PALMDALE

a place to call home

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

WELCOME

1. **CALL MEETING TO ORDER**

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

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

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

4. **PRESENTATION**

   4.1 Presentation by Mayor and Council of a Proclamation declaring June 2023 as Immigrant Heritage Month in the City of Palmdale.

5. **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.)

6. **PUBLIC COMMENTS**

Please see the City Clerk to make your request to speak. When addressing the City Council, state your name for the official record. If presenting handout materials for the City Council, please provide eight copies to the City Clerk before speaking. Your materials will become public record.

NON-AGENDA ITEMS: You may address the City Council on matters NOT listed on the agenda during "Public Comments." You will be allotted up to three (3) minutes to speak on any item in the City's subject matter jurisdiction that is not already scheduled for discussion. Under the Ralph M. Brown Act, the City Council cannot act on items raised during public comment but may respond briefly to statements made or questions posed, request clarification or refer the item to staff.

AGENDA ITEMS: If you wish to address the Council on an item that is listed on the agenda, please make your request to speak before the Mayor announces the public comment item. You will be allotted up to three (3) minutes to speak, and your remarks should be limited to the discussion of that specific agenda item.

7. **HOUSING AUTHORITY CONSENT CALENDAR**

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

7.1 Adopt Resolution No. HA 2023-002, a Resolution of the Housing Authority of the City of Palmdale; repealing Resolution No. HA 2017-004 and approving the Housing Authority of the City of Palmdale's Homelessness Prevention and Rapid Rehousing Program; approve agreement A-8366 with The Salvation Army to conduct the Homelessness Prevention and Rapid Rehousing Program (HPRP); and authorizing the Executive Director or their designee to make necessary changes and execute documents related to the Homelessness Prevention and Rapid Rehousing Program.

Staff Report HPRP June 7v2.docx
HPRP Agreement A-8366.pdf
HA RESO HPRP 2023-002.doc

7.2 Approve the minutes from the previous meeting.

HA - April 5, 2023
HA - May 17, 2023

04 05 2023 - HA Minutes.pdf
05 17 2023 - HA Minutes.pdf

8. **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.

8.1 Receive and file the Monthly Investment Activity Reports for April 2023.

1. Staff_Report_-_Investment_Report_Apr_2023.docx
Investment Report City of Palmdale & Successor Agency_April 23.pdf

8.2 Receive and file the Annual Report on Development Impact Fees for Fiscal Year Ended June 30, 2022 and adopt findings to commit funds held in the Littlerock Drainage Fee Fund, Fire Facilities Fund, and the Sewer Upgrade Fee Fund.

1. Staff Report - Development Impact Fee Report FY22.docx
2. City of Palmdale 2022 Final AB1600 Development Impact Fees.pdf

8.3 Approve agreement with Harrell & Company Advisors, LLC. for Municipal Advisory Services, in the amount of $125,000, for a five (5) year term through June 30, 2028.

Staff Report - Harrell & Company Agreement.docx
City of Palmdale - HARRELL & COMPANY ADVISORS, LLC. (A-8387) - 05-10-2023 - Signed v7.pdf

8.4 Approve Agreement with Flock Group, Inc to provide a fixed location Automated License Plate Recognition (ALPR) system, fifty LPR cameras, and provide implementation services in a not to exceed amount of $157,500 for a one (1) year term.

Flock LPR Staff Report 2023.docx
CA - City of Palmdale - Flock Group, Inc Agreement.pdf

8.5 Approve First Amendment to Agreement with True Point, LLC to provide implementation services for Accela land use, plan review, permitting, and inspection tracking system for an additional amount of $150,000 and a not to exceed amount of $450,000 for a three (3) year term through December 31, 2024.

TruePoint_Amendment_Staff_Report_2023 (2).docx
TruePoint Solutions, LLC (A-7699) Amendment #1 - 04-20-2023 - for council packet.pdf

8.6 Approval of 36 Fireworks booth permits for non-profit organizations.

2023_Staff_Report_Fireworks.docx
2023_Firework_Booths_Map.pdf
2023_Fireworks_PP.pptx

8.7 Adopt Resolution No. CC 2023-026, a Resolution of the City Council of the City of Palmdale of intention to continue assessments for Fiscal Year 2023/2024, preliminarily approving the annual Engineer's Report and providing for notice of hearing for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02.

