale.

SECTION 2. Certification. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 1st day of February, 2023.

APPROVED AS TO FORM

_____
Laura Bettencourt, Mayor

ATTEST:

_____ _____
William P. Curley, III
Special Counsel

Rochelle Scott
Acting City Clerk

I, Rochelle Scott, Acting 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 1st day of February, 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____
Rochelle Scott, Acting City Clerk

MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
DECEMBER 21, 2022

www.cityofpalmdale.org

4:30 P.M.

1) CALL MEETING TO ORDER

Mayor Pro Tem Loa called the meeting to order at 4:30 p.m.

2) ROLL CALL MAYOR PRO TEM LOA, COUNCILMEMBERS BETTENCOURT, BISHOP

PRESENT: Richard J. Loa, Laura Bettencourt, Austin Bishop.
ABSENT: None.

3) PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

4) PRESENTATION BY CITY ATTORNEY

Interim City Attorney confirmed all items would be heard as listed.

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

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

5) ANNOUNCEMENT BY CITY ATTORNEY

Interim City Attorney Porter announced there was no reportable action.

6) ADJOURNMENT

Mayor Pro Tem Loa adjourned the meeting at 5:10 p.m.

PASSED, APPROVED, and ADOPTED this 1st day of February 2023.

_____

Laura Bettencourt, Mayor

ATTEST:

_____

Rochelle Scott, Acting City Clerk

MINUTES
CITY COUNCIL CLOSED SESSION SPECIAL MEETING
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
DECEMBER 29, 2022

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bettencourt called the meeting to order at 5:05 p.m.

2) ROLL CALL

MAYOR BETTENCOURT, MAYOR PRO TEM ALARCÓN, COUNCILMEMBERS BISHOP, LOA, OHLSEN

PRESENT: Laura Bettencourt, Richard J. Loa, Eric Ohlsen.
ABSENT: Andrea Alarcón, Austin Bishop.

Motion: Excuse the absence of Mayor Pro Tem Alarcón.
Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (3-0)
Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen.
Absent: Andrea Alarcón, Austin Bishop.

3) PUBLIC COMMENTS ON CLOSED SESSION ITEM(S)

There were no public comments.

4) PRESENTATION BY CITY ATTORNEY

Attorney Smith stated the item would be heard as listed.

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

5) ANNOUNCEMENT BY CITY ATTORNEY

Interim City Manager Perez stated that all members that were present were able to participate in the matter and that there was no further reportable action.

6) ADJOURNMENT

Mayor Bettencourt adjourned the meeting at 6:13 p.m.

PASSED, APPROVED, and ADOPTED this 1st day of February, 2023.

_____
Laura Bettencourt, Mayor

ATTEST:

_____
Rochelle Scott, Acting City Clerk

MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
DECEMBER 21, 2022

www.cityofpalmdale.org

5:00 P.M.

1) CALL TO ORDER
Mayor Pro Tem Loa called the meeting to order at 5:11 p.m.

2) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS
Mr. Rivas led the pledge of allegiance.

3) ROLL CALL MAYOR PRO TEM LOA, COUNCILMEMBERS BETTENCOURT, BISHOP
PRESENT: Richard J. Loa, Laura Bettencourt, Austin Bishop.
ABSENT: None.

4) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (3-0)
Yes: Richard J. Loa, Austin Bishop, Laura Bettencourt.

5) RESOLUTION RECITING ELECTION RESULTS:

5.1) Adopt Resolution No. CC 2022-119, a Resolution of the City Council of the City of Palmdale reciting the fact of the General Municipal Election held on November 8, 2022 declaring the result of such other matters as provided by law. (Staff Reference: Acting City Clerk Faber)

Acting City Clerk Faber presented the staff report.

Mayor Pro Tem Loa called for Public Comments.

The following individuals provided public comments:

Marcos Alvarez and Ricardo Ortega congratulated Laura Bettencourt, Andrea Alarcón, and Eric Ohlsen.

Motion: Adopt Resolution No. CC 2022-119
Moved by Austin Bishop, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J. Loa, Austin Bishop, Laura Bettencourt.

6) ADMINISTRATION OF OATH OF OFFICE:

Laura Bettencourt, Councilmember District 3
Eric Ohlsen, Councilmember District 4
Andrea Alarcón, Councilmember District 5

Acting City Clerk Faber administered the oath of office.

Councilmember Alarcón thanked her family and supporters and gave a brief overview of what she hopes to accomplish during her term.

Councilmember Ohlsen thanked his family and supporters and pledged to work as a team.

Mayor Pro Tem Loa recessed the meeting at 5:42 p.m.

7) ROLL CALL MAYOR PRO TEM LOA, COUNCILMEMBERS BETTENCOURT, BISHOP, ALARCÓN, OHLSEN
PRESENT: Richard J. Loa, Austin Bishop, Laura Bettencourt, Andrea Alarcón, Eric Ohlsen.
ABSENT: None.

8) PUBLIC COMMENTS ON LISTED AGENDA ITEM(S) (EXCLUDING THE PUBLIC HEARINGS)

The following individuals provided public input:

Dave Bowman spoke regarding politics in the City of Palmdale.

Carla Abrams, Mario Presents, Rich Gallego, Yule Gevargis, Mark Napolitano, Christine Parkinson, Betsy Haslett, Marsha, and Ruth Sanchez spoke in opposition to the City of Los Angeles moving its unhoused to Palmdale.

9) CONSENT CALENDAR

9.1) Adopt Resolution No. CC 2022-122, a Resolution of the City Council of the City of Palmdale Making Legally Required Findings for Extending Remote Teleconference Participation for Meetings of the City Council and its Related and/or Subordinate Legislative Bodies. (Staff Reference: Interim City Attorney Porter)

Motion: Adopt Resolution No. CC 2022-122.
Moved by Richard J. Loa, seconded by Laura Bettencourt.

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

10) PUBLIC HEARING

10.1) INTRODUCTION AND ADOPTION OF ORDINANCE NO. U-1604, AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY, REVISING MUNICIPAL CODE SECTION 2.08.010 REGARDING THE SELECTION OF THE MAYOR AND MAYOR PRO TEM. ALSO CONSIDER ALTERNATE VERSIONS OF SAID ORDINANCE, SUCH AS A NON-URGENCY ORDINANCE.

Mayor Pro Tem Loa read the title of Ordinance No. U-1604. Interim City Attorney Porter provided a detailed overview of the staff report.

Mayor Pro Tem Loa called for Public Comments.

The following individuals provided public comments:

Marsha Furman commented on the process for rotating mayor.

Kevin Shenkman commented in opposition to the adoption of Ordinance U-1604.

A motion was made and carried unanimously to close the Public Comments.

Discussion ensued regarding the rotation process, the length of the rotation, fairness and equity, and selection of a mayor by lot, and sequential rotation.

There was no motion made to adopt the ordinance. There was no action taken on Ordinance No. U-1604.

11) NEW BUSINESS

11.1) Selection of Mayor. (Staff Reference: Acting City Clerk Scott)
Acting City Clerk Scott announced that names would be drawn by lot in accordance with Ordinance No. 1579. Acting City Clerk Faber presented the bag and marked ping pong balls to Council and the public. Citizen, Marsha Furman was selected to draw from the bag. Laura Bettencourt, District 3, was selected as Mayor.

11.2) Discussion and Possible Action Regarding Mayor Pro Tem Appointment. (Staff Reference: Acting City Clerk Scott)

Motion: Appoint Councilmember Alarcón as Mayor Pro Tem.
Moved by Laura Bettencourt, seconded by Eric Ohlsen.

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

11.3) Discussion and Possible Action to Declare a Local Emergency related to the City of Los Angeles' Proposed Relocation of Homeless to a "Village" in Palmdale. (Staff Reference: Interim City Manager Perez)
Interim City Manager Perez provided a detailed overview of the staff report. Discussion ensued regarding the comments of Karen Bass, the benefits of declaring a statement of emergency, and communications with the Bass team.

Mayor Pro Tem Alarcón recommended that Council adopt a resolution to oppose the shipping of any unhoused into our city and to also include some language in the resolution that we intend to work with the City of Los Angeles to maintain an open line of communication.

Discussion ensued regarding accessing County, State, and Federal funds to help with the unhoused, crafting a letter of intent communicating the city's expectations, modifying the resolution language, affordable housing, and the benefits of declaring a state of emergency.

Motion: Direct staff to bring back a completely revised resolution to the next meeting.
Moved by Andrea Alarcón, seconded by Austin Bishop.

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

12) PUBLIC COMMENTS ON NON-AGENDA ITEMS

The following individuals provided public input:

Mr. Rivas asked for Council support of a Homeless Conference that would be held at the AV College and a hospital in Palmdale on the east side at 40th East and Palmdale Boulevard with a wing for veterans.

Betsy Haslett spoke regarding her experience at the Lancaster Performing Arts Center.

Christine Parkinson commented opposition to Item 14.9.

Interim City Attorney called for a recess from 7:23 p.m. - 7:35 p.m.

Mayor Bettencourt asked the public to address the chair and to stay within the purview of the Council.

Mario Presents spoke regarding the representation of the citizens in District 5.

Jasmine Graham, Ruth Sanchez, Morsa Jimenez commented on the SAVES program.

Edward Granadez requested Council help with removing vehicles from his neighborhood. Mayor Bettencourt directed Mr. Granadez to Captain Shaffer.

Thomas McDow spoke regarding the increasing amount of pop-up eateries. Mayor

Bettencourt directed Mr. McDow to Community Compliance Manager Gallagher.

Marsha Furman commented regarding speaker forms. Mayor Bettencourt stated speaker forms are optional.

Marcos Alvarez shared comments regarding homelessness, illegal dumping, mental illness, and lack of jobs.

Citizens, no name given congratulated Mayor Bettencourt and spoke in support of the new Council.

Citizen, no name given shared comments regarding voting rights and the selection of a Mayor.

Xavier Flores, AV LULAC, spoke regarding the reduction of liquor stores.

Rich Gallego commented regarding the selection process for mayor.

Ron Bellville spoke in support of the new Council.

Josiah congratulated Mayor Bettencourt and spoke on public transit infrastructure, bike lanes and the installation of walk signals. Mayor Bettencourt reported the City is working on improving and extending the bike lanes.

Ricardo Ortega congratulated Mayor Bettencourt and requested feedback on the homeless issues.

Dave Bowman spoke regarding Measure AV funds and the election.

Sky Jung congratulated Mayor Bettencourt, Mayor Pro Tem Alarcón, and Councilmember Ohlsen.

13) PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Rich Gallego and Carla Abrams shared comments in opposition of Item 14.9.

Kevin Shenkman commented in support of district elections and Item 14.9.

Ruth Sanchez spoke in support of the current Council.

Vicky Ventura congratulated the elected and commented in support of Item 14.9.

Juan Blanco spoke in support of Item 14.9 and encouraged the City to continue the support of veterans.

