



PALMDALE

a place to call home

**CITY COUNCIL MEETING
REVISED
SUCCESSOR AGENCY
HOUSING AUTHORITY
INDUSTRIAL DEVELOPMENT AUTHORITY
PALMDALE AIRPORT AUTHORITY
PALMDALE CIVIC AUTHORITY
PALMDALE FINANCING AUTHORITY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, MARCH 1, 2023
5:00 PM
7:00 PM
www.cityofpalmdale.org**

WELCOME

The Council Chamber is open for in-person public comment and seating.

How to observe the meeting virtually:

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

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 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

2. ROLL CALL

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

3. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

This portion of the Agenda allows an individual the opportunity to address the Council on Closed Session items ONLY. **PLEASE NOTE: A three-minute time limit** will be imposed on each speaker.

4. PRESENTATION BY CITY ATTORNEY

4.1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Ricky Thorstensen v. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCV29463

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

4.2 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Ricci v. City of Palmdale, et al.

Los Angeles County Superior Court

Case No. 22STCV01269

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

4.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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).

4.4 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Angela Lisa Thompson v. City of Palmdale, et al.

Los Angeles County Superior Court

Case No. 22AVCV00437

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

4.5 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Edman Discua v. City of Palmdale, et al.

Los Angeles Superior Court

Case No. 21STCV45406

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

4.6 PUBLIC EMPLOYMENT

Title: City Attorney

5. ANNOUNCEMENT BY CITY ATTORNEY

6. ADJOURN CLOSED SESSION MEETING

7:00 P.M.

7. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

8. **ROLL CALL**

MAYOR BETTENCOURT, MAYOR PRO TEM ALARCÓN, COUNCILMEMBERS
BISHOP, LOA, OHLSEN
COMMISSIONERS FRAGA-SAENZ, DENNY

9. **PRESENTATIONS**

9.1 Presentation by Mayor and Council of a Proclamation declaring March as Irish American Heritage month.

10. **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.)

11. **PUBLIC COMMENTS ON CONSENT CALENDAR ITEMS ONLY**

This portion of the Agenda allows an individual the opportunity to address the Council/Authority 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: A three-minute time limit will be imposed on each speaker.

12. **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.

12.1 Receive and file the monthly investment activity reports for January 2023. (Staff Reference: Director of Finance Samson)

[1. Staff_Report_-_Investment_Report_Jan_2023.docx](#)
[07 Jan 2023 City & Successor Investment Report.pdf](#)

12.2 Approve consultant agreement with MNS Engineers, Inc. for PN 669. SR138(SR14) & 10th Street West Widening, in the amount of \$191,800. (Staff Reference: Director of Public Works Glidden)

[PN 669 Staff Report Template - Award Owner's Rep Services.docx](#)
[City of Palmdale - MNS Engineers, Inc. A-8233 - 01-26-2023 - Preview.pdf](#)

12.3 Adopt Resolution No. CC 2023-010, a Resolution of the City Council of the City of Palmdale adopting the joint resolution of the Board of Supervisors of the County of Los Angeles acting in behalf of the Los Angeles County General Fund, Los Angeles County Consolidated Fire Protection District, and the Los Angeles

County Flood Control, the Board of Directors of the County Sanitation District No. 20 of Los Angeles County, and the governing bodies of the Antelope Valley Cemetery District, the Antelope Valley Mosquito and Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, and the Palmdale Water District - Westmont approving and accepting negotiated exchange of property tax revenues resulting from Annexation 20-101 to County Sanitation District 20. (Staff Reference: Director of Public Works Glidden)

[030123, SR for Tax Shared Annex. No. 20-101, CC 2023-010.doc](#)

[030123, CC 2023-010.docx](#)

[030123, LACSD Transmittal Letter.pdf](#)

[030123, County Joint Resolution Annex 20-101.pdf](#)

[030123, Property Tax Resolution Worksheet.pdf](#)

[030123, Exhibit A - Annexation Map No. 20-101.pdf](#)

- 12.4 Adopt Resolution No. CC 2023-012, a Resolution of the City Council of the City of Palmdale approving the application for Local Streets and Roads Funds authorized under Article 8 of the Transportation Development Act. (Staff Reference: Director of Public Works Glidden)

[Staff Report-Resolution revised 2.7.23.docx](#)

[reso__2023-012_-_TDA_8_FY_2023.doc](#)

[TDA claim forms FY 2023 signed LG 2.7.23.pdf](#)

- 12.5 Approve Agreement with The Wellbeing Lab dba Louis Alloro, LLC to provide Certificate In Applied Positive Psychology Program (CAPP) in an amount not to exceed \$275,000. (Staff Reference: City Manager Perez - Presented by Assistant to the City Manager Lopez)

[A-8208_Wellbeing_Lab_staff_report_Final \(1\).docx](#)

[City of Palmdale - ARPA Funding - Contract for Services - The Wellbeing Lab \(A-8208\) - 01-17-2023 - Preview \(1\).pdf](#)

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

CC/SA - February 1, 2023 (5:00 pm & 7:00 pm)

[Minutes City Council_SA_HA - 02_01_2023 - 5pm & 7pm.pdf](#)

13. PUBLIC HEARING

- 13.1 Approve a design and build agreement, for an Energy Services Contract, with Schneider Electric for a construction term of three years and determine this action is exempt under CEQA. (Staff Reference: Director of Public Works Glidden)

[SR - Schneider Electric - FINAL.docx](#)

[Design Build Agreement 02-23-2023.docx](#)

[2.22.23 City of Palmdale Council Briefing Presentation.pptx](#)

- 13.2 INTRODUCE AND ADOPT ORDINANCE NO. 1609, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING PALMDALE MUNICIPAL CODE SECTION 2.08.040 CHANGING THE REGULAR MEETING DATES AND TIMES OF THE CITY COUNCIL TO THE FIRST AND THIRD WEDNESDAY OF THE MONTH AT 5:00 P.M.

[StaffReport_Ord 1609.docx](#)
[Ordinance No. 1609.docx](#)

14. JOINT NEW BUSINESS CC/SA/HA/IDA/PAA/PCA/PFA

- 14.1 Review and approve the FY 2023 Mid-Year Budget Adjustments. (Staff Reference: Director of Finance Samson)

[1. FY 2023 SR Mid-Year Budget.docx](#)
[2. FY 2023 Mid-Year Budget Schedules.pdf](#)

15. NEW BUSINESS

- 15.1 Discussion and possible direction regarding City security and surveillance systems. (Staff Reference: City Manager Perez)

16. 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: 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.

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

- 17.1 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

17.2 MEETINGS ATTENDED AT PUBLIC EXPENSE

[Bettencourt Informational Report 030123.docx](#)

[Alarcon Informational Report 030123 FINAL.docx](#)

[Bishop Informational Report 030123.docx](#)

[Ohlsen Informational Report 030123.docx](#)

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

19. **CITY MANAGER'S REPORT**

20. **ADJOURN** meeting to March 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: MARCH 1, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: CITY MANAGER'S OFFICE – FINANCE DIVISION
DISTRICT: ALL
SUBJECT: RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY REPORTS FOR JANUARY 2023

ISSUE

Receive and file the monthly investment activity reports for January 2023.

RECOMMENDATION

Staff recommends that the City Council accept the monthly investment activity reports for City of Palmdale and Successor Agency for January 2023.

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 January, the invested portfolio amount for the City of Palmdale totaled \$302,074,175 an increase of \$63,019,608 from the previous month, and an increase of \$29,968,177 in comparison to last year. The monthly increase is the result of investment purchases, investments into LAIF and interest earned during the month.

The par value of Successor Agency's portfolio as of January was \$13,595,786. The balance increased by \$6,342,006 from the last month due to a deposit received from LA County in the Successor Agency bank.

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

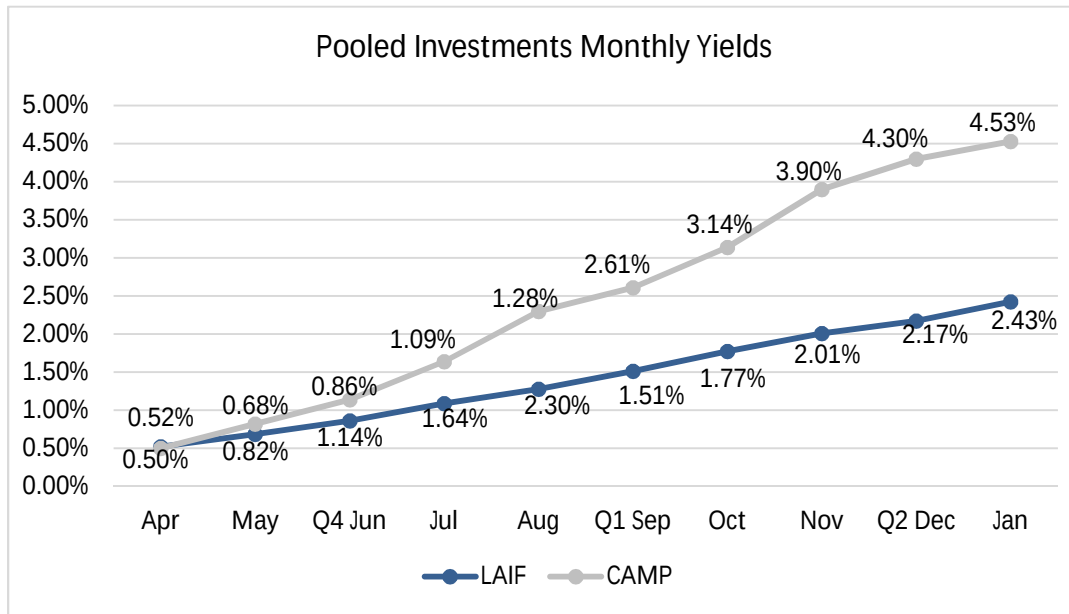
One core approach the Finance Division focuses on, is providing liquidity to measure up to the City and Successor Agency's operational requirements. Thus, the Finance Department is currently investing in two pooled funds, LAIF and CAMP. These are intended for the daily operational activities, used for 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 January is \$120,833,729, an increase of \$18,574,948 compared to prior month, due to deposits made to LAIF from General bank account and interest earned.

Successor Agency LAIF balance at the end of January was \$4,458,763, an increase of \$26,046 from prior month due to interest earned.

CAMP's balance for City of Palmdale at the end of January is \$254,063 compared to December balance of \$253,089, 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 January 31, 2023, the interest rates for LAIF and CAMP investments were at 2.425

percent and 4.53 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of December were at 2.173 percent and 4.30 percent. Both rates have slightly increased within this month. This time last year, LAIF and CAMP rates were at 0.234 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 April 2022 through January 2023.

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 January 31, 2023.

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 January 31, 2023.

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

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
January 31, 2023
CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	FDIC Number	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
<u>U.S. TREASURY SECURITIES</u>					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
<u>GOVERNMENT AGENCY PAPER</u>								
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	3134GXB5 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
01-06-23	02-25-27	CITY	3130AQRH8 Federal Home Loan Bank		4.38	5,000,000.00	4,590,638.89	4,590,638.89
01-06-23	04-19-27	CITY	3130ARHJ3 Federal Home Loan Bank		4.38	5,000,000.00	4,801,354.86	4,801,354.86
TOTAL GOVERNMENT AGENCY PAPER						\$ 106,160,000.00	\$ 104,459,584.08	\$ 99,781,605.03
<u>CERTIFICATES OF DEPOSIT</u>								
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 Synchroony 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
January 31, 2023

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
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					<u>\$ 8,075,000.00</u>	<u>\$ 8,120,330.00</u>	<u>\$ 7,990,385.24</u>

STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND

09-01-84	n/a	CITY ACCOUNT	98-19-620	0.78	47,529,033.02	47,529,033.02	47,529,033.02
06/23/08	n/a	PCA ACCOUNT	40-19-060	0.78	40,617,787.13	40,617,787.13	40,617,787.13
	n/a	ARPA ACCOUNT	19-19-004	0.78	32,686,908.78	32,686,908.78	32,686,908.78
TOTAL LAIF ACCOUNTS					<u>\$ 120,833,728.93</u>	<u>\$ 120,833,728.93</u>	<u>\$ 120,833,728.93</u>

CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM

6080-01	n/a	CITY ACCOUNT	6080-01	0.30	254,062.53	254,062.53	254,062.53
TOTAL CAMP ACCOUNTS					<u>\$ 254,062.53</u>	<u>\$ 254,062.53</u>	<u>\$ 254,062.53</u>

UBS FINANCIAL SERVICES

n/a	n/a	CITY ACCOUNT		0.00	3,038,579.34	3,038,579.34	3,038,579.34
TOTAL UBS FINANCIAL SERVICES ACCOUNTS					<u>\$ 3,038,579.34</u>	<u>\$ 3,038,579.34</u>	<u>\$ 3,038,579.34</u>

TOTAL CITY INVESTMENTS

<u>\$ 310,156,370.80</u>	<u>\$ 310,593,344.26</u>	<u>\$ 302,074,174.85</u>
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CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
January 31, 2023

LIBRARY INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
<u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND</u>					
11-20-84	n/a	LIBRARY	16-19-012	0.78	12,595.08
TOTAL LIBRARY INVESTMENTS					\$ 12,595.08

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
<u>SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
05-10-95	n/a	BOND	95421220	0.34	108.04
05-10-95	n/a	IMPROVEMENT	95421222	0.10	157,009.89
City Held Cash	(Fund 736-114000)	(\$255,912.67)			
TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1					\$ 157,117.93

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	2,619,933.59
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					\$ 2,619,933.74

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	99,146.40
08-01-19	n/a	RESERVE	242969003	0.00	722,963.06
08-01-19	n/a	SP TAX - REFUNDING BC	242969004	0.01	15,149.87
08-01-19	n/a	SP TAX - REFUNDING BC	242969005	0.01	0.00
City Held Cash	(Fund 734-114000)	\$861,509.55		Account Closed on 12/20/22	
TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1					\$ 837,259.33

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
January 31, 2023

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) \$786,656.52

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	229,012.54
	n/a	RESERVE FUND	251009001	0.01	645,962.44

City Held Cash

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

\$ 874,974.98

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	78,006.03
11-08-06	n/a	ADM EXP	106844002	0.01	1,615.66
11-08-06	n/a	RESERVE FUND	106844003	0.01	100,901.06

City Held Cash (Fund 739-114000) \$65,498.69

TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB

\$ 180,522.75

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
January 31, 2023
FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
<u>2012 PFA \$8.7M LEASE REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
12-19-12	n/a	REVENUE FD	201546000	0.00	505.06
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					\$ 505.06
<u>2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
10-11-13	n/a	ESCROW FUND	206455000	0.00	2,979,500.00
TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW					\$ 2,979,500.00
<u>2015 HA DEBT SERVICE RESERVE</u>					
Fiscal Agent: Bank of America					
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08	39,277.81
TOTAL 2015 HA DEBT SERVICE RESERVE					\$ 39,277.81
<u>PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND</u>					
05-23-18	n/a	CITY	104790895775	2.60	6,230,697.86
TOTAL PARS PENSION TRUST FUND					\$ 6,230,697.86
BOND PROCEEDS					
<u>2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
09-03-15	n/a	BOND FUND	277067000	0.00	101,078.86
09-03-15	n/a	INTEREST ACCT	277067001	0.01	14.01
09-03-15	n/a	BOND RESERVE	277067003	0.00	281,017.34
09-03-15	n/a	REPAIR & REPLACE FUN	277067004	0.00	1,180,260.52
TOTAL 2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS					\$ 1,562,370.73
BOND PROCEEDS					
<u>2017 PFA \$17.4M LEASE REVENUE BONDS</u>					
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)			\$457,076.27		
GRAND TOTAL - FISCAL AGENT CASH					\$ 14,607,187.60

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
January 31, 2023
SUMMARY OF CASH AND INVESTMENTS
Page 1 of 1

Cash on Hand			\$	7,522,599
Pooled Cash Investments				
City:	\$	296,659,466		
Insur Fund:		\$5,414,709	\$	302,074,175
Library Investments				<u>\$12,595</u>
Subtotal			\$	309,609,369
City/AD/CFD/PCA/PFA/HA				
Fiscal Agent Cash			\$	<u>14,607,188 *</u>
Grand total			\$	<u><u>324,216,557</u></u>

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 January 31, 2023.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
January 31, 2023
CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
January 31, 2023

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>CITY ACCOUNT 98-19-620</u>				
Beginning Balance				\$ 37,321,639.35
01/13/23			\$ 207,393.67	
01/27/23	\$ 10,000,000.00			
Subtotal	<u>\$ 10,000,000.00</u>	<u>\$ -</u>	<u>\$ 207,393.67</u>	<u>\$ 47,529,033.02</u>
<u>PCA ACCOUNT 40-19-060</u>				
Beginning Balance				\$ 32,425,685.17
01/13/23			\$ 192,101.96	
01/26/23	\$ 8,000,000.00			
Subtotal	<u>\$ 8,000,000.00</u>	<u>\$ -</u>	<u>\$ 192,101.96</u>	<u>\$ 40,617,787.13</u>
<u>LIBRARY ACCOUNT 16-19-012</u>				
Beginning Balance				\$ 12,529.63
01/13/23		\$ -	\$ 65.45	
Subtotal	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 65.45</u>	<u>\$ 12,595.08</u>
<u>ARPA ACCOUNT 19-19-004</u>				
Beginning Balance				\$ 32,511,455.72
01/13/23			\$ 175,453.06	
Subtotal	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 175,453.06</u>	<u>\$ 32,686,908.78</u>
<u>CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM</u>				
Beginning Balance				\$ 253,089.00
12/31/23		\$ -	\$ 973.53	
Subtotal	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 973.53</u>	<u>\$ 254,062.53</u>
<u>UBS Financial Services</u>				
Beginning Balance				\$ 38,551.92
01/31/23			\$ 337,527.42	
01/31/23		\$ (337,500.00)		
01/31/23	\$ 3,000,000.00			
Subtotal	<u>\$ 3,000,000.00</u>	<u>\$ (337,500.00)</u>	<u>\$ 337,527.42</u>	<u>\$ 3,038,579.34</u>
Total	<u>\$ 21,000,000.00</u>	<u>\$ (337,500.00)</u>	<u>\$ 913,515.09</u>	<u>\$ 124,138,965.88</u>

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
January 31, 2023
CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED

January 31, 2023

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)
037833DE7 Apple Inc	03-10-20	01-13-23	01-13-23	1,000,000.00	\$ 12,000.00	\$ 1,012,000.00	999,766.91	\$233.09
						\$ -		\$0.00
						\$ -		\$0.00
Total Number of Transactions:				<u>\$ 1,000,000.00</u>	<u>\$ 12,000.00</u>	<u>\$ 1,012,000.00</u>	<u>\$ 999,766.91</u>	<u>\$233.09</u>
		1						

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

POOLED CASH - INVESTMENTS PURCHASED

January 31, 2023

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
3130AQRH8 Federal Home Loan Bank	FP 01-06-23	02-25-27	\$ 5,000,000.00	\$ (409,361.11)	4,590,638.89		\$ 4,590,638.89	4.38
3130ARHJ3 Federal Home Loan Bank	FP 01-06-23	04-19-27	\$ 5,000,000.00	\$ (198,645.14)	4,801,354.86		\$ 4,801,354.86	4.38
				\$ -			\$ -	
				\$ -			\$ -	
				\$ -				
			<u>\$ 10,000,000.00</u>	<u>\$ (608,006.25)</u>	<u>\$ 9,391,993.75</u>	<u>\$ -</u>	<u>\$ 9,391,993.75</u>	

Total Number of Transactions:

2

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
January 31, 2023

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
<u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND</u>						
09-01-84	n/a	SA ACCOUNT	65-19-035	0.78	4,458,763.64	
TOTAL LAIF ACCOUNTS						<u>\$ 4,458,763.64</u>
FISCAL AGENT CASH						
BOND PROCEEDS						
<u>CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)</u>						
Fiscal Agent: U.S. Bank National Association						
08-20-02	n/a	RESERVE FUND	94460700	2.54	530,876.14	
08-20-02	n/a	INTEREST ACCT	94460701	0.04	4,401.05	
08-20-02	n/a	PRINCIPAL ACCT	94460702	0.04	247.67	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)						<u>\$ 535,524.86</u>
BOND PROCEEDS						
<u>2016 SA \$31.5M Tax Allocation Refunding Bonds Series A</u>						
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						<u>\$ 5.38</u>
GRAND TOTAL - FISCAL AGENT CASH						<u><u>\$535,530</u></u>

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	\$ 8,601,492
Pooled Cash Investments	\$ 4,458,764
Successor Agency Fiscal Agent Cash	\$ 535,530
Grand total	<u>\$ 13,595,786</u>

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF interest rates are as of January 31, 2023.

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

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF)
[January 31, 2023](#)

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>SA ACCOUNT 65-19-035</u>				
Beginning Balance				\$ 4,432,717.27
01/31/23			\$ 26,046.37	
Subtotal	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 26,046.37</u>	<u>\$ 4,458,763.64</u>



City Council Staff Report

DATE: MARCH 1, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION
DISTRICT: 1
SUBJECT: APPROVE CONSULTANT AGREEMENT WITH MNS ENGINEERS
INC. FOR PN 669, SR138(SR14) & 10th STREET WEST WIDENING,
IN THE AMOUNT OF \$191,800.

ISSUE

Approve Consultant Agreement with MNS Engineers, Inc. for PN 669, SR138(SR14) & 10th Street West Widening, in the amount of \$191,800.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8233, with MNS Engineers, Inc. for PN 669, SR138(SR14) & 10th Street West Widening, in the amount of \$191,800.
2. Authorize the City Manager or her designee to execute Agreement No. A-8233, with MNS Engineers, Inc. including minimal and/or non-substantive changes.

BACKGROUND

The City of Palmdale identified the need for owner's representation services for PN 669 SR138(SR14) & 10th West Widening. In January 2023, MNS Engineers, Inc, an on-call engineering consultant, submitted a proposal to provide project management services and constructability review for this project. Due to current limited staffing, hiring a consultant to provide management services will ensure that the project continues forward. This project will improve the level of service by increasing capacity, reducing congestion, and improving overall operations and safety along 10th Street West, including its access to the Antelope Valley Mall and the Sierra Commons Shopping Area.

DISCUSSION

The consultant will act as the City's representative for this project. The following scope of work provides a brief description of tasks and responsibilities that MNS Engineers Inc. will provide to the city:

1. Project Management Services-MNS Engineers, Inc. will provide Project Management Services to the City to oversee the timely delivery of the 10th Street West Project through the bidding phase. MNS will provide services necessary to verify the project meets City standards and expectations.

2. Constructability Review – MNS Engineers, Inc. will perform a Constructability Review of the project plans and specifications and provide comments and recommendations based upon construction experience and project understanding. The review will include review of the supporting documents and construction estimate. During the constructability review, MNS Engineers, Inc. will identify missing details, time considerations, deficiencies, and potential coordination issues. MNS Engineers, Inc. will provide a constructability report to the city and discuss findings with the city. This report will include a listing of specification review comments referenced by specification section and page number. Review comments of the drawings listing sheet number and appropriate detail reference.

FISCAL IMPACT

The SR138(SR14) & 10th West Widening project is funded through Measure R grants and budgeted in Account No. S0050208-724525-3026. The fiscal impact and remaining account balance can be seen in the following table.

SCOPE OF WORK		COST
PN 669 – Owner's Rep Services		\$191,800
Administrative		\$20,000
Contingency		\$20,000
Total Cost:		\$231,800
Account Number	Starting Balance	Remaining Balance
S0050208-724525-3026	\$23,667,372	\$23,435,572

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:	Lynn Glidden, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, Interim City Attorney

ATTACHMENTS

Agreement No. A-8233

AGREEMENT NO. A-8233
CONTRACT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE CITY OF PALMDALE AND MNS Engineers, Inc.

THIS CONTRACT FOR DESIGN PROFESSIONAL SERVICES ("Contract" herein) is made and entered into by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and MNS Engineers, Inc. (hereinafter called "PROJECT DESIGNER"). This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS, City desires to engage PROJECT DESIGNER to perform certain technical and professional services, as provided herein, in connection with that certain project identified as PN 669 SR138 (SR14) & 10th Street West Widening.

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

WHEREAS, PROJECT DESIGNER desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

1.1 The City hereby engages PROJECT DESIGNER, and PROJECT DESIGNER accepts such engagement, to perform the following design professional services in a manner satisfactory to CITY:

PROJECT DESIGNER shall act as the CITY's representative for this project. The following scope of work provides a brief description of tasks and responsibilities that PROJECT DESIGNER shall provide to the CITY:

1. Project Management Services - PROJECT DESIGNER shall provide Project Management Services to the CITY to oversee the timely delivery of the 10th Street West Project through the bidding phase. MNS shall provide services necessary to verify the project meets CITY standards and expectations. The PROJECT DESIGNER shall:

- Serve as the CITY's Project Manager for project delivery through the Bidding Phase
- Oversee completion of the Bid Package by CITY consultants
- Coordinate and communicate with the CITY
- Oversee the implementation of the project environmental into the plans, specifications, and estimate (PSE)
- Ensure the project PSE documents conform with project funding guidelines
- Manage CITY consultants through R/W acquisition phase
- Conduct project funding review and alternative funding strategies

-Conduct overall program management of the project

2. Constructability Review - PROJECT DESIGNER shall perform a Constructability Review of the project plans and specifications and provide comments and recommendations based upon construction experience and project understanding. The review shall include review of the supporting documents and construction estimate. During the constructability review, PROJECT DESIGNER shall identify missing details, time considerations, deficiencies, and potential coordination issues. PROJECT DESIGNER shall:

-Verify the plans and specifications are unambiguous, comprehensive, consistent, and buildable

-Verify items of work have adequately defined scope and pay mechanisms.

-Review permit, utility, and geotechnical provisions

-Review project working days and staging

PROJECT DESIGNER shall provide a constructability report to and discuss finding with CITY. This report shall include a listing of specification review comments referenced by specification section and page number. Review comments of the drawing shall list sheet number and appropriate detail reference.

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 PROJECT DESIGNER 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 PROJECT DESIGNER, 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 design professional services required by this Contract, PROJECT DESIGNER shall act under the authority and approval of a Project Manager appointed by the Director of Public Works/designee. The City Project Manager will oversee the work under this Contract, assist PROJECT DESIGNER with any necessary information, audit billings, and approve payments. PROJECT DESIGNER shall channel reports, deliverables and special requests through the City Project Manager.

3 PROJECT DESIGNER'S KEY PERSONNEL

PROJECT DESIGNER's Team and Key Personnel are as follows:

Jeff Edwards.....Vice President/Government Services
Robert Newman
Senior Project Manager
Principal Engineer
Senior Project Engineer
Construction Manager
Stormwater Lead
Environmental Technician
Supervising Project Surveyor

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

4 COMMENCEMENT AND COMPLETION OF WORK

The services for the Project shall commence when CITY, acting by and through its Project Manager, issues a written authorization to proceed. PROJECT DESIGNER shall complete all work described in the Description of Work and submit final deliverables within five hundred (500) calendar days of said authorization. PROJECT DESIGNER shall have no claim for compensation for any services or work, which has not been authorized by CITY's authorization to proceed.

5 TAXES

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

5.2 PROJECT DESIGNER 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 PROJECT DESIGNER or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

5.3 PROJECT DESIGNER 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

PROJECT DESIGNER 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. PROJECT DESIGNER 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

7.1 PROJECT DESIGNER 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. PROJECT DESIGNER 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.

7.2 PROJECT DESIGNER shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. PROJECT DESIGNER shall ensure there are no conflicts among the Contract Documents including, but not limited to, the CITY's Standard Specifications and Special Provisions for Construction Contracts, the plans and specifications prepared by PROJECT DESIGNER, any standard details or specifications incorporated therein by reference, and the Construction Contract.

8 PROJECT DESIGNER'S PERSONNEL

8.1 All services required under this Contract shall be performed by PROJECT DESIGNER, or under PROJECT DESIGNER'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 PROJECT DESIGNER 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 PROJECT DESIGNER shall be responsible for payment of all PROJECT DESIGNER's employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

8.4 PROJECT DESIGNER shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from PROJECT DESIGNER's acts or omissions with

respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

8.5 PROJECT DESIGNER shall pay, if required by applicable law, not less than the general prevailing hourly wage rates, as determined by the Director of the Department of Industrial Relations pursuant to the California Labor Code, for each craft, classification, or type of worker needed to perform the Contract. Copies of the prevailing rate of per diem wages are on file in the office of the Director of Public Works.

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, Scope of Services, CITY shall pay to PROJECT DESIGNER an amount not to exceed the sum of One hundred ninety one thousand eight hundred dollars (\$191800), as follows:

TASK.....	MNS RESOURCE HOURS.....	COSTS
Task 1		
Project Initiation.....	40.....	\$10,000
Project Management Services.....	480.....	\$120,000
Task 2		
Construction Engineering Support.....	334.....	\$61,800
TOTAL.....	854.....	\$191,800

PROJECT DESIGNER shall perform no work in excess of the total contract price without prior approval of CITY. Total contract price includes expenses related to travel to and from CITY to meet with City and to appear before City Council or any other board or commission of CITY.

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

9.3 PROJECT DESIGNER shall maintain adequate records and shall permit inspection and audit by CITY of PROJECT DESIGNER's charges under this Contract. PROJECT DESIGNER 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 PROJECT DESIGNER 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 PROJECT DESIGNER shall retain its records for the time required by such laws.

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

10 INDEMNIFICATION

To the fullest extent of the law, and consistent with Civil Code section 2782.8, PROJECT DESIGNER agrees to defend, indemnify, hold free and harmless the CITY, its elected and appointed officials, officers, agents and employees, at PROJECT DESIGNER's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against CITY, its elected and appointed officials, officers, agents, and employees to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the PROJECT DESIGNER, its employees, and/or authorized subcontractors, in performing design professional services pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the PROJECT DESIGNER, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of PROJECT DESIGNER, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected and appointed officials, officers, agents, and employees based upon such negligence, recklessness, or willful misconduct, whether or not the PROJECT DESIGNER, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the PROJECT DESIGNER shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole or active negligence or willful misconduct of the CITY. Further, in no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault, unless otherwise specified in Civil Code section 2782.8. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or PROJECT DESIGNER's Proposal, which shall be of no force and effect.

11 INSURANCE

11.1 PROJECT DESIGNER, 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 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 PROJECT DESIGNER'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 that: "The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".
- B. "Severability of Interest" clause.

11.4 Promptly on execution of this Contract, and prior to commencement of any work, PROJECT DESIGNER shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that PROJECT DESIGNER has the required coverage and showing the required named insureds. Within five (5) days of written request from CITY, PROJECT DESIGNER 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 PROJECT DESIGNER are not intended to and shall not in any manner limit or qualify PROJECT DESIGNER's liabilities and obligations under this Contract.

11.6 Any policy or policies of insurance that PROJECT DESIGNER 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 coverages 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", PROJECT DESIGNER 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 PROJECT DESIGNER, 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 PROJECT DESIGNER 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 PROJECT DESIGNER 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 PROJECT DESIGNER shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be PROJECT DESIGNER's sole risk. PROJECT DESIGNER'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, PROJECT DESIGNER shall immediately stop all work hereunder, and shall

immediately cause any of its suppliers and sub-consultants to cease such work. PROJECT DESIGNER 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 PROJECT DESIGNER 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 PROJECT DESIGNER 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 PROJECT DESIGNER 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 PROJECT DESIGNER 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 PROJECT DESIGNER to provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by the PROJECT DESIGNER. Upon such termination, the PROJECT DESIGNER 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 PROJECT DESIGNER to complete the services. In the event no new PROJECT DESIGNER is employed, the PROJECT DESIGNER 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 drawings, and to other 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 the PROJECT DESIGNER 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 PROJECT DESIGNER 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, tracings, drawings, plans, specifications, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of, CITY. PROJECT DESIGNER shall furnish CITY, upon its request, originals or reproducible or electronic copies of technical specifications and of all other documents listed above. PROJECT DESIGNER shall endorse, by his professional seal, all plans and data furnished by him.

16 RE-USE OF DOCUMENTS

The parties agree the documents, drawings, specifications, and designs, although the property of CITY, are prepared for a specific project and are not intended nor represented by PROJECT DESIGNER to be suitable for re-use for any other project. Any reuse without written verification or adaptation by PROJECT DESIGNER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to PROJECT DESIGNER.

17 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

17.1 PROJECT DESIGNER 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 PROJECT DESIGNER 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, delegee 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, delegee or subcontractor shall include the following:

- A. The amount involved, together with PROJECT DESIGNER's analysis of such cost or price; and
- B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.
- C. The requirement to hire only those persons authorized by federal law to work in the United States.

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

18 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

18.1 In performance of this Contract, PROJECT DESIGNER 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. PROJECT DESIGNER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, national origin, handicap, 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.

18.2 The provisions of subsection 18.1 above shall be included in all solicitations or advertisements placed by or on behalf of PROJECT DESIGNER for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of PROJECT DESIGNER 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.

19 FINANCIAL INTEREST CERTIFICATION

19.1 PROJECT DESIGNER 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 PROJECT DESIGNER's firm.

19.2 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.

20 CONFLICT OF INTEREST

20.1 PROJECT DESIGNER 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 PROJECT DESIGNER 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.

20.2 PROJECT DESIGNER shall not employ any City official or employee to perform any work required pursuant to this Contract.

20.3 If PROJECT DESIGNER is a registered professional engineer or licensed land surveyor and the scope of work requires PROJECT DESIGNER's recommendation of the actual formula to spread the costs of an assessment district's improvements, then PROJECT DESIGNER 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) PROJECT DESIGNER 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 PROJECT DESIGNER received the income. In the event a conflict of interest does arise in that context, City shall select a different PROJECT DESIGNER 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 PROJECT DESIGNER.

20.4 To the extent required by the City Manager/designee, PROJECT DESIGNER 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.

21 COMPLIANCE WITH LAW

21.1 PROJECT DESIGNER 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 PROJECT DESIGNER uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by PROJECT DESIGNER.

21.2 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.

22 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.

23 ENTIRE CONTRACT AND AMENDMENTS

23.1 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.

23.2 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 PROJECT DESIGNER hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

23.3 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.

24 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:

MNS Engineers, Inc.:

SIGNATURE AREA

SIGNATURE AREA

Laura Bettencourt
Mayor

Jeff Edwards
Vice President

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
39300 Sierra Highway
Palmdale, CA 93550

ADDRESS FOR NOTICE:
MNS Engineers, Inc.
100 E. Thousand Oaks, CA 91360

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley III
Interim City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
Acting City Clerk

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

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



City Council Staff Report

DATE: MARCH 1, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS
ENGINEERING DIVISION

DISTRICT: 4

SUBJECT: ADOPT RESOLUTION NO. CC 2023-010 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADOPTING THE JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING IN BEHALF OF THE LOS ANGELES COUNTY GENERAL FUND, LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, AND THE LOS ANGELES COUNTY FLOOD CONTROL, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF THE ANTELOPE VALLEY CEMETERY DISTRICT, THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, CITY OF PALMDALE, AND THE PALMDALE WATER DISTRICT - WESTMONT APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION 20-101 TO COUNTY SANITATION DISTRICT NO. 20.