Palmdale DBAD - Staff Report 6-7-23.docx
Palmdale DBAD - Res 2 #CC 2023-026 for 6-7-23.doc
Drainage Engineers Report FY 2023-24_v1.pdf

8.8 Adopt Resolution No. CC 2023-027, a Resolution of the City Council of the City of Palmdale of intention to continue assessments for Fiscal Year 2023/2024, preliminarily approving the annual Engineer's Report and providing for notice of hearing for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.

Palmdale LLs - Staff Report 6-7-23.docx
Palmdale L&Ls - Res 2 #CC 2023-027 for 6-7-23.doc
LMD Engineers Report FY 2023-24_v1.pdf
Park Engineers Report FY 2023-24_v1.pdf
Streetlight Engineers Report FY 2023-24_v1.pdf

8.9 Approve lease agreement between the City of Palmdale and New Cingular Wireless, dba AT&T Wireless for a cellular wireless facility lease located at McAdam Memorial Park.

ATT Lease Agreement-Staff Report.docx
A-8298 AT&T Agreement McAdams Park.pdf

8.10 Adopt Resolution No. CC 2023-039, a Resolution of the City Council of the City of Palmdale to repeal and replace Resolution No. CC 2020-035 with Resolution No. CC 2023-039 which adopts the updated Title VI Plan for the City of Palmdale for 2023-2026.

Resolution 2023-039 staff report.docx
Resolution 2023-039.doc
2023 Update FINAL Title VI and LED.pdf

8.11 Adopt Resolution No. CC 2023-040, a Resolution of the City Council of the City of Palmdale to adopt the City of Palmdale Sustainable Transportation Plan.

Staff Report Resolution STP CC 2023-040.docx
STP Resolution CC 2023-040.docx
PalmdaleSustainableTransportationPlan_CityCouncilPresentation_v4 5.31.23.pptx

8.12 Adopt Resolution No. CC 2023-034, a Resolution of the City Council of the City of Palmdale to adopt a list of projects for Fiscal Year 2023-2024 Funded by SB 1: The Road Repair and Accountability Act of 2017.

Resolution_2023-034_staff_report RMRA.docx

Resolution 2023-034.doc

8.13 Approve the minutes from the previous meeting.

May 17, 2023 - CC/SA/IDA/PAA/PCA/PFA
05 17 2023 - CC_SA_HA_IDA_PAA_PCA_PFA Minutes.pdf

9. **NEW BUSINESS**

9.1 Presentation of the City's Homelessness Plan Update.
Homelessness Plan Update June 2023.pdf

9.2 Discussion and possible direction on the relinquishment of Palmdale Blvd by Caltrans to the City of Palmdale.

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

10.1 Council Reports on Committee Memberships and Meetings Attended at Public Expense.
Alarcon Informational Report 060723.docx
Bettencourt Informational Report 060723.docx
Bishop Informational Report 060723.docx
LOA Informational Report 060723.docx
Ohlsen Informational Report 060723.docx

11. **CITY COUNCIL ANNOUNCEMENTS AND REQUESTS FOR NEW AGENDA ITEMS**

12. **CITY MANAGER'S REPORT**

13. **PRESENTATION BY CITY ATTORNEY**

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

13.2 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).

14. **ANNOUNCEMENT BY CITY ATTORNEY**

15. **ADJOURN** meeting to June 21, 2023 at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

Americans with Disabilities Act (ADA) Accommodations

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

Housing Authority
Staff Report

DATE: **JUNE 7, 2023**

TO: **HONORABLE CHAIR AND COMMISSIONERS**

FROM: **NEIGHBORHOOD SERVICES**

HOUSING DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION HA 2023-002 A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PALMDALE REPEALING RESOLUTION HA 2017-004 AND APPROVING THE HOUSING AUTHORITY OF THE CITY OF PALMDALE'S HOMELESSNESS PREVENTION AND RAPID REHOUSING PROGRAM; APPROVE AGREEMENT A-8366 WITH THE SALVATION ARMY TO CONDUCT THE HOMELESSNESS PREVENTION AND RAPID REHOUSING PROGRAM; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR THEIR DESIGNEE TO IMPLEMENT THE PROGRAM, MAKE NECESSARY CHANGES AND EXECUTE DOCUMENTS RELATED TO THE HOMELESSNESS PREVENTION AND RAPID REHOUSING PROGRAM.**