Carol Ross commented regarding the decisions of the City.

Marcos Alvarez commented on the community moving forward.

Mr. Perez and Xavier Flores commented in support of Item 14.9.

Michael Ross spoke in opposition of Item 14.9.

Mayor Bettencourt closed the Public Comments.

14) PRESENTATION BY CITY ATTORNEY

Interim City Attorney Porter announced to avoid a conflict of interest, Mayor Pro Tem Alarcón would be recusing herself from Items 14.2 and 14.3 and after Closed Session items would be reported out if action is taken.

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

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

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

14.4) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Gerald Lynn Dolen and Roberta Dora Dolen v. City of Palmdale et al. Los Angeles County Superior Court Case No. 21AVCV00377
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

14.5) CONFERENCE WITH LEGAL COUNSEL - EXISTING LIITIGATION
Kenya Torres v. City of Palmdale; Los Angeles Superior Court Case # 22STCV37041
Closed session authorized by Gov't Code 54956.9(d)(1)

14.6) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATIONLeona Valley Town Council vs. City of Palmdale, et al.Los Angeles County Superior CourtCase No. 22STCP01932This closed session is being held pursuant to the authority of CaliforniaGovernment Code Section 54956.9(d)(1)

14.7) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Donald Ross D'Angelo v. City of Palmdale, et al. Los Angeles County Superior Court
Case No. 21AVCV00441
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

14.8) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

CV Communities, LLC et al. v. Antelope Valley East Kern Water Agency et al. Los Angeles County Superior Court Case Nos. BC661107 and 20STCV10953
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

14.9) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Interim City Manager
Name: Ronda Perez
This closed session is being held pursuant to the authority of California Government Code Section 54957.

14.10) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Interim City Attorney
Name: Scott E. Porter
This closed session is being held pursuant to the authority of California Government Code Section 54957.

15) ANNOUNCEMENT BY CITY ATTORNEY

Interim City Attorney Scott reported there was no action taken on nine of the ten items. On Item 14.9 Public Employee Performance Evaluation, there was a 5-0 Vote to provide Ronda Perez a positive performance evaluation.

16) ADJOURNMENT

Mayor Bettencourt adjourned the meeting at 11:25 p.m.

PASSED, APPROVED, and ADOPTED this 1st day of February 2023.

_____
Laura Bettencourt, Mayor

ATTEST:

_____
Rochelle Scott, Acting City Clerk

MINUTES
CITY COUNCIL
SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JANUARY 11, 2023

www.cityofpalmdale.org

5:00 P.M.

1) CALL MEETINGS TO ORDER

Mayor Bettencourt called the meeting to order at 5:01 p.m.

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

PRESENT: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric Ohlsen.

ABSENT: None.

3) PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Jason Zink commented on the general plan amendment.

4) PRESENTATION BY CITY ATTORNEY

Interim City Attorney Porter announced Mayor Pro Tem Alarcón would recuse herself from Closed Session Items 4.1 and 4.2 and stated all items would be heard as listed.

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

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

4.3) CONFERENCE WITH LABOR NEGOTIATORS
City designated representatives: Ronda Perez, Interim City Manager
Unrepresented employee: City Attorney

4.4) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Interim City Attorney
Name: Scott E. Porter

4.5) CONFERENCE WITH LABOR NEGOTIATORS
City representative: Scott Porter, Interim City Attorney
Unrepresented employee: Ronda Perez, Interim City Manager
This Closed Session is being held pursuant to the authority of California Government Code Section 54957.6

4.6) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

This closed session is being held pursuant to the authority of California Government Code Section 54957.

5) ANNOUNCEMENT BY CITY ATTORNEY

Interim City Attorney Porter announced there was no reportable action taken.

6) ADJOURN CLOSED SESSION MEETING

Mayor Bettencourt adjourned the meeting at 7:29 p.m.

7:00 P.M.

Mayor Bettencourt called the meeting to order at 7:30 p.m.

7) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

8) PRESENTATION

8.1) Presentation to Mayor and Council of the Distinguished Budget Presentation Award received from the Government Finance Officers Association (GFOA).

Director of Finance Samson presented the Distinguished Budget award to Council, and stated it was the 33rd consecutive year the City of Palmdale has received the award.

9) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Richard J. Loa, seconded by Andrea Alarcón.

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

10) PUBLIC COMMENTS ON LISTED AGENDA ITEMS (EXCLUDING PUBLIC HEARINGS)

The following individuals provided public comments:

Jason Zink congratulated the 2022 elected officials, commented on several items (11.7, 11.9, 11.10), and suggested a Park Citizen Committee.

Mario Presents spoke regarding the Brown Act and opposed the roundabout.

Laurel Forrest commented on Items 11.10 and 11.13.

Rich Gallego spoked in favor of Item 11.13.

11) CONSENT CALENDAR

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

11.2) Adopt Resolution No. CC 2023-006, a Resolution of the City Council of the City of Palmdale stating the City's Investment Policy and Repealing Resolution No. CC 2022-008. (Staff Reference: Director of Finance Samson)

11.3) Adopt Resolution No.CC 2023-007, a Resolution of the City Council of the City of Palmdale stating the Investment Policy for City contributions to the Retiree Health Reimbursement Arrangement (HRA) plan and the Retiree Health Premium Supplement (HPS) plan and repealing Resolution No.CC 2022-009. (Staff Reference: Director of Finance Samson)

11.4) Adopt Resolution No. SA 2023-001, a Resolution of the Successor Agency of the Community Redevelopment Agency of the City of Palmdale approving the Recognized Obligation Payment Schedule (ROPS 23-24) for the period of July 1, 2023 through June 30,2024. (Staff Reference: Director of Finance Samson)

11.5) Adopt Resolution No. SA 2023-002, a Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale approving the Administrative Budget for the period of July 1, 2023 through June 30, 2024 (Administrative Budget 23-24). (Staff Reference: Director of Finance Samson)

11.6) Adopt Resolution CC 2023-002, a Resolution of the City Council of the City of Palmdale approving funding with the State of California Department of Veterans Affairs (Cal Vet) for AB-179 funding of $2,700,000 to the City of Palmdale Neighborhoods Services for the Homes 4 Families Housing Construction in a Veteran Enriched Neighborhood. (Staff Reference: Interim Assistant City Manager Miller - Presented by Housing Manager Reyes)

Councilmember Ohlsen pulled this item for discussion. Housing Manager Reyes presented the staff report. Councilmember Ohlsen thanked Assemblymen Lackey for securing the 2.7 million dollars.

Motion: Adopt Resolution CC 2023-002.
Moved by Eric Ohlsen, seconded by Andrea Alarcón.

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

11.7) Adopt Resolution No. CC 2023-001, a Resolution of the City Council of the City of Palmdale authorizing the grant application, acceptance, and execution of the grant funds from the State of California Budget Act of 2021 (SB 129). (Staff Reference: Director of Public Works Glidden)

Councilmember Bishop pulled this item for discussion. Director of Public Works Glidden provided a brief overview of this item and stated grant funds will be used for elevator repair, modernization, HVAC and carpet replacement.

Motion: Adopt Resolution No. CC 2023-001.
Moved by Austin Bishop, seconded by Richard J. Loa.

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

11.8) Approve Final Tract Map No. 82636-02 (located at the northwest corner of Rancho Vista Blvd and 15th Street West). (Staff Reference: Director of Public Works Glidden)

11.9) Approve consultant agreement with KUTA for professional design services on PN 839, McAdam Park Renovation, in the amount of $473,995. (Staff Reference: Director of Public Works Glidden)

11.10) Award construction agreement with Dash Construction Company, Inc. for PN 831, 47th St. East & Palmdale Blvd. Roundabout Landscaping Project, at the intersection of 47th St. East and Palmdale Blvd., in the amount of $204,604.45 and determine this project to be exempt from CEQA. (Staff Reference: Director of Public Works Glidden)

Councilmember Loa pulled this item for discussion. Director of Public Works Glidden presented the staff report. Discussion ensued regarding funding, safety measures, enlarging the roundabout, design process, cost of the project, beautification, and engaging local contractors.

Motion: Award construction agreement with Dash Construction Company, Inc. for PN 831, 47th St. East & Palmdale Blvd. Roundabout Landscaping Project.
Moved by Austin Bishop, seconded by Eric Ohlsen.

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

11.11) Approve funding agreement with Caltrans to provide California Public Utilities Commission (CPUC) funds for preliminary engineering on Project STPLR-130L(297), Avenue R & Sierra Highway Railroad Safety Project, in the amount of $550,000. (Staff Reference: Director of Public Works Glidden)

11.12) Adopt Resolution No. CC 2023-003, a Resolution of the City Council of the City of Palmdale authorizing the budget transfer of $250,000 from Emergency Reserves, for fire and water clean up and asbestos testing of the Chimbole Cultural Center and approve Purchase Order No. 20230423 with ServPro, DBA to GLW Enterprises Inc., in the amount not to exceed $220,000. (Staff Reference: Director of Public Works Glidden)

Councilmember Bishop pulled this item, recused himself and stepped away from the dais.

Motion: Adopt Resolution No. CC 2023-003.
Moved by Richard J. Loa, seconded by Andrea Alarcón.

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

Councilmember Bishop returned to the dais at this time.

11.13) Adopt Resolution No.CC 2023-004, a Resolution of the City Council of the City of Palmdale Declaring Opposition to the City of Los Angeles Using Emergency Powers to Create a Homeless "Village" in the Palmdale Area. (Staff Reference: Interim City Manager Perez)

Councilmember Bishop pulled this item for discussion. Interim City Manager Perez provided a brief overview of this item. Council discussion ensued regarding the authority of a resolution, the unhoused, and amending language.

Motion: Direct staff to incorporate the suggested changes by Council and bring back to a future meeting.
Moved by Andrea Alarcón, seconded by Eric Ohlsen.

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

11.14) Approve the minutes from the previous meetings. (Staff Reference: Acting City Clerk Scott)

CC - November 16, 2022
CC - December 1, 2022
CC/SA - December 7, 2022
CC - December 13, 2022

Motion: Approve all items listed on the Consent Calendar with the exception of items 11.6, 11.7, 11.10, 11.12 and 11.13.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

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

12) APPOINTMENT(S)

12.1) Approve Reappointment of Public Member to the Palmdale Recycled Water Authority. (Staff Reference: Acting City Clerk Faber)

Motion: Approve Reappointment of Public Member to the Palmdale Recycled Water Authority.
Moved by Laura Bettencourt, seconded by Andrea Alarcón.

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

122) Discussion And Possible Action Regarding City Council Standing Committee Appointments. (Staff Reference: Acting City Clerk Faber)

Acting City Clerk Scott announced there were corrections on page 6 and 7 of the staff report relating to the North Los Angeles County Transportation Coalition and SCAG Regional Assembly appointments.

ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT
Delegate: Mayor Pro Tem Alarcón
Delegate: Councilmember Bishop
Alternate: Mayor Bettencourt

ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
Public Member Delegate: Vacant

ANTELOPE VALLEY TRANSIT AUTHORITY
Delegate: Councilmember Loa
Delegate: Councilmember Ohlsen
Alternate: Mayor Bettencourt
Alternate: Citizen Kathryn Mac Laren (Appointed by a majority vote of the Council pursuant to PMC §2.08.030 pursuant to PMC §2.08.030)

CALIFORNIA CONTRACT CITIES ASSOCIATION (CCCA)
Delegate: Mayor Pro Tem Alarcón
Alternate: Councilmember Ohlsen

CITY OF PALMDALE AUDIT COMMITTEE
Delegate: Mayor Bettencourt
Delegate: Councilmember Bishop
Alternate: Councilmember Loa
Public Member: Christine Geary (Appointed by a majority vote of the Council pursuant to PMC §2.08.030 - Term expires July 2023)

CITY OF PALMDALE INVESTMENT OVERSIGHT COMMITTEE
Member: Mayor Bettencourt (Must be Mayor pursuant to City's Investment Policy)
Member: Councilmember Ohlsen (Rotating Councilmember pursuant to City's Investment Policy)

EIFD PUBLIC FINANCE COMMITTEE
Authority Member: Councilmember Bishop
Authority Member: Councilmember Loa
Authority Public Member: Vacant

HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY
Director: Councilmember Ohlsen
Alternate: Councilmember Loa

LEAGUE OF CALIFORNIA CITIES – Desert Mountain Division Delegate:
Mayor Pro Tem Alarcón
Alternate: Councilmember Bishop

2nd Alternate: Councilmember Loa

LOS ANGELES COUNTY SANITATION DISTRICT
Delegate for Districts No. 14 and No. 20: Mayor Bettencourt (Must be the Mayor pursuant to H&S Code §4730)
2nd Delegate for District No. 20: Councilmember Loa
Alternate Delegate for District No. 14 & 20 Mayor Pro Tem Alarcón

NORTH LOS ANGELES COUNTY TRANSPORTATION COALITION
Delegate: Councilmember Bishop
Alternate: Councilmember Ohlsen
Business Representative: Mayor Pro Tem Alarcón
Representative at Large: Councilmember Loa

PALMDALE RECYCLED WATER AUTHORITY (PRWA)
Director: Mayor Pro Tem Alarcón
Director: Councilmember Bishop
Alternate: Mayor Bettencourt
Public Member: Zakeya Anson – (Per JPA, appointed by the City and Palmdale Water District jointly and ratified by the PRWA Board

UNITED STATES/MEXICO SISTER CITIES ASSOCIATION
Delegate: Mayor Pro Tem Alarcón
Delegate: Councilmember Loa
Alternate: Mayor Bettencourt
Alternate: Councilmember Bishop
Alternate: Councilmember Ohlsen

CALIFORNIA STATE PRISON LOS ANGELES COUNTY, CITIZENS ADVISORY COMMITTEE
Delegate: Mayor Bettencourt
Alternate: Councilmember Loa

Motion: Approve City Council Standing Committee Appointments.
Moved by Eric Ohlsen, seconded by Andrea Alarcón.

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

13) PUBLIC HEARING

13.1) Public Hearing to obtain Resident input on community needs for the 2023-2024 Action Plan. (Staff Reference: Interim Assistant City Manager Miller - Presented by Housing Manager Reyes.)

Housing Manager Reyes provided a detailed overview of the staff report.

Discussion ensued regarding limitations in funding, projects funded, and amount received for funding.

Mayor Bettencourt called for Public Hearing.

Jason Zink commented on the needs of the community.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Approve the recommendations as listed in the staff report.
Moved by Richard J. Loa, seconded by Andrea Alarcón.

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

13.2) INTRODUCTION AND ADOPTION OF ORDINANCE NO. 1601, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADDING CHAPTER 8.06 REGARDING RECYCLING AND DIVERSION OF CONSTRUCTION AND DEMOLITION (C&D) WASTE, AND SETTING THE INITIAL C&D ORDINANCE PERMIT FEE AMOUNT. (STAFF REFERENCE: DIRECTOR OF PUBLIC WORKS GLIDDEN)

Mayor Bettencourt read the title of Ordinance No. 1601.

Innovation and Environmental Manager Lucha provided a detailed overview of the staff report. Discussion ensued regarding state requirements and illegal dumping.

Mayor Bettencourt called for Public Hearing.

Jason Zink opposed the State requirements.

A motion was made and carried to close the Public Hearing with Mayor Pro Tem Alarcón absent from the dais.

Mayor Pro Tem Alarcón returned to the dais.

Discussion ensued regarding demolition waste, non-compliance penalties, impacts for developers, wild cameras, working with the County task force, use of the lighting loader truck, waste management hours, and community clean-ups.

Motion: Introduce and Adopt Ordinance No. 1601.
Moved by Laura Bettencourt, seconded by Andrea Alarcón.

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

13.3) INTRODUCTION AND ADOPTION OF ORDINANCE NO. 1605, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE UPDATING, CONSOLIDATING, AND STREAMLINING SELECTED PROVISIONS OF THE PALMDALE MUNICIPAL CODE TO COMPLY WITH RECENT STATE AND FEDERAL LAW ENACTMENTS AND DECISIONS AND PROVIDE FOR MORE EFFICIENT ENFORCEMENT OF CODE VIOLATIONS (AMENDING PMC SECTIONS 1.12.040, 1.20.010(A), 1.20.040(B), 1.20.100(B), 1.20.170, 5.04.190(B)(1), 5.04.200(A)(1), 5.04.200(B)(1), 5.04.240(A), 5.04.250(E), 5.04.300(B), 5.04.310(A), 5.04.310(B), 5.04.360(B), 5.04.400(L)(2)(b), 5.04.400(M)(2)(b), 5.04.460, 5.04.660(H)(4)(d), 5.04.660(I)(2), 5.05.080, 5.44.090(C)(2), 8.04.200, 8.04.530, 8.04.820, 8.04.920, 8.20.090(B), 8.24.260(A), 9.30.070(A), 9.30.090, 9.30.100, 9.46.010, 9.46.020, 9.46.030, 12.04.020, 12.04.100(G), 12.08.030, 13.11.140; ADDING PMC SECTIONS 2.08.090, 9.30.110; REPEALING AND DELETING PMC CHAPTERS 8.10, 8.36; ADDING PMC CHAPTERS 8.36, 12.28)

Community Compliance Manager Gallagher read the title of Ordinance No. 1605.

Valerie Escalante Troesh of Silver and Wright provided a detailed overview of this item.

Discussion ensued regarding illegally posted real estate signs and lease signs, graffiti, and property liens.

Mayor Bettencourt opened the Public Hearing.

Jason Zink commented regarding illegal lease signs, panhandling, and spring cleaning.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Introduce and adopt Ordinance No. 1605.
Moved by Andrea Alarcón, seconded by Richard J. Loa.

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

13.4) INTRODUCTION AND ADOPTION OF ORDINANCE NO. 1607, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING PALMDALE MUNICIPAL CODE SECTION 1.06.040, REMOVING THE REQUIREMENTS FOR A NOTICED PUBLIC HEARING FOR THE ADOPTION OF ORDINANCES, AND SECTION 2.08.040 CHANGING THE REGULAR MEETING DATES OF THE CITY COUNCIL TO THE FIRST AND THIRD THURSDAYS OF THE MONTHAT 5:00 P.M.

Interim City Manager Perez read the title of Ordinance No. 1607 and provided a detailed overview of this item. Interim City Attorney Porter stated there were two components of the ordinance, the meeting day and time and the noticing requirements of ordinances.

Mayor Bettencourt opened the Public Hearing.

The following individuals provided public input:

Commissioner Jung, Human Rights Advisory Committee, stated their meetings are held on the first Thursday.

Laurel Forrest commented regarding providing redlined document changes for the public.

Rich Gallego spoke regarding informing the public.

Jason Zink commented regarding meeting times and noticing.

Brandi Meyer opposed the meeting change.

A motion was made and carried unanimously to close Public Hearing.

Discussion ensued regarding public participation, noticing requirements, and meeting day and time.

There was Council consensus to leave the meeting day and time as is.

Motion: Introduce and adopt Ordinance No. 1607 with amendments, revising PMC section 1.06.040 removing the requirements for a noticed public hearing for the adoption of ordinances. Time and day of the regular meetings to remain the same (1st Wednesday at 7pm).
Moved by Andrea Alarcón, seconded by Richard J. Loa.

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

Council directed staff to draft language for a new survey.

14) PUBLIC COMMENTS ON NON-AGENDA ITEMS

The following individuals provided public input:

Dr. Derrick Spiva spoke regarding County grants and the use of the Palmdale media building for the entertainment industry.

Mario Presents commented on Brown Act rights and District 5 representation.

Victor Garate spoke regarding electing a mayor to represent the whole City.

A motion was made and carried unanimously to continue the meeting past 10:30 p.m.

Marcos Alvarez commented on illegal dumping solutions.

Jason Zink spoke regarding City monuments, parks, jobs, and projects.

Rich Gallego spoke regarding oversight of city government and election matters.

A motion was made and carried unanimously to close the Public Comments.

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

15.1) COMMITTEE MEMBERSHIPS.

ANTELOPE VALLEY TRANSIT AUTHORITY - Councilmember Loa reported passenger pass ups were discussed at the AVTA meeting.

LOS ANGELES COUNTY SANITATION DISTRICT - Councilmember Loa stated he attended the meeting.

15.2) MEETINGS ATTENDED AT PUBLIC EXPENSE

16) CITY COUNCIL REQUESTS FOR NEW AGENDA ITEMS

Mayor Pro Tem Alarcón requested a report on Senate Bill 1100.

Councilmember Bishop requested a future discussion on animal control.

Councilmember Ohlsen requested an in-depth discussion on graffiti.

17) CITY MANAGER'S REPORT

Interim City Manager Perez provided an update to Council on graffiti removal efforts.

- Two (2) graffiti trucks have been purchased
- Additional staff has been added at parks and around the City to help with graffiti abatement efforts
- The "Say It, Don't Spray It Campaign" has been launched
- The City will be wrapping utility boxes with public art
- The City will launch a community campaign

Councilmember Ohlsen requested reports to Council from the Graffiti Detective and suggested a Criminal Justice Committee.

Mayor Bettencourt announced to the public that graffiti can be reported anonymously through Crime Stoppers, or We Tip.

Mayor Pro Tem Alarcón acknowledged Martin Luther King Jr. Day and announced the Justice Sunday event would be held on January 15th at 4pm and January 20th at 6 p.m. at the Palmdale Playhouse.