ISSUE

Adopt Resolution No. CC 2023-010, A Resolution of the City Council of the City of Palmdale adopting the Joint Resolution of the Board of Supervisors of the County of Los Angeles acting in behalf of the Los Angeles County General Fund, Los Angeles County Consolidated Fire Protection District, and the Los Angeles County Flood Control, the Board of Directors of the County Sanitation District No. 20 of Los Angeles County, and the governing bodies of the Antelope Valley Cemetery District, Antelope Valley Mosquito and Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, and the Palmdale Water District - Westmont approving and accepting negotiated exchange of property tax revenues resulting from Annexation No. 20-101 to County Sanitation District No. 20.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2023-010, a resolution of the City Council of the City of Palmdale adopting the Joint Tax Sharing

Resolution entitled “Annexation 20-101” with the County Sanitation District No. 20 of Los Angeles County.

BACKGROUND

In accordance with the Revenue and Tax Code (Sections 99 and 99.01) any time there is a jurisdictional change, the County Auditor is required to adjust the allocation of property tax revenue for local agencies whose service area or service responsibility would be altered by the jurisdictional change. This adjustment, or “Tax Sharing Agreement” determines the distribution of the annual property tax among all affected public agencies and special districts. In this case, the Pilot Gas Station and Antelope Valley Swap Meet located near the northwest corner of Pearblossom Highway and State Route 138 has requested annexation into the County Sanitation District (CSD) No. 20.

DISCUSSION

In the attached letter dated November 30, 2022, the County Sanitation District has requested that the City of Palmdale enter into a tax sharing agreement for the annexation of parcel numbers 3051-019-030, 3051-019-112, and 3051-021-022 as shown in Exhibit A, also known as the Pilot Gas Station and Antelope Valley Swap Meet.

The execution of the attached Joint Resolution will approve the tax sharing agreement by the City for the annexation of the subject property into the County Sanitation District No. 20 boundary. All public agencies and special districts that receive property tax revenues for this parcel execute and are a party to the same resolution.

Staff recommends that the City Council adopt Resolution No. CC 2023-010 authorizing the Mayor to execute the Joint Tax Sharing Resolution entitled Annexation No. 20-101 with the County Sanitation District No. 20 for the Pilot Gas Station and Antelope Valley Swap Meet.

FISCAL IMPACT

The current property tax share ratio for the City of Palmdale within the area of the Pilot Gas Station and Antelope Valley Swap Meet properties is 0.066247854 (6.6247%). This Council action will allocate 0.000562246 (0.0562%) of the overall tax share to the County Sanitation District No. 20 resulting in a net City tax share rate of 0.065685608 (6.5686%). For example, a \$10,000 increase in assessed value for a parcel will generate an additional \$100 in total property taxes. The City would receive \$6.5686 as a condition of the tax share and the Sanitation District would receive \$0.0562246. This allocation is made in accordance with the State Revenue and Taxation Code and the allocation formula is established and calculated by the County Auditor-Controller.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

1. Resolution No. CC 2023-010
2. Sanitation District of Los Angeles County Transmittal Letter
3. County Joint Resolution for Annexation No. 20-101
4. Property Tax Transfer Resolution Worksheet
5. Exhibit A, Annexation Map No. 101

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-010

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING IN BEHALF OF THE LOS ANGELES COUNTY GENERAL FUND, LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, AND THE LOS ANGELES COUNTY FLOOD CONTROL, THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF THE ANTELOPE VALLEY CEMETERY DISTRICT, ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, CITY OF PALMDALE, AND THE PALMDALE WATER DISTRICT – WESTMONT APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 20.

ANNEXATION NO. 101

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 20 entitled Annexation No. 101;

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 negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 20 in the annexation entitled Annexation No. 101 is approved and accepted.

SECTION 2. For each fiscal year commencing on and after July 1, 2022, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 20 a total of 0.4576613 percent of the annual

tax increment attributable to the land area encompassed within Annexation No. 101 as shown on the attached Worksheet.

SECTION 3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 20 as a result of annexation entitled Annexation No. 101.

SECTION 4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

SECTION 5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 20 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope valley Mosquito and Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, and the Palmdale Water District - Westmont, signatory hereto.

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

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

Approved as to form:

Laura Bettencourt, Mayor

ATTEST:

William P. Curley III
Interim City Attorney

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 March, 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting City Clerk



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

Robert C. Ferrante

Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

November 30, 2022

General Annexation File

Mr. Guillermo I. Padilla, City Engineer
City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550

Dear Mr. Padilla:

Tax Sharing Resolutions

Thank you for signing and returning the last joint resolutions that were submitted to your office for tax sharing purposes.

Enclosed, in triplicate, is a Joint Tax Sharing Resolution (resolution) involving your city and others. The applicant has requested, in writing, annexation of his property into the County Sanitation District No. 20 (District) in order to receive off-site disposal of sewage. Please see the table below for the annexation and its associated project. The annexation process requires that a resolution for property tax revenue exchange be adopted by all the affected local agencies before an annexation may be approved. For any jurisdictional change which will result in a special district providing new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01). Please note that by sharing the property tax increment with the District resulting from this annexation, your city will not lose any existing ad valorem tax revenue it currently receives from the affected territory. Your city would only be giving up a portion of the revenues it would receive on increased assessed valuation.

Annexation No.

20-101

Type of Project

one proposed shopping center

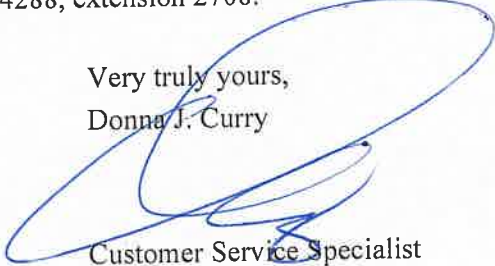
Also, attached for the annexation is a copy of the applicable worksheet and map showing the location of the annexation. The worksheet lists the annual tax increment to be exchanged between your city, other affected taxing entities, and the District. The tax sharing ratios listed in the worksheet were calculated by the County Auditor Controller by specific Tax Rate Area (TRA). For example, if the annexing territory were to lie within two separate TRAs, there would be a worksheet for each TRA. The Los Angeles County Chief Executive Office (CEO) is requiring the District to implement the worksheet for all District annexations in order to increase efficiency for the calculation of property tax sharing ratios.

November 30, 2022

The resolution is being distributed to all parties for signature in counterpart. Therefore, you will only be receiving a signature page for your city. Enclosed are three sets of the resolution. One set of the resolution is for your files and the other two sets of the resolution need to be returned to the District. Please execute the two sets of the resolution and return them to the undersigned within 60 days as required by the Government Code. In addition, the County CEO's legal counsel is also requesting that the signature pages be properly executed from all affected agencies. Therefore, please have the Attest line signed by the appropriate person. Upon completion of the annexation process, your office will receive a fully executed copy of the tax sharing resolution for your files.

Your continued cooperation in this matter is very much appreciated. If you have any questions, please do not hesitate to call me at (562) 908-4288, extension 2708.

Very truly yours,
Donna J. Curry



Customer Service Specialist
Facilities Planning Department

DC:dc

Enclosures: 20-101

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES
COUNTY, AND THE GOVERNING BODIES OF

Antelope Valley Cemetery District

Antelope Valley Mosquito & Vector Control District

Antelope Valley Resource Conservation District

City of Palmdale

Palmdale Water District - Westmont

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES
RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 20.

"ANNEXATION NO. 101"

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 20 entitled *Annexation No. 101*;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 20 in the annexation entitled *Annexation No. 101* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2022, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 20 a total of 0.457661 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 101* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 20 as a result of annexation entitled *Annexation No. 101*.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 20 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Mosquito & Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, and Palmdale Water District - Westmont, signatory hereto.

CITY OF PALMDALE

SIGNATURE

ATTEST:

PRINT NAME AND TITLE

Secretary

Date

(SIGNED IN COUNTERPART)

ANNEXATION TO: CO.SANITATION DIST.NO 20 DEBT S.
 ACCOUNT NUMBER: 066.75
 TRA: 07424
 EFFECTIVE DATE: 07/01/2022
 ANNEXATION NUMBER: 101
 PROJECT NAME: A-20-101
 DISTRICT SHARE: 0.008487011

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.203636704	20.3648 %	0.008487011	0.001728276	-0.001782349	0.201854355
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000103020	0.0103 %	0.008487011	0.0000000874	0.000000000	0.000103020
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.159672918	15.9672 %	0.008487011	0.001355145	-0.001355145	0.158317773
007.31	L A C FIRE-FFW	0.006268336	0.6268 %	0.008487011	0.000053199	0.000000000	0.006268336
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001496883	0.1496 %	0.008487011	0.000012704	-0.000012704	0.001484179
030.70	LA CO FLOOD CONTROL MAINT	0.008461529	0.8461 %	0.008487011	0.000071813	-0.000071813	0.008389716
053.30	ANTELOPE VY CEMETERÝ DISTRICT	0.000375757	0.0375 %	0.008487011	0.000003189	-0.000003189	0.000372568
061.05	ANTELOPE VLY MOSQ & VECTOR CONTR	0.001530698	0.1530 %	0.008487011	0.000012991	-0.000012991	0.001517707
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.000860118	0.0860 %	0.008487011	0.000007299	-0.000007299	0.000852819
225.01	CITY-PALMDALE TD #1	0.066247854	6.6247 %	0.008487011	0.000562246	-0.000562246	0.065685608
308.65	PALMDALE WATER DIST ZONE E	0.038866079	3.8866 %	0.008487011	0.000329856	-0.000329856	0.038536223
308.67	PALMDALE WATER-WESTMONT IMP DIST	0.051728623	5.1728 %	0.008487011	0.000439021	-0.000439021	0.051289602
400.00	EDUCATIONAL REV AUGMENTATION FD	0.112491222	11.2491 %	0.008487011	0.000954714	EXEMPT	0.112491222
400.01	EDUCATIONAL AUG FD IMPOUND	0.132210384	13.2210 %	0.008487011	0.001122070	EXEMPT	0.132210384
400.15	COUNTY SCHOOL SERVICES	0.001289414	0.1289 %	0.008487011	0.000010943	EXEMPT	0.001289414
400.21	CHILDREN'S INSTIL TUITION FUND	0.002558888	0.2558 %	0.008487011	0.000021717	EXEMPT	0.002558888
593.01	PALMDALE SCHOOL DISTRICT	0.045830675	4.5830 %	0.008487011	0.000388965	EXEMPT	0.045830675
593.06	CO.SCH.SERV.FD.- PALMDALE	0.008135269	0.8135 %	0.008487011	0.000069044	EXEMPT	0.008135269
593.07	DEV CTR HDCPD MINOR PALMDALE	0.000770990	0.0770 %	0.008487011	0.000006543	EXEMPT	0.000770990

ANNEXATION NUMBER: 101		PROJECT NAME: A-20-101		TRA: 07424			
ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
717.02	ANTELOPE VALLEY UNION HIGH SCH.	0.088946270	8.8946 %	0.008487011	0.000754887	EXEMPT	0.088946270
717.06	CO.SCH.SERV.PD.- ANTELOPE VALLEY	0.000325677	0.0325 %	0.008487011	0.000002764	EXEMPT	0.000325677
717.08	ANTELOPE VY.UN.HI.-K.P.S.-ELEM	0.043494444	4.3494 %	0.008487011	0.000369137	EXEMPT	0.043494444
792.04	ANTELOPE VY.JT. COMMUNITY COLL.	0.024698248	2.4698 %	0.008487011	0.000209614	EXEMPT	0.024698248
***066.75	CO.SANITATION DIST.NO 20 DEBT S.	0.000000000	0.0000 %	0.008487011	0.000000000	0.000000000	0.004576613
TOTAL:		1.000000000	100.0000 %		0.008487011	-0.004576613	1.000000000



SEC 4₉

87
12-12-2011

TRUE POINT
OF BEGINNING
OF PARCEL 1

POINT OF
BEGINNING
OF PARCEL 1 & 2

80
02-03-2010

BK 53880 / 215 O.R.
INST. NO. 1845, 3-12-1957

APN 3051-019-030
INST. NO. 2050 5-10-1957

R.S. 178 / 45
(INST. NO. 1824
RECORDED 7/28/1957 O.R.)

TRUE POINT
OF BEGINNING
OF PARCEL 2

R.S. 63 / 8
APN 3051-021-022

TR N 52029, M.B.
08-31-1992

SW COR., SE 1/4,
SEC. 4, T5N,
R11W, S.B.M.

UNINCORPORATED
TERRITORY
NE 1/4, SEC 9
T5N, R11W

INST NO 04 3194362
DATED 12/10/2004
S.B.M.

Annexation No. 101 shown thus

Boundary of County Sanitation District No. 20 prior

to Annexation No. 101 shown thus

Prior Annexations shown thus

City Boundary

PARCEL 1

PARCEL 2

TOTAL

"FOR TAX ASSESSMENT
PURPOSES ONLY"

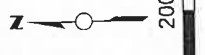
LA County Assessor's Landbase,
CAMS Centeline, DPW City boundary
LA County Sanitation Districts:
Annexation Layer and District Layer

COURSE DATA

PARCEL 1

- L1 N 00°03'35" W 28.62' L6 S 89°57'27" E 520.22'
- L2 N 00°03'35" W 260.76' L7 S 48°46'13" E 1405.95'
- L3 N 41°13'47" E 50.00' L8 S 22°11'10" W 292.99'
- L4 S 48°46'13" E 496.58' L9 N 89°55'59" W 1465.71'
- L5 N 89°57'27" W 406.12' L10 N 89°55'50" W 239.42'
- L11 N 00°03'35" W 624.02'
- L12 S 89°55'32" E 50.67'
- L13 N 00°03'35" W 572.13'
- L14 N 89°55'48" E 188.75'

PARCEL 2



COUNTY SANITATION DISTRICT NO. 20
OF LOS ANGELES COUNTY, CA
OFFICE OF CHIEF ENGINEER
ROBERT C. FERRANTE
CHIEF ENGINEER & GENERAL MANAGER

ANNEXATION NO. 101
TO

COUNTY SANITATION DISTRICT NO. 20
Recorded:



City Council Staff Report

DATE: MARCH 1, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION
DISTRICT: ALL
SUBJECT: ADOPT RESOLUTION NO. CC 2023-012, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE APPLICATION FOR LOCAL STREETS AND ROADS FUNDS AUTHORIZED UNDER ARTICLE 8 OF THE TRANSPORTATION DEVELOPMENT ACT.

ISSUE

Adopt Resolution No. CC 2023-012, a Resolution of the City Council of the City of Palmdale approving the application for Local Streets and Roads Funds authorized under Article 8 of the Transportation Development Act.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2023-012 for the purpose of approving the application for Local Streets and Roads Funds authorized under Article 8 of the Transportation Development.
2. Authorize the Director of Public Works as the City's authorized signature and designated contact person for allocation of Transportation Development Act (TDA) funds for street and road improvements.

BACKGROUND

Transportation Development Act (TDA) Article 8 funds are intended to fund unmet transit needs in areas outside the Metro service area, i.e., North Los Angeles County and Santa Catalina Island. However, if there are no unmet transit needs in these areas that are reasonable to meet, the Article 8 funds can be used for streets and roads expenditures. A public hearing must be held each year in each of the eligible areas to determine whether there are unmet transit needs and whether they can be met using an allocation of Article 8 funds. Since the City of Palmdale has met its unmet public transportation needs through an agreement with Antelope Valley Transit Authority (AVTA) to provide

public transportation in the City of Palmdale, the allocation of Transportation Development Act funds will be used for minor street and road improvements.

Article 8 claims are filed by the Cities of Avalon, Lancaster, Palmdale, Santa Clarita and the County (for the unincorporated area in the North Los Angeles County and unincorporated Santa Catalina Island outside the Metro service area). In expending Article 8 monies for Local Streets and Roads purposes, the State Controller's Guidelines on Gas Tax Expenditures (Sections 100-400) are used as general guidance for eligible use of funds.

DISCUSSION

The Los Angeles County Metropolitan Transportation Authority (Metro) adopted the FY 2022-23 Transportation Development Act (TDA) Article 8 allocations on June 23, 2022. To claim and receive funds the City must submit the claim forms and approved resolution no later than June 30, 2023. Staff recommends that the City Council approve Resolution No. 2023-012 approving the application for Local Streets and Roads Funds authorized under Article 8 of the Transportation Development.

FISCAL IMPACT

Annual allocation of TDA Article 8 revenue for FY 2022-23 in the amount of \$8,658,196 and estimated interest income of \$10,000 is budgeted and will be used for local streets and roads projects. To ensure that TDA funds are spent in a timely manner and that interest earned on these funds are accrued, allocated and expended consistently with the original allocations, local jurisdictions can claim each year only the funds needed for expenditures anticipated within the fiscal year.

The following expenditures are budgeted or will be encumbered for FY 2022-23:

ACCOUNT NUMBER	PROJECT DESCRIPTION	TDA 8 AMOUNT
20732003	Traffic Signal Maintenance	1,698,310
20732004	Traffic Engineering	816,090
20716001	GIS Operations	410,560
2071500	Operating Expenditures - Transfers	80,000
S0025207	Street Resurfacing Program FY 2023	3,833,412
S0058207	Ave R Complete Streets	1,312,694
S0062207	County Payment Program – FY 2023	517,130
	TOTAL EXPENDITURES	\$8,668,196

Los Angeles County Metropolitan Authority (LACMTA) has a policy that all allocation funds claimed and received must be spent or encumbered through August each year, any unencumbered funds remaining in local jurisdictions accounts on June 30 of the fiscal year must be returned to Metro for placement on reserve and future drawdown by the jurisdiction.

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:	Lynn Glidden P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P, Curley, III, Interim City Attorney

ATTACHMENTS

Resolution No. CC 2023-012
TDA Claim Forms FY 2023

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

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

Approved as to form:

Laura Bettencourt, Mayor

ATTEST:

William P. Curley, III.
Interim City Attorney

Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 1st day of March, 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting City Clerk

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

FY 2022-23 TDA ARTICLE 8 (PUC 99400) CLAIM FORM

PART I

Joyce Workman, Sr. Management Analyst 661-267-5423
CONTACT PERSON PHONE

City of Palmdale
CLAIMANT/PAYMENT RECIPIENT

ADDRESS
38300 Sierra Highway
Palmdale, CA 93550

City of Palmdale Lynn Glidden, P.E., Director of Public Works
SEND CHECK ATTENTION TO (NAME AND TITLE)

PART II

REQUEST FOR DISBURSEMENT AND RESERVES:	AMOUNT
Disbursement from FY 2022-23 Allocation	\$ <u>8,658,196</u>
Disbursement from Prior-Year Reserves	\$ <u>-0-</u>
TOTAL DISBURSEMENT REQUESTED	\$ <u>8,658,196</u>
Reserve for Future Disbursement	\$ <u>-0-</u>

CONDITION OF APPROVAL: Approval of this claim and payment by the County Auditor to this claimant are subject to monies being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim and Metro allocation instructions.


AUTHORIZED SIGNATURE

Lynn Glidden, P.E., Director of Public Works
Print Name and Title

2/6/2023
Date

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

TDA ARTICLE 8

PART III

FY 2022-23 STATEMENT OF REVENUE AND EXPENSES

CLAIMANT: City of Palmdale

TDA ARTICLE 8 REVENUES & EXPENSES OF CLAIMANT

		FY 2021-22 Estimated	FY 2022-23 Proposed
Beginning Year Balance	1)	\$1,110,120	\$-0-
<u>Revenue:</u>			
Disbursements: Allocations and Draw-downs	2)	\$6,761,100	\$8,658,196
Interest	3)	\$10,000	\$10,000
TOTAL REVENUE (sum of lines 2 & 3)	4)	\$6,771,100	\$8,668,196
<u>Expenditures:</u>			
Funds returned to County Auditor	5)	\$-0-	\$-0-
Expenditures: Construction, Maintenance, and Operations expenditures	6)	\$7,881,220	\$8,668,196
TOTAL EXPENDITURES (sum of lines 5,6)	7)	\$7,881,220	\$8,668,196
End of Year Balance: (Line 1 plus line 4, minus line 7)	8)	\$-0-	\$-0-

I certify that the information on this financial reporting form accurately and to the best of my knowledge reflects revenues, expenditures, and balances of TDA Article 8 funds held by the city I represent.



Signature of Chief Administrative Officer,
Chief Financial Officer, or approved designee:

2/6/2023

Date

By: Title Director of Public Works

Name Lynn Glidden, P.E.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

TDA ARTICLE 8

PART IV

PROJECT INFORMATION FORM

(For **current year** streets and roads and transit capital projects)

Claimant: City of Palmdale

PROJECT NUMBER	PROJECT DESCRIPTION	TDA ARTICLE 8 FUNDS	OTHER FUNDS	TOTAL	COMPLETION EXPECTED
23-001	Street Resurfacing (FY 22) Program - (S0025)	\$3,833,412	\$16,013,578	\$19,846,990	6/30/2023
23-002	Ave R Complete Streets - (S0058)	\$1,312,694	\$11,862,980	\$13,175,674	6/30/2023
23-003	County Pavement Program - (S0062)	\$517,130	\$938,240	\$1,455,370	6/30/2023
23-004	GIS Operations (20716001)	\$410,560	\$0	\$410,560	6/30/2023
23-005	Traffic Signal Maint (20732003)	\$1,698,310	\$0	\$1,698,310	6/30/2023
23-006	Traffic Engineering (20732004)	\$816,090	\$0	\$816,090	6/30/2023
23-007	Operating Expenditures - (800101)	\$80,000	\$0	\$80,000	6/30/2023
	TOTAL	\$8,668,196	\$28,814,798	\$37,482,994	

PART V

RESERVE PROJECT INFORMATION

(For **future year** streets and roads or transit capital projects only)

PROJECT DESCRIPTION	ANTICIPATED YEAR OF USE	TDA AMOUNT
N/A		

TOTAL _____

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

PART VI TRANSIT ASSURANCES
(For current year transit operations only)

Claimant: City of Palmdale Fiscal Year: 22-23

PLEASE INITIAL ALL APPLICABLE PARAGRAPHS PURSUANT TO WHICH THE CLAIM IS BEING SUBMITTED.

Initial

1. **90-DAY ANNUAL REPORT (STATE CONTROLLER'S REPORT)** AG

Claimant certifies that is has submitted a State Controller's Report in conformance with the Uniform System of Accounts and Records, to SCAG, METRO, and the State Controller, pursuant to PUC Section 99243, for the prior year (project year minus two). Claimant assures that this report will be completed for the current fiscal year (Project year minus one), and submitted no later than 90 days after the close of the fiscal year.

2. **REVENUE RATIOS FOR NEWER URBANIZED AREA OPERATORS** _____

Claimant filing a claim pursuant to PUC Section 99268.3 certifies that it will maintain for the project year at least that ration of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 20 percent; claimant further assures, for the project year, that is reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 20 percent for the project year.

3. **REVENUE RATIOS FOR NEWER NON-URBANIZED AREA OPERATORS** _____

Claimant filing a claim pursuant to PUC Section 99268.4 certifies that it will maintain for the project year at least that ration of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 10 percent; claimant further assures, for the project year, that is reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 10 percent.

4. **REVENUE RATIOS FOR EXCLUSIVE SERVICES TO ELDERLY AND HANDICAPPED** _____

Claimant filing a claim pursuant to PUC Section 99268.5 certifies that, for the purpose of the claim, it provides services using vehicles for the exclusive use of elderly and handicapped persons.

Initial

5. CHP CERTIFICATION

Claimant filing a claim for Local Transportation Funds has included in the claim a certification completed within the last 13 months by the California Highway Patrol indicating compliance with Vehicle Code Section 1808.1, indicating that the operator has participated in a "pull notice system" to examine driver's records, as specified in PUC Sec. 99251.

6. REDUCED TRANSIT FARES

Claimants of TDA funds who offer reduced fares to senior citizens certify that: (a) The Federal Medicare Identification Card is sufficient identification to receive senior citizen reduced fares if such fares are available; and (b) A disabled person or disabled veteran identification card issued pursuant to subdivision (d) of Vehicle Code Sections 22511.5 or 2511.9 (whichever is applicable) is sufficient identification to receive disabled person reduced fares if such reduced fares are available.

City of Palmdale
(Legal name of Applicant/Claimant)


(Authorizing Signature/Date)

Lynn Glidden P.E., Director of Public Works
(Print Name & Title)



City Council Staff Report

DATE: MARCH 1, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: CITY MANAGER DEPARTMENT
DISTRICT: ALL
SUBJECT: APPROVE AGREEMENT WITH THE WELLBEING LAB dba LOUIS ALLORO, LLC TO PROVIDE CERTIFICATE IN APPLIED POSITIVE PSYCHOLOGY PROGRAM (CAPP) IN AN AMOUNT NOT TO EXCEED \$275,000

ISSUE

Approve Agreement No. A-8208 with The Wellbeing Lab dba Louis Alloro, LLC to provide Certificate In Applied Positive Psychology Program in an amount not to exceed \$275,000.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8208 with The Wellbeing Lab dba Louis Alloro, LLC to provide Certificate in Applied Positive Psychology Program (CAPP) in an amount not to exceed \$275,000; and,
2. Authorize the City Manager or her designee to execute Agreement No. A-8208 with The Wellbeing Lab dba Louis Alloro, LLC, including minimal and/or non-substantiative changes.

BACKGROUND

In 2021, in response to the community's expressed strong interest in making wellbeing resources more widely available, the City offered the Certificate in Applied Positive Psychology Program (CAPP).

CAPP provides guidance and support in helping teams thrive even in the face of ongoing turbulence, uncertainty, disappointment, depression, or worse. Research shows that wellbeing, the ability to feel good and function effectively, helps us create the workplaces, schools, organizations, and communities that are also optimally functioning. The program provides intelligent, evidence-based insights and tools that deliver measurable results.

Over 35 community members comprised of residents, medical providers, schools, non-profits participated in the first CAPP cohort and executed on impact projects such as:

Welcome Home Ceremony for Vietnam Veterans: a celebration for veterans whose original homecoming was an extremely negative experience. This day-long event featured 1960s inspired music and food and helped our beloved Veterans feel like heroes, fostering new neural networks around our gratitude and appreciation for their service;

Healing Garden: a public park and garden space built by the cohort for Veterans and other community members to have healing experiences;

The Senior Wellbeing Experience: a half-day experiential workshop focused on the mental, physical, and emotional wellbeing of seniors, and provided an opportunity for social engagement within a “safe space,” as one way to combat the senior loneliness epidemic;

You Women Matter: a day-long event that offered a hand-up for unhoused women in the Antelope Valley to experience a state of wellbeing, be nourished and counseled, as well as connected to resources to restore them to a state of wellbeing in all areas of their lives; i.e., physically, mentally, emotionally, spiritually, relationally, and financially;

Reinvigorating Entrepreneurs Workshop: a day-long experience of workshops on wellbeing, post-traumatic growth, strengths, and resources to support thriving local entrepreneurs and business;

Zen Academy: a once-per-week class held prior to the school day for 5th–8th grade students, focusing on managing emotions, leaning positive coping skills, working on social skills and building positive relationships; and,

Strong Families and Youth: a team dedicated to working with high school students to identify strengths and create psychological safety to explore challenges and triumphs of being a teen.

Based on the participants’ positive experience throughout the program and their continued desire to conduct wellbeing efforts in the community, the City seeks to offer an additional cohort. The program meets the community’s desired interest in making wellbeing resources more widely available.

DISCUSSION

A Request for Proposal was released in October 2022. The City received two proposals that were reviewed by an evaluation committee. Qualified firms were rated based upon the following scoring methodology:

Criteria	Maximum Score
Proof of Successful Past Performance and Experience: - Demonstrated present and past work record performance of Certificate in Applied Positive Psychology Program (CAPP). - Reference Responses (Comments from references regarding	20 Points Maximum

Criteria	Maximum Score
Respondent's responsiveness to customer requirements, compliance with the contract terms, conditions, and products and work quality).	
Proposer's ability to perform general and specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. Project timeline and associated milestones are fair and reasonable. • Key Personnel Resumes – experience of key staff on comparable projects, or in performing comparable services • Clarity of project milestones and timeline for completion.	35 Points Maximum
Cost Proposal. Mathematically calculated based upon the reasonableness of the cost or price proposed for services. Competitiveness of the price with the other proposals received and least amount of risk. Completeness and adequacy of data in support of the figures quoted, and the basis which prices are quoted.	20 Points Maximum
Technical, Plan, & Scheduled Approach. • Demonstrate the company's ability to deliver the requirements of this RFP. The overall quality of the proposed plan for performing the required services and the demonstration of a clear understanding of the project. • Quality of RFP response is based on the overall quality and presentation of the proposer's response documents. Responses that are complete, and organized and provide all relevant materials to properly evaluate the response and the company.	25 Points Maximum
TOTAL POINTS	100

Bidders were required to provide, including but not limited to: 1) a detailed breakdown of the CAPP curriculum, length of program, proposed meetings dates and sessions, learning material; 2) provide details or participate recruitments and retention process; 3) methods utilized to measure wellbeing in the community and distribution method and process of the results.

The following firms submitted statements of qualifications and proposal packages:

Bidder	Location
1. The Flourishing Center	New York, New York
2. Wellbeing Lab	Claremont, CA

The evaluation team identified the bidder with exceptional qualifications and based on the best value for the City, staff recommends that the City Council award this project to The Wellbeing Lab dba Louis Alloro, LLC in the not to exceed amount of \$275,000.00.

FISCAL IMPACT

Report to Mayor and City Council

Re: Approve Agreement A-8208 with The Wellbeing Lab dba Louis Alloro, LLC

March 1, 2023

Page 4

Funds for this program have been allocated under maintaining a healthy community and mental health resources within ARPA Funding; account 15818501-737100-1305 for FY 2023. The fiscal impact will be in an amount not to exceed \$275,000; the exact amount will be determined by the final number of confirmed cohort participants. There is a minimum enrollment of 30 and maximum of 50.

STRATEGIC PLAN

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

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

D. Develop and maintain diverse programs and events that inspire growth, pride and lifelong learning.

Prepared by:

Certified as to availability of Funds:

Approved by:

Approved as to form:

Nardy Lopez, Assistant to the City Manager

Janelle Samson, Director of Finance

Ronda Perez, City Manager

William P. Curley, III, Special Counsel

ATTACHMENTS

Agreement No. 8208

**AGREEMENT NO. A-8208
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND THE WELLBEING LAB dba LOUIS
ALLORO, LLC
ARPA FUNDING**

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and THE WELLBEING LAB dba LOUIS ALLORO, LLC, a Limited Liability Company, (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

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

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

1 CITY PROJECT MANAGER

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

2 DESCRIPTION OF WORK

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

CONTRACTOR's Scope of Work attached as Exhibit "D"

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

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

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

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

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

2.6 CONTRACTOR, understands, acknowledges, and agrees that the funding source for its work is from the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds (collectively "ARPA") and as such, CONTRACTOR is required to comply with the regulations associated with ARPA funds pursuant to 31 CFR Part 35. Those regulations and reporting requirements are set forth in Exhibit "A" attached hereto and incorporated herein by reference. By executing this Contract, CONTRACTOR agrees to comply with all such regulations and reporting requirements and shall familiarize itself with those requirements.

3 CONTRACTOR'S KEY PERSONNEL

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

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

CONTRACTOR's Team and Key Personnel are as follows:

Louis Alloro, partner and co-creator shall be the primary contact and lead 50% of this cohort.

Dr. Talma Shultz shall support the project as a coach and facilitator for 35% of this cohort.

Wellbeing Lab team including Dr. Michelle McQuaid shall support the additional 15% of this project.

The office that shall support this project is located at 412 Middlebury Court in Claremont, CA 91711

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

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

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

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

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

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

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

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

4 ACCEPTANCE AND DOCUMENTATION

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

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

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

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

5 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed TWO HUNDRED SEVENTY-FIVE THOUSAND dollars (\$275000.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

CONTRACTOR shall charge \$5,500.00 for each participant with a minimum of at least 30 participants and a maximum of 50 participants.

First payment on contract shall be 30% of the not to exceed amount of \$275,000.00; the balance of payments shall be distributed evenly on monthly basis, taking into account the total confirmed registered participants prior to commencement of first CAPP class.

CONTRACTOR shall provide all printed materials for all class sessions.

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

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

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

6 COMMENCEMENT AND COMPLETION OF WORK

6.1 The execution of this Contract by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when CITY, acting by and through its Project Manager, has issued an Authorization to Proceed. CONTRACTOR shall complete all the work described in Section 1 and be ready for final acceptance of the work within TEN (10) WORKING days following CONTRACTOR's receipt of Authorization to Proceed.

6.2 Time is of the essence. All of the time limits for Milestones, if any, and for completion of the work, are of the essence of this Contract.

6.3 Failure of CONTRACTOR to perform any covenant or condition contained herein within the time periods specified therein shall constitute a material breach of this Contract, entitling CITY to terminate this Contract, unless CONTRACTOR applies for and receives an extension of time in accordance with the procedures set forth herein.

7 TAXES

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

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

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

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

8 PATENT FEES AND ROYALTIES

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

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

9 INDEMNIFICATION

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

10 INSURANCE

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

Proof of Insurance, as identified in Section 10.8, must be reviewed and accepted by the City Attorney.

10.1.1 Workers' Compensation and Employer's Liability

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

\$1,000,000.00 each employee bodily injury by disease

10.1.2 Commercial General Liability

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

10.1.3 Commercial Automobile Liability

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

10.1.4 Professional Liability (Errors & Omissions) Insurance*

- \$1,000,000.00 limit on a per occurrence basis

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

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

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

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

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

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

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

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

10.8 Acceptable Proof of Insurance:

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

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

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

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

10.10 CONTRACTOR shall require any and all 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 10 will not be impacted and/or limited by such deviation.

11 TERMINATION WITHOUT CAUSE

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

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

12 TERMINATION FOR CAUSE

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

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

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

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

13 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONTRACTOR arising out of or relating to this Contract or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

14 OWNERSHIP OF PRODUCT

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

15 DELEGATION AND ASSIGNMENT

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

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

16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

16.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16.2 The provisions of subsection 16.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

17 FINANCIAL INTEREST CERTIFICATION

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

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

18 CONFLICT OF INTEREST

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

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

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

19 COMPLIANCE WITH LAW

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

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

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

20 NOTICES

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

21 ENTIRE AGREEMENT AND AMENDMENTS

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

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

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

22 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

THE WELLBEING LAB dba LOUIS
ALLORO, LLC:

SIGNATURE AREA

SIGNATURE AREA

Ronda Perez
City Manager

Louis Alloro
Director

SIGNATURE AREA

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

ADDRESS FOR NOTICE:
THE WELLBEING LAB dba LOUIS
ALLORO, LLC
412 Middlebury Court
Claremont, CA 91711

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
Interim City Attorney

ATTEST:

ATTEST: If Corporation

SIGNATURE AREA

SIGNATURE AREA

Roxanne Faber
Acting City Clerk

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"
ARPA REQUIREMENTS

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

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

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

1. CONTRACTOR, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. CONTRACTOR will be required to submit data showing compliance with the above.
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.
3. The Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) and all applicable standards, orders or regulations.
4. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regulations regarding restrictions on lobbying and required certificates.
5. Section 2 CFR 200.323 regarding Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (EPA guidelines at 40 CFR Part 247.
6. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.