ISSUE

Adopt Resolution HA 2023-002 a resolution of the Housing Authority of the City of Palmdale; repealing resolution HA 2017-004 and approving The Housing Authority of The City of Palmdale's Homelessness Prevention and Rapid Rehousing Program; approve agreement A-8366 with The Salvation Army for the Homelessness Prevention; and Rapid Rehousing Program (HPRP) and authorizing the Executive Director or their designee to implement the program, make necessary changes and execute documents related to the Homelessness Prevention and Rapid Rehousing Program.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution HA 2023-002 Repealing Resolution HA 2017-004 and approve the Housing Authority of the City of Palmdale's Homelessness Prevention and Rapid Rehousing Program;
2. Approve Agreement A-8366 with The Salvation Army for the Homelessness Prevention and Rapid Rehousing Program (HPRP); and

3. Authorize the Executive Director or their designee to make necessary changes and execute documents and implement the Homelessness Prevention and Rapid Rehousing Program.

BACKGROUND

The Homelessness Prevention and Rapid Rehousing Program is funded by the Low- and Moderate-Income Housing Asset Funds to provide homelessness prevention and rapid re-housing. The Housing Authority of the City of Palmdale's Homelessness Prevention and Rapid Rehousing Program (HPRP) pursuant to California Health and Safety Code Section 34176.1(a)(2) provides financial assistance for individuals and families who are homeless or would be homeless but for the assistance of the HPRP Program.

The objectives of the HPRP program are to assist: a) individuals and families who are currently in housing but are at risk of becoming homeless and need temporary rent or utility assistance to prevent them from becoming homeless, or assistance to move to another unit (homeless prevention) and b) to assist individuals and families who are experiencing homelessness (residing in emergency or transitional shelters or on the street) and need temporary assistance in order to obtain housing and retain it (rapid re-housing). Program resources must be targeted and prioritized to serve households that are most in need of this temporary assistance and are most likely to achieve stable housing.

DISCUSSION

The Homelessness Prevention and Rapid Rehousing Program (HPRP) has been successful in previous years assisting households with financial burdens. Program assistance may include the provision of short-term or medium-term rental assistance, housing relocation and stabilization services including housing search, mediation, or outreach to property owners, credit repair, security or utility deposits, utility payments, rental assistance for a final month at a location, moving cost assistance, and case management, or other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.

The need for assistance continues to increase as the pandemic has ended. Many programs offering assistance due to COVID have come to an end and funding is no longer available. Many City Departments are currently experiencing a high call volume from residents inquiring about rental assistance. The Salvation Army experienced 214 requests for assistance in 2021-2022 and 477 requests for assistance to date in 2022-2023. There is a high demand for Case Management therefore funding was increased from $25,000 to $50,000 for Case Management services. The Homelessness Prevention and Rapid Rehousing Program supports the strategies and goals of Los Angeles County's Homeless Initiative approved by the County Board of Supervisors, Initiative strategies include to Prevent, House and Stabilize the unhoused. HPRP meets the City of Palmdale's Plan to Prevent and Combat Homelessness goal to prevent episodes of

homelessness in the community, including individuals and families, to assist homeless individuals and families by providing relevant and accurate information that creates a path for them to no longer be homeless, and to create housing opportunities that meet their needs.

A Request for Proposal was published in PlanetBids, 245 vendors were notified of the request, 12 prospective bidders showed interest and 1 proposal was received. The Salvation Army was selected to provide Case Management services for the Homelessness Prevention and Rapid Rehousing Program. The Salvation Army currently provides Case Management services and has assisted 119 unduplicated households over the last 5 years. An increase in funding has been provided for Case Management, a part-time position to increase their availability for assisting clients. The Case Manager works with individuals and families at risk of becoming homeless, providing referrals for services as needed and determining the level of assistance including rental assistance, utility payments, housing relocation and/or stabilization services.