18) Adjournment

Mayor Bettencourt adjourned the meeting at 11:00 p.m., in memory of Joe Davies 100th Birthday, Riverside Deputy Isaiah Cordero who was killed in the line of duty, and Catherine Marie Schwenk DeLuna, to January 18, 2023 at 7:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 1st day of February 2023.

_____
Laura Bettencourt, Mayor

ATTEST:

_____
Rochelle Scott, Acting City Clerk

City Council Staff Report

DATE: **FEBRUARY 1, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OFFICE OF THE CITY MANAGER**
CITY CLERK DIVISION

DISTRICT **ALL**

SUBJECT: **DISCUSSION AND POSSIBLE ACTION REGARDING CITY COUNCIL APPOINTMENT(S) TO THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS GENERAL ASSEMBLY**

ISSUE

Discussion and possible action regarding City Council Committee Appointment(s) to the Southern California Association of Governments General Assembly.

RECOMMENDATION

Provide direction.

BACKGROUND

Each member city in the SCAG region has the option to appoint one voting delegate and one alternate to the SCAG General Assembly to represent their agency. The SCAG General Assembly approves the bylaws and ratifies election of officers. Staff has confirmed with SCAG that the General Assembly delegate and the alternate appointment(s) is separate from the SCAG Regional Assembly.

DISCUSSION

This item is brought forth to determine if the City Council desires to appoint a delegate and one alternate to the SCAG General Assembly. SCAG's 58th Annual Regional Conference and General Assembly Business Meeting will be held Thursday, May 4 – Friday, May 5, 2023 at the JW Marriott Desert Springs Resort & Spa, 74-885 County Club Drive, Palm Desert, CA 92260.

FISCAL IMPACT

There is no fiscal impact associated with this item.

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) GENERAL ASSEMBLY

The SCAG General Assembly approves the bylaws and ratifies election of officers. The General Assembly Delegate Representative has the opportunity to propose any policy matter for determination by the General Assembly in the form of a proposed Resolution or revisions to the SCAG Bylaws. All proposed Resolution and/or Bylaw revisions will be reviewed by the Bylaws and Resolutions Committee, and thereafter the Regional Council, before being considered at the 2023 General Assembly Business meeting.

Delegate: Vacant
Alternate: Vacant

STRATEGIC PLAN

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

D. Strengthen regional, state, and national partnerships to enhance our legislative presence.

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

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

Prepared by:	Rochelle Scott, Acting City Clerk
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	William P. Curley, III, Special Counsel

City Council Staff Report

DATE: **FEBRUARY 1, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PARKS AND RECREATION**

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH BERRY DUNN MCNEIL & PARKER, LLC, FOR CONSULTING SERVICES FOR THE DEVELOPMENT OF A PARKS AND RECREATION MASTER PLAN.**

ISSUE

Approve Agreement with Berry Dunn McNeil & Parker, LLC, for consulting services for the development of a Parks and Recreation Master Plan.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8182, with Berry Dunn McNeil & Parker, LLC, for the development of a Parks and Recreation Master Plan; and
2. Authorize the City Manager or her designee to execute the Agreement with Berry Dunn McNeil & Parker, LLC, including minimal and/or non-substantive changes.

BACKGROUND

The City of Palmdale currently does not have a Parks and Recreation Master Plan, which is needed to further assess and implement a plan to guide decision-making for the development and management of parks, recreation facilities and services. Park Master Plans are common planning tools in many municipalities, and as part of the City's General Plan update, the Parks, Recreation and Open Space element lists development of a parks and recreation plan as a top priority. The General Plan states that a Parks and Recreation Master Plan is needed to address park conditions and needs, recreation programming, facilities, and funding opportunities. Additionally, the Plan will evaluate adopted park standards, including designations for type of parks and guidelines for the facilities to be developed in future parks.

On May 25, 2022, the Measure AV Oversight Committee was presented the budget for the development of a Parks and Recreation Master Plan and was unanimously approved and adopted by the City Council on June 29, 2022, for Fiscal Year 2022/2023.

DISCUSSION

The RFP for the Parks and Recreation Master Plan was released on June 28, 2022, with a closing date of August 10, 2022. The RFP was viewed by 67 vendors, and based off commodity codes, was sent to 1,004 vendors. The scope of work for this Parks and Recreation Master Plan includes the professional services necessary to develop a standard and strategized plan for the Parks and Recreation Master Plan. Scope of work is as outlined below:

Community Engagement:

- To identify, describe, and implement a comprehensive strategy and methodology for community involvement.
- To engage community members through a minimum of eight facilitated workshops, the execution of a statistically valid survey, and partner and City Council presentations.
- To provide written records and summaries of results for public retention.

Resource and Data Collection

- Conduct statistically valid survey to provide random samples from community.
- Conduct analysis and assessment of parks, green spaces, programs, recreation centers, and services.
- Conduct analysis and assessment of department current level of programs, events, services, and maintenance to relate to current and future goals and objectives.
- Compile inventory and assessment of existing spaces.

Project Timeline

- Proposed project schedule with milestones and objectives; to include engagement meeting timeframes.

Deliverables and Strategy

- Plan to include written goals, objectives, policy statements, a financial and action plan to articulate a roadmap and made for department's future.
- Develop an action plan to include strategies, priorities and an analyst of budget support and funding mechanisms for all terms, in all spaces.
- Develop a strategy to implement goals and policies from the City's General Plan.
- Prioritize recommendations for needs.
- Identify areas of service shortfalls and projected impact of future trends.
- Prepare maintenance management plan and identify performance measurements.
- Review and discuss existing funding mechanisms and cost recovery practices.
- Prepare Park development standards and incorporate City of Palmdale preferred design specifications.

The City received two (2) statements of qualifications and proposal packages and reviewed each through an evaluation committee. Selection of qualified Consultants was based upon the following scoring methodology.

EVALUATION COMMITTEE SCORING METHODOLOGY	
CATEGORY	**MAXIMUM VALUE**
Past Performance/Experience	25
Ability to Perform the Services	25
Cost Proposal	25
Technical Approach	25
TOTAL EARNED VALUE	0-100

Consultants were required to demonstrate experience in providing similar services to public agencies and validate their approach and management of the project. The following firms submitted statements of qualifications and proposal packages.

BID SUBMITTAL SUMMARY	
NAME OF PROPOSING FIRM	**LOCATION**
1. Berry Dunn McNeil & Parker, LLC, LLC	Portland, ME
2. KTU&A	San Diego, CA

Based on the submitted timeline, cost estimate, and overall score, the evaluation committee determined that Berry Dunn McNeil & Parker, LLC, was the most qualified consultant to perform the requested services based on their overall score.

FISCAL IMPACT

The Parks and Recreation Master Plan will be funded through Measure AV Funds, which have already been allocated to Account No. P0110157-724525 in the amount of $254,990. The fiscal impact and remaining account balance can be seen in the following table:

PARKS AND RECREATION MASTER PLAN PROJECT FUNDING		
SCOPE OF WORK		**COST**
Phase 1: Initial Project Planning		$41,480
Phase 2: Community Engagement		$65,440
Phase 3: Analysis		$60,970
Phase 4: Visioning		$20,540
Phase 5: Draft & Final Plan		$34,540
Phase 6: Implementation		$17,030
Total Cost		**$240,000**
Account Number	**Starting Balance**	**Remaining Balance**
P0110157-724525	$254,990	$14,990

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

Agreement No. A-8182

AGREEMENT NO. A-8182
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND BERRY DUNN MCNEIL & PARKER, LLC

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into this 1 day of February, 2023 by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and BERRY DUNN MCNEIL & PARKER, LLC (hereinafter called "CONSULTANT").

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:

SEE EXHIBIT A

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:

BERRY DUNN PRIME FIRM: Tom Diehl, Pat O'Toole, Jason Genck, Jeff Milkes, Abdi Abdulkadir, Hibah Salah, Chad Snow. KIMLEY HORN: Antthony Pratt, Lars Erickson, Jeff Kratzke, Leslie Morton. RRC: Kailyn Haskovec

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 Fourteen (14) months, commencing on February 1, 2023.

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' wages and benefits and subcontractor's invoices and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of Two-Hundred and Forty Thousand dollars ($240000.00), payable as follows:

Phase I: Initial Project Planning $41,480
Phase II: Engagement (including a statistically valid survey) $65,440
Phase II: Analysis $60,970

Phase IV: Visioning $20,540
Phase V: Draft and Final Plan $34,540
Phase VI: Implementation $17,030

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, including for physical injury or property damage, 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.

For claims based on negligence in design professional services only, as the same is defined in California Civil Code Section 2782.8, CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CITY against damages, liabilities, and costs arising from the negligent acts of the CONSULTANT in the performance of professional services under this Agreement, to the extent that CONSULTANT is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between the CONSULTANT and CIITYCITY. The CONSULTANT shall not be obligated to indemnify the CITY for the CITY'S own negligence.

11 INSURANCE

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

11.1.1 Workers' Compensation and Employer's Liability

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

11.1.2 Professional Liability (Errors & Omissions) Insurance*

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

11.1.3 Commercial General Liability

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

11.1.4 Commercial Automobile Liability

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

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

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

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

B. "Severability of Interest" clause.

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

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

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

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

11.8 Acceptable Proof of Insurance:

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

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

11.8.3 *When professional (E&O) liability coverage is provided on a "claims made basis", CONSULTANT will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

11.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONSULTANT fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

11.10 CONTRACTOR 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 CONTRACTOR shall be subject to all other insurance requirements that are stated herein.

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

12 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:

SIGNATURE AREA

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
827 East Avenue Q-9
Palmdale, CA 93550

APPROVE AS TO FORM:

SIGNATURE AREA

Scott E. Porter
Interim City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
Acting City Clerk

BERRY DUNN MCNEIL & PARKER, LLC:

SIGNATURE AREA

Chad Snow
Principal

ADDRESS FOR NOTICE:
BERRY DUNN MCNEIL & PARKER, LLC
2211 Congress Street
Portland, ME 04102

ATTEST: If Corporation

SIGNATURE AREA

Secretary

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

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

EXHIBIT A

SCOPE OF SERVICES

The following steps may not occur in the order in which they appear. Some steps may be concurrent, and all are interrelated. Additional steps may be negotiated prior to finalizing the contract agreement.

PHASE 1: INITIAL PROJECT PLANNING (1 MONTH)

DELIVERABLES: PROJECT WORK PLAN AND SCHEDULE; MARKET PROFILE

- **Initial Planning Call**
  - Initial project planning and discover session to identify stakeholder groups, project team members, expectations, and roles and responsibilities.
  - To discuss proposed project schedule, project work plan, and project milestones.
- **Work Plan and Schedule Development**
  - Project Work Plan to incorporate agreed-upon procedures between BerryDunn and the City related to project control.
- **Thorough Data Review**
  - Consultant to submit an information request to key stakeholders.
  - Integration with existing City Plans, such as the General Plan, and integrate information from other recent and current planning work.
- **Kickoff Meeting**
  - Consultant to conduct an on-site project kickoff presentation with project team.
  - To discuss goals, presentation of project approach and methodology, review the final schedule of key project dates, and answer questions.
  - On-site tour of areas of the system and relevant parks, recreation, trails, and open space sites and/or resources.
- **Population Projections**
  - Consultant to conduct a market profile of the City of Palmdale and surrounding area.