EXHIBIT "B"
PREVAILING WAGE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

EXHIBIT "C"
WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

THE WELLBEING LAB dba LOUIS ALLORO, LLC
Contractor

By _____
Print Name

Signature

Title

Date

Section 3700 of the State Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

SCOPE OF WORK

The Certificate In Applied Positive Psychology (CAPP) program is an eight-month evidence-based, blended learning program for people who want an impactful, evidence-based, systems-oriented approaches for improving wellbeing across their entire community. One that goes beyond just 'knowing' better, to truly, with confidence, 'doing' better.

The course is organized around renowned University of Pennsylvania's Professor Martin Seligman's (2011) PERMAH model: Positive Emotions, Engagement, Relationships, Meaning, Accomplishment, and Health.

Through CAPP, participants will learn to:

- Make the science of wellbeing joyful, accessible and actionable in their own lives
- Help others thrive, even in times of struggle, and be better equipped with collaborative solutions to some of our shared social challenges
- Articulate a clear business case for wellbeing by sharing the social and economic impact wellbeing behaviors have on their workplace, school campus, or entire AV community
- Design psychologically safe spaces for teams, groups, and families to playfully experiment with more effective and joyful ways to support each other's wellbeing, even in the midst of struggle.
- Co-create thriving workplaces, schools, and communities by taking a strengths-based approach to creating positive changes that fuel belonging, build trust, bolster resilience, and improve health and wellbeing outcomes.
- Evaluate the collective impact of our efforts at an individual, team, family, and organizational or community level using our proprietary, validated PERMAH Wellbeing Survey

CAPP is delivered in a hybrid online/onsite (live) training, led by highly positive psychology teachers and coaches, and includes:

- Six (6) – 1.5 day long face-to-face, deep dive, intensive workshops, onsite in Palmdale, CA spread over six months (1.5 days per month);
- 15 - 90-minute weekly, live, online coaching sessions;
- One-on-one coaching as needed or requested for all participants;
- Two (2) months - extended coaching calls to execute community impact projects; and,
- Proposed Course Timeline
 - Onsite 1: March 23-24
 - Onsite 2: April 20-21
 - Onsite 3: May 18-19
 - Onsite 4: June 22-23
 - Onsite 5: July 27-28
 - No Onsite: August
 - Onsite 6: September 7-8
 - No Onsite: October & November – participants working on Impact Projects
 - Final Showcase & Graduation celebration: December 7-8

CAPP is supported by a customized online training platform which enables champions to have lifelong access to one easy-to-use source of all the program materials, session recordings, playbooks and includes the following bonus resources:

- **Curricular Resources** – An online learning portal provides lifetime access of recordings, slides and detailed learning manuals packed with resources from each workshop. In addition, real-time chat forums are available to ensure participants can easily share their learnings on a dedicated Slack channel for Antelope Valley.
- **Done-For-You Tools** – Participants will have access to a wealth of beautiful and impactful done-for them tools, including, wellbeing presentations, wellbeing conversation guides, wellbeing check-in instructions, and step-by-step team activities to help people discover and develop their strengths and build psychological safety. Champions will be able to use (and re-brand if desired) these tools to immediately share what they are learning and support their impact projects.
- **Podcast Series with The World's Leading Positive Psychology Researchers** – Champions will be able to hear from the world's leading positive psychology researchers about their latest findings when it comes to caring for wellbeing in workplaces and grab cheat sheets summarizing their research and ways it can be applied in workplaces, schools, and across the entire region.

RECRUITMENT

To ensure equity, CONTRACTOR will take an intentional approach to the recruitment of diverse participants representing all of Antelope Valley. CONTRACTOR will assist the CITY in reaching out to the following groups:

- Industry HR departments;
- Community health centers and hospitals leaders;
- School districts, particularly to social workers and other mental health professionals working in these settings;
- County mental health practitioners and officers; and,
- Non-profit organization leaders in public service, mental health, education, veteran affairs, the unhoused, women services, foster youth and children and families' services.

CONTRACTOR shall work with CITY to recruit participants and:

- Help CITY identify the appropriate individuals in each of the sectors mentioned in the previous section;
- Write scripts for phone calls, and collaborate with the CITY and other organizations who may have direct contact with potential recruitment sites;
- Provide testimonials from the first cohort participants;
- Develop a flyer describing the curriculum, dates the class will be offered, benefits to participants, and to the community, including past impact projects; and,
- Describe opportunities to contribute to the personal wellbeing and that of families and the community.

RETENTION

To retain participants throughout the duration of the program CONTRACTOR shall:

- Suggest requiring a sliding-scale fee from each participant (self-funded or from sponsoring agency (their workplace or faith community, etc.), in combination with the scholarship from the CITY, to ensure everyone has personal accountability for starting what they finish
- Build community among participants to ensure people get to know each other and develop trust and rapport
- Establish initial agreements and commitments as members of the group
- Develop the skills for building strong teams working through different perspectives, personalities, and working styles
- Ensure that each class is interactive and participants can work in small groups and learn from and with each other
- Provide in-depth guidance for each module content and assignments
- Ensure that all participants are familiar with accessing the digital resources offered such as the wellbeing toolbox, articles and videos
- Offer coaching throughout the course to individuals and groups
- Pair participants up with class members and members of the previous cohort (2021-2022) as a way to increase social support
- Provide opportunity and support to practice wellbeing skills in class and in participants daily life
- Be a source of joy, inspiration and energy – be positive energizers

CONTRACTOR shall leverage graduates from the first CAPP class to serve as mentors and offer social support to the current participants.

CONTRACTOR shall set up accountability buddies within the class, so participants have an additional layer of protection.

EVALUATION

CONTRACTOR shall provide quality, meaningful and timely data-based insights to help make intelligent decisions and effective wellbeing investments. CONTRACTOR shall gather qualitative interviews, quantitative measures, like the PERMAH Wellbeing Survey, and other existing data sources for analysis and reporting to workplace, school, and community clients.

PERMAH Wellbeing Survey

The PERMAH Wellbeing Survey provides immediate, confidential and actionable insights for workplaces, schools and entire communities by providing the following:

- Data collection - the survey may be shared online to whoever, whenever, and as often as necessary. Done-for-you emails make it easy to secure people's participation. CONTRACTOR's research coaches are available to handle any obstacles encountered during data collection (i.e. COVID lockdowns). In addition, pen and paper versions are available and CONTRACTOR's team shall make it as easy as possible for CITY to upload and track these results in the database.
- Wellbeing Reports - Participants who complete the survey shall immediately receive a personalized wellbeing report with small, every day, evidence-based ideas to improve wellbeing.
- Done-For-You Reporting & Data Warehousing – CITY can track aggregated, de-identified survey participation and results in real-time during data collection. CONTRACTOR shall gather data and prepared a PDF report of results that can easily be shared with stakeholders. CONTRACTOR shall provide a .csv file automatically each time the CITY gathers data for easy storage and reference. If required accumulated data can be stored in a data warehouse for easy future access and analysis.
- Deeper Dive Analysis & Debriefs – If requested, CONTRACTOR's research coach may further analysis or report across time periods, aggregated groups, or around specific topics to assist in producing additional analysis, reporting and providing debriefs as required.
- Wellbeing Research Coaches – CONTRACTOR's wellbeing research coaches shall be available to help guide CITY's survey design, data collection and analysis.

As part of the CAPP program, CITY shall have access to CONTRACTOR's PERMAH Wellbeing Survey for 12 months and can access reporting that shows the wellbeing of the community in comparison to the data collected in 2021. These cross sectional touch points can inform the impact projects coming out of the CAPP class.

**MINUTES
CITY COUNCIL/SA/HA - 02/01/2023 - 5PM & 7PM
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
FEBRUARY 1, 2023**

www.cityofpalmdale.org

5:00 P.M.

1) CALL MEETINGS TO ORDER

Mayor Bettencourt called the meetings to order at 5:00 p.m.

*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**

PRESENT: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Christina Fraga-Saenz,
Phil Denny.

ABSENT: Andrea Alarcón, Richard J. Loa.

Motion: Excuse the absence of Mayor Pro Tem Alarcón and Councilmember Loa.
Moved by Laura Bettencourt, seconded by Christina Fraga-Saenz.

Vote: Motion carried (5-0)

Yes: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Christina Fraga-Saenz, Phil
Denny.

Absent: Andrea Alarcón, Richard J. Loa.

3) PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Jason Zink commented regarding lawsuits.

Laurel Forrest spoke regarding the recruitment of an Interim City Attorney. Special
Counsel Curley and Interim City Manager Perez provided information to Ms. Forrest
regarding the recruitment process for City Attorney.

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

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).

- 42) 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)
- 44) 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
Mayor Pro Tem Alarcón participated in all matters of Closed Session.

Special Counsel Curley announced there were six properly agendized items, there was no reportable action, Council was updated by the appropriate staff, direction was given by Council, and proper action will be taken.
- 6) ADJOURN CLOSED SESSION MEETING
Mayor Bettencourt adjourned Closed Session at 7:01 p.m.

7:00 P.M.
Mayor Bettencourt called the meeting to order at 7:02 p.m.
- 7) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
Mr. Marcos Alvarez led the pledge of allegiance.
- 8) PRESENTATION(S)
 - 8.1) AV Edge Partnership Update (Presenter: Drew Mercy, Executive Director)
Drew Mercy, Executive Director of AV Edge, and Bret Banks, former President of AV Edge, provided an update to Council on the progress of the first six (6) months of the AV Edge MOU agreement with the City of Palmdale.

Mayor Bettencourt asked under the new MOU what was the contractual dollar amount. Mr. Mercy responded the dollar amount is \$150,000 the first year, \$250,000 the second year, \$300,000 the third year for a grand total of \$650,000. There were additional questions and comments regarding quarterly presentations, jobs for Palmdale residents, AV Edge membership, and the entertainment industry.

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 Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen.

Absent: Richard J. Loa.

10) PUBLIC COMMENTS ON CONSENT CALENDAR ITEMS ONLY

The following individuals provided public input:

Jason Zink spoke regarding AV Edge.

Laurel Forrest commented regarding the minute transcripts.

11) CONSENT CALENDAR

11.1) Receive and file the monthly and quarterly investment activity reports for December 2022. (Staff Reference: Director of Finance Samson)

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)

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)

Mayor Pro Tem Alarcón pulled this item for discussion. Special Counsel Curley provided clarification to Council on this item and suggested that the City check with the California Department of Housing and Community Development (HCD) to see how looking at this protective action affects HCD jurisdiction. There was Council consensus to remove this item from the agenda.

- 114) 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)

Motion: Approve all items listed on the Consent Calendar with the exception of Item 11.3.

Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen.

Absent: Richard J. Loa.

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)

Acting City Clerk Scott provided a brief overview of the staff report.

Mayor Bettencourt opened the Public Comments.

Public Comments: None.

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

Motion: Appoint Mayor Pro Tem Alarcón as the Delegate Member and Councilmember Bishop as Alternate Member to the SCAG General Assembly.

Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (4-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen.

Absent: Richard J. Loa.

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)

Director of Parks and Recreation Smith provided an overview of the staff report and introduced Jeff Milkes, Associate with Berry, Dunn, McNeil, & Parker Associates. Mr. Milkes provided information on the company and the process for the Park Master Plan.

Mayor Pro Tem Alarcón asked if the five people assigned to the project lived in the Antelope Valley. Mr. Milkes stated they come from all over the country, but the sub-consultants, Kimley-Horn, are a local group. Mayor Pro Tem Alarcón encouraged Mr. Milkes to incorporate local hiring. Director of Parks and Recreation Smith stated there will be a project team that will work with Berry, Dunn, McNeil & Parker Associates and the project team will consist of a member from Public Works Capital Improvement Projects (CIP), Planning, and Parks and Recreation and that there will be many opportunities for the community to provide input.

The following individuals provided public input:

Laurel Forrest spoke regarding local hire, environmental and cultural aspects.

Jason Zink spoke regarding the parks and recreation master plan, local hire, formation of a historic preservation and environment citizen committee, interactive map, and the website.

Mario Presents commented regarding the parks and recreation master plan, environment, and harvesting rainwater.

Discussion ensued regarding passive parks and historical elements.

Motion: Approve agreement with Berry Dunn McNeil & Parker, LLC, for consulting services for the development of a parks and recreation master plan.

Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen.

Absent: Richard J. Loa.

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

Mayor Bettencourt called for Public Comments.

The following individuals spoke in support of Item 13.2:

David Harris, Chuck Murphy, Rossie Cherry, Sandy Corrales, Tracy Cooper, Bret Banks, Juan Blanco, Phyllis Fregoso, Dan Jacobs, Drew Mercy, Madison Norris, Vicky Ventura, Marcos Alvarez, Amy Shadkamy, Kristen Sheils, Kathy MacLaren-Gomez, Atherine Blanco, Michael Gonzalez, Steve Hill, Anthony Robeck, Kevin Shenkman, Roxanne Faber, and Sara Gallagher.

The following individuals spoke in opposition of Item 13.2:

Laurel Forrest, Gigi Talks, Mario Presents, Jason Zink, Marsha Ann, Christine Parkinson, Irene Eaton, Diane, Carol Ross, Rich Gallego, Michael Ross, and Citizens with no name (3).

Mayor Bettencourt recessed the meeting 8:44 p.m. - 8:57 p.m.

Special Counsel Curley provided clarification on the recruitment process of the City Manager.

Mayor Bettencourt read a letter from Councilmember Loa in support of Interim City Manager Perez

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

Discussion ensued among Council regarding the contract.

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

Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen.

Absent: Richard J. Loa.

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

Mayor Bettencourt opened the Public Comments.

The following individuals provided public input:

Kevin Shenkman spoke in support of the contract.

Jason Zink spoke in opposition of the contract.

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

Motion: Approve the contract for legal services with Harper & Burns LLP, including appointment of William P. Curley III, as Interim City Attorney.

Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (4-0)

Yes: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen.

Absent: Richard J. Loa.

A motion was made and carried unanimously to continue the City Council meeting past 10:30 pm.

14) PUBLIC COMMENTS ON NON-AGENDA ITEMS

The following individuals provided public comments:

Wilson Troung announced the California Governor's office wants everyone to have earthquake preparedness ready tools and advised the public to download the App.

Jason Zink spoke regarding AV Edge, economic development, and free internet for seniors.

Rafael Ocampos Jr. commented regarding participating in the Council meeting.

Cynthia Henriquez requested more funding for the Palmdale public library for story time hours. Mayor Bettencourt stated it is in the works and grant funds are being requested.

Marcos Alvarez spoke regarding structured racism.

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 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

16) CITY COUNCIL REQUESTS FOR NEW AGENDA ITEMS

Councilmember Bishop stated he would file his report with the City Clerk's Office

A motion was made and carried unanimously to receive and file the reports of Mayor Bettencourt, Mayor Pro Tem Alarcón and Councilmember Ohlsen.

17) CITY MANAGER'S REPORT

City Manager Perez reported the following:

- The City kicked off the fentanyl awareness campaign and there are 25-30 community groups involved.
- The City received 190 doses of Narcan from the State, staff will be trained, and the Narcan will be distributed as needed.
- The City is partnering with the AJCC WorkSource Center and interns will start joining our City.
- Announced Black History Month would be recognized at the February 15th meeting.
- The Wellbeing Lab will be launching its second cohort in April.

18) Adjournment

Mayor Bettencourt adjourned the meeting, in honor of the crew of Space Shuttle Columbia, at 11:00 p.m. to February 15, 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 March 2023.

Laura Bettencourt, Mayor

ATTEST:

Rochelle Scott, Acting City Clerk



City Council Staff Report

DATE: MARCH 1, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS
DISTRICT: ALL
SUBJECT: APPROVE A DESIGN BUILD AGREEMENT, FOR AN ENERGY SERVICES CONTRACT, WITH SCHNEIDER ELECTRIC, IN THE AMOUNT OF \$8,491,602 FOR A CONSTRUCTION TERM OF THREE YEARS

SUBJECT

Approve a design build agreement, for an Energy Services Contract, with Schneider Electric in the amount of \$8,491,602 for a construction term of three years.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8161 with Schneider Electric for energy services in the amount of \$8,491,602.
2. Approve the reallocation of \$8,491,602 from several applicable budgets for the first year of projects.
3. Authorize staff to execute all documents necessary to obtain \$1.85 million in zero percent interest loans through Southern California Edison's On Bill Financing Program and the Southern California Regional Energy Network's Revolving Savings Fund program.
4. Authorize the City Manager or her designee to execute Agreement No. A-8161, with Schneider Electric, including minimal and/or non-substantive changes.

BACKGROUND

In August 2021, Palmdale issued a bid solicitation utilizing Government Code 4217 to select an Energy Services Company, ESCO, that would develop and implement building improvements to reduce energy and related operation costs in City facilities. As a result of this competitive qualification process, Schneider Electric was selected to perform an investment grade audit in collaboration with Palmdale staff. The purpose of the audit was to evaluate City operations at almost all City facilities to determine the use of utilities and to identify any efficiencies that could provide value to the City's operations while reducing utility expenditures.

After extensive reviews of utility bills, thorough inspections of facilities, and interviews with City staff members, Schneider developed their Phase 1 guaranteed energy and water savings projects for the City. The scope of work includes a wide range of benefits to the City, including, but not limited to: realizing utility savings, replacing equipment operating beyond its serviceable lifespan and overdue for replacement, and helping the City to realize added savings and benefits beyond utility savings. Schneider Electric was able to design and implement energy conservation, energy efficiency, energy generation and other energy related capital improvement services pursuant to California Government Code Section 4217.10 et seq.

DISCUSSION

After almost a year of research, interviews, site walks, and analysis; Schneider Electric has completed an extensive investment grade analysis. With the audit complete, Schneider has prepared an outline of several projects recommended for City facilities and the justifications are listed below:

- Several facilities have HVAC units that are operating well beyond their recommended useful lives of 15 years (42 units). Although Maintenance has been able to maintain the units, they have the potential to eventually fail, leading to expensive repairs and loss of productivity.
- Some City buildings have an assortment of building control solutions that monitor the heating and air systems. Many of which have obsolete systems where components are no longer available, leading again to the potential for the loss of productivity (four buildings).
- Several City facilities still have fluorescent and other similar technology lights. With the help of the Southern California Regional Energy Network's (SoCalREN's) Revolving Savings Fund and California Public Utility Commission's (CPUC) On Bill Financing program, the City will be able to retrofit with Light Emitting Diode (LED) lights. The proposed LED lights will be more efficient, provide higher quality light, and require less maintenance.
- With the ongoing drought, water conservation is of the utmost importance. However, by being an early implementor of smart irrigation technologies, the City's current irrigation infrastructure is nearing being phased out. The controllers need to be replaced before they become obsolete (20 controllers).

Overall, Phase 1 will encompass:

- Lighting Efficiency Projects
 - o Interior Lighting Retrofits (5 sites)
 - o Exterior Lighting Retrofits (5 sites)
 - o Sports Field LED Retrofits (2 sites)
- HVAC and Controls
 - o HVAC Replacements (6 sites)
 - o HVAC and Lighting Controls Converted to Automated Logic Controllers (6 sites)

- Other
 - o Irrigation Controllers, Booster Pumps, and Master Valves and Flow Sensors Upgraded or Replaced (22 sites)
 - o Retrofit of several streetlights to LED lights.

Future phase(s) of Schneider Electric's investment grade audit and development will address future needs at the City's Maintenance Facility based on changes in policies affecting Maintenance Operations, requirements related to air quality and fleet electrification as well a potential microgrid projects that are potentially eligible for upcoming grant opportunities. Future phases will involve an amendment to their contract that will be brought forward for Council approval in the future. Council will receive an outline of the proposed work for subsequent fiscal year(s) through the regular budget process. The projects that will commence with the first phase were selected based on their respective funding sources.

Staff is recommending the agreement and first phase of projects for City Council approval, with the associated building and facilities improvements. Once all projects identified in Schneider's first phase of their Investment Grade Audit are completed, it is anticipated the City will realize 16.3 percent (16.3%) annual savings in greenhouse gas emissions or 688 tons of Carbon Dioxide equivalent greenhouse gas emissions (the first phase of projects will realize a net savings of approximately \$6.8 million to the General Fund after 20 years of use).

As part of Schneider's services, once the projects are complete, they will perform initial verification services to determine the true savings realized by the City. The verifications will assist the City with the planning process and budgeting for subsequent years.

As outlined below, the current project scope includes the following:

Project Type	Site	Funding Source*
Interior LED Lighting	City Hall	OBF Only
	Development Services	OBF Only
	Legacy Commons for Active Seniors	OBF Only
	Palmdale Playhouse	OBF Only
	Maintenance Facility	OBF Only
Exterior LED Lighting	City Hall	OBF Only
	Development Services	OBF Only
	Legacy Commons for Active Seniors	OBF Only
	Palmdale Playhouse	OBF Only
	Maintenance Facility	OBF Only
Streetlight Retrofit	Anaverde Streetlight Assessment District	CIP
Sports Field LED Lighting Retrofit	Domenic Massari Park	CIP
	Marie Kerr Park	ARPA
HVAC Replacement	Courthouse	RSF
	City Hall	RSF/CIP
	Desert Sands Park	RSF/ARPA
	Development Services	ARPA

Retrofit Energy Management System to Automated Logic Controllers	Library	CIP
	SAVES	ARPA
	Courthouse	ARPA
	City Hall	ARPA
	Desert Sands	ARPA
	Development Services	ARPA
	Library	CIP
	SAVES	ARPA
Irrigation Control Upgrades	Domenic Massari Park	ARPA
	Sam Yellen Park	ARPA
	Dry Town Water Park and Oasis Recreation Center	ARPA
	Joshua Hills Park	ARPA
	Heritage Airpark	ARPA
	SAVES	ARPA
	Parks and Recreation Building	ARPA
	Palmdale Playhouse	ARPA
	Legacy Commons for Active Seniors	ARPA
	Civic Center – Library	ARPA
	Civic Center – Poncitlan Square	ARPA
	Work Source Center and Hammack Activity Center	ARPA
	St. Claire Parkway	ARPA
	Demonstration Garden	ARPA
	Manzanita Heights	ARPA
	Pelona Vista	ARPA
	Desert Sands	ARPA
	Anaverde Park	ARPA
	Foothill Park	ARPA
	West Marie Kerr Park	ARPA
	East Marie Kerr Park	ARPA
	Arnie Quinones Park	ARPA
	American Indian Little League	ARPA

*Funding Sources are as follows:

OBF – On Bill Financing, zero percent loan funds provided for specific types of energy efficiency projects

CIP – Capital Improvement Project

RSF – Southern California Energy Network’s Revolving Savings Fund, zero percent loan funds provided for specific types of energy efficiency projects

ARPA – American Rescue Plan Act, one-time Federal Grant

The following retrofits will be added via amendment for future implementation:

Project Type	Site
Interior LED Lighting	City Hall – Non OBF
	Development Services – Non OBF
	Legacy Commons for Active Seniors – Non OBF
	Palmdale Playhouse – Non OBF
	Maintenance Facility – Non OBF
	Dry Town Water Park
	Marie Kerr Park

Exterior LED Lighting	City Hall – Non OBF
	Development Services – Non OBF
	Legacy Commons for Active Seniors – Non OBF
	Palmdale Playhouse – Non OBF
	Maintenance Facility – Non OBF
Sports Field LED Lighting Retrofit	Desert Sand Park
	Pelona Vista Park
	Sam Yellen Park
	Anaverde Park
	Arnie Quinones Park
	Foothill Park
	Joshua Hills Park
	Manzanita Heights Park
	Palmdale Pony Baseball
	American Indian Little League
HVAC Replacement	Dry Town Water Park
	Maintenance Facility
	Marie Kerr Park
	Oasis Recreation Center
Retrofit Energy Management System to Automated Logic Controllers	Dry Town Water Park
	Legacy Commons for Active Seniors
	Marie Kerr Park
	Oasis Park Recreation Center and Zones
	Maintenance Facility
Potential Chlorine Generation Unit	Dry Town Water Park
	Marie Kerr Park
	McAdam Park

This action is exempt from CEQA under California Code of Regulations Section 15061(b)(3) which states the activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

FISCAL IMPACT

This project spans multiple fiscal years where several grant and incentive programs are contributing to the full payment of the project. The fixed/firm fee associated with the contract amount is \$8.49 million. It is anticipated the City will save \$10.1 million throughout the life of the proposed projects (without factoring in added savings from decreased maintenance and proactively performing retrofits on facilities prior to equipment failure). With the ARPA and Library grant funding contribution of \$5,275,000 total, the City of Palmdale is only investing \$3,216,600 towards this project, with a 20-year total savings of \$10,054,868, or net savings after investment of \$6,838,266.

For the remainder of FY 2022-2023, the budget for Schneider Electric projects will be:

- \$4,850,000 in ARPA funds (G0095158).

- \$1,096,933 in Revolving Savings Funds from the Southern California Regional Energy Network for projects at the City Hall, the Development Services Building, Maintenance Facility, and DryTown Water Park (City is currently in the queue for the zero percent interest loan funds, pending final approval for funding).
- \$748,669 in On Bill Financing Funds (estimated loan amount, pending review and approval from Southern California Edison).
- \$371,000 from Fund 256 (Anaverde Streetlights Assessment District Reserves).
- Schneider Electric will charge to the following Capital Improvement Projects (CIP):
 - o \$425,000 from F0047241-724525-2100 (HVAC replacement budget in Library Grant Project, other portions of grant are outside of Schneider's scope)
 - o \$964,041 from P0111157-724525 (Sports Field Lighting Projects)
 - o \$35,959 from other CIP projects.

As outlined above, through the City's work with Schneider Electric, the City is looking to obtain \$1.85 million in zero percent interest loans. Both the CPUC through Southern California Edison (On Bill Financing Program) and the SoCalREN (Revolving Savings Fund Program) offer the loans for energy efficiency projects. Repayment of the loans are based on savings, where, for example, if one of the measures is estimated to realize \$1,000 in utility savings per month, the loan repayment amount will be set at \$1,000 per month. Once paid off, the City will realize the savings in its entirety.

Additionally, it should be noted that the ARPA funds are from a Federal Grant; the Anaverde Streetlights Assessment District Reserves are dedicated funds that can only be used in that Assessment District for streetlight related projects; and the Library Grant Project budget is specifically for the Library project. Staff worked closely with Schneider Electric to minimize costs to the City's General Fund.

For subsequent year(s), the proposed projects and funding sources will be presented to Council for approval through the regular budget process.

STRATEGIC PLAN

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

- D. Pursue alternative financing opportunities for continued infrastructure improvements and quality community programs.

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:	Lynn Glidden P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P, Curley, III, Interim City Attorney

ATTACHMENTS

Agreement No. A-8161 Energy Services Contract

ENERGY SERVICES CONTRACT

This is an Energy Services Contract (this "Contract") by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and City of Palmdale, California ("Customer"), dated _____ (the "Effective Date ") whereby ESCO agrees to provide and perform the energy conservation measures ("ECMs") set forth in the Contract Documents including the Schedules listed below and incorporated fully herein, subject to the terms and conditions set forth herein:

Schedule A: Scope of Work, and Attachments

Schedule B: Projected Savings

RECITALS

WHEREAS, Customer owns and operates the Project Site(s), and is in need of energy, water and operating cost saving equipment and services designed to save energy and associated energy costs at said Project Sites; and

WHEREAS, Customer is authorized under the laws of the State of California (hereinafter the "State") to enter into this Contract for the purposes set forth herein.

WHEREAS, ESCO is knowledgeable about certain procedures for controlling energy and water consumption and reducing operating costs through services provided and equipment installed and maintained at project sites similar in scope and scale of Customer; and

WHEREAS, under a separate agreement with the Customer, the ESCO has performed an Investment Grade Audit (defined below) and has prepared an Investment Grade Audit Presentation, and the Parties hereby acknowledge that the Investment Grade Audit Presentation has been reviewed and accepted by the Customer; and

WHEREAS, Customer desires to retain ESCO to purchase, install and service certain energy, water and operating cost savings equipment and to provide other services and strategies described in the attached Schedules, for the purpose of achieving energy, water and operating cost reductions within Project Site(s), as more fully described herein; and

WHEREAS, understands, acknowledges, and agrees that one of the funding sources for its work is from the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds (collectively "ARPA") and as such, CONTRACTOR is required to comply with the regulations associated with ARPA funds, on those specifically funded ARPA projects as listed in Schedule A, pursuant to 31 CFR Part 35. Those regulations and reporting requirements are set forth in Exhibit "A", "B" & "C" attached hereto and incorporated herein by reference. By executing this Contract, CONTRACTOR agrees to comply with all such regulations and reporting requirements and shall familiarize itself with those requirements.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and ESCO hereto covenant and agree that the following Schedules are attached hereto (or will be, as provided in this Contract) and are made a part of this Contract by reference.

City of Palmdale, California

**Schneider Electric Buildings
Americas, Inc.**

By	_____	By	_____
	(Signature)		(Signature)
Print Name	_____	Print Name	_____
Title	_____	Title	_____

DEFINITIONS

1. "Change Order" is defined as a written change to any term of this Contract, including but not limited to changes to the Scope of Work, Contract Price and Contract Time that is executed by both parties.
2. "Contract Documents" consist of this Contract with the terms and conditions set forth herein, the Schedules identified above, and any mutually agreed upon written modification issued after execution of this Contract as provided in a Change Order. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by ESCO. The Contract Documents are correlative and complimentary, and ESCO'S performance shall be required only to the extent consistent with the Contract Documents.
3. "Date of Commencement" is the Effective Date.
4. "Day" as used herein shall mean calendar day unless otherwise specifically designated.
5. "Investment Grade Audit or "IGA" shall mean the services provided under separate agreement wherein the ESCO set forth, among other things, (a) an assessment of the energy characteristics of the Project Site(s), (b) an analysis of energy, water, and wastewater related to the Project Site(s), and (c) recommendations to achieve cost and/or energy, water, and wastewater savings.
6. "IGA Fee" All costs incurred during the IGA phase.
7. "Project" shall mean the equipment, services and improvements to the Project Site(s) to be constructed by ESCO in accordance with and subject to the terms and conditions of this Contract as more specifically set forth in Schedule A (Scope of Work). For the avoidance of doubt, notwithstanding the original scope of the Project as contemplated in the IGA, the Scope of Work attached as Schedule A shall represent the entirety of the intended and agreed upon scope for the Project.
8. "Project Site(s): The facilities of the Customer, identified in the Scope of Work, in need of energy, demand, water and operating equipment and services designed to reduce consumption and associated costs.
9. "Substantial Completion" refers to and shall mean the point at which Work is sufficiently implemented

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in accordance with the Contract Documents so as to be operational and fit for use by Customer and fully complete except for minor items, adjustments and/or corrections.

10. "Substantial Completion Letter" shall have the meaning set forth in Section 9.3 hereof.
11. "Warranty Period" is for one (1) year from the date set forth in the applicable Substantial Completion Letter, unless a different period is stated in the Scope of Work.
12. "Work" means the services required to be performed by ESCO pursuant to Schedule A (Scope of Work), whether completed or partially completed, and all labor, materials, equipment and services required to be provided in order for ESCO to perform such services in accordance with the Contract Documents. Work may refer to the whole or parts of the Scope of Work.

TERMS AND CONDITIONS OF IMPLEMENTATION PORTION OF CONTRACT

ARTICLE 1 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.1 ESCO projects it will achieve Substantial Completion of the Work within 516 days from Date of Commencement (the “Contract Time”), subject to adjustments of this Contract Time as provided in the Contract Documents.

1.2 ESCO’s preliminary project schedule is shown below. If any of the work is delayed due to Customer funding constraints, additional time shall be added by ESCO to the Contract Time, per paragraph 7.3.

Task Name	Duration	Start	Finish
City of Palmdale - Final Design and Construction Phase			
FY22/23	368 days	Wed 3/1/23	Fri 7/26/24
City Council Approval FY22/23	1 day	Wed 3/1/23	Wed 3/1/23
Execute Contract/ Subcontracts/ Kickoff	12 days	Thu 3/2/23	Fri 3/17/23
Final Design and Permitting	40 days	Mon 3/20/23	Fri 5/12/23
Submittal Generation/ Review/ Approval	40 days	Mon 5/15/23	Fri 7/7/23
Equipment Lead Time - HVAC	120 days	Mon 7/10/23	Fri 12/22/23
Equipment Lead Time - Lighting, Water, EMS	40 days	Mon 7/10/23	Fri 9/1/23
Install - HVAC Units (Day)	60 days	Mon 12/25/23	Fri 3/15/24
Install - HVAC & Lighting EMS (Day - BAS Engineer)	115 days	Mon 11/27/23	Fri 5/3/24
Install - Irrigation (Day)	80 days	Mon 9/4/23	Fri 12/22/23
Install - Interior & Exterior Lighting (Night)	60 days	Mon 9/4/23	Fri 11/24/23
Install - Sports Field Lighting (Day)	70 days	Mon 9/4/23	Fri 12/8/23
Commissioning and Punchlist	40 days	Mon 5/6/24	Fri 6/28/24
Project Closeout	20 days	Mon 7/1/24	Fri 7/26/24

ARTICLE 2 – CONTRACT PRICE AND PAYMENTS

2.1 The total of all implementation contract payments shall be \$8,491,602 (the “Contract Price”). ESCO shall invoice Customer for construction progress payments which shall be paid to ESCO monthly based on the percentage completion of items delineated on a “Schedule of Values” completed during the prior month. The Schedule of Values will be developed by ESCO and provided to Customer at the beginning of project implementation. The Schedule of Values will be based upon the project cost less the Project Mobilization Payment. Payment of invoice is due thirty (30) days after the invoice application date. If receipt of any payment exceeds the thirty (30) days after the invoice application date, Customer shall pay to ESCO a 1% late penalty per month and ESCO reserves the right to terminate this Contract in accordance with Section 12.1 . The Parties agree and acknowledge that Customer may request to include additional Work to the Scope of Work. Any additional Work to be performed by ESCO shall be incorporated into this Agreement by an amendment executed by both Parties.

2.2 Within ten (10) days of the Date of Commencement, Customer shall make payment to ESCO for Project mobilization and other expenses incurred to date (“Project Mobilization Payment”) in an amount not to exceed twenty percent (20%) of the Contract Price. Such Project mobilization and other expenses may include, without limitation, the IGA Fee and any design, engineering and/or development expenses incurred in connection with the Project, expenses relating to procurement of equipment, materials, and/or bonds, and any other Project start-up and mobilization expenses incurred to date.