FISCAL IMPACT

Funding of $240,000 of restricted Housing Asset Funds in account 29364012 will be allocated for consultant services per year. The allocation of $190,000 for direct assistance including rental assistance, housing relocation and stabilization services, $50,000 for Case Management. Funding of $10,000 is allocated for unit inspections and Housing Authority administration of Homelessness Prevention and Rapid Rehousing Program. The contract term will be for 3 years commencing on July 1, 2023, with the option to extend it for two additional one-year terms.

A total of $1,250,000 will be allocated for the term of the agreement.

STRATEGIC PLAN

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

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

Prepared by:	Becky Bartlett, Management Analyst
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Executive Director
Approved as to form:	William P. Curley III, Interim Authority Attorney

ATTACHMENTS

1. Agreement for The Salvation Army A-8366
2. Resolution HA 2023-002

AGREEMENT NO. A- 8366
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE HOUSING AUTHORITY OF THE CITY OF PALMDALE AND THE SALVATION ARMY

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into by and between the Housing Authority of the City of Palmdale a public body corporate and politic, (hereinafter called "HOUSING AUTHORITY") and THE SALVATION ARMY (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

RECITALS

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

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

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

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

Consultant shall provide program staff, supplies and necessary administrative support to fully implement the HPRP in conformance with the program regulations pursuant to Health and Safety Section 34176.1(a)(2) and Program Guidelines. Program staffing to be provided by Consultant shall include a minimum of one (1) Case Manager to serve the City of Palmdale community.

The Case Manager assigned to Palmdale HPRP shall conduct regularly scheduled office hours and shall be available to meet with HPRP participants by appointment at City locations, including but not limited to City Hall, South Antelope Valley Emergency Services (SAVES) and the Neighborhood Houses.

The three (3) categories of HPRP eligible activities include:

• Direct Financial assistance, which is limited to the following activities: short term rental assistance (1-3 months) and medium term (4-6 months) rental assistance.

• Housing relocation and stabilization services, which are services that assist program participants with housing stability and placement. These services are limited to the

following eligible activities: housing search, mediation or outreach to property owners, credit repair, security deposits, utility deposits, utility payments, rental assistance for a final month at a location, and moving cost assistance, or other appropriate activities for homeless prevention and rapid rehousing of persons who have become homeless.

• Program delivery costs, which are direct personnel costs associated with HPRP program delivery cost category, limited to the following: all efforts necessary to determine the eligibility of the Program Participant, case management, housing search, outreach to property owners, data collection and reporting, and other appropriate activities for homeless prevention and rapid rehousing of persons who have become homeless. This cost shall not exceed the amount of funds budgeted for program delivery costs in the Agreement. Consultant may submit a Request for Reimbursement as often as is practicable to ensure that funds are continually reimbursed.

In all cases, HPRP regulations require that an initial evaluation be conducted of all potential HPRP beneficiaries to evaluate if their current homelessness or at-risk of homelessness situation can be reversed with HPRP assistance. Program resources must be “targeted and prioritized to serve households that are most in need of this temporary assistance and are most likely to achieve stable housing.”

The purpose of the HPRP program is to prevent homelessness and ensure the rapid rehousing of households experiencing homelessness. The Authority has established HPRP guidelines requiring that Program Participants receiving HPRP funds must have a gross household income (as defined in Section 6914 of Title 25 of the California Code of Regulations and adjusted for the actual size of the applicant’s household) within the established limits for Low, Very Low or Extremely Low income as set forth in the table below. The selected respondent shall track the income level of all eligible Program Participant Households. In accordance with the California Department of Housing and Community Development (HCD) has established the 2022 income limits and the Authority will provide HCD’s annual updates as they become available.

Program Monitoring
Respondents approved for funding will be required to maintain and submit adequate information necessary to monitor program accountability and progress in accordance with the terms and conditions of the contract. On-site monitoring and inspection of financial and client files will also be undertaken by the Authority.

Monthly Reporting
By the fifteenth calendar day of each month, Consultant shall submit Performance Outcomes on the process of the program to the Housing Authority. Totals should reflect monthly, and cumulative data of all persons/households assisted, the number

of persons/households who contacted Consultant but were ineligible and provided referrals or information to other resources. A supporting narrative will also be required, that describes in measurable terms, the accomplishments and activities attained during the reporting month.