PHASE 2: COMMUNITY & STAKEHOLDER ENGAGEMENT WITH SURVEY (4 MONTHS)

DELIVERABLES: COMPREHENSIVE ENGAGEMENT STRATEGY & SCHEDULE; PROJECT WEBSITE; STATISTICALLY VALID SURVEY & RESULTS; ENGAGEMENT FINDINGS

- **Project Brand Development**
  - Consultant to work with City to develop message and brand that is recognizable for community members and resonates with different groups and demographics.
- **Detailed Engagement Strategy**
  - Consultant to provide hybrid approach for engagement strategy that will include an interactive, virtual project site, in-person events, and utilize multiple channels of engagement.
  - Consultant will discuss both virtual and in-person options, identify and describe methods of community involvements, identify key stakeholders, create a schedule for public input events and surveys, develop a schedule for the promotion and coordination of stakeholder input events, and identify specific stakeholder interview and focus group questions.
- **Internal Leader and Staff Activities**
  - Consultant to implement internal engagement with the city that include interviews and focus groups with leadership, management, and staff to conduct fact-finding activities, focusing on recreation programs, services, and facility operations.

- Plan at least two meetings with Parks and Recreation Department Leadership, Administrative Team Members, Department Full Time and Key Part Time Staff, and other City staff as needed.

- **Stakeholder Meetings**
  - Hold four key stakeholder meetings with identified community leaders.
- **Develop Project Website and Engagement**
  - Work with City staff to create a project Social Pinpoint site to keep the community informed and always community input.
  - Utilize Social Pinpoint's survey, mapping, forums, and ideas wall.
  - Consultant to maintain the project website throughout the planning process and any required promotion.
- **Public Input Sessions**
  - Consultant to facilitate one virtual and two in-person public focus groups to collect input from key community stakeholders.
  - Consultant to reach out to representatives of identified under-represented population groups and engage in the assessment and recommendations development process.
  - Consultant to facilitate four focus groups of identified groups and stakeholders.
- **Event/Informational Booths**
  - Consultant to host two pop-up events for community members to visit and interact.
  - Assess and collaborate the successful activities and elements that are best suited for the residents of Palmdale.
  - Consultant to work with the city to organize events that are kid-friendly, physically accessible for those with hearing, vision, or mobility challenges, and scheduled at a variety of times to widen attendance.
  - Provide Spanish language option on project site, using tools and resources.
- **Statistically Valid Survey**
  - Create four pages in length, geographically diverse statistically valid survey, using RRC Associates (RRC) that will be mailed and can either be completed online or completing the mailed survey hardcopy.
  - Statically valid survey to be drafted based on public involvement, staff, community leaders, and steering committee input.
  - Consultant to collaborate with city staff on assisting in marketing efforts and the creation of public awareness through multiple platforms.

PHASE 3: ANALYSIS

DELIVERABLES: FACILITY ANALYSIS; DIGITAL INVENTORY & ANALYSIS; BENCHMARK & COMPARISION FINDINGS; RECREATION PROGRAMS & SERVICES ASSESSMENT RESULTS; OPERATIONS & MAINTENANCE ASSESSMENT FINDINGS; FINANCIAL & FUNDING ANALYSIS RESULTS; COST RECOVERY & RESOURCE ALLOCATION FINDINGS; ALTERNATIVE FUNDING & PARTNERSHIP FINDINGS

- **Facility Inventory and Resource Mapping**
  - GIS/CAD materials will be utilized to compile an updated assessment of each of the City's Parks and Recreation spaces.
  - City to provide inventory and assessment completed by city staff and Los Angeles County Regional Park and Open Space District.

- Consultant to complete an inventory of existing parks, recreation facilities, open spaces, and trails including research, mapping, and personal condition assessment of each park, facility, and open space owned and managed by the City.
- Sites to be evaluated regarding functional use, current conditions, capacity, and quality.
- Analysis to be used to create relevant community-specific standards that align with Comprehensive General Plan Goals.
- All analysis of facilities and parks to be incorporated into a dynamic digital database that becomes property of the City upon completion of the project.

- **Program Inventory and Analysis**
  - Consultant to provide a working MS Excel template for analysis of recreation services and programs.
  - Consultant to provide a summary analysis of program supply within the city.
- **Similar Provider Review**
  - Consultant to compile relevant benchmarking and comparison data of commonly accepted key metric items of important to the city to compare the Palmdale. communities' facilities and tracked allocated resources with communities of similar size and demographics to other agencies.
  - Consultant to review relevant cultural, social, economic, demographic, and environmental trends using available data and statistical information.
  - Consultant to use NRPA Park Metrics and other benchmarking data sets for findings and comparisons.
- **Recreation Programs and Services Assessment**
  - Program Inventory and Analysis development of existing programs and compare inventory to survey results.
  - Analysis process to include interactive workshop with Palmdale Parks and Recreation staff to review issues, challenges, strengths and weaknesses of programs and services.
  - Emerging Trends Analysis to consider demographic shifts and impacts on future parks, recreation, open space, and trails provisions and to identify interest and participation. Process to include strategic analysis of local, state, and national best practices, and latest parks and recreation industry trends.
- **Operations and Maintenance Assessment**
  - Program Inventory and Analysis to provide assessment of operations staffing and workflow focuses.
  - Consultant to assess the city's parks and recreation maintenance capacity, synergies, efficiencies, growth areas, and other characteristics that can be enhanced or improved.
  - The plan will identify routine and preventative maintenance schedules, asset lifecycle management and performance measurements.
  - Consultant to assess current equipment and projected future equipment needs and plan. Maintenance system to also be reviewed and results plan will help guide future service levels and inform future fiscal needs.
- **Park Development Standards**
  - The Consultant shall prepare Park development standards using current park and facility design standards and incorporating City of Palmdale preferred design specifications.
  - Park development standards shall apply to parks and recreation facilities designed by the City and development agreements resulting in parks and facilities constructed privately and ultimately maintained by the City.

- **Financial and Funding Analysis**
  - Present and Projected Fiscal Resources
    - Consultant to conduct an overview analysis of existing funding.
    - Consultant to review impact fee plan and make recommendations.
  - **Cost Recovery and Resource Allocation**
    - Consultant to utilize the cost recovery methodology to evaluate the financial sustainability of the City's parks, recreation, open space, and trails system from both operational and capital funding aspects.
  - **Alternative Funding and Partnerships**
    - Consultant to identify key partners in the area through the planning process and provide management recommendations to enhance potential funding areas.

PHASE 4: VISIONING (4 MONTHS)

DELIVERABLES: KEY ISSUES ANALYSIS MATRIX; ACTION PLAN DEVELOPMENT AND PRIORITIZAION**;** CAPITAL IMPROVEMENT PLAN

- **Finding Compilation, Validation, and Visioning**
  - Consultant to meet with staff to review the findings and preliminary recommendations.
  - Consultant to compile initial findings from inventory, demographics, and needs assessment.
  - Consultant will provide summary findings presentation for staff, decision makers, stakeholders, and the public for validation.
- **Visioning Strategies Development Workshop**
  - Consultant to facilitate visioning strategies workshop.
  - Workshop will provide an articulated guiding vision for future acquisition, development, and maintenance of parks, trails, and open space, with goals, desired outcomes, and standards identified to direct policy and acquisition for existing and proposed facilities.
- **Action Plan Development and Prioritization**
  - Consultant to develop an action plan that contains action steps, mission and vision, strategic themes and objectives, key performance indicators, and mid- and long-term initiatives.
  - Plan to present prioritized strategic initiatives based on input.
  - The action plan shall define park types and include a recommendation for inconclusion within the City's parkland-to-population goal of 5.0 acres per 1,000 residents.
  - The Consultant shall develop a strategy to implement the goals and polices stated in the newly revised Parks, Recreation and Open Space element of the General Plan, to include ensuring parks are equitably located throughout the City, ensure parks are accessible and within 20-minute walking distance, prioritize underserved, expand park amenities, expand school, and park synergy and incentivize creation of publicly accessible parkland.
  - The action plan shall evaluate the viability of transforming existing City owned drainage retention basins to pocket parks.

EXHIBIT A

Consultant to prepare a Capital Improvement Plan to outline priorities for the next 5, 10, and 15 years. To include anticipated costs and provide framework for decision-making processes for future improvements.

PHASE 5: DRAFT & FINAL PLAN (4 MONTHS)

DELIVERABLES: DRAFT PARKS MASTER PLAN; PLAN PRESENTATION; (5) BOUND, PRINTED & DIGITIZED FINAL PARKS AND RECREATION MASTER PLAN.

- **Draft Plan**
  - Consultant to summarize and synthesize all research and stakeholder input for draft.
  - The plan shall include charts, graphs, maps, and other data as needed to support the plan and its presentation to the appropriate audiences.
  - Consultant to work with project team to prioritize recommendations, balancing needs, and cost/benefits analyses, capacity of the City, and potential budgetary realities.
- **Review Session with the City**
  - Consultant to facilitate review session with City that includes feedback and recommendations.
  - Consultant to review detailed sequence steps for plan deployment.
    - Securing funding sources
    - Capital project review
    - Identification of a plan champion or team of champions
    - Visual management techniques
    - Ongoing employee engagement
    - Reporting mechanisms and communication
    - Internal marketing
    - Institutionalizing the process by documenting the steps in the process and continuous improvement of the process
    - Ongoing plan adjustments
    - Connection to the community, city management, elected official, and employees.
- Final Presentation to City Council
- Plan Finalization
  - Develop final Parks and Recreation Master Plan after implementing edits and submitting. to the city for review, post City Council Presentation.
  - Final plan will be publicly accessible on City's website.
  - Additional public announcement methodology and recommendations.

PHASE 6: IMPLEMENTATION (3 MONTHS)

- **Lead Implementation Workshop**
  - Virtual meeting to discuss techniques relating to the leadership system and cultural elements required to effectively deploy plan.

EXHIBIT A

- Internal communication plans
- Identification of a plan champion or team of champions.
- Methods of monitoring progress
- Ways to operationalize the mission, vision, and values.
- Employee and City Council engagement
- Institutionalizing the process by documenting the steps in the process and continuous improvement of the process
- Ongoing plan adjustments
- Connection to the community

City Council Staff Report

DATE: **FEBRUARY 1, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE EMPLOYMENT AGREEMENT NO. A-8218 BETWEEN THE CITY OF PALMDALE AND RONDA PEREZ TO SERVE AS CITY MANAGER**

ISSUE

Consider City Council approval of the proposed Employment Agreement No. A-8218 between the City of Palmdale and Ronda Perez to serve as City Manager.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8218 between the City of Palmdale and Ronda Perez, City Manager.