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ARTICLE 3 – CUSTOMER

3.1 Except for permits, licenses, inspections and associated fees that are explicitly the responsibility of ESCO under the Contract Documents, Customer shall secure and pay for necessary approvals, inspections, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in facilities, including, but not limited to inspections for concrete and/or earthen compaction, where applicable.

3.2 If ESCO fails to correct Work that is not in material accordance with the requirements of the Contract Documents within the Warranty Period or repeatedly fails to carry out the Work in accordance with the Contract Documents (“Defective Work”), Customer shall provide written notice to ESCO detailing any alleged deficiencies. If the noticed deficiencies are not resolved or if ESCO does not diligently commence to address such deficiencies within thirty (30) days of receipt of the written notice, Customer may order ESCO to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of Customer to stop the Work shall not give rise to a duty on the part of Customer to exercise this right for the benefit of ESCO or any other person or entity.

3.3 Customer acknowledges that any equipment or system not specifically included in the Scope of Work is assumed to be in normal working order. Customer agrees to repair or replace as necessary any defective existing equipment that ESCO has identified its intent to reuse.

3.4 Information under Customer’s control shall be furnished by Customer with reasonable promptness as requested by ESCO.

3.5 Customer shall notify ESCO in writing of any or all uses or restrictions in usage relating to Project Site(s).

3.6 The foregoing are in addition to any other duties and responsibilities of Customer set forth herein or in any other Contract Documents.

3.7 Customer shall provide facility access adequate to the requirements of ESCO and their subcontractors in accordance with the project schedule. Keys, access cards, and/or escorts will be provided for all facilities involved in the scope of Work in a quantity sufficient to facilitate execution of scopes at multiple locations with multiple trades. If Customer agrees to provide to areas of the Project site and later limits or restricts ESCO’s access then Customer may be subject to Change Orders for delays resulting from such change in access. Keys and/or access cards will be issued to ESCO project personnel and subcontractor site foreman or lead personnel as necessary.

ARTICLE 4 – ESCO

4.1 ESCO shall supervise and direct the Work, using ESCO’S skill and attention. ESCO shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

4.2 Unless otherwise provided in the Contract Documents, ESCO shall provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Work.

4.3 ESCO warrants to Customer that for the applicable Warranty Period the materials and equipment will be of good quality and new unless the Contract Documents require or permit otherwise, and further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. ESCO’S warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by

or for ESCO, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. ESCO shall repair or replace defective material or equipment and re-perform Work to correct any defect within the Warranty Period. ESCO does not warrant products not manufactured by ESCO, but it will pass on to Customer any manufacturer's warranty to the extent permitted. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE), AND ESCO WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER UNLESS REQUIRED BY APPLICABLE STATE LAW. ESCO'S RESPONSIBILITY IN WARRANTY OR CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM EXCLUDING THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR AS MAY BE REQUIRED BY LAW.

4.4 Unless otherwise provided in the Contract Documents, the Contract Price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by Government authorities upon equipment and/or services provided by ESCO. ESCO is required to impose taxes on orders and shall invoice Customer for such taxes and/or fees according to state and local statute, unless Customer timely furnishes ESCO with a properly completed exemption certificate acceptable to the authorities imposing the tax or fees.

4.5 ESCO shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

4.6 ESCO shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, ESCO shall remove from and about Project waste materials, rubbish, ESCO'S tools, equipment, machinery and surplus material.

4.7 ESCO shall provide Customer access to the Work in preparation and progress wherever located.

4.8 ESCO shall pay all royalties and license fees required for the manufacture, sale and/or use of the designs, processes, devices, materials, and other products provided by ESCO pursuant to the Contract Documents ("Products"). ESCO shall defend Customer from suits or claims for infringement of patent rights caused by the manufacture, sale and/or use of any such Products, and shall hold Customer harmless from loss on account thereof. In the event any Product is found to infringe a third party's intellectual property rights, ESCO shall, at its expense and at its sole option, either; (i) procure the right for Customer to continue using such Product, (ii) modify such Product to render it non-infringing (provided such modification does not materially degrade the performance, functioning or operation of the Product), or (iii) replace such Product with functionally equivalent, compatible, non-infringing Product.. Notwithstanding the foregoing, ESCO's obligations hereunder shall not apply to the extent (1) the alleged infringement is based upon or caused by ESCO's products being modified or combined with any other design, process, device, material, or product without ESCO's prior written approval, or (2) ESCO provided the allegedly infringing Product subject to specific requirements of the Customer, unless ESCO knew of the alleged infringement and failed to inform Customer.

4.9 Except to the extent of the gross negligence or willful misconduct of Customer, or its agents, representatives, employees, officers, directors or assigns, ESCO shall indemnify, defend and hold harmless Customer, and agents and employees thereof from and against all third party claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of ESCO, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

4.10 NOTWITHSTANDING ANYTHING IN THE CONTRACT DOCUMENTS TO THE CONTRARY, ESCO SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the Contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the Contract Price, excluding third party claims for personal injury, or claims of tangible property damage to the extent caused by ESCO's negligence or as may be required by law. The foregoing limitations and exclusions of liability shall only apply to the extent permitted by the Constitution and laws of the State.

ARTICLE 5 – DISPUTE RESOLUTION

5.1 To the extent allowed by applicable law, any controversy or claim arising out of or relating to this Contract or the Contract Documents, or any breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The arbitration proceeding location shall be in the county in which the Project is located.

ARTICLE 6 – SUBCONTRACTS

6.1 A Subcontractor is a person or entity who has a direct contract with ESCO to perform a portion of the Work at the site.

6.2 Unless otherwise stated in the Contract Documents or the bidding requirements ESCO, if requested in writing by Customer, shall furnish in writing to Customer the names of the Subcontractors to whom ESCO plans to award Work. Contracts between ESCO and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms of the Contract Documents, and to assume all the obligations and responsibilities which ESCO, by the Contract Documents, assumes toward Customer.

ARTICLE 7 – CHANGES IN THE WORK

7.1 Customer may request changes in Work consisting of additions, deletions or modifications, whereby, the Contract Price and/or Contract Time shall be adjusted accordingly. Such changes in the Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Customer and ESCO. The parties shall negotiate in good faith and use their best efforts to execute any Change Order, and any Change Order must be fully executed in writing by Customer and ESCO prior to any actual changes being implemented.

7.2 The cost or credit to Customer from a change in the Work shall be determined by mutual agreement and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, the cost or credit to Customer shall be decided by the dispute resolution process as provided in the Contract Documents.

7.3 In the event of any suspension or delay due to the acts or omissions of Customer or Customer directives to stop Work for any reason, through no fault of ESCO, the Contract Time for Substantial Completion shall be extended to reflect such period of interruption and the Contract Price shall be equitably adjusted to recover ESCO'S costs of demobilization, delay, remobilization and other cost increases related to such suspension or delay. ESCO agrees it will cooperate with Customer and mitigate such costs to the extent commercially reasonable. If such suspension or delay continues for more than ninety (90) consecutive days, through no act or fault of ESCO, ESCO may terminate this Contract and recover from Customer payment for Work executed, including reasonable overhead and profit, costs incurred by reason

of such termination and damages.

7.4 **Materials and Equipment Procurement.** In the event a significant delay in acquiring materials or equipment or a significant increase in the price of materials or equipment occurs during the performance of the Contract by no fault of Design/Builder, the Contract Price and/or the Completion Date, as appropriate, shall be equitably adjusted by Change Order. A change in the price of an item of material or equipment will be considered significant when the price of an item increases by five percent (5%) between the Project Proposal Date and the date on which such item is due to be purchased and/or installed in accordance with the Schedule of Values or the Construction Schedule.

7.5 **Unforeseen Conditions.** "Unforeseen Site Conditions" shall mean and include any subsurface, concealed or latent conditions, including without limitation the presence of hazardous materials, that differ materially from those conditions (i) actually known by Design/Builder, (ii) accurately reflected in available existing data, (iii) expected based on the results of Design/Builder's Site Investigation, and/or (iv) that would have been identified, discovered and/or confirmed by the exercise of reasonable due diligence in Design/Builder's Site Investigation. In the event Design/Builder encounters Unforeseen Site Conditions at the Project Site or that otherwise impact the Project, Design/Builder shall notify Public Agency of such conditions promptly and before such conditions are further disturbed, but in no event later than three (3) business days after observing such conditions. To the extent Design/Builder incurs additional costs or delays as a result of Unforeseen Site Conditions, the Parties shall execute a Change Order reflecting an equitable adjustment to the Project Fee and/or the Completion Date, as appropriate.

ARTICLE 8 – TIME

8.1 The date of Substantial Completion is the date certified by ESCO in accordance with Article 9.3.

8.2 If ESCO is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, unusually severe shortages in the available supply of and/or unusually severe increases in the cost of materials or equipment needed for performance of the Work, delays of common carriers, or any other causes which are beyond the reasonable control of ESCO, then the parties hereto agree to execute a Change Order allowing for a mutually agreeable extension of time for performance of ESCO'S Work to cover such delay.

8.3 Customer acknowledges that the prevailing COVID epidemic/pandemic and the evolving situation surrounding the same may trigger stoppages, hindrances and/or delays in ESCO's (or its subcontractors' or suppliers') ability or capacity to perform the contracted Work and/or to produce, deliver, install or service any applicable products, irrespective of whether such stoppages, hindrances and/or delays are due to measures imposed by authorities or deliberately implemented by ESCO (or its subcontractors or suppliers) as preventive or curative measures to avoid harmful contamination or exposure of ESCO's (or its subcontractors' or suppliers') employees. Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay and shall not expose ESCO to contractual sanctions (including without limitation delay penalties, liquidated damages or other damages) or termination for default.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.1 Payments shall be made as provided in Article 2 of the Contract.

9.2 Payments may be withheld on account of (1) Defective Work not remedied per Article 3.2, (2) failure of ESCO to make payments properly to the Subcontractors or for labor, materials or equipment, or (3) repeated failure to carry out the Work in accordance with the Contract Documents.

9.3 Upon Substantial Completion of the Work or any portion of the Work, ESCO will issue Customer a Substantial Completion Letter for the applicable Work.

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9.4 Final payment shall not become due until ESCO has delivered to Customer a conditional release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed. Upon receipt of final payment, ESCO shall deliver an unconditional and final waiver and release of all liens.

9.5 The making of final payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 ESCO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

10.2 ESCO shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.

10.3 The Work or service to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder for Work or services performed, expressly exclude any Work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials beyond what is specifically defined and identified in Schedule A of this Contract. "Hazardous Materials" to include, but not be limited to, asbestos and PCBs discovered in or on the premises. Customer agrees that all duties and obligations in connection with any hazardous materials located in or on the premises, other than those defined in Schedule A, are strictly the responsibility of Customer. Customer will provide any hazardous materials testing documentation and reports, and information from previous sources or vendors used in hazardous materials testing. Customer warrants and represents to the best of Customer's knowledge there are no hazardous materials in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by ESCO pursuant to this Contract.

10.4 Should ESCO become aware or suspect the presence of hazardous materials beyond those to be addressed in Schedule A during performance of its Work under this Contract, ESCO will be authorized to cease Work in the affected area immediately, and will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO'S Work or service will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of hazardous materials. If appropriate, ESCO will be entitled to an equitable adjustment of the Contract Price for any increased costs or other charges incurred by ESCO in connection with the existence of its rights under this paragraph.

10.5 Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control hazardous materials not addressed by ESCO in Schedule A in accordance with all applicable statutes and regulations. Customer specifically agrees, to the extent allowed by state law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of hazardous materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

ARTICLE 11 – INSURANCE AND BONDS

11.1 **Required Insurance.** ESCO shall, at its sole cost and expense, maintain in effect the following policies of insurance for the applicable period(s) set forth in Article 11.2

11.1.1 *Commercial General Liability Insurance.* A policy of commercial general liability insurance, written on an “occurrence” basis, with a limit of not less than five million dollars (\$5,000,000) per occurrence (“*General Liability Policy*”).

11.1.2 *Automobile Liability Insurance.* A policy of automobile liability insurance, written on an “occurrence” basis, with a combined single limit of not less than five million dollars (\$5,000,000) per accident for bodily injury and property damage (“*Auto Liability Policy*”). The Auto Liability Policy must include coverage for owned, hired and non-owned automobiles.

11.1.3 *Workers' Compensation and Employer's Liability Insurance.* Workers' compensation insurance as required by California law, and employer's liability insurance, written on an “occurrence” basis, with a limit of not less than five million dollars (\$5,000,000).

11.1.4 *Professional Liability Insurance.* Professional liability insurance, written on a claims-made (and reported) basis, with a limit of not less than five million dollars (\$5,000,000) per claim (“*Professional Liability Policy*”).

11.2 **Duration of Insurance.** The insurance required pursuant to this Article 11 shall be procured by ESCO prior to ESCO's commencement of the Project and shall be maintained in effect by ESCO at least until the date that is one year following the earlier of the termination of this Agreement or the Date of Substantial Completion of the Project. Notwithstanding the foregoing, ESCO shall maintain the Professional Liability Policy in effect at least until the date that is three years following the earlier of the termination of this Agreement or the Date of Substantial Completion of the Project.

11.3 **Insurer Rating Standards.** The insurance policies required pursuant to this Article 6 must be issued by one or more insurers that are (i) licensed to do business in the State of California and (ii) have an A.M. Best Company rating of not less than “A-” and a financial size category of not less than “VII.”

11.4 **Additional Insureds.** Customer, members of Customer's Governing Body, and Customer's other officers, employees, and agents (collectively, including the Governing Body, the “*Customer Agents*”), shall all be named as additional insureds on ESCO's General Liability Policy and Auto Liability Policy. The additional insured endorsements will be provided on the most current versions of ISO Form CG 2010 and ISO Form CG 2037 or their substantial equivalents.

11.5 **Waiver of Subrogation.** Each of the General Liability Policy and the Auto Liability Policy shall provide a waiver of transfer of rights of recovery in favor of Customer.

11.6 **ESCO Insurance is Primary.** The General Liability Policy and the Auto Liability Policy must be endorsed to provide that they are primary and non-contributory.

11.7 **Premiums, Deductibles and Self-Insured Retentions.** ESCO shall be solely responsible for paying any and all deductibles and self-insured retentions applicable to any of the insurance policies that ESCO is required to have in effect pursuant to this Article 6.

11.8 **Evidence of Coverage.** Prior to commencing the Work, ESCO must provide to Customer duly authorized and executed certificates of insurance evidencing that the insurance policies required to be maintained by ESCO pursuant to this Article 6 are in effect (each a “*Certificate of Insurance*”). As applicable, the Certificates of Insurance must identify those who are additional insureds in accordance with this Article 6. Not less than thirty days prior to the expiration of any insurance policy that ESCO is required to maintain pursuant to this Article 6, ESCO must provide an updated Certificate of Insurance to Customer evidencing

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the renewal of such policy.

11.9 **Notice of Change in Policies.** ESCO shall notify Customer within thirty (30) days of its receipt of written notice from an applicable insurer that a policy required hereunder will expire without renewal or will be canceled, terminated, or materially reduced in coverage.

11.10 **Review of Coverage.** Customer's failure to identify any non-compliance by ESCO with the requirements of this Article 6 shall not be deemed or construed to relieve ESCO from any of its obligations hereunder.

11.11 **Subcontractor Insurance.** ESCO shall require that each of its Subcontractors comply with substantially the same requirements as are set forth in this Article 6 for ESCO, except to the extent Customer has approved any different standards or requirements applicable to any particular Subcontractor.

11.12 **Bonds.** ESCO shall provide payment and performance bonds for 100% of the Contract Price to secure the faithful performance of the Work, compliance with the terms of this Contract and to insure ESCO'S payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the Contract.

ARTICLE 12 – TERMINATION OF THE CONTRACT

12.1 If Customer fails to make payments to ESCO as required in this Contract, through no fault of ESCO, ESCO may, upon thirty (30) business days written notice to Customer, suspend or terminate the Contract and recover from Customer payment for all Work executed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the Project.

12.2 If the Customer fails to fulfill any of its other obligations or responsibilities under the Contract Documents, ESCO may, after delivery of written notice and providing Customer ten (10) business days to cure, suspend or terminate the Contract.

12.3 If ESCO breaches a material provision of this Contract, Customer has provided written notice to ESCO detailing the alleged breach, and within ten (10) business days of receipt of the written notice the alleged breach is either not cured or ESCO has not diligently commenced to cure such breach, Customer may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due ESCO.

12.4 Subject to Article 13.2, termination of any of the Contract Documents shall release ESCO of all remaining obligations under all of the Contract Documents as of the effective date of such termination.

12.5 Any remedies provided for in this Article 12, shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law.

ARTICLE 13 – OTHER CONDITIONS OR PROVISIONS

13.1 Severability. If any provision of this Contract is determined to be invalid, illegal, or unenforceable as written, such provision shall be construed consistent with and to the fullest extent permitted under the law, and any such determination shall not affect or impair the validity, legality and enforceability of the remaining provisions.

13.2 Survival of Obligations. The obligations of the Parties under this Contract that by their nature would

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continue beyond expiration, termination or cancellation of this Contract (including, without limitation, the warranties, indemnification obligations, limitation of liability, effect of suspension or termination, confidentiality requirements and ownership and property rights) shall survive any such expiration, termination or cancellation.

13.3 Nothing herein shall be deemed to establish a relationship of principal and agent between ESCO and Customer, or any of their respective agents or employees, and this Contract and the Contract Documents may not be construed as creating any form of legal association or arrangement that would impose liability upon one party for the act or failure to act of the other party.

13.4 Ethics and Compliance with Law. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ethics, compliance or ESCO's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of ESCO's GreenLine. The GreenLine is ESCO's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

13.5 Import and Export. The products, software, services, information, other deliverables and/or the technologies embedded therein (hereinafter referred to as "Deliverables") provided by ESCO under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the supply, assignment and/or usage of Deliverables under this Contract shall fully comply with applicable US, EU and other national and international export control laws and/or regulations. Unless applicable export licenses have been obtained from the relevant authority and ESCO has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination or party (including without limitation to any individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems, unmanned air vehicles, nuclear weapons delivery systems, and/or in any design, development, production or use of or related to weapons (which may include, without limitation, chemical, biological or nuclear weapons). If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit ESCO from fulfilling any order, or would in ESCO's judgment otherwise expose ESCO to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, ESCO shall be excused from all affected obligations under such order and/or this Contract.

13.6 Cybersecurity.

13.6.1 Customer's Obligations for Its Systems. Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Deliverables provided by ESCO, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including through malware, hacking, or similar attacks. Without limiting the foregoing, Customer shall at a minimum:

- (a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;
- (b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on ESCO's security notification webpage at

<https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Customer;

- (c) regularly monitor its Systems for possible Cyber Threats;
- (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
- (e) meet the recommendations of ESCO's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by ESCO from time to time, and then-current industry standards.

13.6.2 Customer's Use of the Deliverables. ESCO may release Updates and Patches for its Deliverables from time to time. Customer shall promptly install any Updates and Patches for such Deliverables as soon as they are available in accordance with ESCO's installation instructions and using the latest version of the Deliverables, where applicable. An "Update" means any software that contains a correction of errors in a Deliverable and/or minor enhancements or improvements for a Deliverable, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Deliverable. Customer understands that failing to promptly and properly install Updates or Patches for the Deliverables may result in the Deliverables or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and ESCO shall not be liable or responsible for any losses or damages that may result.

13.6.3 Identification of Cyber Threats. If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Deliverables for which ESCO has not released a Patch, Customer shall promptly notify ESCO of such vulnerability or other Cyber Threat(s) via the ESCO Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide ESCO with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). ESCO shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Deliverables, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, ESCO shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to ESCO that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to ESCO described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

13.7 This Contract shall be governed by the laws of the State.

13.8 As between Customer and ESCO, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion, or (2) not later than the date of the relevant act or failure to act by either party for acts or failures to act occurring after the date of Substantial Completion.

13.9 ESCO shall prepare and provide and Customer agrees to participate in press release(s) and business case studies limited to the business relationship with ESCO and Customer's use of ESCO's services. Customer agrees to grant ESCO the right to use Customer's trademarks, for the term contained herein, in connection with press releases, case studies or website marketing, advertisement, promotion, sale, and distribution of ESCO's services. Prior written notice of use shall be provided to Customer by ESCO and Customer's written approval is necessary for any press releases or case studies.

13.10 This Contract sets forth the entire understanding between the parties and supersedes all prior and contemporaneous oral or written understandings relating to the subject matter herein. This Contract may not be altered or modified except by a written instrument signed by a duly authorized representative of each party.

SCHEDULE A SCOPE OF WORK

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform, the following:

Current Scope and Full Project Scope

As outlined below, the current project scope is as follows:

Project Type	Site	Funding Source*
Interior LED Lighting	City Hall	OBF Only
	Development Services	OBF Only
	Legacy Commons for Active Seniors	OBF Only
	Palmdale Playhouse	OBF Only
	Maintenance Facility	OBF Only
Exterior LED Lighting	City Hall	OBF Only
	Development Services	OBF Only
	Legacy Commons for Active Seniors	OBF Only
	Palmdale Playhouse	OBF Only
	Maintenance Facility	OBF Only
Streetlight Retrofit	Anaverde Streetlight Assessment District	CIP
Sports Field LED Lighting Retrofit	Domenic Massari Park	CIP
	Marie Kerr Park	ARPA
HVAC Replacement	Courthouse	RSF
	City Hall	RSF/CIP
	Desert Sands Park	RSF/ARPA
	Development Services	ARPA
	Library	CIP
	SAVES	ARPA
Retrofit Energy Management System to Automated Logic Controllers	Courthouse	ARPA
	City Hall	ARPA
	Desert Sands	ARPA
	Development Services	ARPA
	Library	CIP
	SAVES	ARPA
Irrigation Control Upgrades	Domenic Massari Park	ARPA
	Sam Yellen Park	ARPA
	DryTown Water Park and Oasis Recreation Center	ARPA
	Joshua Hills Park	ARPA
	Heritage Airpark	ARPA
	SAVES	ARPA
	Parks and Recreation Building	ARPA
	Palmdale Playhouse	ARPA
	Legacy Commons for Active Seniors	ARPA
	Civic Center – Library	ARPA
	Civic Center – Poncitlan Square	ARPA
	WorkSource Center and Hammack Activity Center	ARPA
	St. Claire Parkway	ARPA
	Demonstration Garden	ARPA

	Manzanita Heights	ARPA
	Pelona Vista	ARPA
	Desert Sands	ARPA
	Anaverde Park	ARPA
	Foothill Park	ARPA
	West Marie Kerr Park	ARPA
	East Marie Kerr Park	ARPA
	Arnie Quinones Park	ARPA
	American Indian Little League	ARPA

* Funding Sources are as follows:
 OBF – Southern California Edison’s On Bill Financing
 CIP – Capital Improvement Project
 RSF – Southern California Energy Network’s Revolving Savings Fund
 ARPA – American Rescue Plan Act

The budgets for the projects listed above are as follows:

SCE On Bill Financing	\$748,669
SCEN Revolving Savings Fund	\$1,096,933
American Rescue Plan Act	\$4,850,000
Library Grant	\$425,000
Sports Field Lighting CIP	\$964,041
Anaverde Streetlight District Reserves	\$371,000
Other CIP	\$35,959
TOTAL	\$8,491,602

The following retrofits will be added via amendment for future implementation:

Project Type	Site
Interior LED Lighting	City Hall – Non OBF
	Development Services – Non OBF
	Legacy Commons for Active Seniors – Non OBF
	Palmdale Playhouse – Non OBF
	Maintenance Facility – Non OBF
	DryTown Water Park
	Marie Kerr Park
Exterior LED Lighting	City Hall – Non OBF
	Development Services – Non OBF
	Legacy Commons for Active Seniors – Non OBF
	Palmdale Playhouse – Non OBF
	Maintenance Facility – Non OBF
Sports Field LED Lighting Retrofit	Desert Sand Park
	Pelona Vista Park
	Sam Yellen Park
	Anaverde Park
	Arnie Quinones Park
	Foothill Park
	Joshua Hills Park
	Manzanita Heights Park
	Palmdale Pony Baseball
	American Indian Little League
HVAC Replacement	DryTown Water Park
	Maintenance Facility
	Marie Kerr Park
	Oasis Recreation Center

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Retrofit Energy Management System to Automated Logic Controllers	DryTown Water Park
	Legacy Commons for Active Seniors
	Marie Kerr Park
	Oasis Park Recreation Center and Zones
	Maintenance Facility
Potential Chlorine Generation Unit	DryTown Water Park
	Marie Kerr Park
	McAdam Park

Scope of Work Description:

Interior and Exterior LED Lighting

Existing lighting fixtures will be converted to LED lamping, or where retrofit is not possible, new LED fixtures will be installed for maximum efficiency and consistency throughout the various City buildings. The existing lighting controls will be reused, unless additional occupancy sensors and/or dimming switches are otherwise noted in the attached line-by-lines.

Details of the scope of work are included on the attached line-by-line pages, per site, covering the location, fixture and lamp counts, existing fixture and lamp type, and new retrofit/replacement lamp type. This scope of work covers both material and labor for lamp replacement or fixture retrofit/ replacement as indicated.

Interior and Exterior Lighting Exclusions and Clarifications

Clarifications:

- Pricing for ARPA sites is based on Exhibit "B" requirements.
- Pricing for OBF or CIP sites will comply with the City's Union CWA.
- Emergency batteries are only included where explicitly called out in the survey.
- Does not include installation of dedicated emergency circuits and installation of emergency backup systems where none currently exist.
- Specialty Theater lighting not included.
- Dimming switches, where applicable, are shown on the line-by-lines.
- All areas without dimming switches shown will remain lamp retrofits with local occupancy controls as needed, i.e. restrooms, storage areas, electrical rooms, janitors closets etc.
- Areas listed in the line-by-lines as existing LED are not included in the current scope of work.
- ESCO will assist Customer with the completion of the OBF application paperwork and subsequent data required. ESCO shall not be responsible for, and can not make any guarantee to, OBF funding being granted, or any increased financing costs if the Lighting scope is required to be paid for in some other fashion.

The following items are excluded from ESCO's scope of work:

- Painting and patching;
- Light poles or concrete bollards;
- Working in energized electrical gear, or on energized electrical devices;
- Scope assumes that the existing electrical wiring conductors, conduit, raceways, electrical grounding, circuit breakers, lighting luminaires, and controls, are in operable condition and in compliance with existing codes;
- ESCO shall document and submit to Customer any major components or wiring discovered to be in need of repair during installation. Any such repairs will be the responsibility of Customer to remedy in a timely manner;
- ESCO is not responsible for existing damage to affected areas. Pre conditions shall be documented and ESCO is not responsible for any existing damage to affected areas;
- Identification, testing, and abatement of hazardous material is not included;

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- Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered;
- Support mechanisms and housings of fixtures;
- Lenses not specified in the line-by-lines;
- Fixture protective covers;
- Switches, twist timers, and breakers will not be replaced;
- Switch plates will not be replaced; and
- Lighting fixtures will not be replaced unless specified in the Scope of Work.

Sports Field LED Lighting

Furnish and install new MUSCO LED sports field lighting per attached MUSCO drawings, and as described below:

Domenic Massari Park - Softball Fields #2 & #4 LED Retrofit

Light-Structure System™ Retrofit with Total Light Control – TLC for LED™ technology

- (13) Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® technology
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed as a system

On Field Performance – control to benefit players, fans, and TV cameras

- Light levels of 50fc infield and 30fc outfield on Baseball Fields 2 and 4 per Musco design 139818A.
- BallTracker® technology – targeted aerial light optimizing visibility of the ball in play with no glare for players.
- Control-Link® control and monitoring system for remote on/off control, dimming (high/med/low), and monitoring with 24/7 customer support

Environmental Light Control – control for neighbors and the environment

- Reduction of spill light and glare by 50% or more.

Always Ready to Play – control assuring the results you expect

- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.
 - o Poles C4 & D2 of Baseball 4 will be a 10/2 warranty. 10 years parts/2 years labor.

Installation Scope of Work

- Receive and inventory the new lighting, pole tops, cross arms and ballast boxes
- Remove the top sections of (13) poles
- Assemble the new light fixtures on the (13) new pole tops/cross arms
- Install the assembled post tops to the existing (13) poles and rework the existing wiring harnesses
- Install 'Ball Tracker' and/or Egress fixtures on existing poles as required
- Install new driver boxes on (13) poles
- Install new Musco Control Panels as required
- Provide lifting equipment as required

Marie Kerr Park - Soccer Field #1 LED Retrofit - Soccer Fields #2 & #3 New Lightstructure System

Light-Structure System™ with Total Light Control – TLC for LED™ technology complete from foundation to poletop in 5 Easy Pieces™. Factory built, wired, aimed, and tested lighting system includes

- (8) Pre-cast concrete bases
- (8) Galvanized steel poles
 - o (8) @ 70'
- Remote electrical component enclosures
- Pole length wire harnesses
- UL listed as a complete system

Light-Structure System™ Retrofit with Total Light Control – TLC for LED™ technology

- (4) Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed as a system

On Field Performance – control to benefit players, fans, and TV cameras

- Light levels of 30 foot-candles on Soccer Fields 1, 2 & 3 per Musco design 212542A
- Control-Link® control and monitoring system for remote on/off control, dimming (high/med/low), and monitoring with 24/7 customer support.

Environmental Light Control – control for neighbors and the environment

- Reduction of spill light and glare by 50% or more.

Always Ready to Play – control assuring the results you expect

- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.
 - o Pole S1 of Soccer Field 1 will be a 10/2 warranty. 10 years parts/2 years labor.

Installation Scope of Work

- Receive and inventory the new lighting, pole tops, cross arms and ballast boxes
- Remove the top sections of (4) poles
- Assemble the new light fixtures on the (4) new pole tops/cross arms
- Install the assembled post tops to the existing (4) poles and rework the existing wiring harnesses
- Install new driver boxes on (4) poles
- Install (8) new poles, fixtures, ballast boxes and Musco Control Panels
- Furnish and install poles bases, underground conduit/wire, and all necessary components to provide (8) new poles for the new Lightstructure System
- Install new Musco Control Panels as required
- Provide lifting equipment as required
- 480 Volt, 3 phase electrical system is required. If it does not already exist, Customer is responsible for getting electrical power to within 150 feet of the new installation, coordination with the utility, and any power company fees.

General Exclusions and Clarifications

1. Work to be performed during working hours 7:00 AM to 3:30 PM Monday through Friday
2. Grounding scope of any kind is excluded
3. Landscape repair is excluded
4. Pricing is inclusive of shipment of entire project together to one location.

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5. Scope of work is based on existing voltage and phase electrical system.
6. Assumes existing electrical infrastructure is adequate, and available within 150 feet of the new installations.
7. Structural code and wind speed = 2019 CBC, 95 mi/h, exposure C, Importance Factor 1.0.
8. Confirmation of pole locations prior to production.
9. Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

HVAC Unit Replacement

Replace roof-mounted packaged equipment and split systems in accordance with the scope of work described below, and attached drawing sets.

General Scope of Work Details

Roof Top Units (DX Cooling/Gas Heating or Electric Heat Pump):

- Demolish and safely dispose refrigerant gas and units per code.
- Disconnect/Reconnect electrical connection, supply/return duct, gas line and condensate drain. Extend condensate drainpipe as shown per plans and in compliance with local code.
- Repair, patch and refinish walls, floors and roof slabs affected during demolition and reconstruction work.
- Provide new RTU as listed below.
- Replace existing disconnect with NEMA 3R disconnect to match existing. Per electrical keynotes listed on drawings.
- Provide new curb adaptor per plans and Schedule.
- Provide new flexible hose and dirt leg for gas line connection where applicable.
- Provide new thermostat compatible with new units and pull new conductors for new multi-stage units listed below.
- Test and Balance of new equipment (Test at the unit only).

Split Systems (DX Cooling/Gas Heating or Electric Heat Pump):

- Demolish and safely dispose refrigerant gas, furnace, fan coil unit, coil and condensing unit where applicable and per code.
- Disconnect/Reconnect electrical connection, supply/return duct, gas line, and condensate drain.
- Demolish and safely dispose refrigerant pipeline.
- Repair, patch and refinish walls, floors and roof slabs affected during demolition and reconstruction work.
- Provide new exterior NEMA-3R disconnects for exterior units, per electrical keynotes listed on drawings.
- Provide refrigerant gas pipes and insulate where applicable.
- Provide new equipment as listed below.
- Provide new flexible hose and dirt leg for gas line connection where applicable.
- Provide new thermostat compatible with new units and pull new conductors for new multi-stage units.
- Test and Balance of new equipment (Test at the unit only).

Options to be included on all packaged units:

- Hail Guards
- Hinged Access Panels
- If flue exhaust is within 10' of neighboring unit, provide flue extension

Options to be included for packaged units of 5-tons and greater (in addition to what is included above):

- 2019 Title 24 Compliant Economizer with Barometric Relief

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- BACnet card for FDD alarming on BMS

Options to be included for split systems greater than 5-tons:

- Provide necessary ductwork, dampers, and controls for economizer operation

Equipment Replacement List

1. Aero Complex

- Replace (7) 3-Ton Roof Top Gas/DX Units
- Replace (3) 4-Ton Roof Top Gas/DX Units
- Replace (1) 5-Ton Roof Top Gas/DX Unit
- Replace (1) 7.5-Ton Roof Top Gas/DX Unit
- Replace (3) 8.5-Ton Roof Top Gas/DX Units
- Replace (1) 10-Ton Roof Top Gas/DX Units

2. City Hall

- Replace (1) 2.5-Ton Roof Top Gas/DX Unit
- Replace (1) 3-Ton Roof Top Gas/DX Unit
- Replace (1) 4-Ton Roof Top Gas/DX Unit
- Replace (1) 5-Ton Roof Top Gas/DX Unit
- Replace (1) 6-Ton Roof Top Gas/DX Unit
- Replace (2) 8.5-Ton Roof Top Gas/DX Units
- Replace (1) 36,000 BTU Roof Top Furnace

3. Desert Sands

- Replace (2) 10-Ton Roof Top Gas/DX Units

4. Development Services

- Replace (2) 2-Ton Roof Top Gas/DX Units
- Replace (2) 2.5-Ton Roof Top Gas/DX Units
- Replace (4) 3-Ton Roof Top Gas/DX Units
- Replace (9) 4-Ton Roof Top Gas/DX Units
- Replace (7) 5-Ton Roof Top Gas/DX Units
- Replace (1) 6-Ton Roof Top Gas/DX Unit

5. Library

- Replace (1) 8.5-Ton Roof Top Gas/DX Unit
- Replace (2) 10-Ton Roof Top Gas/DX Units

6. SAVES

- Replace (1) 30-Ton Roof Top Gas/DX Unit

Exclusions

1. Protective coating on condenser coils.
2. Repairs to ductwork or air devices below the roofline.
3. Repairs to roofing not related to the HVAC installation.
4. Building structural upgrades.
5. Modifications or additions to architectural screening.
6. Certified duct cleaning. Air balance is included at the units only.
7. Upgrades to electrical circuits such as breakers, panels, wire size, etc.
8. Installation of roof service walkway mats.
9. Temporary heating or cooling equipment.

10. Duct pressure testing, unless required by code.
11. Holiday or off hours work. Normal work hours are from 7am to 4pm.
12. Modifications to any fresh air intakes due to proximity of exhaust fans.
13. Fire Life Safety testing. Units will be connected to existing FLS system only.

Clarifications

1. Because this equipment is being replaced in-kind ESCO has not included engineering fees to prepare new Title-24 energy calculations. ESCO will provide required Title 24 Acceptance tests upon completion of project.
2. ESCO will furnish materials to protect the integrity of the roof during the project. The cost for any pre or post construction inspections (if necessary) is not included in our proposal.
3. ESCO assumes that all circuit breakers are properly labeled to the corresponding AC equipment. ESCO has not included costs to identify which breaker turns off each unit.

Building Automation System Conversion to Automated Logic Controls

The City's existing Automation Logic Controls (ALC) will be expanded and upgraded at the facilities listed below. The existing Novar, CCN and standalone thermostats are to be removed from these facilities and new ALC to be installed. The ALC system will include control and monitoring for HVAC and lighting as consistent with existing facilities within the City of Palmdale. New graphical interface for new equipment is included in this scope of work as well as trends and alarms for the expanded system. The BAS will be controllable from a central workstation located on the owner's WAN/LAN. Control zones will be programmed for temperature setup, temperature setback, and optimized schedules. Weekly scheduling, holiday scheduling, and exception scheduling capabilities for each control zone will be provided.

ALC will provide site-specific on-site training for BAS operation. This includes, but is not limited to, latest system upgrades (new upgrade for whole ALC System), system architecture, controller and override panel operation, control drawings, device replacement, product overview and demonstration, logging on and off, system passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (weekly, holiday, and exception), and basic troubleshooting.

The facilities included below are to become part of the ALC System:

- | | |
|-------------------------------------|---------------|
| • Aero Complex | • SAVES |
| • City Hall | • Desert Sand |
| • Development Services ¹ | • Library |

¹ – Facilities have some existing ALC within the facility, these facilities are to have remaining units under ALC control.

Schneider Electric will be responsible for all final design decisions including controller selection, point configurations, and end device selection and will base such decisions on current standards and engineering practices of ALC and consistency within the City BAS system. Communication from each building to the central workstation will be provided through the owner's wide area network.

AERO COMPLEX

The ALC system will be expanded to control 16 (total) HVAC units within this facility. Control will be consistent with other facilities within the City BAS. ALC controls will be added to the newly installed mechanical equipment (see mechanical scope). Units that require economizer will have FDD (Fault Detection and Diagnostic) alarm monitored within the ALC Building Control System. The mini-split systems are not included in the BAS control scope.

Control parameters are as follows:

BAS HVAC Points

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command ▪ Space Temperature Setpoint Adj.	▪ Space Temperature ▪ Space Override ▪ Supply Air Temperature ▪ Supply Fan Status ▪ FDD Alarm (as required) ▪ Compressor Status ▪ Compressor Amps ▪ Heating/Cooling stages (if applicable) ▪ VFD Fan Speed (if applicable) ▪ Outside Air Temp ▪ CO2 Level (if applicable)

CITY HALL

The ALC system will be expanded to control 24 (total) HVAC units within this facility. Control will be consistent with other facilities within the City BAS. There are 2 existing units controlled by CCN Carrier for which the controls will be removed and new ALC to be added to these units. ALC controls will be added to the newly installed mechanical equipment (see mechanical scope) as well as existing. Units that require economizer will have FDD (Fault Detection and Diagnostic) alarm monitored within the ALC Building Control System. The mini-split systems are not included in the BAS control scope.

Control parameters are as follows:

BAS HVAC Points

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command ▪ Space Temperature Setpoint Adj.	▪ Space Temperature ▪ Space Override ▪ Supply Air Temperature ▪ Supply Fan Status ▪ FDD Alarm (as required) ▪ Compressor Status ▪ Compressor Amps ▪ Heating/Cooling stages (if applicable) ▪ VFD Fan Speed (if applicable) ▪ Outside Air Temp ▪ CO2 Level (if applicable)

DEVELOPMENTAL SERVICES

The ALC system will be expanded to control 26 (total) HVAC units within this facility. Control will be consistent with other facilities within the City BAS. There are 24 existing units controlled by Novar for which the controls will be removed and new ALC to be added to these units. Existing ALC controls will remain and be used for new mechanical equipment. ALC controls will be added to the newly installed mechanical equipment (see mechanical scope) as well as existing. Units that require economizer will have FDD (Fault Detection and Diagnostic) alarm monitored within the ALC Building Control System.

Control parameters are as follows:

BAS HVAC Points

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command ▪ Space Temperature Setpoint Adj.	▪ Space Temperature ▪ Space Override ▪ Supply Air Temperature ▪ Supply Fan Status ▪ FDD Alarm (as required) ▪ Compressor Status ▪ Compressor Amps ▪ Heating/Cooling stages (if applicable) ▪ VFD Fan Speed (if applicable) ▪ Outside Air Temp ▪ CO2 Level (if applicable)

The existing Novar system-controlled lighting circuits. With the removal of the Novar system, these points of control will be reconnected to an ALC controller. Time of day scheduling for lighting zones and override.

Lighting Control

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Lighting Zone Command (x11)	▪ Lighting Override (x8)

SAVES

The ALC system will be expanded to control 4 (total) HVAC units within this facility. Control will be consistent with other facilities within the City BAS. ALC controls will be added to the existing HVAC equipment. The mini-split systems are not included in the BAS control scope.

Control parameters are as follows:

BAS HVAC Points

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command ▪ Space Temperature Setpoint Adj.	▪ Space Temperature ▪ Space Override ▪ Supply Air Temperature ▪ Supply Fan Status ▪ Compressor Status ▪ Compressor Amps ▪ Heating/Cooling stages (if applicable) ▪ VFD Fan Speed (if applicable) ▪ Outside Air Temp ▪ CO2 Level (if applicable)

DESERT SANDS

The ALC system will be expanded to control 2 (total) HVAC units within this facility. Control will be consistent with other facilities within the City BAS. ALC controls will be added to the newly installed mechanical equipment (see mechanical scope). Units that require economizer will have FDD (Fault Detection and Diagnostic) alarm monitored within the ALC Building Control System.

Control parameters are as follows:

BAS HVAC Points

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command ▪ Space Temperature Setpoint Adj.	▪ Space Temperature ▪ Space Override ▪ Supply Air Temperature ▪ Supply Fan Status ▪ FDD Alarm (as required) ▪ Compressor Status ▪ Compressor Amps ▪ Heating/Cooling stages (if applicable) ▪ VFD Fan Speed (if applicable) ▪ Outside Air Temp ▪ CO2 Level (if applicable)

LIBRARY

The ALC system will be expanded to control 5 (total) HVAC units within this facility. Control will be consistent with other facilities within the City BAS. Existing ALC will remain and be used for new mechanical equipment. ALC controls will be added to the newly installed mechanical equipment (see mechanical scope) as well as existing. Units that require economizer will have FDD (Fault Detection and Diagnostic) alarm monitored within the ALC Building Control System. The mini-split systems are not included in the BAS control scope.

Control parameters are as follows:

BAS HVAC Points

<i>Control Points</i>	<i>Monitoring Points</i>
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command ▪ Space Temperature Setpoint Adj.	▪ Space Temperature ▪ Space Override ▪ Supply Air Temperature ▪ Supply Fan Status ▪ FDD Alarm (as required) ▪ Compressor Status ▪ Compressor Amps ▪ Heating/Cooling stages (if applicable) ▪ VFD Fan Speed (if applicable) ▪ Outside Air Temp ▪ CO2 Level (if applicable)

CLARIFICATIONS AND EXCLUSIONS

The following clarifications and exclusions apply to Schneider Electric's scope of work above:

CLARIFICATIONS

- To the best of Schneider Electric's knowledge, the points above represent all that are necessary to effectively operate the indicated systems. If additional points are required to operate the systems specifically indicated above per Schneider Electric's Sequences of Operation, they will be incorporated under this scope of work. If any of the points indicated above are unable to be included within the final system, such points shall be excluded from this scope of work. Points associated with new mechanical equipment (if applicable) are subject to change based on those points available from the equipment ultimately furnished and the points deemed necessary for operation of the system.
- Schneider Electric may reuse existing equipment including (but not limited to) valves, dampers, and actuators for the execution of this contract, and assumes the equipment or devices are in good working order. Should the equipment or devices require repair or replacement, this will be the responsibility of the owner unless specifically indicated otherwise in the scope of work. Schneider

Electric will create an equipment deficiency report (EDR) to provide the owner with written notification if such equipment or devices are identified.

- Schneider Electric will only control equipment and/or devices shown in the Scope of Work. Equipment and devices not in the Scope of Work are excluded. Schneider Electric is not responsible for the functionality of such equipment even if such equipment is operated by an existing BAS.
- Matching of ceiling tile color and pattern shall be limited by current commercial availability should replacement tile be required. Similar or complementary tiles shall be provided where exact matches are not available.
- Demolition of the existing HVAC controls / building automation equipment will be performed as needed to implement the new DDC system installation (reuse of enclosures, wire, and end devices will be solely at the discretion of Schneider Electric). The total demolition of any remaining abandoned or obsolete control elements will be the responsibility of the owner, unless otherwise stated.
- Schneider Electric is not responsible for safeties on existing equipment including smoke detectors, fire alarm interlocks, and low or high temperature cut-outs or any life safety equipment. Pre and post testing of smoke, fire, and life safety systems will be the responsibility of the customer and the sequence will be provided to Schneider Electric. Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
- Exhaust fans controlled by occupancy sensors or local switches, that are process / life safety related, or that do not move air beyond the building envelope will not be integrated with the building management system.
- Schneider Electric will not be responsible for any modification or expansion of the owner's existing WAN/LAN for the execution of this project. Owner to provide Schneider Electric with designated open port(s) as required at existing network switches in all facilities within this scope of work. The IP information will then be given to ALC for implementation of project.
- Where new control panels are to be installed, conduit will be installed from the panel knock-out to a height of 8' or the level of the finished ceiling if present – whichever is lower – for all low voltage wiring. Conduit will not be required in other applications unless otherwise indicated by the scope of work above. All wiring shall be in compliance with local codes and authorities having jurisdiction.

EXCLUSIONS

- Asbestos abatement of any kind is excluded.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work are excluded.
- Hydronic / airflow testing and balancing on HVAC equipment will not be included as part of the controls
- Repair of existing HVAC and control equipment, or deficiencies in existing equipment discovered during construction, beyond the scope of work above is excluded.
- Any repair patching of existing walls, sheetrock, plaster, brick, wood, etc due to the removal of existing thermostats (for retrofit with DDC Sensor or new thermostat) is excluded.

Irrigation Control and Repairs

Rainbird IQ System

Existing "TIME BASED" irrigation controllers shall be upgrade to the Rainbird IQ™ Platform, a remote water management tool that will allow Customer to control irrigation systems from a computer, tablet or smartphone. Controllers serving 12 to 48 stations, Rainbird IQ water management system optimize irrigation efficiency by creating and recording on-site climate information and creating water-saving irrigation schedules on a daily basis.

- With a uniform weather based smart control system, irrigation will be automated using weather conditions.

- Each station or zone is programmed for plant material type, soil types and other conditions which will sync with the weather data and water based on plant requirements.
- With central control, all systems can be managed online or from an IPAD or smart device reducing trips to site.
- Workorder systems and alerts notify the team of leaks and problems with the system.

Smart Irrigation Scope of Work

The following sites do not currently have master control valves or flow sensors, and will be provided as part of this project:

Description	Site Number	Master Valve	Flow Sensor
Joshua Hills	1	(1) 2" Master Valve	(1) 2" Flow Sensor
SAVES	2	(2) 1" Master Valves	(2) 1" Flow Sensors
Parks & Recreation	3	(1) 1" Master Valve	(1) 1" Flow Sensor
Palmdale Playhouse	4	(1) 2" Master Valve	(1) 2" Flow Sensor
Hammack Activity & Worksource Center	5	(1) 1" Master Valve	(1) 1" Flow Sensor
Manzanita Heights Park	6	(1) 2" Master Valve	(1) 2" Flow Sensor
Desert Sands Park	7	(2) 2-1/2" Master Valves	(2) 2-1/2" Flow Sensors
Marie Kerr Park	8	(1) 4" Master Valve	(1) 4" Flow Sensor
American Indian Little League	9	(1) 2" Master Valve	(1) 2" Flow Sensor

ESCO shall provide the following, by site:

Domenic Massari Park

North A

- 1 12 Station controller w/flow sensing
- 1 NOF RB9IQI - CELL
- 1 IQ Network COMCRTRS232 IQNCCRS
- 1 IQ Pro Smart Mod, 2 wire comm
- 1 ESP-LXME, 12 station module

North B

- 1 12 Station controller w/flow sensing
- 1 IQ Network COMCRTRS232 IQNCCRS
- 1 IQ Pro Smart Mod, 2 wire comm
- 1 ESP-LXME, 12 station module

North C

- 1 12 Station controller w/flow sensing
- 1 IQ Network COMCRTRS232 IQNCCRS
- 1 IQ Pro Smart Mod, 2 wire comm
- 2 ESP-LXME, 12 station module

North D

- 1 12 Station controller w/flow sensing
- 1 IQ Network COMCRTRS232 IQNCCRS
- 1 IQ Pro Smart Mod, 2 wire comm
- 1 ESP-LXME, 12 Station Module

Proprietary and Confidential

South A2, B2, & C2

- 3 12 Station controller w/flow sensing
- 3 IQ Network COMCRTRS232 IQNCCRS
- 3 IQ Pro Smart Mod, 2 wire comm
- 3 ESP-LXME, 12 station module

Sam Yellen Park

- 1 12 Station controller w/flow sensing
- 1 IQ Cartridge
- 1 External GPRS Antenna
- 3 ESP-LXME, 12 station module
- 1 Stainless steel backboard 32"L X 22"W
- 1 Controller sub assembly 48 station for ESPLXMEF (COB)

Dry Town / Oasis

- 1 NOF RB9IQI

SAT A, B, A2

- 3 NOF RB9MIQX
- 1 IVM sensor input for flow sensor
- 1 F47110 input sensor for use with flow or weather
- 1 Pump 220XI 30 PSI boost 130 GPM

Joshua Hills Park - 36 Stations

- 1 12 Station controller w/flow sensing
- 1 IQ Cartridge
- 1 External GPRS Antenna
- 2 ESP-LXME, 12 station module
- 1 Stainless steel backboard 32"L X 22"W
- 1 Controller sub assembly 48 station for ESPLXMEF (COB)

Heritage Park

- 1 12 Station controller w/flow sensing
- 1 IQ CARTRIDGE
- 1 External GPRS Antenna
- 3 ESP-LXME, 12 station module
- 1 Stainless steel backboard 32"L X 22"W
- 1 Controller sub assembly 48 station for ESPLXMEF (COB)

S.A.V.E.S

- 1 12 Station controller w/flow sensing
- 1 IQ Cartridge
- 1 External GPRS Antenna
- 1 ESP-LXME, 12 station module
- 1 Enclosure, stainless steel top entry, 24"W X 38"H X 17"D
- 1 Controller sub assembly 24 station for ESPLXMEF (COB)

Parks & Recreation

- 1 12 Station controller w/flow sensing
- 1 IQ Cartridge
- 1 External GPRS Antenna
- 2 ESP-LXME, 12 station module
- 1 Stainless steel backboard 32"L X 22"W
- 1 Controller sub assembly 48 station for ESPLXMEF (COB))

Palmdale Playhouse

- 1 12 Station controller w/flow sensing
- 1 IQ Cartridge
- 1 External GPRS Antenna
- 1 Stainless steel backboard 32"L X 22"W
- 1 Controller sub assembly 24 station for ESPLXMEF (COB)

Legacy & Senior Legacy - 48Stations, Senior – 24 Stations

- 2 12 Station controller w/flow sensing
- 2 IQ Cartridge
- 2 External GPRS Antenna
- 4 ESP-LXME, 12 station module
- 2 tray hole pattern for LXME controller for SB-22SS
- 2 ESP CONTROLLER POWER ASSEMBLY

Palmdale Civic Center

Library - 36 Stations, Poncitlan - 48 Stations, Dev Serv - 36 Stations

- 3 12 Station controller w/flow sensing
- 3 IQ Cartridge
- 3 External GPRS Antenna
- 7 ESP-LXME, 12 station module
- 3 Stainless steel backboard 32"L X 22"W
- 3 Controller sub assembly 48 station for ESPLXMEF (COB)

Hammack Activity Center/ Worksource Center

- 1 12 Station controller w/flow sensing
- 1 IQ Cartridge
- 1 External GPRS Antenna
- 1 ESP-LXME, 12 station module
- 1 Stainless steel backboard 32"L X 22"W
- 1 Controller sub assembly 48 station for ESPLXMEF (COB)

St. Claire Parkway South A&B

- 2 12 Station controller w/flow sensing
- 1 IQ Cartridge
- 1 External GPRS Antenna
- 2 IQ Pro Smart Mod, 2 wire comm
- 1 IQ Network COMCRTRS232 IQNCCRS
- 4 ESP-LXME, 12 station module
- 2 Stainless steel backboard 32"L X 22"W

- 2 Controller sub assembly 48 station for ESPLXMEF (COB)

St Claire Parkway North A,B & C

- 3 12 Station controller w/flow sensing
- 1 IQ Cartridge
- 1 External GPRS Antenna
- 2 IQ Network COMCRTRS232 IQNCCRS
- 3 IQ Pro Smart Mod, 2 wire comm
- 7 ESP-LXME, 12 station module
- 3 Controller sub assembly 48 station for ESPLXMEF (COB)
- 1 Stainless steel backboard 32"L X 22"W

Demonstration Garden

- 1 12 Station controller w/flow sensing
- 1 IQ Cartridge
- 1 External GPRS Antenna
- 1 ESP-LXME, 12 station module
- 1 Tray hole pattern for LXME controller for SB-22SS
- 1 Controller sub assembly 24 station for ESPLXMEF (COB)

Manzanita Heights Park

- 1 12 Station controller w/flow sensing
- 1 IQ Cartridge
- 1 External GPRS Antenna
- 3 ESP-LXME, 12 station module
- 1 Stainless steel backboard 32"L X 22"W
- 1 Controller sub assembly 48 station for ESPLXMEF (COB)
- 1 PS90N3210378 pump 220XI 30 PSI boost 130 GPM

Pelona Vista

- 1 NOF RB9IQI-CELL

South Clock A

- 1 12 Station controller w/flow sensing
- 1 IQ Network COMCRTRS232 IQNCCRS
- 1 IQ Pro Smart Mod, 2 wire comm
- 3 ESP-LXME, 12 station module
- 1 Controller sub assembly 48 station for ESPLXMEF (COB)
- 1 Stainless steel backboard 32"L X 22"W

South Clock B

- 1 12 Station controller w/flow sensing
- 1 IQ Network COMCRTRS232 IQNCCRS
- 1 IQ Pro Smart Mod, 2 wire comm
- 3 ESP-LXME, 12 station module
- 1 Controller sub assembly 48 station for ESPLXMEF (COB)
- 1 Stainless steel backboard 32"L X 22"W

South Clock C

- 1 12 Station controller w/flow sensing
- 1 IQ Network COMCRTRS232 IQNCCRS
- 1 IQ Pro Smart Mod, 2 wire comm
- 1 ESP-LXME, 12 station module
- 1 Controller sub assembly 24 station for ESPLXMEF (COB)
- 1 Stainless steel backboard 32"L X 22"W

North Clocks A, B, & C

- 3 12 Station controller w/flow sensing
- 3 IQ Network COMCRTRS232 IQNCCRS
- 1 IQ Pro Smart Mod, 2 wire comm
- 9 ESP-LXME, 12 station module
- 1 Controller sub assembly 48 station for ESPLXMEF (COB)
- 3 Stainless steel backboard 32"L X 22"W

Desert Sands Park

- 2 12 Station controller w/flow sensing
- 2 IQ Cartridge
- 2 External GPRS Antenna
- 6 ESP-LXME, 12 station module
- 2 Stainless steel backboard 32"L X 22"W
- 2 Controller sub assembly 48 station for ESPLXMEF (COB)

Anaverde Park

- 1 NOF RB9IQI – CELL
- 1 VM sensor input for flow sensor
- 1 F47110 input sensor for use with flow or weather
- 1 NOF RB9MIQX

Foothill Park

- 1 12 Station controller w/flow sensing
- 1 IQ Cartridge
- 1 External GPRS Antenna
- 1 IQ Pro Smart Mod, 2 wire comm
- 1 ESP-LXME, 12 station module
- 1 Stainless steel backboard 32"L X 22"W
- 1 CON Controller sub assembly 24 station for ESPLXMEF (COB)

Foothills Park B

- 1 12 Station controller w/flow sensing
- 1 IQ Network COMCRTRS232 IQNCCRS
- 1 IQ Pro Smart Mod, 2 wire comm
- 3 ESP-LXME, 12 station module
- 1 Stainless steel backboard 32"L X 22"W
- 1 Controller sub assembly 48 station for ESPLXMEF (COB)

Marie Kerr Park

A, B, C, D, Women's, Amphitheater, Men's, Soccer & Medians

- 1 NOF RB9IQI – CELL
- 2 IVM sensor input for flow sensor
- 2 F47110 Input sensor for use with flow or weather
- 8 NOF RB9MIQX

Arnie Quinones

- 1 12 Station controller w/flow sensing
- 1 IQ Cartridge
- 1 External GPRS Antenna
- 3 ESP-LXME, 12 station module
- 1 Stainless steel backboard 32"L X 22"W
- 1 Controller sub assembly 48 station for ESPLXMEF (COB)

American Indian Little League

- 1 12 Station controller w/flow sensing
- 1 IQ Cartridge
- 1 External GPRS Antenna
- 1 ESP-LXME, 12 station module
- 1 Backboard 1655
- 1 Controller sub assembly 24 station for ESPLXMEF (COB)

Exclusions and Clarifications

- Any changes to design including unit selection or location of equipment is subject to change order.
- The first-year cellular plan for the Rainbird IQ system is included. Customer will be responsible for the ongoing annual payments directly to Rainbird.
- Replacement or repair of existing valves, irrigation lines, sprinklers is excluded.
- Additional trenching is excluded for anything other than new master valves and flow sensors.

ATTACHMENTS TO SCHEDULE A

SCHEDULE B PROJECTED SAVINGS

The Projected Savings will be as follows:

Year	Utility Savings	Capital Renewal Savings	O&M Savings	Total Annual Projected Savings	Cumulative Projected Savings
1	\$176,683	\$1,371,000	\$127,374	\$1,675,057	\$1,675,057
2	\$183,750		\$131,195	\$314,946	\$1,990,003
3	\$191,100		\$135,131	\$326,231	\$2,316,234
4	\$198,744		\$139,185	\$337,929	\$2,654,163
5	\$206,694		\$143,361	\$350,055	\$3,004,218
6	\$214,962		\$147,661	\$362,623	\$3,366,841
7	\$223,560		\$152,091	\$375,652	\$3,742,493
8	\$232,503		\$156,654	\$389,157	\$4,131,650
9	\$241,803		\$161,354	\$403,156	\$4,534,806
10	\$251,475		\$166,194	\$417,669	\$4,952,476
11	\$261,534		\$171,180	\$432,714	\$5,385,190
12	\$271,995		\$176,315	\$448,311	\$5,833,500
13	\$282,875		\$181,605	\$464,480	\$6,297,980
14	\$294,190		\$187,053	\$481,243	\$6,779,224
15	\$305,958		\$192,665	\$498,622	\$7,277,846
16	\$318,196		\$198,445	\$516,641	\$7,794,487
17	\$330,924		\$204,398	\$535,322	\$8,329,809
18	\$344,161		\$210,530	\$554,691	\$8,884,499
19	\$357,927		\$216,846	\$574,773	\$9,459,273
20	\$372,244		\$223,351	\$595,596	\$10,054,868
Total	\$5,261,280	\$1,371,000	\$3,422,588	\$10,054,868	

The projected savings values above are agreed to by both Parties with no additional measurement or verification.

EXHIBIT "A"
ARPA REQUIREMENTS

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

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

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

1. CONTRACTOR, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. CONTRACTOR will be required to submit data showing compliance with the above.
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.
3. The Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) and all applicable standards, orders or regulations.
4. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regulations regarding restrictions on lobbying and required certificates.
5. Section 2 CFR 200.323 regarding Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (EPA guidelines at 40 CFR Part 247.
6. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.

EXHIBIT "B"
PREVAILING WAGE REQUIREMENTS

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

2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations.

These rates are on file with the City or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

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

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

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

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

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

8. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The

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

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

EXHIBIT "C"
WORKER'S COMPENSATION CERTIFICATE
ATTACHED

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

Contractor

By _____
Print Name

Signature

Title

Date

Section 3700 of the State Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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



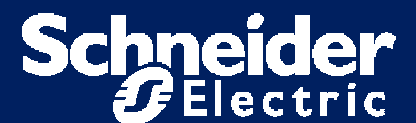
City of Palmdale

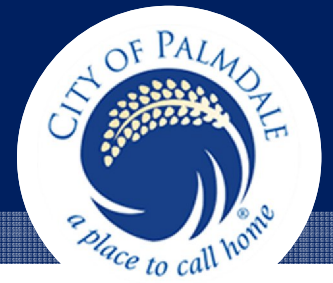
Guaranteed Energy & Water Savings Program

Phase One

Project Briefing

February 22nd, 2023





Objectives

- 1 Provide an overview on the Energy and Water Savings Project
- 2 Key benefits of the project
- 3 Share project scope, pricing, and energy savings
- 4 Allow time for questions and feedback

Program Goals



Opportunities

- Retrofit existing lighting to more efficient LED solutions, replace old/antiquated HVAC equipment – improve Indoor Air Quality – standardize ALC controls – water efficiency.
- Reduce energy consumption and utility expenditures, generate new revenue streams towards a positive economic impact.
- Optimize Federal grants and Incentive programs to fund the city's vision.

Program Highlights



Transform the city environment with impactful environmental improvements that include: lighting, irrigation, mechanical, controls. This project will improve building health, safety, comfort, efficiency & the environment for the community.



Invest in guaranteed outcomes, resolving some of the most complex issues with a partner that has expertise and a shared vested interest in long-term performance.



Gain return on investment with **annual savings of \$304** the City of Palmdale will realize **\$10.1M in avoided costs** over the 20-year life of the project, with a **\$3.22M investment** from the City.

Project Overview



Current Challenges

Increased energy and water usage

Volatile energy and water rates that are driving utility budget escalations

HVAC mechanical units past their useful life

Smart irrigation that is discontinued

An assortment of control solutions with obsolete components

SAVES Bldg. power issues that impact impact operation

What we are accomplishing with this project

- o Generating a new revenue stream within the utility budget
- o Reducing CO2 emissions and carbon footprint
- o Enhance quality of lighting City Wide through LED Solutions for both interior/exterior
- o Improved safety and security in public spaces
- o Improve Indoor Air Quality – Standardize ALC Controls
- o Implementing irrigation upgrades and controls with modern technology
- o Remove risk from supply chain
- o Optimizing Federal grants to fund your vision

INCLUDE

Citizen
Engagement

IGNITE

Economic Dev. and
Community Prosperity

INVEST

Responsible
Stewardship

INNOVATE

Quality
of Life

Project Scope



Lighting



- Interior LED Fixtures at **5 Sites**
- Exterior LED Fixtures at **5 Sites**
- Sports Fields LED Fixtures at **2 Sites**
- Anaverde Streetlight LED Fixtures

HVAC & Controls



- HVAC Units Replaced at **6 Sites**
- HVAC Unit Controls, HVAC Zones, and Lighting Zones Converted to ALC at **6 Sites**

Other Measures



- Irrigation Controllers Upgraded or Replaced, 2 new Booster Pump Systems, and 13 new Master Valves and Flow Sensors at **22 Sites**

Additional Development



- Carport Solar PV
- Electrical Vehicle Fleet Plan
- Battery Energy Storage
- Microgrids
- Energy Management Software Platform
- New SAVES Building – Facility Assessment
- Chlorine Generation

Savings Overview



City of Palmdale - Emissions Summary

ENVIRONMENTAL BENEFITS

	Scope 1	Scope 2	Total
Baseline Energy (MMBtu/yr)	24,955	12,530	37,485
Baseline Emissions (Tons CO2e/yr)	1,457	2,453	3,910
Savings (Tons CO2e/yr)	4	593	597
% Savings	0.3%	24.2%	15.3%



15.3%

% eTon Savings



597

eTons GHG



128

Cars Removed



77

Equivalent Houses



23,889

Equivalent Trees

**Emissions factors are derived from EPA eGrids database and represent the National average.*

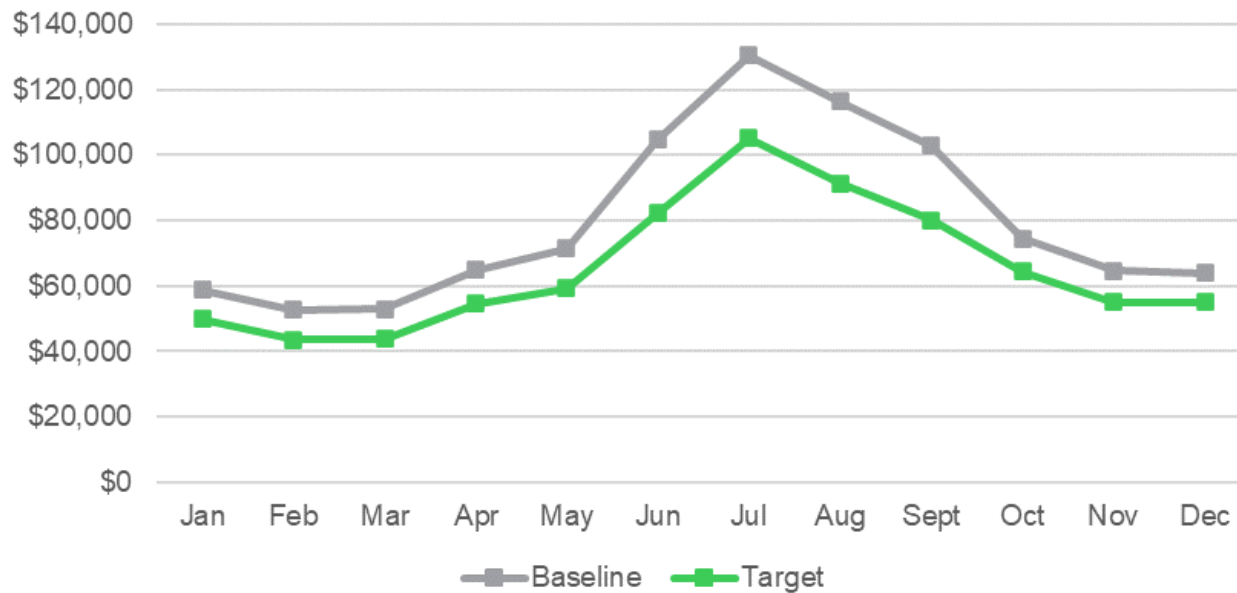
> Scope 1 Emissions include **direct** emissions from on-site fossil fuel combustion.

> Scope 2 Emissions result from **indirect** emissions from purchased generation of electric, chw or steam.

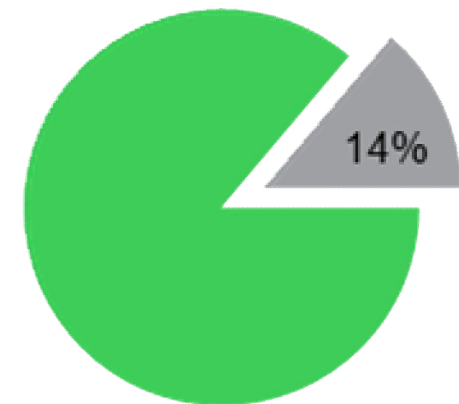
Savings Overview



Annual Electric Costs



Energy Cost Savings



Next Steps

ACTION ITEMS





Questions





City Council Staff Report

DATE: MARCH 1, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: CITY MANAGER'S OFFICE
DISTRICT: ALL
SUBJECT: INTRODUCE AND ADOPT ORDINANCE NO. 1609, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING PALMDALE MUNICIPAL CODE SECTION 2.08.040 CHANGING THE REGULAR MEETING DATES AND TIMES OF THE CITY COUNCIL TO THE FIRST AND THIRD WEDNESDAY OF THE MONTH AT 5:00 P.M.

ISSUE

Adopt Ordinance No. 1609 amending Palmdale Municipal Code Section 2.08.040 declaring the regular meeting dates and times of the City Council to occur on the first and third Wednesdays of the month at 5:00 p.m.

RECOMMENDATION

Staff recommends that the City Council:

1. Receive public testimony;
2. Approve the introduction of proposed Ordinance No. 1609; and,
3. Adopt Ordinance No.1609 amending Palmdale Municipal Code Section 2.08.040 promulgating the regular meeting date of the City Council to occur on Wednesdays.

BACKGROUND

At the January 11, 2023 City Council meeting, staff was directed to prepare a survey to receive input from the public regarding their preferred City Council meeting date, time, and whether Closed Session should start before or after the regular meeting. The survey was made available on the City's website. There were two hundred eighty-three (283) responses received. The results of the survey are listed on the following page.

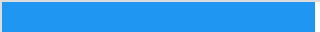
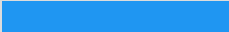
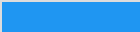
MULTIPLE CHOICE

Select your preferred day that the public meeting starts

Answer Choice	0%	100%	Number of Responses	Response Ratio
Monday			24	8%
Tuesday			31	10%
Wednesday			195	68%
Thursday			33	11%
Total Responses			283	100%

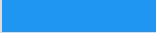
MULTIPLE CHOICE

Select your preferred time that the public meeting starts

Answer Choice	0%	100%	Number of Responses	Responses Ratio
5:00 p.m.			130	45%
6:00 p.m.			96	33%
7:00 p.m.			57	20%
Total Responses			283	100%

MULTIPLE CHOICE

Select your preferred time that closed session starts

Answer Choice	0%	100%	Number of Responses	Responses Ratio
3:00 p.m. (Before Public Meeting)			77	27%
5:00 p.m. (Before Public Meeting)			63	22%
After Public Meeting			143	50%
Total Responses			283	100%

DISCUSSION

The proposed Ordinance, if adopted, will change the regular meeting frequency of the City Council of the City of Palmdale to twice a month instead of the current once a month. The proposed Ordinance would change the meeting dates to the first and third Wednesday of each month except in January and July where regular meetings will be held on the second and third Wednesday of those months. The Ordinance, if adopted, will also change the start time of the regular meeting to 5:00 p.m. with Closed Session, if any, being held immediately following the regular meeting which is in line with the survey results received.