BACKGROUND

Mrs. Perez has been serving in the role of Interim City Manager since March 2022 and prior to was named Acting City Manager in December 2021. The City Council met in closed session on January 11, 2023 and provided a 5-0 positive performance evaluation of Ronda Perez. Subsequently, on January 18, 2023 they again met in closed session to discuss filling the City Manager position permanently. They agreed that Ronda Perez should be appointed City Manager, thus removing the Interim title.

The Employment Agreement before the Council this evening is entered into with Mrs. Perez effective January 18, 2023 in an effort to provide stability and consistency in the executive leadership of the organization.

DISCUSSION

In general, the Employment Agreement with Mrs. Perez provides for the following:

1. The Term of this initial Agreement will be for a period of three (3) years ending January 18, 2026. The Agreement provides for two (2) optional two-year incremental extensions (Section 2).
2. Employee is at-will and serves at the pleasure of a majority of the City Council and shall be entitled to 12 months severance pay provided termination occurs without cause as outlined in the Agreement (Section 4).

3. The City will provide for disability, health, life insurance and retirement in alignment with standard City of Palmdale employee offerings as well as other standard employee benefits unless otherwise described throughout the agreement (Section 5, 11, 12, and 19).
4. Compensation shall be paid at an annual rate of $299,750 and allows for an annual cost of living increase if such raise is provided to full-time employees. Employee shall receive an annual performance evaluation and meet established goals (Section 6, 7 and 19).
5. Employee shall receive a $500 monthly automobile allowance for engaging in conducting City business both during and outside normal business hours (Section 9).
6. Vacation, Sick, Administrative and Floating Holiday leave bank accruals and benefits shall accrue at various rates as listed in the Agreement and without limitation (Section 10).
7. The City will pay for professional dues and subscriptions, including conference participation, necessary and desirable for Mrs. Perez to continue professional participation, growth and advancement for the good of the City. The City will also pay for or reimburse Mrs. Perez for reasonable and necessary general expenses incurred in the execution of her duties and annual tuition reimbursement up to $10,000 plus one executive level professional development course annually in benefit to the City (Sections 13, 14, 15, 19).
8. Employer agrees not to terminate Employee during any one hundred eighty (180) calendar period after a City Council election to allow the newly elected Council the opportunity to observe and work with the Employee (Section 16).

FISCAL IMPACT

Sufficient funding is budgeted in the FY 2022-23 Annual Operating Budget for the totality of this Agreement.

STRATEGIC PLAN

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

C. Invest in staff and other human resource strategies to attract and retain a highly qualified, diverse and creative workforce.

Prepared by:	Ronda Perez, Interim City Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	William P. Curley, III, Special Counsel

ATTACHMENTS

1. Agreement No. A-8218.

EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF PALMDALE
AND
RONDA PEREZ TO SERVE AS CITY MANAGER

THIS AGREEMENT is effective this 18th day of January, 2023 by and between the City of Palmdale, a charter city, (hereinafter called "Employer"), and Ronda Perez, (hereinafter called "Employee"), both of whom understand as follows:

WHEREAS, Employer desires to engage the services of Employee as the City Manager of the City of Palmdale, as provided by Title 2, Chapter 2.04 of the Palmdale Municipal Code; and

WHEREAS, it is the desire of the governing board, (hereinafter called “Council”), on behalf of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, the Employer desires to:

1. Secure the services of Employee and to provide inducements for her to enter into such employment;
2. To make possible full work productivity by assuring Employee's security;
3. To provide a reasonable procedure for terminating Employee's services at such time as she may be unable to fully discharge her duties or when Employer may otherwise desire to terminate her employ; and

WHEREAS, Employee desires to obtain employment as the City Manager of said City; and

WHEREAS, this contract supersedes and terminates all prior employment contracts.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Duties.

A. City Manager. Employer hereby engages the services of Employee as City Manager to perform the functions and duties specified in Title 2, Chapter 2.04 of the Palmdale Municipal Code and to perform such other legally permissible and proper duties and functions consistent with the office of the City Manager, as the Council shall from time-to-time assign. City Manager shall be required to participate in all Closed Sessions of the City Council, with the exception for matters where a conflict exists.

B. Start Date. Employee shall commence her employment and be under the pay and accrual provisions of this Agreement beginning on January 19, 2023.

SECTION 2. Term.

A. Council May Terminate. Except as expressly stated in this Agreement, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of Employee at any time.

B. Right to Resign. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with the Employer. The Employee shall give forty-five (45) days written notice to the Employer prior to the effective date of resignation, or such lessor period as may be agreed upon by Employer and Employee.

C. Initial 3 Year Term. City hereby employs Employee to perform the duties and fulfill the obligations of City Manager as described in this Agreement, commencing pursuant to this agreement, and ending upon the earlier of (i) 11:59 p.m. on January 18, 2026 ("Expiration Date"), as, and to the extent extended under Section 4, subsection (D) below; or (ii) the date upon which this Agreement and Employee's employment with the City is terminated in accordance with Section 4 herein. Employee shall not accept other employment nor become employed by any other employer until said termination date, unless termination is effected as hereinafter provided.

D. First Optional 2 Year Term. If not otherwise previously terminated, this Agreement and Employee's employment with the City will be automatically extended to 11:59 p.m. on January 18, 2028, (without action by either Party), unless City gives Employee, or Employee gives City, written notice on or before October 18, 2025 that this Agreement and Employee's employment with the City is not to be extended. (Collectively hereinafter "First Option".)

E. Second Optional 2 Year Term. If not otherwise previously terminated, this Agreement and Employee's employment with the City will be automatically extended to 11:59 p.m. on January 18, 2030 (without action by either Party), unless City gives Employee, or Employee gives City, written notice on or before October 18, 2027 that this Agreement and Employee's employment with the City is not to be extended. (Collectively hereinafter "Second Option".)

SECTION 3. Effect of Suspension.

Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement. If Employee is suspended pending an investigation by Employer or any law enforcement agency, and following such investigation Employee is convicted of (or pleads guilty to or enters into a "no-contest" plea) any illegal act or other act involving moral turpitude, abuse of office or position or personal gain to her, upon such conviction (or plea) Employee shall immediately fully reimburse Employer all salary and benefits paid to Employee during said suspension.

SECTION 4. Termination and Severance Pay.

A. At-Will Employment. Employee is an unclassified employee who serves at the pleasure of the City Council and is employed on an at-will basis. The parties acknowledge that the City's Human Resources Rules and Regulations expressly exclude the City Manager from its provisions regarding termination and discipline of City employees. The Council may terminate Employee's employment with the City and this Agreement at any time, with or without cause, upon thirty (30) days written notice to Employee.

B. 12 Months of Severance Pay. Except as hereinafter provided, if the Council terminates this Agreement, Employer will pay Employee severance pay in an amount equal to twelve (12) months' salary. Employee may elect to be paid severance pay in a lump sum payment, or in equal bi-weekly payments on the normal City payroll dates. All other Employee benefits, except health, dental, and vision insurance benefits will end at the Employee's termination date. Health, dental, and vision insurance benefits will terminate on the earlier to occur of 12 months from the date of termination or the first date that Employee receives health, dental, or vision insurance benefits from another source. (Collectively hereinafter “Severance Sum”.)

C. Termination for Illegal Acts. If Employee is terminated because of her conviction (or pleads guilty to or enters a plea of "no-contest") for any illegal act or other act involving moral turpitude, abuse of office or position or personal gain to her, during her term of employment with the City, or if Employee abandons her job or duties for a period longer than fifteen (15) days, then Employer shall have no obligation to pay the Severance Sum. Notwithstanding any term in this Agreement, if Employer pays the Severance Sum and/or any other benefits under this Agreement and Employee is later convicted of (or pleads guilty to or enters a “no-contest” plea) any illegal act or other act involving moral turpitude, abuse of office or position or personal gain to her for acts done during the course of her employment with Employer, then Employee shall immediately fully reimburse Employer for all such severance and benefits received.

D. Constructive Termination. If Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee, or if Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, then Employee may, at her option, be deemed to be "terminated" as of the date of such occurrence, and shall be entitled to the severance pay as provided for herein. Employee understands that reductions in overall employee programs and benefits shall not trigger any severance under this Section despite their negative impact on Employee if those reductions are generally applicable to all employees.

SECTION 5. Disability.

If Employee is deemed by her physician to be permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) months beyond any accrued sick leave and/or protected leave under state or federal law, Employer shall have the option to terminate this Agreement subject to the Severance Sum pay requirements of Section 4, Paragraph B. Employee shall be compensated for any accrued Vacation, floating holiday, Sick and Administrative Leave or other accrued benefits due to her.

SECTION 6. Compensation.

A. Base Salary of $299,750. In consideration for the performance of the duties of City Manager as outlined above, Employee will receive as base salary of Two Hundred and Ninety-Nine Thousand Seven Hundred and Fifty Dollars ($299,750.00) annually, payable in equal installments every two weeks on the same schedule as payments are made to other regular full-time employees. (Hereinafter “Base Salary”.)

B. Possible 2%+ Salary Increase at end of Year 2. Should the City Council, upon completion of an annual review of the Employee’s performance as provided for in

Section 7, determine that the Employee has met performance expectations, the City Council shall increase the Employee's Base Salary not less than two percent (2%) in January of 2025. Additional merit increases may be provided to the Employee at the City Council's discretion.

C. 2%+ Salary Increase at Exercise of First Option and Second Option. Should the City Council exercise its First Option under Section 7 Paragraph D under this Agreement, the City Council shall increase the Employee's Base Salary not less than two percent (2%) in January of 2026. Should the City Council exercise its Second Option under Section 7 Paragraph E under this Agreement, the City Council shall increase the Employee's Base Salary not less than two percent (2%) in January of 2028.

SECTION 7. Performance Evaluation.

A. Annual Goals. Annually, the City Council and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City in the attainment of the City Council's policy objectives, and the City Council and the Employee shall further establish a relative priority among those various goals and objectives to be reduced to writing. The Employee's performance objectives shall be obtainable generally within the time limits as specified in the annual operating and capital budgets and appropriations provided.

B. Annual Review. The City Council shall annually review and evaluate the performance of the Employee. The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with the Employee. The method of evaluation shall be at the discretion of the Council.

C. Performance Pay. City Council may set objectives for the Employee to meet throughout the course of her employment with the City. During the course of her annual evaluation the City Council may elect to award a sum of money, a percentage increase in salary, additional banked vacation or sick leave or some other additional benefit to Employee, if the City Council determines that the Employee has exceeded the previously set Council objectives (such payment known as "Performance Pay"). Such sum, percentage increase or added benefit is solely at the discretion of the City Council and must be in the best interests of the City at the time it is made. Such Performance Pay may be discussed in executive session, but must be actually awarded via a resolution or contract amendment at a regularly scheduled City Council meeting.