The proposed changes to the Palmdale Municipal Code Section 2.08.040 by this Ordinance are as follows:

2.08.040 Regular meeting day, time and place.

Regular meetings of the City Council will be held on the first **and third** Wednesday of each month except in January and July where regular meetings will be held on the second Wednesday of those months. Meetings of the City Council shall be held at 38300 Sierra Highway, Suite B, Palmdale, California, at **5:00** p.m. If all matters on the agenda for any regular meeting have not been considered by the City Council by the hour of 10:30 p.m., or such earlier or later time as may be fixed by a majority vote of the City Council, then the regular meeting may be adjourned to the next succeeding Wednesday, at the same time and at the same location, unless a different day, time or location is specified in the order of adjournment. When so adjourned, each adjourned meeting shall be a regular meeting for all purposes. Notice of all meetings of the City Council, whether regular, adjourned, special or emergency, will be given in the manner required by statute. When a regular Wednesday meeting of the City Council falls on a national or state holiday and City offices are scheduled to be closed, then such meeting shall not be held and will be deemed adjourned for all purposes with no further action required by the City Council or the City Clerk except such written notices of adjournment as may be required by law. The ordinance codified in this section shall take effect 30 days after adoption.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

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

Prepared by:	Roxanne Faber, Acting City Clerk
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, Interim City Attorney

ATTACHMENTS

Ordinance No. 1609

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1609

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE
AMENDING PALMDALE MUNICIPAL CODE SECTION 2.08.040
CHANGING THE REGULAR MEETING DATES AND TIMES OF THE
CITY COUNCIL TO THE FIRST AND THIRD WEDNESDAY OF THE
MONTH AT 5:00 P.M.**

WHEREAS, it is incumbent upon the City Council to set a regular meeting date of the City Council to ensure public access and participation in municipal matters; and

WHEREAS, by Ordinance, in April 2017, the regular date of the City Council was set as the first Tuesday of each month; and

WHEREAS, on September 7, 2021, the City Council set the date for regular meetings of the City Council on the first Wednesday of each month; and

WHEREAS, the Ordinance setting the date as the first Wednesday of the month had a sunset clause of February 2022, unless otherwise acted on by the City Council; and

WHEREAS, on January 12, 2022, the City Council adopted Ordinance No. 1578 which allowed the regular meeting dates on the first Wednesday of each month to continue; and

WHEREAS, on January 11, 2023, the City Council directed staff to prepare a survey and receive public input regarding City Council regular meeting days and times; and

WHEREAS, public input was received, and the results of the survey were provided to the City Council,

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

SECTION 1. Section 2.08.040 of the Palmdale Municipal Code is amended in its entirety to read as follows:

///

///

///

2.08.040 Regular meeting day, time and place.

Regular meetings of the City Council will be held on the first **and third** Wednesday of each month except in January and July where regular meetings will be held on the second Wednesday of those months. Meetings of the City Council shall be held at 38300 Sierra Highway, Suite B, Palmdale, California, at **5:00** p.m. If all matters on the agenda for any regular meeting have not been considered by the City Council by the hour of 10:30 p.m., or such earlier or later time as may be fixed by a majority vote of the City Council, then the regular meeting may be adjourned to the next succeeding Wednesday, at the same time and at the same location, unless a different day, time or location is specified in the order of adjournment. When so adjourned, each adjourned meeting shall be a regular meeting for all purposes. Notice of all meetings of the City Council, whether regular, adjourned, special or emergency, will be given in the manner required by statute. When a regular Wednesday meeting of the City Council falls on a national or State holiday and City offices are scheduled to be closed, then such meeting shall not be held and will be deemed adjourned for all purposes with no further action required by the City Council or the City Clerk except such written notices of adjournment as may be required by law. The Ordinance codified in this section shall take effect 30 days after adoption of this Ordinance.

SECTION 2. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance to be published and posted as required by law.

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

Approved as to form:

Laura Bettencourt, Mayor

ATTEST:

William P. Curley, III
Interim City Attorney

Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing Ordinance was duly introduced, passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 1st day of March, 2023, effective on the 1st day of April, 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, City Clerk



Joint Staff Report

DATE: MARCH 1, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL
HONORABLE CHAIR AND COMMISSIONERS
HONORABLE CHAIR AND MEMBERS
HONORABLE CHAIR AND DIRECTORS

FROM: CITY MANAGER'S OFFICE
FINANCE DIVISION

DISTRICT: ALL

SUBJECT: REVIEW AND APPROVE FY 2023 MID-YEAR BUDGET
ADJUSTMENTS.

ISSUE

Review and approve the FY 2023 mid-year budget adjustments.

RECOMMENDATION

Staff recommends that the City Council:

- Review and approve the FY 2023 mid-year budget adjustments.

BACKGROUND

Each year, the City is required to adopt a balanced budget for the operations of the City. The budget serves as the city's financial plan for the fiscal year beginning July 1 through June 30. It defines the City's priorities for the provision of services to the community.

On June 29, 2022, the City Council approved the FY 2022-23 Annual Operating and Maintenance Budget and Capital Improvement Program. Since budget adoption, financial and operational needs not accommodated by the current budget have been identified and need to be incorporated into the FY 2023 Budget. This is necessary to better reflect program costs for the benefit of the community.

Carryforwards of encumbrances and unspent funds are included from the previous fiscal year for review and approval as well. Encumbrances are funds that are assigned to a Purchase Order and completion of the purchase or services have not been completed in the current fiscal year therefore need to be carried forward for use in the next fiscal year. Unspent budget funds are carried forward by approval of the City Manager when projects or purchases are delayed for reasons beyond the City's control.

DISCUSSION

The Citywide FY 2023 Annual Operating, Maintenance and Capital Budget is:

	FY 2023 Adopted	FY 2023 Adjusted	Difference
Beginning Fund Balance	\$ 318,568,837	\$ 318,568,837	
Revenues/Transfers In	477,651,970	480,128,560	2,476,590
Expenditures/Transfers Out	548,186,860	565,638,890	17,452,020
Projected Ending Fund Balance (Before Reserves)	\$ 248,033,947	\$ 233,158,507	

The table above represents all funds which include reimbursable grants for restricted purposes.

Revenues are projected to increase by \$2.5 million due to:

- \$4.5 million increase in anticipated revenues generated by Energy for Palmdale's Independent Choice (EPIC), following the residential launch in October 2022 and the commercial launch upcoming in March 2023.
- \$2.5 million in proceeds from the sale of Successor Agency property.
- \$2.2 million increase in Federal and State grants.
- \$(7.0) million decrease in anticipated Other Revenue of \$7 million. This decrease is the result of an anticipated sale of City owned property being delayed until the next Fiscal Year.

Expenditures are projected to increase by \$17.4 million due to:

- \$3 million increase in Operating expenditures primarily due to:
 - o \$2.1 million in land sale proceeds for Successor Agency property to be remitted to Los Angeles County
 - o \$250 thousand to support SAVES programs.
 - o \$135 thousand for City Hall maintenance and improvements.
 - o \$120 thousand increase in fuel to accommodate rising costs.
 - o \$300 thousand in various operating accounts as a result of inflation and the rising costs of goods and services.
- \$7.5 million increase in Contract Services for:
 - o \$6.4 million for EPIC power procurement, as a result of rising energy costs.
 - o \$400 thousand increase in Los Angeles County Animal Care and Control.
 - o \$400 thousand for Sewer Master Plan update to bring the City into compliance.
 - o \$300 thousand in Parks & Recreation to retain talent for summer concert series.

- \$6.6 million increase in Capital Improvement projects. Details for Capital Projects will be provided in the CIP section of this report.

Sufficient fund balance remains to maintain the City in a positive financial position.

General Fund

The FY 2023 Annual Operating and Maintenance Budget for the General Fund is:

	FY 2023 Adopted	FY 2023 Adjusted	Difference
Beginning Fund Balance	\$ 73,269,500	\$ 73,269,500	
Revenues/Transfers In	103,220,100	96,800,410	(6,419,690)
Expenditures/Transfers Out	100,862,660	102,415,720	1,553,060
Projected Ending Fund Balance (Before Reserves)	\$ 75,626,940	\$ 67,654,190	

Revenues for the General Fund are projected to decrease by \$6.4 million due to:

- \$425 thousand increase in Development Charges for Services as a result of fees for developments that are expected to be collected in the fiscal year, as well as processing and planning fees.
- \$(7.0) million decreases in Other Revenue as the result of a delay in the sale of a City owned property, now expected to take place in Fiscal Year 2023-24.

Expenditures are projected to increase by \$1.5 million due to:

- \$1.2 million increase in Contract Services, including:
 - o \$400 thousand increase in Los Angeles County Animal Care and Control.
 - o \$300 thousand in Parks & Recreation to retain talent for summer concert series.
 - o \$200 thousand in professional service contracts for Engineering Division.
 - o \$300 thousand increase in building maintenance, repair, landscape and various expense accounts to account for increased costs due to inflationary pressure.
- \$530 thousand increase in Operating expenses due to:
 - o \$155 thousand in program sponsorships.
 - o \$135 thousand for City Hall maintenance and improvements.
 - o \$100 thousand in Healthy Living executive physicals for City Council and Executive staff.
 - o \$60 thousand in recruitment costs for nationwide City Attorney recruitment and recruitment for various other positions.
 - o \$50 thousand increase in maintenance supplies and equipment, including lighting, custodial, small tools.

Measure AV

The FY 2023 Annual Budget for Measure AV is:

	FY 2023 Adopted	FY 2023 Adjusted	Difference
Beginning Fund Balance	\$ 18,022,844	\$ 18,022,844	
Revenues/Transfers In	23,116,000	23,116,000	0
Expenditures/Transfers Out	16,375,300	17,277,080	941,780
Projected Ending Fund Balance (Before Reserves)	\$ 7,802,604	\$ 6,860,824	

Expenditures for Measure AV are proposed to increase by \$942 thousand due to:

- \$310 thousand for general park improvements.
- \$192 thousand for Chimbole Center conceptual reconstruction/renovation.
- \$100 thousand for tenant improvements for the Aero building.
- \$60 thousand for the purchase of public safety equipment.

The Measure AV proposed mid-year adjustments have gone before the Measure AV Oversight Committee on January 25, 2023. The committee has provided a general consensus that the proposed adjustments are an appropriate use of Measure AV funds.

Special Revenue/Other Funds

Special Revenue and other funds consist of transportation funds, grants, and other forms of restricted funding. Use of the money in certain funds are governed by memorandums of understanding, contracts, or law. Required audits are conducted each year to ensure compliance with the granting agency.

FY 2023 Annual Budget for Special Revenue/Other funds is:

	FY 2023 Adopted	FY 2023 Adjusted	Difference
Beginning Fund Balance	\$ 250,479,249	\$ 250,479,249	
Revenues/Transfers In	321,845,700	330,741,980	8,896,280
Expenditures/Transfers Out	384,417,794	399,474,975	15,057,181

Projected Ending Fund Balance (Before Reserves)	\$ 187,907,155	\$ 181,846,254	
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Revenues are projected to increase by \$8.9 million due to:

- \$4.5 million increase in anticipated revenues generated by Energy for Palmdale's Independent Choice (EPIC), following the residential launch in October 2022 and the commercial launch upcoming in March 2023.
- \$2.7 million State Grants for the Cal Vet Homes for Families project.
- \$2.5 million in proceeds from the sale of Successor Agency property.
- \$650 thousand in grants for library improvements.

Expenditures are projected to increase by \$15.1 million due to:

- \$6.4 million increase in power procurement for Energy for Palmdale's Independent Choice (EPIC).
- \$5 million for SAVES relocation and tenant improvements.
- \$2.7 million in state grant expenditures for the Cal Vet Homes for Families project.
- \$2.1 million in proceeds from the sale of Successor Agency land.
- \$900 thousand in capitalized equipment for Fleet Maintenance division.
- \$650 thousand for grant expenditures for library improvements.
- \$400 thousand for Sewer Master Plan update.
- \$(2.2) million decrease in CIP and federally funded projects that have been completed or put on hold.

Transportation Funds

One of the largest sources of revenue used by the City to pay for the maintenance, repair, and improvement of streets and facilities is transportation funding. These are sales tax revenues collected by the State or County and allocated to the City based on percent of population. The below table shows FY 2023 Transportation fund expenditure budgets.

Transportation Funds	FY 2023 Adopted	FY 2023 Adjusted	Amount Change	% Chg
GAS TAX FUND	\$ 11,773,130	\$ 11,809,330	\$ 36,200	0.3%
PROP A FUND	6,686,740	6,698,740	12,000	0.2%
PROP C FUND	14,244,790	14,319,790	75,000	0.5%
LOCAL TRANSP FUND ART 3	9,030	9,030	0	0%
LOCAL TRANSP FUND ART 8	10,824,024	10,831,224	7,200	-0.1%
MEASURE R FUND	95,590,380	95,590,380	0	0%
MEASURE M FUND	15,639,170	15,639,170	0	0%
Grand Total	\$ 154,767,264	\$ 154,897,664	\$ 130,400	0.1%

The City uses these funds specifically to fund street repair maintenance and improvement activities such as traffic engineering, geographical information system software and staffing, bus stop and transportation center maintenance and public works staffing. Depending on the source of funding, balances may build up in order to complete a large project.

American Rescue Plan Act (ARPA) Funds

The City of Palmdale's allocation from American Rescue Plan Act funds is \$35.4 million. The first half of the allocation in the amount of \$17.7 million was received in FY 2021, and the second half was received in FY 2022.

In June 2022, the City Council adopted a budget for the use of ARPA funds. There are no adjustments presented at this mid-cycle review.

Capital Improvement Program

The following adjustments to Capital Projects are being proposed:

Project Description	Adopted Budget	Adjustment	Proposed Total
ADA COMPLIANCE	820,340	(89,580)	730,760
CITY FACILITIES	2,271,180	300,000	2,571,180
COUNCIL CHAMBER IMPR	50,000	648,000	698,000
NAVIGATION CENTER	583,700	4,416,300	5,000,000
PALMDALE FILM STAGE	410,150	20,000	430,150
CITY WIDE SECURITY	1,549,820	(200,000)	1,349,820
LIBRARY ELEVATOR	25,000	(25,000)	-
TEEN CHALLENGE	500,000	(500,000)	-
OASIS GENERATOR	75,000	80,000	155,000
CHIMBOLE GENERATOR	80,000	(80,000)	-
CHIMBOLE EMERGENCY CLEANUP	-	192,000	192,000
DIGITAL EQUITY STUDY	100,000	325,000	425,000
LOCAL ROADWAY SAFETY PLAN	-	80,000	80,000
AUTO MALL LANDSCAPE PROJECT	-	141,600	141,600
RANCHO VISTA PARK	246,700	175,000	421,700
MCADAM PARK IMPROVEMENTS	220	(220)	-
MK PARK SWIM DECK & COVER	1,199,650	550,000	1,749,650
SPORTS FIELD MAINTENANCE	1,600,000	1,125,500	2,725,500
MCADAM PARK RENOV	550,000	275,000	825,000
MK PARK POOL ENCLOSURE	550,000	(550,000)	-
15 E/SR 138 INTR SCTN IMPRVMT	815,020	75,000	890,020

TRAFFIC - AVE M	300,000	(300,000)	-
Grant Total	\$ 11,726,780	\$ 6,658,600	\$ 18,385,380

Please keep in mind that these projects are funded from a variety of sources. The attached schedules provide a comprehensive listing of all approved capital projects.

Personnel

In efforts to address the growing needs of the community and organization, an organizational restructure of the City Manager and City Council offices would provide the opportunity to strategically align staff and department roles with the workload demanded to meet those needs. The restructure focuses on the future of the organization, developing policies, procedures, internal controls, segregation of duties and ultimately aligns roles to be responsible for overseeing integral initiatives and special projects for the City.

Staff requests two (2) Deputy City Manager positions, one (1) additional Executive Assistant position, one (1) City Council Liaison position.

These positions would provide the City Manager Department and City Council office with a strong and enhanced level of leadership and expertise to carry out the increased workload and responsibilities. It is anticipated that these pressures continue to increase as the City continues to create new programs and initiatives utilizing various outside funding sources. It is in the best interest of the City to provide staff with an achievable work-life balance to ensure staff wellbeing and the long-term success of the City. The two (2) Deputy City Manager positions would replace current vacant positions of Director of Operations and Director of Neighborhood Services, therefore there is no fiscal impact associated with those positions. The Executive Assistant and City Council Liaison positions would have no fiscal impact in FY 2023 but would have an ongoing fiscal impact of \$241,150 in FY 2024, subject to cost of living and merit increases, consistent with general positions.

Staff also requests one (1) Economic Development Manager position. This position was previously funded, however remained vacant for a period of time as the department re-organized. It is now being recommended to fund this position and fill based on the need for support of the Visit Palmdale program and increased focus on economic development priorities. Visit Palmdale has approved to fund \$50,000 of this position in the first year, and staff will be requesting a longer term commitment from Visit Palmdale upon approval. The fiscal impact for FY 2023 will be minimal, if any. The position would likely be filled in late FY 2023 or early FY 2024. The ongoing fiscal impact of this position is \$211,200 in FY 2024, subject to cost of living and merit increases, consistent with general positions.

FISCAL IMPACT

The proposed adjustments to the FY 2023 Operating and Capital budget is compliant with all financial policies, including the City's 20% General Fund Reserve Policy. It is anticipated that revenues will be sufficient to cover all expenditures proposed.

STRATEGIC PLAN

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

- B. Manage resources, costs and liabilities to ensure the City's long-term fiscal health.
- C. Involve and expand engagement to enhance public oversight and transparency.

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

ATTACHMENTS

1. FY 2023 Mid-Year Budget Schedules

CITY OF PALMDALE
FIVE YEAR GENERAL FUND AND CONSOLIDATED FUNDS PROJECTION

				YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	FY 2022	FY 2023	FY 2023	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
	Actuals	Actuals YTD	Adopted	Proposed	Projected	Projected	Projected	Projected
1 BEGINNING FUND BALANCE	58,501,265	73,269,500	73,269,500	73,269,500	67,654,188	66,677,238	58,747,398	49,150,718
2 REVENUES/TRANSFERS IN								
3 Property Tax	27,498,407	4,412,668	26,790,360	26,790,360	27,594,070	28,421,890	29,274,550	30,152,790
4 Sales And Use Tax	27,799,318	11,402,027	28,894,710	28,894,710	29,472,600	30,062,050	30,663,290	31,276,560
5 Transient Occupancy Tax	5,540,832	2,726,678	4,800,000	4,800,000	4,896,000	4,993,920	5,093,800	5,195,680
6 Franchise Fees	6,303,923	2,033,247	5,880,500	5,880,500	5,939,310	5,998,700	6,058,690	6,119,280
7 Use Of Property	2,684,784	949,917	3,257,600	3,267,600	3,332,950	3,399,610	3,467,600	3,536,950
8 License And Permits	6,329,069	3,332,009	4,418,700	4,505,000	4,595,100	4,687,000	4,780,740	4,876,350
9 Charges For Services	988,381	918,112	1,397,530	1,316,520	1,382,350	1,451,470	1,524,040	1,600,240
10 Development Charges For Services	2,657,376	1,862,193	2,033,000	2,543,420	2,619,720	2,698,310	2,779,260	2,862,640
11 Fines And Forfeitures	881,764	5,800,490	639,400	589,400	601,190	613,210	625,470	637,980
12 Other Revenue	3,433,294	2,085,582	12,536,100	5,569,098	11,061,600	5,561,600	5,561,600	5,561,600
13 Gain (Loss) Fair Value of Investments	(3,293,721)	0	0	0	0	0	0	0
14 Transfer In	6,854,503	1,818,831	12,572,200	12,643,800	12,441,200	12,441,200	12,441,200	12,441,200
15 Total Revenues	87,677,930	37,341,754	103,220,100	96,800,408	103,936,090	100,328,960	102,270,240	104,261,270
16 EXPENDITURES/TRANSFERS OUT								
17 Salaries	16,257,278	10,559,731	20,058,490	20,064,490	20,666,420	21,286,410	21,925,000	22,582,750
18 Benefits	6,440,045	4,714,081	8,907,840	8,924,640	9,192,380	9,468,150	9,846,880	10,240,760
19 Organizational Development	422,932	196,225	689,310	704,820	680,000	680,000	680,000	680,000
20 Operating (materials, supplies)	5,890,990	5,524,425	10,297,720	10,827,620	11,910,380	12,267,690	12,635,720	13,014,790
21 Contract Services	10,026,736	6,503,031	15,154,080	15,959,030	16,278,210	16,603,770	16,935,850	17,274,570
22 Capital Outlay	1,153,382	1,208,162	3,513,710	3,264,710	150,000	150,000	150,000	150,000
23 County Contracts - Law Enforcement	18,182,038	5,588,236	16,077,800	16,077,800	21,709,580	22,903,610	24,163,310	25,492,290
24 County Contracts - Liability	2,762,351	1,165,088	3,635,900	3,635,900	4,054,030	4,520,240	5,040,070	5,619,680
25 County Contracts - Animal Control	1,062,815	600,290	1,020,000	1,420,000	800,000	800,000	800,000	800,000
26 Utilities	2,072,328	1,313,180	2,540,470	2,569,370	2,672,140	2,779,030	2,890,190	3,005,800
27 Debt Service	4,725,262	2,540,360	6,349,900	6,349,900	6,349,900	6,349,900	6,349,900	6,349,900
28 Transfers Out/Internal Svc Alloc.	3,913,538	-	8,367,440	8,367,440	8,200,000	8,200,000	8,200,000	8,200,000
29 Transfer Out to Reserves		-	4,250,000	4,250,000	2,250,000	2,250,000	2,250,000	2,250,000
30 Total Expenditures	72,909,695	39,912,809	100,862,660	102,415,720	104,913,040	108,258,800	111,866,920	115,660,540
31 Surplus/(Deficit) (Revenue - Expenditures)	14,768,235	(2,571,055)	2,357,440	(5,615,312)	(976,950)	(7,929,840)	(9,596,680)	(11,399,270)
32 FUND BALANCE BEFORE RESERVES/RESTRICTION	73,269,500	70,698,445	75,626,940	67,654,188	66,677,238	58,747,398	49,150,718	37,751,448
33 20 % Reserve Requirement (30% Recommended)	14,581,939		20,172,532	30,724,716	31,473,912	21,651,760	22,373,384	23,132,108
34 Restricted, Nonspendable and Assigned	32,841,061		32,841,061	32,841,061	25,000,000	25,000,000	25,000,000	25,000,000
35 ENDING AVAILABLE BALANCE	25,846,500		22,613,347	4,088,411	10,203,326	12,095,638	1,777,334	(10,380,660)

CITY OF PALMDALE
FY 2023 MID-YEAR BUDGET
REVENUES - ALL FUNDS (Actuals through Q3 FY23)

	Category	2022 Actual	2023 Actual YTD	2023 Budget	2023 Proposed Budget	Amount Change	% Chg
60	PROPERTY TAXES	90,526,672	4,445,332	89,998,760	89,998,760	-	0.0%
61	SALES & USE TAXES	62,973,812	24,750,445	64,030,230	64,030,230	-	0.0%
62	OTHER TAXES	6,821,624	4,747,315	8,052,690	8,052,690	-	0.0%
63	TRANSIENT OCC TAX	5,540,832	2,726,678	4,800,000	4,800,000	-	0.0%
64	FRANCHISE FEES	6,567,427	2,095,645	6,238,600	6,238,600	-	0.0%
65	SUBVENTIONS & GRANTS	32,243,344	19,093,613	177,050,270	179,207,200	2,156,930	1.2%
66	DEVELOPER CONTRIB	51,380	17,690	80,400	80,400	-	0.0%
67	COUNTY CONTRIB	672,843	42,971	3,997,110	3,287,610	(709,500)	-17.8%
68	STATE CONTRIBUTIONS	-	-	2,000	2,000	-	0.0%
69	OTHER AGENCY CONTRIB	766,094	15,250	4,411,060	4,411,060	-	0.0%
71	USE OF PROPERTY	12,249,638	10,366,692	13,161,270	13,131,810	(29,460)	-0.2%
72	FAIR VALUE OF INVEST	(10,389,302)	-	10,000	10,000	-	0.0%
75	PARK DEVELOPMENT FEE	2,413,127	978,248	1,000,000	1,000,000	-	0.0%
76	DRAINAGE FEES	2,192,979	518,218	1,012,000	687,000	(325,000)	-32.1%
77	SEWER UPGRADE FEES	-	900	-	900	900	0.0%
78	TRAFFIC IMPACT FEES	891,289	236,040	950,000	950,000	-	0.0%
79	FACILITY IMPACT FEE	1,422,618	435,764	1,100,000	1,100,000	-	0.0%
80	LICENSES AND PERMITS	6,395,847	3,424,194	4,514,100	4,628,400	114,300	2.5%
81	CHRGs FOR SERVICES	4,125,941	2,149,852	29,097,560	34,102,350	5,004,790	17.2%
82	DEV CHRGs FOR SVCS	2,716,054	1,972,763	2,394,310	2,820,230	425,920	17.8%
83	FINES & FORFEITURES	1,167,735	5,966,041	813,600	763,600	(50,000)	-6.1%
84	SPECIAL ASSESSMENTS	22,687,355	10,446,207	23,081,000	23,303,270	222,270	1.0%
90	OTHER - REVENUE	4,117,991	2,365,342	13,149,550	6,270,568	(6,878,982)	-52.3%
95	GN/LS-SALE OF ASSET	(561,355)	24,519	-	2,544,420	2,544,420	0.0%
98	TRANSFERS IN	14,388,217	3,008,187	28,707,460	28,707,460	-	0.0%
Grand Total		269,982,164	99,827,905	477,651,970	480,128,558	2,476,588	0.5%

CITY OF PALMDALE
FY 2023 MID-YEAR BUDGET
REVENUES - GENERAL FUND (Actuals through Q3 FY23)

			2023 Actual		2023		
	Category	2022 Actual	YTD	2023 Budget	Proposed Budget	Amount Change	% Chg
60	PROPERTY TAXES	27,498,407	4,412,668	26,790,360	26,790,360	-	0.0%
61	SALES & USE TAXES	27,799,318	11,402,027	28,894,710	28,894,710	-	0.0%
63	TRANSIENT OCC TAX	5,540,832	2,726,678	4,800,000	4,800,000	-	0.0%
64	FRANCHISE FEES	6,303,923	2,033,247	5,880,500	5,880,500	-	0.0%
65	SUBVENTIONS & GRANTS	18,753	130	-	-	-	0.0%
69	OTHER AGENCY CONTRIB	43,250	15,250	200,000	200,000	-	0.0%
71	USE OF PROPERTY	2,684,784	949,917	3,257,600	3,267,600	10,000	0.3%
72	FAIR VALUE OF INVEST	(3,635,505)	-	-	-	-	0.0%
80	LICENSES AND PERMITS	6,329,069	3,332,009	4,418,700	4,505,000	86,300	2.0%
81	CHRGs FOR SERVICES	988,381	918,112	1,241,430	1,316,520	75,090	6.0%
82	DEV CHRGs FOR SVCS	2,657,376	1,862,193	2,117,500	2,543,420	425,920	20.1%
83	FINES & FORFEITURES	881,764	5,800,490	639,400	589,400	(50,000)	-7.8%
90	OTHER - REVENUE	3,371,291	2,070,202	12,336,100	5,369,098	(6,967,002)	-56.5%
95	GN/LS-SALE OF ASSET	341,784	-	-	-	-	0.0%
98	TRANSFERS IN	6,854,503	1,818,831	12,643,800	12,643,800	-	0.0%
Grand Total		87,677,929	37,341,754	103,220,100	96,800,408	(6,419,692)	-6.2%

CITY OF PALMDALE
FY 2023 MID-YEAR BUDGET
EXPENDITURES - ALL FUNDS (Actuals through Q3 FY23)

			2023 Actual		2023		
	Category	2022 Actual	YTD	2023 Budget	Proposed Budget	Amount Change	% Chg
10	SALARIES	25,657,538	18,746,272	33,868,530	33,856,150	(12,380)	0.0%
11	BENEFITS	11,263,966	8,252,571	15,094,750	15,113,830	19,080	0.1%
15	ORG DEVELOPMENT	530,985	257,321	880,810	903,720	22,910	2.6%
20	OPERATING EXP	12,801,435	9,779,385	31,731,760	34,520,440	2,788,680	8.8%
21	CONTRACT SERVICES	20,687,851	10,748,963	55,220,540	62,749,570	7,529,030	13.6%
22	SOFTWARE	1,714,893	1,116,930	2,856,980	2,909,880	52,900	1.9%
23	CAPITAL OUTLAY	267,435	160,844	494,750	567,923	73,173	14.8%
24	COUNTY CONTRACTS	29,610,842	12,877,091	34,481,160	34,881,160	400,000	1.2%
25	UTILITIES	6,739,217	2,834,158	7,674,450	7,759,050	84,600	1.1%
26	PROGRAM EXP	390,183	357,601	12,211,420	11,019,730	(1,191,690)	-9.8%
30	INTER-GOV SHARING	50,646,105	-	50,626,900	50,903,188	276,288	0.5%
40	CAPITAL	20,787,246	15,667,579	251,874,914	259,414,844	7,539,930	3.0%
50	DEBT SERVICE	24,336,850	10,946,739	26,675,940	26,675,440	(500)	0.0%
55	CONTINGENCY	-	-	20,000	20,000	-	0.0%
59	TRANSFERS OUT	10,581,969	1,748,099	24,473,960	24,343,960	(130,000)	-0.5%
Grand Total		216,016,516	93,493,553	548,186,864	565,638,885	17,452,021	3.2%

CITY OF PALMDALE
FY 2023 MID-YEAR BUDGET
EXPENDITURES - GENERAL FUND (Actuals through Q3 FY23)

			2023 Actual		2023		
	Category	2022 Actual	YTD	2023 Budget	Proposed Budget	Amount Change	% Chg
10	SALARIES	16,259,278	10,559,731	20,058,490	20,064,490	6,000	0.0%
11	BENEFITS	6,440,045	4,714,081	8,907,840	8,924,640	16,800	0.2%
15	ORG DEVELOPMENT	422,932	196,225	689,310	704,820	15,510	2.3%
20	OPERATING EXP	5,890,992	5,524,425	10,297,720	10,827,620	529,900	5.1%
21	CONTRACT SERVICES	10,024,879	6,501,396	15,146,980	15,951,930	804,950	5.3%
22	SOFTWARE	1,857	1,635	7,100	7,100	-	0.0%
23	CAPITAL OUTLAY	78,023	20,882	126,950	144,950	18,000	14.2%
24	COUNTY CONTRACTS	22,007,204	7,353,614	20,733,700	21,133,700	400,000	1.9%
25	UTILITIES	2,072,328	1,313,180	2,540,470	2,569,370	28,900	1.1%
40	CAPITAL	1,075,359	1,187,280	3,386,760	3,119,760	(267,000)	-7.9%
50	DEBT SERVICE	4,725,262	2,540,360	6,349,900	6,349,900	-	0.0%
59	TRANSFERS OUT	2,303,562	-	12,617,440	12,617,440	-	0.0%
Grand Total		71,301,720	39,912,809	100,862,660	102,415,720	1,553,060	1.5%

CITY OF PALMDALE
FY 2023 MID-YEAR BUDGET
EXPENDITURES - ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY23)

	Category	2022 Actual	2023 Actual YTD	2023 Budget	2023 Proposed Budget	Amount Change	% Chg
1. City Council							
CITY COUNCIL	SALARIES	130,890	81,046	116,580	116,580	-	0.0%
	BENEFITS	144,583	79,099	56,570	56,570	-	0.0%
	ORG DEVELOPMENT	30,449	7,255	30,250	33,750	3,500	11.6%
	OPERATING EXP	1,329	1,329	2,000	3,000	1,000	50.0%
	CAPITAL OUTLAY	-	-	1,000	1,000	-	0.0%
	UTILITIES	486	2,175	3,600	3,600	-	0.0%
	TRANSFERS OUT	44,590	-	64,010	64,010	-	0.0%
CITY COUNCIL Total		352,326	170,903	274,010	278,510	4,500	1.6%
1. City Council Total		352,326	170,903	274,010	278,510	4,500	1.6%
2. City Attorney							
CITY ATTORNEY	SALARIES	1,149,293	158,035	1,176,040	1,176,040	-	0.0%
	BENEFITS	353,974	75,753	637,120	637,120	-	0.0%
	ORG DEVELOPMENT	27,976	5,672	39,000	39,000	-	0.0%
	OPERATING EXP	2,598	1,203	4,000	4,000	-	0.0%
	CONTRACT SERVICES	889,223	599,509	752,500	752,500	-	0.0%
	CAPITAL OUTLAY	-	-	2,000	2,000	-	0.0%
	UTILITIES	1,364	596	2,500	2,500	-	0.0%
	TRANSFERS OUT	53,630	-	76,810	76,810	-	0.0%
CITY ATTORNEY Total		2,478,058	840,768	2,689,970	2,689,970	-	0.0%
RISK MANAGEMENT	ORG DEVELOPMENT	-	385	1,100	1,100	-	0.0%
	OPERATING EXP	2,502,529	3,908,054	4,140,500	4,140,500	-	0.0%
	CONTRACT SERVICES	503,383	575,696	654,000	654,000	-	0.0%
RISK MANAGEMENT Total		3,005,912	4,484,135	4,795,600	4,795,600	-	0.0%
2. City Attorney Total		5,483,970	5,324,903	7,485,570	7,485,570	-	0.0%
3. City Manager							
AMERICAN RESCUE PLAN ACT	SALARIES	-	1,005,500	1,700,000	1,700,000	-	0.0%
	OPERATING EXP	74,837	1,123,228	7,749,300	7,749,300	-	0.0%
	CONTRACT SERVICES	49,533	147,397	2,468,470	2,468,470	-	0.0%
	COUNTY CONTRACTS	-	1,875,000	4,600,000	4,600,000	-	0.0%
	UTILITIES	451	2,704	10,800	10,800	-	0.0%
	CAPITAL	4,850	-	-	-	-	0.0%
AMERICAN RESCUE PLAN ACT Total		129,670	4,153,829	16,528,570	16,528,570	-	0.0%
ASSESSMENT DIST / CFD	SALARIES	-	-	-	-	-	0.0%
	CONTRACT SERVICES	696,784	119,130	1,111,460	994,490	(116,970)	-10.5%
	DEBT SERVICE	2,457,545	-	2,366,670	2,366,670	-	0.0%
	TRANSFERS OUT	120,900	-	179,200	179,200	-	0.0%
ASSESSMENT DIST / CFD Total		3,275,229	119,130	3,657,330	3,540,360	(116,970)	-3.2%
CITY CLERK	SALARIES	424,403	348,352	550,730	550,730	-	0.0%
	BENEFITS	181,894	150,122	286,810	286,810	-	0.0%
	ORG DEVELOPMENT	15,610	4,599	25,770	25,770	-	0.0%
	OPERATING EXP	7,457	9,959	18,040	18,040	-	0.0%
	CONTRACT SERVICES	284,323	47,417	357,600	357,600	-	0.0%
	CAPITAL OUTLAY	795	-	1,500	1,500	-	0.0%
	UTILITIES	-	286	-	-	-	0.0%
	TRANSFERS OUT	98,230	-	140,820	140,820	-	0.0%
CITY CLERK Total		1,012,711	560,734	1,381,270	1,381,270	-	0.0%
CITY MANAGER	SALARIES	1,312,532	741,030	983,670	989,670	6,000	0.6%
	BENEFITS	435,581	278,327	523,970	523,970	-	0.0%
	ORG DEVELOPMENT	71,185	9,378	66,500	66,500	-	0.0%
	OPERATING EXP	336,293	1,126,725	1,610,000	1,740,000	130,000	8.1%
	CONTRACT SERVICES	413	-	1,000	1,000	-	0.0%
	CAPITAL OUTLAY	1,258	3,978	12,100	12,100	-	0.0%
	UTILITIES	2,178	560	2,000	2,000	-	0.0%
	TRANSFERS OUT	74,300	-	117,110	117,110	-	0.0%
CITY MANAGER Total		2,233,739	2,159,998	3,316,350	3,452,350	136,000	4.1%

CITY OF PALMDALE
FY 2023 MID-YEAR BUDGET
EXPENDITURES - ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY23)

	Category	2022 Actual	2023 Actual YTD	2023 Budget	2023 Proposed Budget	Amount Change	% Chg
COMMUNICATIONS	SALARIES	553,056	314,090	553,450	553,450	-	0.0%
	BENEFITS	272,409	167,072	322,300	322,300	-	0.0%
	ORG DEVELOPMENT	4,129	10,196	30,350	30,350	-	0.0%
	OPERATING EXP	1,646	3,994	5,150	5,150	-	0.0%
	CONTRACT SERVICES	376,685	190,846	750,340	790,340	40,000	5.3%
	CAPITAL OUTLAY	13,371	-	-	-	-	0.0%
	UTILITIES	1,869	1,322	2,230	2,230	-	0.0%
	TRANSFERS OUT	53,630	-	76,810	76,810	-	0.0%
COMMUNICATIONS Total		1,276,794	687,519	1,740,630	1,780,630	40,000	2.3%
FINANCE	SALARIES	1,126,230	715,857	1,736,210	1,736,210	-	0.0%
	BENEFITS	518,728	376,355	878,510	878,810	300	0.0%
	ORG DEVELOPMENT	15,177	8,158	40,800	40,800	-	0.0%
	OPERATING EXP	43,472	16,038	29,000	27,000	(2,000)	-6.9%
	CONTRACT SERVICES	649,842	309,045	1,033,180	1,023,180	(10,000)	-1.0%
	CAPITAL OUTLAY	-	176	4,000	22,000	18,000	450.0%
	UTILITIES	487	792	720	1,720	1,000	138.9%
	DEBT SERVICE	278,551	-	75,000	75,000	-	0.0%
	TRANSFERS OUT	4,878,646	1,748,099	5,575,280	5,575,280	-	0.0%
FINANCE Total		7,511,133	3,174,520	9,372,700	9,380,000	7,300	0.1%
GENERAL CITY	SALARIES	-	289,097	617,890	617,890	-	0.0%
	BENEFITS	78,615	26,596	288,150	288,150	-	0.0%
	ORG DEVELOPMENT	105,467	55,200	193,500	193,500	-	0.0%
	OPERATING EXP	150,130	198,795	2,589,380	2,879,880	290,500	11.2%
	CONTRACT SERVICES	213,500	170,730	388,220	388,220	-	0.0%
	CAPITAL OUTLAY	-	-	500	500	-	0.0%
	UTILITIES	122,690	59,879	152,500	152,500	-	0.0%
	CAPITAL	-	-	200,000	200,000	-	0.0%
	DEBT SERVICE	8,362,803	2,736,891	10,336,400	10,336,400	-	0.0%
	TRANSFERS OUT	56,536	-	8,594,900	8,594,900	-	0.0%
	GENERAL CITY Total	9,089,742	3,537,188	23,361,440	23,651,940	290,500	1.2%
HUMAN RESOURCES	SALARIES	453,080	355,251	539,450	539,450	-	0.0%
	BENEFITS	183,567	161,203	244,510	244,510	-	0.0%
	ORG DEVELOPMENT	14,700	8,189	19,660	24,160	4,500	22.9%
	OPERATING EXP	1,869,142	725,910	2,154,340	2,322,340	168,000	7.8%
	CONTRACT SERVICES	990,961	553,541	1,541,100	1,546,100	5,000	0.3%
	CAPITAL OUTLAY	758	-	1,500	1,500	-	0.0%
	TRANSFERS OUT	62,550	-	89,610	89,610	-	0.0%
HUMAN RESOURCES Total		3,574,758	1,804,094	4,590,170	4,767,670	177,500	3.9%
INFORMATION TECHNOLOGY	SALARIES	809,057	602,597	912,890	912,890	-	0.0%
	BENEFITS	425,661	320,427	396,140	396,140	-	0.0%
	ORG DEVELOPMENT	3,429	6,689	20,000	20,000	-	0.0%
	OPERATING EXP	226,482	7,865	21,500	21,500	-	0.0%
	CONTRACT SERVICES	28,605	7,375	38,200	38,200	-	0.0%
	SOFTWARE	1,713,037	1,115,296	2,839,180	2,892,080	52,900	1.9%
	CAPITAL OUTLAY	126,235	128,897	260,300	285,973	25,673	9.9%
	UTILITIES	12,285	50,075	98,400	98,400	-	0.0%
	CAPITAL	-	252,994	797,770	792,470	(5,300)	-0.7%
	DEBT SERVICE	-	-	-	-	-	0.0%
INFORMATION TECHNOLOGY Total		3,344,791	2,492,214	5,384,380	5,457,653	73,273	1.4%
LEGISLATIVE AFFAIRS	SALARIES	164,880	178,854	261,800	261,800	-	0.0%
	BENEFITS	75,492	77,911	124,660	124,660	-	0.0%
	ORG DEVELOPMENT	100	4,438	15,000	15,000	-	0.0%
	OPERATING EXP	-	202	1,500	1,500	-	0.0%
	CONTRACT SERVICES	152,325	118,000	399,000	406,000	7,000	1.8%
	CAPITAL OUTLAY	-	-	1,000	1,000	-	0.0%
LEGISLATIVE AFFAIRS Total	UTILITIES	-	-	1,600	1,600	-	0.0%
		392,798	379,405	804,560	811,560	7,000	0.9%
PALMDALE COMMUNITY FOUNDATION	OPERATING EXP	47,611	25,730	169,100	172,450	3,350	2.0%
	CONTRACT SERVICES	-	-	130	130	-	0.0%
	CONTINGENCY	-	-	20,000	20,000	-	0.0%
PALMDALE COMMUNITY FOUNDATION Total		47,611	25,730	189,230	192,580	3,350	1.8%

CITY OF PALMDALE
FY 2023 MID-YEAR BUDGET
EXPENDITURES - ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY23)

	Category	2022 Actual	2023 Actual YTD	2023 Budget	2023 Proposed Budget	Amount Change	% Chg
RECORDS MANAGEMENT	SALARIES	1,208	46,269	124,330	124,330	-	0.0%
	BENEFITS	23	13,468	85,860	85,860	-	0.0%
	ORG DEVELOPMENT	200	-	-	-	-	0.0%
	OPERATING EXP	2,639	2,061	6,500	6,500	-	0.0%
	CONTRACT SERVICES	8,706	9,380	23,200	23,200	-	0.0%
	CAPITAL OUTLAY	-	-	800	800	-	0.0%
	UTILITIES	7,956	7,582	8,100	11,300	3,200	39.5%
RECORDS MANAGEMENT Total		20,732	78,761	248,790	251,990	3,200	1.3%
SUCCESSOR AGENCY	SALARIES	574	-	860	860	-	0.0%
	BENEFITS	401	-	640	640	-	0.0%
	OPERATING EXP	2,456,741	6	33,800	2,146,300	2,112,500	6250.0%
	CONTRACT SERVICES	1,164,825	59,906	1,263,900	1,258,900	(5,000)	-0.4%
	UTILITIES	108,568	51,713	127,100	123,500	(3,600)	-2.8%
	PROGRAM EXP	-	-	365,000	365,000	-	0.0%
	INTER-GOV SHARING	50,646,105	-	50,626,900	50,903,188	276,288	0.5%
	DEBT SERVICE	10,255,882	6,669,187	10,510,400	10,510,400	-	0.0%
	TRANSFERS OUT	-	-	307,000	177,000	(130,000)	-42.3%
SUCCESSOR AGENCY Total		64,633,096	6,780,812	63,235,600	65,485,788	2,250,188	3.6%
3. City Manager Total		96,542,805	25,953,935	133,811,020	136,682,361	2,871,341	2.1%
4. Economic and Community Development							
ADMIN - ECONOMIC DEVELOPMENT	SALARIES	434,884	168,448	518,860	518,860	-	0.0%
	BENEFITS	91,315	63,911	274,890	274,890	-	0.0%
	ORG DEVELOPMENT	9,829	1,072	11,000	11,000	-	0.0%
	OPERATING EXP	37,622	6,062	7,500	7,500	-	0.0%
	CONTRACT SERVICES	66,384	9,755	55,000	55,000	-	0.0%
	UTILITIES	42	-	1,300	1,300	-	0.0%
	CAPITAL	288,447	-	-	-	-	0.0%
	DEBT SERVICE	378,343	-	-	-	-	0.0%
	TRANSFERS OUT	116,060	-	-	-	-	0.0%
ADMIN - ECONOMIC DEVELOPMENT Total		1,422,926	249,248	868,550	868,550	-	0.0%
BUILDING AND SAFETY	SALARIES	1,096,780	825,072	1,321,660	1,321,660	-	0.0%
	BENEFITS	608,588	462,482	780,290	780,290	-	0.0%
	ORG DEVELOPMENT	33,217	12,601	42,600	42,600	-	0.0%
	OPERATING EXP	3,357	2,659	4,500	4,500	-	0.0%
	CONTRACT SERVICES	373,542	229,239	872,200	872,200	-	0.0%
	CAPITAL OUTLAY	-	-	6,000	6,000	-	0.0%
	UTILITIES	6,537	3,288	5,800	5,800	-	0.0%
	TRANSFERS OUT	174,600	-	266,740	266,740	-	0.0%
BUILDING AND SAFETY Total		2,296,622	1,535,341	3,299,790	3,299,790	-	0.0%
ECONOMIC DEVELOPMENT	SALARIES	257,903	182,034	244,920	244,920	-	0.0%
	BENEFITS	150,353	102,960	149,940	149,940	-	0.0%
	ORG DEVELOPMENT	24,094	22,529	36,600	36,600	-	0.0%
	OPERATING EXP	401,142	481,061	1,757,000	1,466,000	(291,000)	-16.6%
	CONTRACT SERVICES	325,574	433,779	1,024,000	1,016,000	(8,000)	-0.8%
	CAPITAL OUTLAY	651	-	1,500	1,500	-	0.0%
	UTILITIES	578	344	900	900	-	0.0%
	TRANSFERS OUT	53,630	-	76,810	76,810	-	0.0%
ECONOMIC DEVELOPMENT Total		1,213,925	1,222,707	3,291,670	2,992,670	(299,000)	-9.1%
PLANNING	SALARIES	820,539	626,622	993,590	993,590	-	0.0%
	BENEFITS	386,884	310,199	450,790	450,790	-	0.0%
	ORG DEVELOPMENT	6,679	4,399	21,200	13,200	(8,000)	-37.7%
	OPERATING EXP	2,539	6,134	16,300	16,000	(300)	-1.8%
	CONTRACT SERVICES	17,388	26,501	86,200	86,200	-	0.0%
	CAPITAL OUTLAY	2,152	44	3,000	3,000	-	0.0%
	UTILITIES	42	-	-	-	-	0.0%
	TRANSFERS OUT	107,150	-	153,620	153,620	-	0.0%
PLANNING Total		1,343,373	973,898	1,724,700	1,716,400	(8,300)	-0.5%
4. Economic and Community Development Total		6,276,846	3,981,195	9,184,710	8,877,410	(307,300)	-3.3%

CITY OF PALMDALE
FY 2023 MID-YEAR BUDGET
EXPENDITURES - ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY23)

	Category	2022 Actual	2023 Actual YTD	2023 Budget	2023 Proposed Budget	Amount Change	% Chg
5. Neighborhood Services							
AFFORDABLE HOUSING	SALARIES	371,117	231,001	569,130	560,080	(9,050)	-1.6%
	BENEFITS	167,712	107,701	322,720	317,030	(5,690)	-1.8%
	ORG DEVELOPMENT	4,593	2,215	26,500	26,300	(200)	-0.8%
	OPERATING EXP	469,250	151,351	2,797,500	2,638,580	(158,920)	-5.7%
	CONTRACT SERVICES	3,717,342	685,860	5,338,610	5,270,630	(67,980)	-1.3%
	CAPITAL OUTLAY	10,136	2,793	29,000	29,000	-	0.0%
	UTILITIES	1,425,506	(436,501)	1,481,980	1,525,080	43,100	2.9%
	PROGRAM EXP	390,183	357,601	11,478,620	10,461,530	(1,017,090)	-8.9%
	CAPITAL	331,026	168,661	798,470	720,100	(78,370)	-9.8%
	DEBT SERVICE	1,557,766	35,075	1,766,900	1,766,400	(500)	0.0%
AFFORDABLE HOUSING Total		8,444,633	1,305,757	24,609,430	23,314,730	(1,294,700)	-5.3%
CDBG	SALARIES	-	147,561	46,440	46,440	-	0.0%
	BENEFITS	-	12,619	29,300	29,300	-	0.0%
	ORG DEVELOPMENT	-	-	5,500	5,500	-	0.0%
	OPERATING EXP	-	13,589	1,100,840	1,187,190	86,350	7.8%
	CONTRACT SERVICES	-	59,760	108,120	110,120	2,000	1.8%
	CAPITAL OUTLAY	-	-	100	100	-	0.0%
	PROGRAM EXP	-	-	367,800	193,200	(174,600)	-47.5%
	CAPITAL	-	795,275	900,000	900,000	-	0.0%
	DEBT SERVICE	-	565,701	573,570	573,570	-	0.0%
CDBG Total		-	1,594,506	3,131,670	3,045,420	(86,250)	-2.8%
COMMUNITY COMPLIANCE	SALARIES	1,539,597	1,254,249	2,414,910	2,414,910	-	0.0%
	BENEFITS	520,352	489,836	963,450	979,350	15,900	1.7%
	ORG DEVELOPMENT	6,231	7,623	8,390	12,500	4,110	49.0%
	OPERATING EXP	47,028	12,801	35,410	38,310	2,900	8.2%
	CONTRACT SERVICES	68,856	30,232	88,900	88,900	-	0.0%
	CAPITAL OUTLAY	2,000	-	1,000	1,000	-	0.0%
	COUNTY CONTRACTS	7,938	1,488	5,060	5,060	-	0.0%
	UTILITIES	13,315	7,801	12,300	22,300	10,000	81.3%
	CAPITAL	70,630	15,761	35,000	95,000	60,000	171.4%
	TRANSFERS OUT	90,866	-	176,480	176,480	-	0.0%
COMMUNITY COMPLIANCE Total		2,366,813	1,819,791	3,740,900	3,833,810	92,910	2.5%
PUBLIC SAFETY	SALARIES	550,056	337,257	857,870	857,870	-	0.0%
	BENEFITS	326,459	205,596	533,030	533,030	-	0.0%
	ORG DEVELOPMENT	1,742	3,032	13,000	13,000	-	0.0%
	OPERATING EXP	34,629	12,986	58,800	58,800	-	0.0%
	CONTRACT SERVICES	119,384	33,529	255,960	255,960	-	0.0%
	CAPITAL OUTLAY	287	2,495	6,000	6,000	-	0.0%
	COUNTY CONTRACTS	29,602,904	11,000,604	29,876,100	30,276,100	400,000	1.3%
	UTILITIES	20,875	11,860	21,100	22,700	1,600	7.6%
	CAPITAL	8,229	-	-	-	-	0.0%
	TRANSFERS OUT	366,030	-	760,840	760,840	-	0.0%
PUBLIC SAFETY Total		31,030,594	11,607,358	32,382,700	32,784,300	401,600	1.2%
5. Neighborhood Services Total		41,842,040	16,327,413	63,864,700	62,978,260	(886,440)	-1.4%
6. Public Works							
CAPITAL IMPROVEMENT PROJECTS	SALARIES	366,100	243,756	-	-	-	0.0%
	BENEFITS	411,174	125,753	-	-	-	0.0%
	CAPITAL	17,231,877	10,733,665	241,050,834	247,709,434	6,658,600	2.8%
CAPITAL IMPROVEMENT PROJECTS Total		18,009,151	11,103,174	241,050,834	247,709,434	6,658,600	2.8%
CITY - GASB 34 DEBT DEPT	SALARIES	7,706	45	-	-	-	0.0%
	BENEFITS	12,693	23	-	-	-	0.0%
	CAPITAL	2,764,030	2,642,173	5,282,430	5,282,430	-	0.0%
CITY - GASB 34 DEBT DEPT Total		2,784,429	2,642,240	5,282,430	5,282,430	-	0.0%

CITY OF PALMDALE
FY 2023 MID-YEAR BUDGET
EXPENDITURES - ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY23)

	Category	2022 Actual	2023 Actual YTD	2023 Budget	2023 Proposed Budget	Amount Change	% Chg
ENGINEERING	SALARIES	1,747,843	1,261,534	1,818,430	1,818,430	-	0.0%
	BENEFITS	871,305	617,459	999,950	1,002,720	2,770	0.3%
	ORG DEVELOPMENT	30,005	22,752	41,700	54,700	13,000	31.2%
	OPERATING EXP	446,722	179,489	874,680	875,480	800	0.1%
	CONTRACT SERVICES	328,233	135,499	844,700	1,044,700	200,000	23.7%
	CAPITAL OUTLAY	9,488	200	31,200	31,200	-	0.0%
	UTILITIES	1,802,455	1,070,238	1,766,300	1,767,800	1,500	0.1%
	DEBT SERVICE	1,009,678	903,644	1,010,200	1,010,200	-	0.0%
	TRANSFERS OUT	575,929	-	1,479,850	1,479,850	-	0.0%
ENGINEERING Total		6,821,659	4,190,814	8,867,010	9,085,080	218,070	2.5%
ENVIRONMENTAL	SALARIES	310,904	210,848	369,380	369,380	-	0.0%
	BENEFITS	146,975	110,422	195,180	193,680	(1,500)	-0.8%
	ORG DEVELOPMENT	3,037	-	-	-	-	0.0%
	OPERATING EXP	(7,519)	3,876	3,960	6,960	3,000	75.8%
	CONTRACT SERVICES	76,710	70,425	838,870	904,300	65,430	7.8%
	ENVIRONMENTAL Total	530,108	395,571	1,407,390	1,474,320	66,930	4.8%
MAINTENANCE	SALARIES	6,392,659	4,554,059	7,704,030	7,704,030	-	0.0%
	BENEFITS	3,818,420	2,783,990	4,767,010	4,774,010	7,000	0.1%
	ORG DEVELOPMENT	65,613	40,702	115,800	121,800	6,000	5.2%
	OPERATING EXP	2,772,384	1,080,881	3,549,730	3,762,230	212,500	6.0%
	CONTRACT SERVICES	7,760,559	4,132,165	9,713,790	10,363,340	649,550	6.7%
	CAPITAL OUTLAY	25,360	11,036	61,600	72,600	11,000	17.9%
	UTILITIES	2,661,758	1,658,541	3,490,300	3,518,100	27,800	0.8%
	CAPITAL	-	1,005,188	2,484,480	3,384,480	900,000	36.2%
	DEBT SERVICE	26,120	26,092	26,500	26,500	-	0.0%
	TRANSFERS OUT	2,967,682	-	5,034,090	5,034,090	-	0.0%
	MAINTENANCE Total	26,490,555	15,292,654	36,947,330	38,761,180	1,813,850	4.9%
PALMDALE CCA	SALARIES	-	81,823	214,410	214,410	-	0.0%
	BENEFITS	-	35,369	114,380	114,380	-	0.0%
	ORG DEVELOPMENT	-	-	5,000	5,000	-	0.0%
	OPERATING EXP	-	-	1,107,000	1,209,000	102,000	9.2%
	CONTRACT SERVICES	-	529,935	22,563,100	28,955,100	6,392,000	28.3%
	CAPITAL OUTLAY	-	-	1,000	1,000	-	0.0%
PALMDALE CCA Total		-	647,127	24,004,890	30,498,890	6,494,000	27.1%
PUBLIC WORKS - ADMINISTRATION	SALARIES	859,381	485,658	1,513,280	1,513,280	-	0.0%
	BENEFITS	(107,821)	254,230	299,940	300,240	300	0.1%
	ORG DEVELOPMENT	11,543	8,967	20,050	20,050	-	0.0%
	OPERATING EXP	8,231	3,856	12,100	12,100	-	0.0%
	CONTRACT SERVICES	95,245	40,772	154,000	210,000	56,000	36.4%
	CAPITAL OUTLAY	25	-	1,500	1,500	-	0.0%
	UTILITIES	1,449	522	4,500	4,500	-	0.0%
	DEBT SERVICE	10,160	10,149	10,300	10,300	-	0.0%
	TRANSFERS OUT	5,260	-	10,320	10,320	-	0.0%
PUBLIC WORKS - ADMINISTRATION Total		883,472	804,153	2,025,990	2,082,290	56,300	2.8%
6. Public Works Total		55,519,373	35,075,733	319,585,874	334,893,624	15,307,750	4.8%

CITY OF PALMDALE
FY 2023 MID-YEAR BUDGET
EXPENDITURES - ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY23)

	Category	2022 Actual	2023 Actual YTD	2023 Budget	2023 Proposed Budget	Amount Change	% Chg
7. Parks and Recreation							
COMMUNITY PROGRAMS	SALARIES	369,445	172,082	253,140	253,140	-	0.0%
	BENEFITS	149,448	51,353	124,610	124,610	-	0.0%
	ORG DEVELOPMENT	4,324	2,190	6,000	6,000	-	0.0%
	OPERATING EXP	116,160	104,762	176,500	338,000	161,500	91.5%
	CONTRACT SERVICES	4,434	2,875	11,500	11,500	-	0.0%
	UTILITIES	28,118	4,087	800	800	-	0.0%
COMMUNITY PROGRAMS Total		671,929	337,350	572,550	734,050	161,500	28.2%
EVENTS & CULTURE	SALARIES	772,946	602,483	1,238,760	1,238,760	-	0.0%
	BENEFITS	229,926	213,325	340,540	340,540	-	0.0%
	ORG DEVELOPMENT	6,558	1,945	7,100	7,100	-	0.0%
	OPERATING EXP	117,785	253,924	728,480	728,480	-	0.0%
	CONTRACT SERVICES	393,846	718,640	835,260	1,135,260	300,000	35.9%
	SOFTWARE	1,857	1,635	3,100	3,100	-	0.0%
	CAPITAL OUTLAY	6,693	721	7,000	7,000	-	0.0%
	UTILITIES	41,034	33,335	47,300	47,300	-	0.0%
	CAPITAL	13,459	-	-	-	-	0.0%
	TRANSFERS OUT	-	-	41,900	41,900	-	0.0%
EVENTS & CULTURE Total		1,584,104	1,826,008	3,249,440	3,549,440	300,000	9.2%
LIBRARY	SALARIES	25,747	22,747	36,220	40,720	4,500	12.4%
	BENEFITS	1,736	1,468	1,120	1,120	-	0.0%
	ORG DEVELOPMENT	-	-	500	500	-	0.0%
	OPERATING EXP	249,705	96,769	286,500	286,500	-	0.0%
	CONTRACT SERVICES	1,023,507	532,201	1,076,030	1,076,030	-	0.0%
	CAPITAL OUTLAY	36,358	-	10,000	10,000	-	0.0%
	UTILITIES	63,889	36,296	53,900	53,900	-	0.0%
	TRANSFERS OUT	107,150	-	153,620	153,620	-	0.0%
LIBRARY Total		1,508,093	689,480	1,617,890	1,622,390	4,500	0.3%
PARKS & FACILITIES	SALARIES	1,783,768	1,218,887	2,280,710	2,266,880	(13,830)	-0.6%
	BENEFITS	491,870	354,277	589,680	589,680	-	0.0%
	ORG DEVELOPMENT	24,362	3,411	24,300	24,300	-	0.0%
	OPERATING EXP	214,111	143,460	502,900	469,400	(33,500)	-6.7%
	CONTRACT SERVICES	177,051	68,595	281,300	301,300	20,000	7.1%
	SOFTWARE	-	-	14,700	14,700	-	0.0%
	CAPITAL OUTLAY	25,045	5,521	25,800	44,300	18,500	71.7%
	UTILITIES	353,394	225,027	314,620	314,620	-	0.0%
	CAPITAL	20,846	27,003	293,170	298,170	5,000	1.7%
	TRANSFERS OUT	574,600	-	1,098,140	1,098,140	-	0.0%
PARKS & FACILITIES Total		3,665,046	2,046,180	5,425,320	5,421,490	(3,830)	-0.1%
RECREATION SERVICES	SALARIES	1,824,958	1,284,127	2,198,890	2,198,890	-	0.0%
	BENEFITS	315,649	223,265	312,690	312,690	-	0.0%
	ORG DEVELOPMENT	10,735	3,725	13,640	13,640	-	0.0%
	OPERATING EXP	165,385	74,628	177,950	177,950	-	0.0%
	CONTRACT SERVICES	130,689	101,229	290,700	290,700	-	0.0%
	CAPITAL OUTLAY	6,824	4,983	25,350	25,350	-	0.0%
	UTILITIES	61,891	41,638	63,800	63,800	-	0.0%
	CAPITAL	53,852	26,859	32,760	32,760	-	0.0%
RECREATION SERVICES Total		2,569,984	1,760,453	3,115,780	3,115,780	-	0.0%
7. Parks and Recreation Total		9,999,155	6,659,471	13,980,980	14,443,150	462,170	3.3%
Grand Total		216,016,516	93,493,553	548,186,864	565,638,885	17,452,021	3.2%

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CIP Project	Org Description	Fund	Fund Description	2022 Actual	2023 Actual YTD	2023 Budget	2023 Proposed	Amount Change	% Chg
B0004	ADA COMPLIANCE	203	PROP A FUND	3,850	-	296,240	296,240	-	0.0%
B0004	ADA COMPLIANCE	206	LOCAL TRANSP FUND ART 3	-	-	-	-	-	0.0%
B0004	ADA COMPLIANCE	280	CDBG FUND	16,399	12,514	524,100	434,520	(89,580)	-17.1%
B0004 Total				20,249	12,514	820,340	730,760	(89,580)	-10.9%
B0013	ADA COMP-AVE Q 12/10TH-12TH E	204	PROP C FUND	-	74,537	100,000	100,000	-	0.0%
B0013	ADA COMP-AVE Q 12/10TH-12TH E	280	CDBG FUND	20,227	931,851	1,360,290	1,360,290	-	0.0%
B0013 Total				20,227	1,006,388	1,460,290	1,460,290	-	0.0%
D0001	AMARGOSA DRAINAGE	222	AMARGOSA DRAINAGE FUND	-	-	10,000	10,000	-	0.0%
D0001 Total				-	-	10,000	10,000	-	0.0%
D0002	ANAVERDE DRAINAGE	223	ANAVERDE DRAINAGE FUND	-	-	50,000	50,000	-	0.0%
D0002 Total				-	-	50,000	50,000	-	0.0%
D0003	PORTAL RIDGE DRAINAGE	224	PORTAL RIDGE DRAINAGE FUND	-	-	20,000	20,000	-	0.0%
D0003 Total				-	-	20,000	20,000	-	0.0%
D0004	PEARLAND DRAINAGE	225	PEARLAND DRAINAGE FUND	-	-	50,000	50,000	-	0.0%
D0004 Total				-	-	50,000	50,000	-	0.0%
D0008	AMARGOSA CRK UPPER RECHG PRO.	211	MEASURE A LA COUNTY PARKS	-	-	1,000,000	1,000,000	-	0.0%
D0008	AMARGOSA CRK UPPER RECHG PRO.	222	AMARGOSA DRAINAGE FUND	8,863	-	339,580	339,580	-	0.0%
D0008	AMARGOSA CRK UPPER RECHG PRO.	223	ANAVERDE DRAINAGE FUND	(484)	-	387,100	387,100	-	0.0%
D0008	AMARGOSA CRK UPPER RECHG PRO.	224	PORTAL RIDGE DRAINAGE FUND	-	-	448,700	448,700	-	0.0%
D0008	AMARGOSA CRK UPPER RECHG PRO.	225	PEARLAND DRAINAGE FUND	-	-	944,200	944,200	-	0.0%
D0008	AMARGOSA CRK UPPER RECHG PRO.	226	LITTLE ROCK DRAINAGE FUND	-	-	50,000	50,000	-	0.0%
D0008	AMARGOSA CRK UPPER RECHG PRO.	230	BIG ROCK DRAINAGE FUND	1,500	729	74,130	74,130	-	0.0%
D0008 Total				9,879	729	3,243,710	3,243,710	-	0.0%
D0101	DETENTION BASIN MAINT & REPAIR	101	GENERAL FUND	-	-	80,000	80,000	-	0.0%
D0101 Total				-	-	80,000	80,000	-	0.0%
D0118	PEARLAND DRAINAGE PLAN STUDY	225	PEARLAND DRAINAGE FUND	-	-	650,000	650,000	-	0.0%
D0118 Total				-	-	650,000	650,000	-	0.0%
D0119	OASIS PARK BASIN UPGRADE	225	PEARLAND DRAINAGE FUND	-	-	660,000	660,000	-	0.0%
D0119 Total				-	-	660,000	660,000	-	0.0%
D0120	40TH E/AVE R DRAINAGE IMPRV	225	PEARLAND DRAINAGE FUND	-	-	300,000	300,000	-	0.0%
D0120 Total				-	-	300,000	300,000	-	0.0%

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F0010	CITY FACILITIES	101	GENERAL FUND	29,704	16,135	271,180	271,180	-	0.0%
F0010	CITY FACILITIES	229	PUBLIC FACILITIES FUND	10,525	-	-	-	-	0.0%
F0010	CITY FACILITIES ARPA	158	AMERICAN RESCUE PLAN FUND	-	-	2,000,000	2,000,000	-	0.0%
F0010	MAV CITY FACILITIES	157	MEASURE AV	-	4,486	-	300,000	300,000	0.0%
F0010 Total				40,229	20,621	2,271,180	2,571,180	300,000	13.2%
F0028	PTC WAYFINDING SIGNAGE	203	PROP A FUND	17,488	8,400	130,810	130,810	-	0.0%
F0028 Total				17,488	8,400	130,810	130,810	-	0.0%
F0046	COUNCIL CHAMBERS IMPROVEMENT	101	GENERAL FUND	6,100	-	33,300	33,300	-	0.0%
F0046 Total				6,100	-	33,300	33,300	-	0.0%
F0047	COUNCIL CHAMBER IMPR	241	STATE GRANTS FUND	-	-	50,000	698,000	648,000	1296.0%
F0047 Total				-	-	50,000	698,000	648,000	1296.0%
F0052	PLAYHOUSE HVAC UPGRADE	220	PARK DEVELOPMENT FUND	4,873	5,150	274,320	274,320	-	0.0%
F0052	PLAYHOUSE HVAC UPGRADE	229	PUBLIC FACILITIES FUND	-	-	221,100	221,100	-	0.0%
F0052 Total				4,873	5,150	495,420	495,420	-	0.0%
F0056	CIVIC CENTER WAYFINDING	208	MEASURE R FUND	-	-	75,900	75,900	-	0.0%
F0056 Total				-	-	75,900	75,900	-	0.0%
F0058	VOIP TELEPHONE AND CABLING	101	GENERAL FUND	73,849	-	-	-	-	0.0%
F0058	VOIP TELEPHONE AND CABLING	201	GAS TAX FUND	2,638	-	-	-	-	0.0%
F0058 Total				76,487	-	-	-	-	0.0%
F0059	NAVIGATION CENTER	280	CDBG FUND	-	-	583,700	5,000,000	4,416,300	756.6%
F0059	NAVIGATION CENTER	293	HOUSING ASSET FUND	-	-	-	-	-	0.0%
F0059 Total				-	-	583,700	5,000,000	4,416,300	756.6%
F0060	PTC TRANSIT INFRSTR IMPR	209	MEASURE M FUND	2,781	2,361	-	-	-	0.0%
F0060	PTC TRANSIT INFRSTR IMPR	209	MEASURE M FUND	204,735	117,335	1,790,260	1,790,260	-	0.0%
F0060 Total				207,516	119,696	1,790,260	1,790,260	-	0.0%
F0062	SAVES/OASIS GENERATORS	229	PUBLIC FACILITIES FUND	551	-	352,200	352,200	-	0.0%
F0062	SAVES/OASIS GENERATORS	241	STATE GRANTS FUND	4,240	112,904	141,920	141,920	-	0.0%
F0062 Total				4,791	112,904	494,120	494,120	-	0.0%
F0081	LOCAL HAZARD MITIGATION PLN UP	242	MISC GRANT/DEVELOPER CONTRIB	39,500	-	1,500	1,500	-	0.0%
F0081 Total				39,500	-	1,500	1,500	-	0.0%
F0082	PALMDALE FILM STAGE	101	GENERAL FUND	149,849	384,934	410,150	430,150	20,000	4.9%
F0082	PALMDALE FILM STAGE	229	PUBLIC FACILITIES FUND	-	1,139	-	-	-	0.0%
F0082 Total				149,849	386,073	410,150	430,150	20,000	4.9%