SECTION 8. Hours of Work.

Employee will generally be expected to keep office hours at City Hall, during normal business hours. It is recognized, however, that Employee must devote a great deal of time outside normal office hours to the business of the Employer, and to that end Employee will be allowed to take reasonable occasional compensatory time off, as she shall deem appropriate during said normal office hours. In no event shall, when averaged over a four-week period, Employee work less than 40 hours of work per week (with use of accrued vacation, sick, and administrative leave or holiday time counting towards hours worked). Time used in this occasional manner will not draw down any compensated time banks accrued pursuant to Section 10 below. However, use of accrued Vacation Leave or Administrative Leave should be submitted for approval by the Employee to the

Mayor or the Mayor's designee. In this regard, Employee should follow the procedures and policies in effect at the time of the request for other full-time employees.

SECTION 9. $500 Automobile Allowance.

Employee's duties require that she will engage in conducting City business both during and outside of normal business hours. The Employer, in consideration of and compensation for the Employee's travel for City business, both during and outside of normal business hours, shall pay Employee Five Hundred Dollars ($500.00) per month.

SECTION 10. Vacation, Sick Leave and Administrative Leave.

A. Vacation Accrual Rate. Employee shall accrue "Vacation Leave" at the rate of approximately 6.15 hours per pay period not subject to an accrual cap.

B. Sick Leave Accrual Rate. Employee shall accrue ninety-six (96) hours of paid "Sick Leave" at the rate of approximately 3.7040 hours per pay period, not subject to an accrual cap.

C. Administrative Leave. Employee shall accrue, and have credited to her personal account, ninety-six (96) hours of "Administrative Leave" each fiscal year at the rate of approximately 3.7040 hours per pay period not subject to an accrual cap.

D. Floating Holiday. Employee shall accrue "Floating Holiday" as all other employees, not subject to an accrual cap.

E. Severance/Benefits. If Employee is terminated or resigns pursuant to Section 4 of this Agreement or completes the full term of this Agreement, Employee shall be paid her accrued floating holidays, Vacation, Sick, and Administrative Leave in one lump sum payment. Payment of the Severance Sum, if any, will be paid out pursuant to the Employee's election under Section 4, Paragraph B.

F. Standard Employee Leave Benefits. Employee shall also receive any other leave benefits not set forth herein that regular full-time City employees receive. Any changes in leave benefits that are made available to the other regular full-time City employees during a fiscal year shall also be made available to Employee.

SECTION 11. Disability, Health and Life Insurance.

A. Disability Insurance. Employer agrees to provide a long-term disability policy for Employee as currently provided to other full-time employees. If Employee is deemed by her physician to be permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) months beyond any accrued Sick Leave, Employer shall have the option to terminate this Agreement subject to the severance pay requirements of Section 4. Employee shall be compensated for any accrued floating holiday, Vacation, Sick, or Administrative Leave or other accrued benefits due to her.

B. Medical, Dental and Vision Insurance. Employer agrees to put into force and to make all required premium payments for the cost of medical, dental and vision

insurance policies covering Employee, Employee's spouse and Employee's eligible dependents. The medical, dental and vision insurance policies and options available to Employee shall be commensurate with the policies available to other full-time City employees.

C. Life Insurance. Employer agrees to make all required premium payments on a 20-year Term Life insurance policy in the face amount of Five Hundred Thousand Dollars ($500,000.00) during the term of her employment, with the beneficiary to be named by the Employee. Such insurance will be procured through the City's usual insurance broker.

D. Standard Employee Insurance. Employee shall also receive any other insurance benefits not set forth herein that regular full-time employees receive. Any changes in insurance benefits that are made available to the other regular full-time employees during a fiscal year shall also be made available to Employee.

E. Health Reimbursement Account. Employer agrees to establish a Health Reimbursement Account for the Employee and on January 1 annually, contribute up to One Thousand Five Hundred Dollars ($1,500.00) to reimburse employee for health related expenses. The account balance shall not exceed $1,500 in any given year. Any remaining balance will be forfeited at the termination of this Agreement.

SECTION 12. Retirement System.

A. PERS 2% at 60. The Employee shall be enrolled in the California Public Employees' Retirement System (CalPERS) at the two percent (2%) @ age 60 formula. The Employee shall pay the seven percent (7%) employee contribution.

B. 457 Plan. Employer shall annually contribute the maximum amount allowable to the City-sponsored 457 Plan on Employee's behalf. This subsection shall be governed by the terms and conditions of such plan as they now exist, or as they may be changed in the future.

C. Compliance with Mission Square. Employer and Employee shall both abide by the rules of Mission Square (formerly ICMA/RC) relating to the deferred compensation programs (IRC 457), as such rules now exist or may hereafter be modified.

D. 401(a) Plan. Employee shall be able to participate in City's 401(a) retirement plan by contributing up to five percent (5%) of her salary, which contribution shall be matched by the Employer. Such contributions shall be consistent with the rules and regulations of the Plan as set forth by the United States Internal Revenue Service.

E. Standard Employee Retirement Benefits. Employee shall also receive any other retirement benefits not set forth herein that regular full-time employees receive. Any changes in retirement benefits that are made available to the other regular full-time employees during a fiscal year shall also be made available to Employee.

F. Excess 401(a) Contributions. If the Employee meets the Public Employees' Pension Reform Act (PEPRA) annual compensation limit, any excess funds shall be paid to the Employee's 401(a) retirement plan.

SECTION 13. Dues and Subscriptions.

Employer agrees to budget for and to pay the professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional development, growth and advancement, and for the good of the Employer.

SECTION 14. Professional Development.

A. Standard Travel Expenses. Employer agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and conferences adequate to continue the professional development of Employee and adequately pursue necessary official and other functions for Employer.

B. Education Seminars. Employer agrees to budget for and to pay the travel and subsistence expenses of Employee for continuing education, short courses, institutes and seminars necessary for her professional development and for the good of the Employer.

SECTION 15. General Expenses.

Employer recognizes that Employee will incur certain expenses of a non-personal and job-affiliated nature. Employer agrees to reimburse Employee for or to pay such expenses. Accordingly, Employer will authorize the Finance Director to disburse funds for such expenses upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

SECTION 16. Election Protection.

Employer agrees not to terminate Employee during any one hundred eighty (180) calendar day period after a City Council election without the payment of an additional severance allowance. This additional severance allowance will offer new City Council members an opportunity to work with and observe the Employee prior to taking any action against Employee. If the City Council does terminate the Employee within one hundred eighty (180) days after a City Council election, the Employee shall be entitled to a severance payment in the sum of an amount equivalent to one hundred eighty (180) calendar days of Employee's Base Salary at that time, in addition to the severance pay provided under Section 4 of this Agreement, subject to the limitations of Section 53260 of the Government Code.

SECTION 17. Indemnification.

A. City Indemnifies. Employer shall defend, hold harmless and indemnify Employee against any tort, liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the performance of Employee's duties as City Manager. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon with the exception of punitive damages, which shall be paid only upon a specific agreement to do so by a majority of the whole City Council and solely in its discretion.

B. Exception to Indemnity. Notwithstanding the foregoing indemnification and defense language in Section 17, Paragraph A, if any such funds are paid by Employer for the legal criminal defense of Employee and Employee is subsequently convicted of (or pleads guilty or enters into a plea of "no-contest") any illegal act or other act involving moral turpitude, abuse of office or position or personal gain to her, any funds paid by Employer for such defense shall be immediately reimbursed to Employer.

SECTION 18. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 19. Other Terms and Conditions of Employment.

A. Termination at City's Option. Employee has indicated that she, as a long-term resident of the community, prefers to continue to live in the community. If Employer terminates this Agreement under any Section herein, Employer retains the right to offer Employee a position within the City, commensurate with Employee's then-existing pay range and experience, in lieu of the Employee's right to payment of any and all severance set forth in Section 4 of this Agreement. If Employee accepts Employer's offer to continue in such position, and Employee serves in that position for a period of no less than twelve (12) consecutive calendar months, Employee waives the right to severance as discussed in Section 4. During the course of the twelve (12) months of Employee's service in said position, the City Council retains sole authority to terminate Employee. If, for any reason, Employee does not accept the position offered, Employee shall remain entitled to all severance as set forth in Section 4 of this Agreement.

B. Council May Set Conditions. Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, state codes or any other laws.

C. COLAs. Cost of Living Adjustments (COLAs), fringe benefits and working conditions applicable generally to employees of the Employer, as such adjustments, benefits or rules now exist or hereinafter may be amended, shall also apply to the Employee, except where such adjustments, benefits or working conditions are inconsistent with the terms contained herein.

D. Tuition Reimbursement. Employer shall also provide Employee with a tuition reimbursement of up to Ten Thousand Dollars ($10,000.00) per year under this Agreement towards employee's masters or doctoral degree, which may include paying down existing student loans. In addition, Employer shall provide funds for Employee to attend one Harvard University professional development course each year of this Agreement.

SECTION 19. Notices.

Notices pursuant to this Agreement shall be in writing and delivered personally, or deposited in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

Employer:

Mayor and City Council Members
City of Palmdale
38300 Sierra Highway
Suite "A"
Palmdale, California 93550

Employee:

Ronda Perez
38300 Sierra Highway
Suite "A"
Palmdale, California 93550

With copies to:

City Attorney Department
City of Palmdale
38300 Sierra Highway
Palmdale, California 93550

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notices shall also be mailed or personally delivered to the Employee's home address then on file with the City's Personnel Office.

SECTION 20. General Provisions.

A. Full Agreement. The text herein shall constitute the entire Agreement between the Parties. The terms of this Agreement may be changed or amended only by written Agreement between the Parties.

B. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors or administrators of Employee.

C. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed in duplicate on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has executed this Agreement, all as of the day of year first above written.

EMPLOYER:

CITY OF PALMDALE

_____
Laura Bettencourt, Mayor

ATTEST:

_____
Roxanne Faber, Acting City Clerk

APPROVED AS TO FORM:

_____

EMPLOYEE:

_____
Ronda Perez

City Council Staff Report

DATE: **FEBRUARY 1, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **CONSIDERATION OF CONTRACT FOR LEGAL SERVICES WITH HARPER & BURNS, LLP, INCLUDING APPOINTMENT OF WILLIAM P. CURLEY, III AS INTERIM CITY ATTORNEY**

ISSUE

Consideration of Contract for Legal Services with Harper & Burns, LLP, including William P. Curley, III's appointment as Interim City Attorney.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Legal Services Agreement No. A-8232, with Harper & Burns, LLP, including the appointment of William P. Curley, III as Interim City Attorney; and,
2. Authorize the City Manager or her designee to execute the Agreement with Harper & Burns, LLP.