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F0083	CITY WIDE SECURITY	157	MEASURE AV	150,176	66,023	1,549,820	1,349,820	(200,000)	-12.9%
F0083 Total				150,176	66,023	1,549,820	1,349,820	(200,000)	-12.9%
F0097	OASIS REC CNT FIRE ALARM UPGR	250	PARK ASSESSMENTS FUND	34,500	-	90,500	90,500	-	0.0%
F0097 Total				34,500	-	90,500	90,500	-	0.0%
F0098	9TH ST E DEMOLITION	280	CDBG FUND	15,010	61,897	84,990	84,990	-	0.0%
F0098 Total				15,010	61,897	84,990	84,990	-	0.0%
F0114	LIBRARY ELEVATOR	229	PUBLIC FACILITIES FUND	-	-	25,000	-	(25,000)	-100.0%
F0114 Total				-	-	25,000	-	(25,000)	-100.0%
F0121	CITY DEV SVCS ELEVATOR REPAIR	229	PUBLIC FACILITIES FUND	-	-	100,000	100,000	-	0.0%
F0121 Total				-	-	100,000	100,000	-	0.0%
F0122	FIRE SUPPRESSION RETROFITTING	229	PUBLIC FACILITIES FUND	11,705	535	238,300	238,300	-	0.0%
F0122 Total				11,705	535	238,300	238,300	-	0.0%
F0133	TEEN CHALLENGE	157	MEASURE AV	-	-	500,000	-	(500,000)	-100.0%
F0133 Total				-	-	500,000	-	(500,000)	-100.0%
F0136	SAVES HVAC	158	AMERICAN RESCUE PLAN FUND	-	-	80,000	80,000	-	0.0%
F0136 Total				-	-	80,000	80,000	-	0.0%
F0137	OASIS GENERATOR	229	PUBLIC FACILITIES FUND	-	-	75,000	155,000	80,000	106.7%
F0137 Total				-	-	75,000	155,000	80,000	106.7%
F0141	CHIMBOLE GENERATOR	229	PUBLIC FACILITIES FUND	-	-	80,000	-	(80,000)	-100.0%
F0141 Total				-	-	80,000	-	(80,000)	-100.0%
F0148	MK PARK REC CNTR ROOF	101	GENERAL FUND	-	-	200,000	200,000	-	0.0%
F0148 Total				-	-	200,000	200,000	-	0.0%
F0149	MK PARK REC CNTR CANOPY	101	GENERAL FUND	-	-	260,000	260,000	-	0.0%
F0149 Total				-	-	260,000	260,000	-	0.0%
F0150	DEV SVCS BLDG PAINT	101	GENERAL FUND	-	-	100,000	100,000	-	0.0%
F0150 Total				-	-	100,000	100,000	-	0.0%
F0153	LIBRARY BLDG IMPROV	158	AMERICAN RESCUE PLAN FUND	-	-	150,000	150,000	-	0.0%
F0153 Total				-	-	150,000	150,000	-	0.0%
F0154	MULTIAGENCY REG RESILIENCY CNT	158	AMERICAN RESCUE PLAN FUND	-	-	2,500,000	2,500,000	-	0.0%
F0154 Total				-	-	2,500,000	2,500,000	-	0.0%

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F0156	HAMMACK CNT DEMO	158	AMERICAN RESCUE PLAN FUND	-	15,050	750,000	750,000	-	0.0%
F0156 Total				-	15,050	750,000	750,000	-	0.0%
F0158	OASIS VINYL FLOORS	158	AMERICAN RESCUE PLAN FUND	-	-	20,000	20,000	-	0.0%
F0158 Total				-	-	20,000	20,000	-	0.0%
F0161	CHIMBOLE EMERGENCY CLEANUP	101	GENERAL FUND	-	200,901	-	-	-	0.0%
F0161	CHIMBOLE EMERGENCY CLEANUP	157	MEASURE AV	-	-	-	192,000	192,000	0.0%
F0161 Total				-	200,901	-	192,000	192,000	0.0%
G0007	PAVEMENT MANAGEMENT PROGRAM	204	PROP C FUND	198,620	-	300,620	300,620	-	0.0%
G0007 Total				198,620	-	300,620	300,620	-	0.0%
G0026	PUBLIC WORKS SOFTWARE UPGRADI	201	GAS TAX FUND	-	-	175,320	175,320	-	0.0%
G0026	PUBLIC WORKS SOFTWARE UPGRADI	254	SEWER MAINT ASSESSMENT DIST	-	-	92,810	92,810	-	0.0%
G0026	PUBLIC WORKS SOFTWARE UPGRADI	255	STREET LIGHT COUNTY DISTRICT	21,626	3,195	75,870	75,870	-	0.0%
G0026 Total				21,626	3,195	344,000	344,000	-	0.0%
G0027	RITTER RANCH CFD 93-1 DEP AGMT	101	GENERAL FUND	28,452	1,509	-	-	-	0.0%
G0027 Total				28,452	1,509	-	-	-	0.0%
G0028	HIGH SPEED RAIL ADM REIMB AGMT	241	STATE GRANTS FUND	8,146	2,415	208,830	208,830	-	0.0%
G0028 Total				8,146	2,415	208,830	208,830	-	0.0%
G0030	GENERAL PLAN UPDATE	101	GENERAL FUND	668,612	541,752	1,276,500	1,276,500	-	0.0%
G0030	GENERAL PLAN UPDATE	241	STATE GRANTS FUND	153,105	9,253	74,020	74,020	-	0.0%
G0030	GENERAL PLAN UPDATE	280	CDBG FUND	22,817	7,244	-	-	-	0.0%
G0030 Total				844,534	558,248	1,350,520	1,350,520	-	0.0%
G0086	SR 14 MSTR LANDSCAPING PLN	101	GENERAL FUND	46,105	-	-	-	-	0.0%
G0086 Total				46,105	-	-	-	-	0.0%
G0087	REGIONAL RECREATION CENTER	157	MEASURE AV	343,097	78,186	1,026,900	1,026,900	-	0.0%
G0087 Total				343,097	78,186	1,026,900	1,026,900	-	0.0%
G0092	SUST TRANSP PLN CITY MATCH	101	GENERAL FUND	14,296	17,901	179,700	179,700	-	0.0%
G0092	SUSTAINABLE TRANSP PLN GRNT	241	STATE GRANTS FUND	84,847	354,000	513,250	513,250	-	0.0%
G0092 Total				99,142	371,901	692,950	692,950	-	0.0%
G0093	SCAG REAP GRANT-UTILITY INVEN	241	STATE GRANTS FUND	-	-	276,000	276,000	-	0.0%
G0093 Total				-	-	276,000	276,000	-	0.0%

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G0095	PUB FAC ENERGY EFFICIENCY	155	CAPITAL IMPROVEMENT FUND	118,800	-	-	-	-	0.0%
G0095	PUB FAC ENERGY EFFICIENCY	158	AMERICAN RESCUE PLAN FUND	-	-	4,966,600	4,966,600	-	0.0%
G0095	PUB FAC ENERGY EFFICIENCY	242	MISC GRANT/DEVELOPER CONTRIB	280,092	-	-	-	-	0.0%
G0095 Total				398,892	-	4,966,600	4,966,600	-	0.0%
G0096	BATTERY STORAGE MCADAM	157	MEASURE AV	-	-	1,776,360	1,776,360	-	0.0%
G0096	BATTERY STORAGE MCADAM	158	AMERICAN RESCUE PLAN FUND	-	-	1,275,000	1,275,000	-	0.0%
G0096 Total				-	-	3,051,360	3,051,360	-	0.0%
G0157	BROADBAND INFRASTRUCTURE	158	AMERICAN RESCUE PLAN FUND	-	-	100,000	100,000	-	0.0%
G0157	DIGITAL EQUITY STUDY	241	STATE GRANTS FUND	-	-	-	325,000	325,000	0.0%
G0157 Total				-	-	100,000	425,000	325,000	325.0%
GXXXX	LOCAL ROADWAY SAFETY PLAN	101	GENERAL FUND	-	-	-	8,000	8,000	0.0%
GXXXX	LOCAL ROADWAY SAFETY PLAN	241	STATE GRANTS FUND	-	-	-	72,000	72,000	0.0%
GXXXX Total				-	-	-	80,000	80,000	0.0%
L0011	AUTO MALL LANDSCAPE PROJECT	481	AD90-2 7TH ST WEST IMPROVEMENT	-	-	-	141,600	141,600	0.0%
L0011 Total				-	-	-	141,600	141,600	0.0%
L0012	AVE S LMD LANDSCAPE ENHANCEMN	251	LANDSCAPE MAINTENANCE FUND	34,061	-	181,720	181,720	-	0.0%
L0012	ST GRT-AVE S LMD LANDSCAPE ENH	241	STATE GRANTS FUND	35,548	-	394,750	394,750	-	0.0%
L0012 Total				69,609	-	576,470	576,470	-	0.0%
L0013	LMD DESIGN AND RENOVATION	251	LANDSCAPE MAINTENANCE FUND	41,254	8,616	830,760	830,760	-	0.0%
L0013 Total				41,254	8,616	830,760	830,760	-	0.0%
L0088	PALM BLVD/47TH LNDSCP	204	PROP C FUND	23,774	30,068	276,230	276,230	-	0.0%
L0088 Total				23,774	30,068	276,230	276,230	-	0.0%
P0009	SAM YELLEN PARK	157	MEASURE AV	-	613	5,000,000	5,000,000	-	0.0%
P0009	SAM YELLEN PARK	211	MEASURE A LA COUNTY PARKS	-	-	1,556,490	1,556,490	-	0.0%
P0009	SAM YELLEN PARK	220	PARK DEVELOPMENT FUND	223,677	104,497	9,814,500	9,814,500	-	0.0%
P0009 Total				223,677	105,110	16,370,990	16,370,990	-	0.0%
P0027	DRY TOWN WP-REFURBISHMENT	250	PARK ASSESSMENTS FUND	262,105	28,730	868,790	868,790	-	0.0%
P0027 Total				262,105	28,730	868,790	868,790	-	0.0%
P0042	COMMUNITY PUBLIC ART PROJECTS	242	MISC GRANT/DEVELOPER CONTRIB	-	-	44,760	44,760	-	0.0%
P0042 Total				-	-	44,760	44,760	-	0.0%
P0050	SPORTS FIELD MAINT RENOVATION	101	GENERAL FUND	12,100	-	-	-	-	0.0%
P0050	SPORTS FIELD MAINT RENOVATION	242	MISC GRANT/DEVELOPER CONTRIB	97,423	-	-	-	-	0.0%
P0050 Total				109,523	-	-	-	-	0.0%

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P0052	MARIE KERR PARK N RIDE	203	PROP A FUND	63,303	21,673	2,050,050	2,050,050	-	0.0%
P0052	MARIE KERR PERK N RIDE	211	MEASURE A LA COUNTY PARKS	-	-	487,060	487,060	-	0.0%
P0052 Total				63,303	21,673	2,537,110	2,537,110	-	0.0%
P0054	RANCHO VISTA PARK	156	PUBLIC ART FUND	19,586	7,567	10,410	10,410	-	0.0%
P0054	RANCHO VISTA PARK	220	PARK DEVELOPMENT FUND	1,997,361	81,097	236,290	411,290	175,000	74.1%
P0054 Total				2,016,947	88,664	246,700	421,700	175,000	70.9%
P0059	PARK IMPROVEMENTS	220	PARK DEVELOPMENT FUND	10,549	-	2,450	2,450	-	0.0%
P0059	PARK IMPROVEMENTS	242	MISC GRANT/DEVELOPER CONTRIB	26,260	-	-	-	-	0.0%
P0059 Total				36,809	-	2,450	2,450	-	0.0%
P0090	MCADAM PARK IMPROVEMENTS	155	CAPITAL IMPROVEMENT FUND	-	113	-	-	-	0.0%
P0090	MCADAM PARK IMPROVEMENTS	157	MEASURE AV	1,770	-	220	-	(220)	-100.0%
P0090 Total				1,770	113	220	-	(220)	-100.0%
P0102	AUTO MALL SCULPTURE	156	PUBLIC ART FUND	95,800	59,200	59,200	59,200	-	0.0%
P0102 Total				95,800	59,200	59,200	59,200	-	0.0%
P0104	COOP PWD MURAL	156	PUBLIC ART FUND	-	-	55,000	55,000	-	0.0%
P0104 Total				-	-	55,000	55,000	-	0.0%
P0105	MK PARK SWIM DECK & COVER	157	MEASURE AV	350	14,500	199,650	749,650	550,000	275.5%
P0105	MK PARK SWIM DECK & COVER	211	MEASURE A LA COUNTY PARKS	1,313	-	1,000,000	1,000,000	-	0.0%
P0105 Total				1,663	14,500	1,199,650	1,749,650	550,000	45.8%
P0106	RUGBY GOAL PURCH & INSTALL	157	MEASURE AV	12,925	-	-	-	-	0.0%
P0106 Total				12,925	-	-	-	-	0.0%
P0107	MEMORIAL & HONOR WALL	157	MEASURE AV	-	7,495	100,000	100,000	-	0.0%
P0107 Total				-	7,495	100,000	100,000	-	0.0%
P0109	SPORTS FIELD MAINTENANCE	157	MEASURE AV	53,600	2,481	1,500,000	2,610,000	1,110,000	74.0%
P0109	SPORTS FIELD MAINTENANCE	220	PARK DEVELOPMENT FUND	9,236	-	-	-	-	0.0%
P0109	SPORTS FIELD MAINTENANCE	242	MISC GRANT/DEVELOPER CONTRIB	-	-	100,000	115,500	15,500	15.5%
P0109 Total				62,836	2,481	1,600,000	2,725,500	1,125,500	70.3%
P0110	PARK MASTER PLAN	157	MEASURE AV	70	-	254,920	254,920	-	0.0%
P0110 Total				70	-	254,920	254,920	-	0.0%
P0111	SPORTS FIELD LED LIGHT RETROFI	157	MEASURE AV	5,968	383,112	1,844,030	1,844,030	-	0.0%
P0111 Total				5,968	383,112	1,844,030	1,844,030	-	0.0%

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P0112	ROLLER HOCKEY RINKS RENOVATIO	157	MEASURE AV	512	-	-	-	-	0.0%
P0112 Total				512	-	-	-	-	0.0%
P0113	REC SVCS / PLAYGROUND	157	MEASURE AV	61,613	5,852	23,400	23,400	-	0.0%
P0113	REC SVCS / PLAYGROUND	710	PALMDALE COMMUNITY FOUNDATIO	225,000	-	-	-	-	0.0%
P0113 Total				286,613	5,852	23,400	23,400	-	0.0%
P0115	DESERT SANDS PARK IMPROVEMENT	229	PUBLIC FACILITIES FUND	3,066	72,044	85,100	85,100	-	0.0%
P0115 Total				3,066	72,044	85,100	85,100	-	0.0%
P0116	MK PARK IMPROVEMENTS	158	AMERICAN RESCUE PLAN FUND	-	-	100,000	100,000	-	0.0%
P0116 Total				-	-	100,000	100,000	-	0.0%
P0117	BOTW SNACK BAR	158	AMERICAN RESCUE PLAN FUND	-	-	500,000	500,000	-	0.0%
P0117 Total				-	-	500,000	500,000	-	0.0%
P0130	MCADAM PARK RENOV	157	MEASURE AV	-	8,816	550,000	550,000	-	0.0%
P0130	MCADAM PARK RENOV	242	MISC GRANT/DEVELOPER CONTRIB	-	-	-	275,000	275,000	0.0%
P0130	MCADAM PARK RENOV	254	SEWER MAINT ASSESSMENT DIST	-	-	-	-	-	0.0%
P0130 Total				-	8,816	550,000	825,000	275,000	50.0%
P0131	COURSON REVITALIZATION GRNT	242	MISC GRANT/DEVELOPER CONTRIB	195	89,805	4,149,810	4,149,810	-	0.0%
P0131 Total				195	89,805	4,149,810	4,149,810	-	0.0%
P0140	MK PARK POOL ENCLOSURE	157	MEASURE AV	-	-	550,000	-	(550,000)	-100.0%
P0140 Total				-	-	550,000	-	(550,000)	-100.0%
P0144	BARREL SPRINGS TRL IMPR	220	PARK DEVELOPMENT FUND	-	-	42,000	42,000	-	0.0%
P0144	BARREL SPRINGS TRL IMPR	242	MISC GRANT/DEVELOPER CONTRIB	-	-	308,000	308,000	-	0.0%
P0144 Total				-	-	350,000	350,000	-	0.0%
P0151	MCADAM CULTURAL ART	156	PUBLIC ART FUND	-	-	75,000	75,000	-	0.0%
P0151	MCADAM CULTURAL ART	220	PARK DEVELOPMENT FUND	-	-	75,000	75,000	-	0.0%
P0151	MCADAM CULTURAL ART	242	MISC GRANT/DEVELOPER CONTRIB	-	-	150,000	150,000	-	0.0%
P0151 Total				-	-	300,000	300,000	-	0.0%
P0152	ECOLOGICAL PRESERVATION STUDY	157	MEASURE AV	-	-	250,000	250,000	-	0.0%
P0152 Total				-	-	250,000	250,000	-	0.0%
S0016	COURSON CONNECTION INFRASTRUC	220	PARK DEVELOPMENT FUND	5,837	-	-	-	-	0.0%
S0016 Total				5,837	-	-	-	-	0.0%

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S0025	STREET RESURFACING PROGRAM	201	GAS TAX FUND	295,197	1,692,176	3,264,550	3,264,550	-	0.0%
S0025	STREET RESURFACING PROGRAM	207	LOCAL TRANSP FUND ART 8	1,748,153	1,757,655	5,979,240	5,979,240	-	0.0%
S0025	STREET RESURFACING PROGRAM	210	ROAD MAINT & REHAB ACCT FUND	1,429,064	101,750	5,580,020	5,580,020	-	0.0%
S0025 Total				3,472,414	3,551,581	14,823,810	14,823,810	-	0.0%
S0040	RANCHO VISTA GRADE SEP PH II	208	MEASURE R FUND	43,639	1,006	962,160	962,160	-	0.0%
S0040	RANCHO VISTA GRADE SEP PH II	208	MEASURE R FUND	18,674	-	141,330	141,330	-	0.0%
S0040 Total				62,314	1,006	1,103,490	1,103,490	-	0.0%
S0044	NO CO FORUM ITS EXPANSION	203	PROP A FUND	18,943	8,076	399,110	399,110	-	0.0%
S0044	NO CO FORUMITS EXPANSION	204	PROP C FUND	4,153	-	-	-	-	0.0%
S0044	NO CO FORUMITS EXPANSION	204	PROP C FUND	115,947	-	2,266,190	2,266,190	-	0.0%
S0044 Total				139,043	8,076	2,665,300	2,665,300	-	0.0%
S0049	SR 138 PALMDALE BLVD 5TH/10TH	208	MEASURE R FUND	5,327	-	-	-	-	0.0%
S0049	SR 138 PALMDALE BLVD 5TH/10TH	208	MEASURE R FUND	365,913	277,269	20,219,480	20,219,480	-	0.0%
S0049 Total				371,240	277,269	20,219,480	20,219,480	-	0.0%
S0050	SR 138/10TH ST W INTERCHANGE	208	MEASURE R FUND	6,347	-	-	-	-	0.0%
S0050	SR 138/10TH ST W INTERCHANGE	208	MEASURE R FUND	323,589	9,723	24,192,770	24,192,770	-	0.0%
S0050 Total				329,937	9,723	24,192,770	24,192,770	-	0.0%
S0051	SR 138/PLMDL BLVD SB 14 RAMP	208	MEASURE R FUND	6,943	-	-	-	-	0.0%
S0051	SR 138/PLMDL BLVD SB 14 RAMP	208	MEASURE R FUND	150,085	191,446	30,355,270	30,355,270	-	0.0%
S0051	SR 138/PLMDL BLVD SB 14 RAMP	209	MEASURE M FUND	-	-	4,036,600	4,036,600	-	0.0%
S0051 Total				157,028	191,446	34,391,870	34,391,870	-	0.0%
S0052	SR 138(SR 14) WDEN RVB TO BLVD	208	MEASURE R FUND	-	203	3,813,720	3,813,720	-	0.0%
S0052	SR138/10TH(SR14) WDEN RVB /BLV	156	PUBLIC ART FUND	-	-	100,000	100,000	-	0.0%
S0052 Total				-	203	3,913,720	3,913,720	-	0.0%
S0055	SR 138 AVE N OVERCROSSING	208	MEASURE R FUND	13,721	-	-	-	-	0.0%
S0055	SR 138 AVE N OVERCROSSING	208	MEASURE R FUND	382,737	324,834	6,635,870	6,635,870	-	0.0%
S0055 Total				396,458	324,834	6,635,870	6,635,870	-	0.0%
S0057	PEARBLOSSOM RECONSTRUCTION	201	GAS TAX FUND	1,765,126	-	285,160	285,160	-	0.0%
S0057	PEARBLOSSOM RECONSTRUCTION	207	LOCAL TRANSP FUND ART 8	69,640	-	-	-	-	0.0%
S0057	PEARBLOSSOM RECONSTRUCTION	208	MEASURE R FUND	97,747	-	-	-	-	0.0%
S0057	PEARBLOSSOM RECONSTRUCTION	209	MEASURE M FUND	150,753	-	-	-	-	0.0%
S0057	PEARBLOSSOM RECONSTRUCTION	242	MISC GRANT/DEVELOPER CONTRIB	699,730	-	-	-	-	0.0%
S0057 Total				2,782,996	-	285,160	285,160	-	0.0%

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S0058	AVE R COMPLETE STRT & SAFE RTS	201	GAS TAX FUND	47,693	-	-	-	-	0.0%
S0058	AVE R COMPLETE STRT & SAFE RTS	207	LOCAL TRANSP FUND ART 8	-	85,402	1,312,694	1,312,694	-	0.0%
S0058	AVE R COMPLETE STRT & SAFE RTS	209	MEASURE M FUND	19,277	-	-	-	-	0.0%
S0058	AVE R COMPLETE STRT & SAFE RTS	209	MEASURE M FUND	740,590	15,340	1,696,630	1,696,630	-	0.0%
S0058	AVE R COMPLETE STRT & SAFE RTS	240	FEDERAL FUNDS FUND	-	54,828	10,166,350	10,166,350	-	0.0%
S0058 Total				807,560	155,570	13,175,674	13,175,674	-	0.0%
S0061	AVENUE R ITS SIGNAL SYNC	203	PROP A FUND	22,081	616	413,720	413,720	-	0.0%
S0061	AVENUE R ITS SIGNAL SYNC	204	PROP C FUND	-	-	2,880,170	2,880,170	-	0.0%
S0061 Total				22,081	616	3,293,890	3,293,890	-	0.0%
S0062	COUNTY PAVEMENT PROJ	207	LOCAL TRANSP FUND ART 8	482,875	507,522	517,130	517,130	-	0.0%
S0062	COUNTY PAVEMENT PROJ CONTRIB	201	GAS TAX FUND	108,304	-	241,340	241,340	-	0.0%
S0062	COUNTY PAVEMENT PROJECT	208	MEASURE R FUND	77,026	244,352	309,900	309,900	-	0.0%
S0062	COUNTY PAVEMENT PROJECT	209	MEASURE M FUND	-	211,911	387,000	387,000	-	0.0%
S0062 Total				668,205	963,785	1,455,370	1,455,370	-	0.0%
S0066	HSIP ROUNDABOUT @ S-8 & 40TH E	208	MEASURE R FUND	648,145	102,908	1,804,720	1,804,720	-	0.0%
S0066	HSIP ROUNDABOUT @ S-8 & 40TH E	240	FEDERAL FUNDS FUND	(2,503)	-	2,115,600	2,115,600	-	0.0%
S0066 Total				645,642	102,908	3,920,320	3,920,320	-	0.0%
S0067	CIVIC CENTER COMPLETE STREETS	201	GAS TAX FUND	129	-	683,940	683,940	-	0.0%
S0067	CIVIC CENTER COMPLETE STREETS	208	MEASURE R FUND	-	37,195	208,880	208,880	-	0.0%
S0067	CIVIC CENTER COMPLETE STREETS	241	STATE GRANTS FUND	26,884	325,741	1,386,900	1,386,900	-	0.0%
S0067	MAV CIVIC CNTR COMPL STRTS	209	MEASURE M FUND	417	-	4,928,680	4,928,680	-	0.0%
S0067 Total				27,429	362,936	7,208,400	7,208,400	-	0.0%
S0069	PTC PARCEL MERGE	203	PROP A FUND	5,318	518	16,680	16,680	-	0.0%
S0069 Total				5,318	518	16,680	16,680	-	0.0%
S0072	RV AND SIERRA AT GRADE SEP	204	PROP C FUND	415	-	-	-	-	0.0%
S0072	RV AND SIERRA AT GRADE SEP	204	PROP C FUND	(293,168)	314,431	1,702,180	1,702,180	-	0.0%
S0072 Total				(292,753)	314,431	1,702,180	1,702,180	-	0.0%
S0075	RV BLVD SH RR SAFETY CROSSING	240	FEDERAL FUNDS FUND	531	17,982	3,999,700	3,999,700	-	0.0%
S0075 Total				531	17,982	3,999,700	3,999,700	-	0.0%
S0077	20TH STREET WEST BRIDGE	242	MISC GRANT/DEVELOPER CONTRIB	-	-	742,100	742,100	-	0.0%
S0077 Total				-	-	742,100	742,100	-	0.0%
S0080	40TH ST E REHABILITATION	204	PROP C FUND	(25)	-	-	-	-	0.0%
S0080 Total				(25)	-	-	-	-	0.0%

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S0094	DOMENIC MASSARI BIKE LANE	206	LOCAL TRANSP FUND ART 3	10,970	-	9,030	9,030	-	0.0%
S0094	DOMENIC MASSARI BIKE LANE	241	STATE GRANTS FUND	20,220	99,503	392,780	392,780	-	0.0%
S0094 Total				31,190	99,503	401,810	401,810	-	0.0%
S0123	PEARBLOSSOM WIDENING/GUARD RA	209	MEASURE M FUND	-	-	1,000,000	1,000,000	-	0.0%
S0123 Total				-	-	1,000,000	1,000,000	-	0.0%
S0124	AVE M RESURFACING	204	PROP C FUND	-	-	300,000	300,000	-	0.0%
S0124 Total				-	-	300,000	300,000	-	0.0%
S0125	AVE M SR14 TO 10TH PUB ART	208	MEASURE R FUND	-	-	255,000	255,000	-	0.0%
S0125 Total				-	-	255,000	255,000	-	0.0%
S0126	AVE M INTERCHG IMPRV	208	MEASURE R FUND	-	-	-	-	-	0.0%
S0126	AVE M INTERCHG IMPRV	208	MEASURE R FUND	-	-	6,615,380	6,615,380	-	0.0%
S0126 Total				-	-	6,615,380	6,615,380	-	0.0%
S0142	AVE M GRADE SEPARATION EARMARI	157	MEASURE AV	-	-	1,250,000	1,250,000	-	0.0%
S0142 Total				-	-	1,250,000	1,250,000	-	0.0%
S0143	GUARDRAIL MAINTENANCE	201	GAS TAX FUND	-	21,000	500,000	500,000	-	0.0%
S0143 Total				-	21,000	500,000	500,000	-	0.0%
S0145	AVE R SH RR SAFETY CRS	240	FEDERAL FUNDS FUND	-	-	-	1,000,000	1,000,000	0.0%
S0145	AVE R SH RR SAFETY CRS	242	MISC GRANT/DEVELOPER CONTRIB	-	-	1,000,000	-	(1,000,000)	-100.0%
S0145 Total				-	-	1,000,000	1,000,000	-	0.0%
S0146	SR138 PLMD BLVD SIDEWALK GAP C	209	MEASURE M FUND	-	-	550,000	550,000	-	0.0%
S0146 Total				-	-	550,000	550,000	-	0.0%
S0147	NEC AVE R & SH RT TURN LANE	209	MEASURE M FUND	-	-	750,000	750,000	-	0.0%
S0147 Total				-	-	750,000	750,000	-	0.0%
S0155	MUSICAL ROAD	158	AMERICAN RESCUE PLAN FUND	-	68,993	200,000	200,000	-	0.0%
S0155 Total				-	68,993	200,000	200,000	-	0.0%
T0006	TRAFFIC SIGNAL LEFT PHASING	221	TRAFFIC IMPACT FUND	1,801	-	100,000	100,000	-	0.0%
T0006 Total				1,801	-	100,000	100,000	-	0.0%
T0027	15 E/SR 138 INTRSCN IMPRVMT	204	PROP C FUND	12,561	-	-	-	-	0.0%
T0027	15 E/SR 138 INTRSCN IMPRVMT	204	PROP C FUND	22,050	441,088	815,020	890,020	75,000	9.2%
T0027 Total				34,611	441,088	815,020	890,020	75,000	9.2%

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T0028	AVENUE M & 4TH ST EAST	201	GAS TAX FUND	-	-	8,920	8,920	-	0.0%
T0028 Total				-	-	8,920	8,920	-	0.0%
T0031	AVE R 45TH ST E TRAFFIC SIGNAL	221	TRAFFIC IMPACT FUND	312	17,133	1,777,270	1,777,270	-	0.0%
T0031 Total				312	17,133	1,777,270	1,777,270	-	0.0%
T0032	RVB & DIVISION ST TRAFFIC	210	ROAD MAINT & REHAB ACCT FUND	57,897	7,360	816,530	816,530	-	0.0%
T0032 Total				57,897	7,360	816,530	816,530	-	0.0%
T0033	Traffic Signal - Auto Ctr & 5t	201	GAS TAX FUND	-	9,347	135,130	135,130	-	0.0%
T0033	Traffic Signal - Auto Ctr & 5t	480	AD88-1 10TH ST WEST IMPROV	302,000	-	-	-	-	0.0%
T0033	Traffic Signal - Auto Ctr & 5t	481	AD90-2 7TH ST WEST IMPROVEMENT	58,815	-	-	-	-	0.0%
T0033 Total				360,815	9,347	135,130	135,130	-	0.0%
T0127	TRAFFIC SIGNAL M & 20TH E	209	MEASURE M FUND	-	5,577	500,000	500,000	-	0.0%
T0127 Total				-	5,577	500,000	500,000	-	0.0%
T0129	RVB & ARMFIELD SIGNAL	210	ROAD MAINT & REHAB ACCT FUND	20,671	38,629	480,750	480,750	-	0.0%
T0129 Total				20,671	38,629	480,750	480,750	-	0.0%
T0132	TRAFFIC - AVE M	101	GENERAL FUND	-	-	300,000	-	(300,000)	-100.0%
T0132 Total				-	-	300,000	-	(300,000)	-100.0%
U0001	STORM DRAIN @ 45TH/AVE R TO S	225	PEARLAND DRAINAGE FUND	-	-	1,000,000	1,000,000	-	0.0%
U0001	STORM DRAIN @ 45TH/AVE R TO S	228	SEWER UPGRADE FUND	26,973	1,837	435,920	435,920	-	0.0%
U0001	STORM DRAIN @ 45TH/AVE R TO S	254	SEWER MAINT ASSESSMENT DIST	-	-	2,700,000	2,700,000	-	0.0%
U0001 Total				26,973	1,837	4,135,920	4,135,920	-	0.0%
U0002	LIFT STATION ELIM SEWER REPAIR	254	SEWER MAINT ASSESSMENT DIST	28,716	5,266	1,964,450	1,964,450	-	0.0%
U0002 Total				28,716	5,266	1,964,450	1,964,450	-	0.0%
U0003	CITY WIDE SEWER REPAIRS	254	SEWER MAINT ASSESSMENT DIST	181,595	16,156	392,120	392,120	-	0.0%
U0003 Total				181,595	16,156	392,120	392,120	-	0.0%
U0004	SEWER MANHOLE REPAIR AND RAISE	254	SEWER MAINT ASSESSMENT DIST	-	1,346	1,250,000	1,250,000	-	0.0%
U0004 Total				-	1,346	1,250,000	1,250,000	-	0.0%
U0005	PUMP TRUCK SANITARY WASH RACK	254	SEWER MAINT ASSESSMENT DIST	1,532,456	128,441	879,090	879,090	-	0.0%
U0005 Total				1,532,456	128,441	879,090	879,090	-	0.0%

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U0134	FLEET MAINTENANCE BLDG	254	SEWER MAINT ASSESSMENT DIST	-	-	4,000,000	4,000,000	-	0.0%
U0134 Total				-	-	4,000,000	4,000,000	-	0.0%
U0135	PRWA ADV RCYCL WATER PRJ	158	AMERICAN RESCUE PLAN FUND	-	-	400,000	400,000	-	0.0%
U0135 Total				-	-	400,000	400,000	-	0.0%
Grand Total				\$ 18,009,151	\$ 11,103,174	\$ 241,050,834	\$ 247,709,434	\$ 6,658,600	2.8%

CITY OF PALMDALE
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PERSONNEL REQUESTS

Ref	Status	Division	Position Title	Funding Source	FY 2023 Total	FY 2024 Total
NEW POSITION REQUESTS						
1	FT	City Manager's Office	Deputy City Manager	General Fund	-	260,160
2	FT	City Manager's Office	Deputy City Manager	General Fund	-	260,160
3	FT	City Manager's Office	Executive Assistant	General Fund	-	120,570
4	FT	City Council	City Council Liaison	General Fund	-	120,570
5	FT	Economic Development	Economic Development Manager	General Fund	-	211,200
			New Position Total	-	-	761,460
ELIMINATION OF POSITIONS						
1	FT	Neighborhood Services	Director of Neighborhood Services	General Fund		(260,160)
2	FT	City Manager's Office	Director of Operations	General Fund		(260,160)
			Elimination Total	-	-	(520,320)
			Grand Total	-	-	241,140

**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: March 1, 2023

During the period February 1, through February 28, 2023, I attended the following meetings and events:

February 1: Spanish Talk Radio

February 1: Regular Council Meeting

February 11: Meeting with Hope of the Mission

February 15: Meeting with Congressman Mike Garcia

February 15: Council Workshop

February 16: Palmdale Film Stage Ribbon Cutting

February 22: Supervisor Barger's Faith-Based Leaders Listening Session

February 23: LACAHSa City Selection Committee Meeting

February 24: AV Edge Spring Summit

**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: March 1, 2023

During the period February 1, through February 28, 2023, I attended the following meetings and events:

February 1:	Regular Council Meeting
February 1 -3:	League of California Cities New Mayors and Council Member Academy
February 9:	LA County Sanitation District 14 Director Board Meeting
February 9:	LA County Sanitation District 20 Director Board Meeting
February 9:	Palmdale Planning Commission Meeting
February 11:	Meeting with Hope of the Mission
February 14:	Meeting with SALVA
February 15:	Meeting with Congressman Mike Garcia
February 15:	Council Workshop
February 16:	Palmdale Film Stage Ribbon Cutting
February 16:	California Contract Cities Association (CCCA) Board of Directors Meeting
February 17:	League of California Cities Desert Mountain Division Meeting
February 21:	AVAQMD Board of Directors Meeting
February 22:	Supervisor Barger's Faith-Based Leaders Listening Session

February 22:	Meeting with Street Vending Stakeholders
February 23:	LACAHSA City Selection Committee Meeting
February 23:	NALEO Meet & Greet Afternoon Break
February 24:	AV Edge Spring Summit

**CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL**

M E M O R A N D U M

TO: City Clerk

FROM: Austin Bishop, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: March 1, 2023

During the period February 1 through February 28, 2023, I attended the following meetings and events:

February 1: Spanish Talk Radio

February 15: Council Workshop

February 16: Palmdale Film Stage Ribbon Cutting

February 21: AVAQMD Board Meeting

February 21: Visit Palmdale Board Meeting

February 24: AV Edge Spring Summit

**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: March 1, 2023

During the period February 1, through February 28, 2023, I attended the following meetings and events:

February 1: Regular Council Meeting

February 1 - 3: League of California Cities New Mayors and Council Member Academy

February 15: Council Workshop

February 16: Palmdale Film Stage Ribbon Cutting

February 24: AV Edge Spring Summit

February 28: AVTA Board of Directors Meeting