BACKGROUND

The City will commence recruiting a permanent "in-house" employee City Attorney. A contract-based city attorney is necessary to represent the City until the permanent appointment of an "in-house" City Attorney.

DISCUSSION

William P. Curley, III, and Harper & Burns, LLP, have been serving the City and also serve as city attorneys in other cities.

FISCAL IMPACT

The fiscal impact is not to exceed $100,000, to be transferred from accounts 10114001-701000-708000 to account 10114001-721100.

STRATEGIC PLAN

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

Objective: C. Invest in staff and other human resource strategies to attract and retain a highly qualified, diverse, and creative workforce.

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

ATTACHMENTS

1. Original Agreement A-8232

AGREEMENT NO. A-8232
LEGAL SPECIAL COUNSEL SERVICES
AND INTERIM CITY ATTORNEY SERVICES

THIS AGREEMENT is made and entered into by and between the City of Palmdale, a charter city (thereinafter the "City"), and the law firm of Harper & Burns, LLP ('hereinafter the "Firm") and shall be deemed dated and effective as of February 1, 2023.

WITNESSETH:

The parties hereto agree as follows:

SECTION 1. RECITALS. This Agreement is made and entered into with respect to the following facts:

A. City desires to engage the Firm and, as primary lead attorney, William P. Curley III, and the Firm to act as legal counsel for the City in various capacities and to perform all legal services requested; and,

B. The Firm has agreed to provide the requested legal services in the time, manner, and for the compensation as hereinafter set forth:

SECTION 2. LEGAL SERVICES. The Firm shall perform the following legal services for the City:

A. The lead attorney is designated as William P. Curley Ill.

B. Provide legal advice when requested by the City Council, City Manager, or the City Manager's designee, except when prevented from doing so by a legal conflict; and

C. Represent the City in personnel and related civil litigation to which the City is a party at the direction of the City Council or City Manager. At the outset of each matter of litigation assigned by the City the Firm shall cause a written estimate litigation budget to be prepared and presented to the City Manager. The Firm and City Manager (or City Manager's designee) shall monitor the expenditures and provide updates to the City Council at regular intervals to be determined on a case-by-case basis; and

D. The City Manager is hereby authorized to meet with the Firm to discuss service and performance levels at any time during this Agreement, and to bind the attorneys to items including, but not limited to, a schedule of standard response times to service requests for specialty projects, expert advice from third parties and any action necessary or desirable for the health, safety, and welfare of the City. In addition, the Firm shall maintain a list of pending work assignments and shall provide progress reports thereon to the City

Manager, as directed by the City Manager.

E. The City Council and the City Manager retain the right to direct those attorneys other than the Firm perform legal work for the City or any of its related entities. Unless otherwise agreed by the Parties, the Firm shall be the sole firm representing the City as to its assigned cases.

SECTION 3. COMPENSATION. The Firm shall be compensated by City for the performance of such services as follows:

A. Rates. The Firm shall be compensated, apart from reimbursable expenses, as set forth on "Attachment I "hereto, which is incorporated by this reference. All fees, charges, costs and reimbursable items for the term of the Agreement shall not exceed a maximum of $100,000, commencing from the effective date of this Agreement.

B. Legal Services Provided by the Attorneys other than Designated Lead. The Firm shall be compensated for the performance of legal services in accordance with this Agreement, and particular this Section 3.

C. Reimbursable Expenses. The Firm shall be entitled to reimbursement for all reasonable and necessary expenses incurred by it in the performance of legal services hereto. Reimbursable expenses to which Firm shall be entitled shall include, but are not limited to, third party legal service legal experts, legal consultants, legal specialist, duplication costs; word processing costs; mileage, in amounts as authorized for other City officers or employees; extraordinary telephone and telecommunication costs; extraordinary mail costs; messenger services; and other costs customarily made as part of the performance of legal services by Firm.

SECTION 4. PAYMENT FOR SERVICES. The Firm shall submit monthly invoices to the City for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall clearly set forth by date the type of work performed, the time spent on a task and the attorney performing the task. Payment to Firm shall be made by the City within thirty (30) days of receipt of the invoice, except for those specific items on the billing which are contested or questioned and returned by the City with written response to any invoice contested or questioned and further, upon a request of City, provide City with any and all documents related to the service or costs.

No charge shall be made for time expended in providing this information to the City.

SECTION 5. TERM. The term of this Agreement shall commence on February 1, 2023, and shall continue to the final conclusion of all assigned matters or the decision to terminate this Agreement by either party hereto. Firm may terminate this Agreement on the

giving of thirty (30) days written notice to the City of such determination. If such determination notice is given, the same shall be effective on the thirtieth (30th) day after the giving of such notice. Firm will comply with all obligations required of it pursuant to the State Bar Act in connection with such termination and the transition to replacement counsel. City, via the City Manager, may terminate this contract at will and without cause or prior notice, and that thereafter the City shall pay all compensation and reimbursement due through and including the effective date of such termination.

SECTION 6. NOTICES. Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same to the custody of the United States Postal Service, or its lawful successor, postage prepared and addressed as follows:

CITY: City of Palmdale	FIRM: Harper & Burns LLP
38300 Sierra Highway	453 S. Glassell Street
Palmdale, CA 93550	Orange, CA 92866
Atten: City Manager	Atten: Managing Partner

Service or notice by personal service shall be deemed to have been given as of the date of such personal service. Notices given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive calendar days following the deposit of the same in the custody of said Postal Service.

SECTION 7. INDEMNITY. The Firm does hereby agree to and hold the City, and its elected and appointed officers and officials, employees, and other agents free and harmless of any claim, demand, or judgment that may arise based upon personal injury or damage to property arising out of any negligent omission or intentional misconduct by Firm regarding the performance of services hereunder.

Firm and each attorney of the Firm, and Firm contractees shall be due and allowed to utilize all statutory, common law, and other applicable defenses, immunities, and causes of action due to a City employee under the California Government Code, common/case law and any other applicable law, regulation, r policy. Further, the designated city attorney, assistant city attorney and associates are designated as public officials, public officers, or City officials for all purposes.

SECTION 8. INSURANCE REQUIREMENTS. The Firm shall procure and maintain for the duration of the contract the following insurance:

A. Insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees and professional errors and omissions insurance providing not less than two million dollars ($2,000,000) coverage. Firm shall maintain such coverage for no less than three years following the termination of this Agreement. This

insurance policy shall provide coverage to the City for any damages or losses suffered by City as a result of any error, omission, or neglect by the Film that arises out of the professional services rendered under this Agreement. Such insurance may be subject to a self-insured retention or deductible to be bone entirely by the Firm.

B. The Firm will obtain and maintain workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

C. The Firm will obtain and maintain in full force and effect commercial general liability insurance in an amount not less than $1,000,000 per occurrence with a $2,000,000 aggregate.

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

E. All insurance coverage specified above will provide for a minimum of thirty (30) days' notice of cancellation by the insurance carrier and will be maintained in full force and effect throughout the term of this Agreement. Such insurance shall name the city as an additional insured and shall include a waiver of subrogation.

SECTION 9. GENERAL PROVISIONS.

A. The Firm shall not assign this Agreement, or any of the rights, duties, or obligations hereunder. It is understood and acknowledged by the parties that Firm is uniquely qualified to perform the services of this Agreement.

B. In the event an instance of conflict of interest arises with another client, the Firm will protect the best interests of the City and will take all necessary actions, to resolve or eliminate the conflict situation. If the circumstance cannot be lawfully avoided or resolved, the Firm will undertake to recommend substitute counsel to protect the interests of the City.

C. The Firm is and shall always remain as to the City a wholly independent contractor serving as a public official. Neither the City not any of its officers, employees, servants, or agents shall have control over the conduct of Firm or any of Firm's officers, employees, or agents. The Firm, shall not at any time or in any manner, represent that it or any of its officers, employees, or agents are in any manner employees of the City. City acknowledges and agrees that the Firm and the Firm lawyers will need to represent to others their capacity and relationship to the City and shall enjoy and apply all rights, powers, and privileges attendant thereto. In the performance of this Agreement, the Firm shall not engage in discrimination in employment of persons because of the age, race, color, sex, sexual orientation, national origin, caste or ancestry, or religion of such persons.

D. Nothing contained in this Agreement shall be deemed, construed, or represented

by the City or the Firm to any third person to create a relationship of principal or agent, or of a partnership, or of a joint venture, or any other association of any kind or nature between the City and the Firm.

E. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed, and acknowledged by both of the parties hereto.

F. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

G. Firm, and lawyers, paralegals, administrative and support staff shall report to and take assignments only from the City Manager or the City Manager's designee. Each signatory to this Agreement, by execution of this Agreement, represents and warrants that they have lawful authority to bind their respective parties to the terms herein.

H. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

SECTION 10. OWNERSHIP OF DOCUMENTS.

A. The Firm shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. The Firm shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Firm shall provide free access to the representatives of City and/or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files,

surveys, notes, and other documents prepared while providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Firm. With respect to computer files, the Firm shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

SECTION 11. LICENSES. At all times during the term of this Agreement, the Firm shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, at its own sole cost and expense.

SECTION 12. GOVERNING LAW. The City and the Firm understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

SECTION 13. LITIGATION. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Palmdale, California. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for further relief granted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives as follows:

CITY OF PALMDALE:

_____
RONDA PEREZ
Interim City Manager

HARPER & BURNS LLP:

_____
WILLIAM P. CURLEY, III
Managing Partner

ATTEST:

_____
ROXANNE FABER
Acting City Clerk

ATTACHMENT
"1"

Firm Partner Attorney	$350.00 /hr.
Attorney- Senior Counsel	$315.00/hr.
Attorney-Associates	$285.00 /hr.
Paralegal	$250.00 /hr.
Administrative Assistant	$200.00 /hr.
Computer Services	Actual Cost.
Third-Party Legal Services/Legal Support/Experts	Actual Cost, plus 5% of total
Legal Interns / Law Clerks	$90.00 /hr.
All Other Services	Actual Cost, plus 5% of total

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Andrea Alarcon, Mayor Pro Tem

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: January 11, 2023

During the period December 1, through December 31, 2022, I attended the following meetings and events:

December 21:	Special Closed Session Regular Council Meeting
December 22:	SAVES Christmas Holiday Basket Distribution

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Laura Bettencourt, Mayor

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: January 11, 2023

During the period December 1, through December 31, 2022, I attended the following meetings and events:

December 1:	Special Closed Session
December 7:	Regular Council Meeting
December 13:	Special Closed Session
December 21:	Special Closed Session Regular Council Meeting
December 22:	SAVES Christmas Holiday Basket Distribution

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Eric Ohlsen, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: January 11, 2023

During the period December 1, through December 31, 2022, I attended the following meetings and events:

December 21:	Special Closed Session Regular Council Meeting
December 22:	SAVES Christmas Holiday Basket Distribution