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

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

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

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

2 HOUSING AUTHORITY PROJECT MANAGER

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

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

Case Manager, Karla Ramirez and Business Specialist, Cynthia Foster

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

4 CONTRACT TERM

The term of this contract is Three (3) years, commencing on July 1, 2023 with the option to extend for two additional one year terms.

5 TAXES

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

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

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

6 PATENT FEES AND ROYALTIES

CONSULTANT shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified by HOUSING AUTHORITY for use in the performance of the work and if, to the actual knowledge of HOUSING AUTHORITY, 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 HOUSING AUTHORITY in the contract documents. CONSULTANT shall indemnify and hold harmless HOUSING AUTHORITY and anyone directly or indirectly employed by HOUSING AUTHORITY 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 HOUSING AUTHORITY, and shall defend all such claims in connection with any alleged infringement of such rights.

7 STANDARDS OF PERFORMANCE

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

8 CONSULTANT’S PERSONNEL

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

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

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

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, HOUSING AUTHORITY shall pay to CONSULTANT an amount not to exceed the sum of Seven hundred twentyThousand dollars dollars ($ 720,000), payable as follows:

Not to exceed $240,000 per year for direct financial costs.
Rental Assistance Payments, Housing Relocation and Stabilization Services $190,000
Program Delivery Costs $50,000
HPRP Program Total $240,000

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

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

9.3 CONSULTANT shall maintain adequate records and shall permit inspection and audit by HOUSING AUTHORITY of CONSULTANT's charges under this Contract. CONSULTANT shall make such records available to HOUSING

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

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

10 INDEMNIFICATION

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

11 INSURANCE

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

11.1.1 Workers' Compensation and Employer's Liability

- Workers' Compensation—coverage as required by the State of California

- Employer's Liability:
  $1,000,000.00 each accident
  $1,000,000.00 policy limit bodily injury
  $1,000,000.00 each employee bodily injury by disease

11.1.2 Professional Liability (Errors & Omissions) Insurance*
- $1,000,000 limit on a per occurrence basis

11.1.3 Commercial General Liability
- $1,000,000.00 limit on a per occurrence basis
- $2,000,000.00 general aggregate limit

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

11.2 All of CONSULTANT's policies shall contain an endorsement providing that written notice shall be given to HOUSING AUTHORITY 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 HOUSING AUTHORITY 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 HOUSING AUTHORITY, and any other insurance maintained by the HOUSING AUTHORITY shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificate and endorsements shall state: "The City of Palmdale, the Successor Agency of the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Industrial Development Authority of the City of Palmdale, Palmdale Airport Authority, their officers, agents, employees and volunteers are named as additional insured's."

B. "Severability of Interest" clause.

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

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

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

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

11.8 Acceptable Proof of Insurance:

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

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

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

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

11.10 CONTRACTOR shall require any and all subcontractor's working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of CONTRACTOR shall be subject to all other insurance requirements that are stated herein.

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

12 TERMINATION WITHOUT CAUSE

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

13 TERMINATION FOR CAUSE

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

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

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

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

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, research, field notes, investigations, analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of HOUSING AUTHORITY. CONSULTANT shall furnish HOUSING AUTHORITY, upon its request, originals or reproducible or electronic copies of reports, studies and of all other documents listed above.

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

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

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

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

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

16.2 Any assignment, delegation or subcontract shall be made in the name of CONSULTANT and shall not bind or purport to bind HOUSING AUTHORITY and shall not release CONSULTANT from any obligations under this Contract including,

but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONSULTANT under this Contract.

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

17.2 The provisions of subsection 17.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this Contract. HOUSING AUTHORITY shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

18 FINANCIAL INTEREST CERTIFICATION

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

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

19 CONFLICT OF INTEREST

19.1 CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would

create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONSULTANT to be “financial interested” (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by HOUSING AUTHORITY on any matter.

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

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

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

20 COMPLIANCE WITH LAW

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

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

21 NOTICES

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

22 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

23 ATTORNEY'S FEES

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

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

HOUSING AUTHORITY OF THE CITY OF PALMDALE:

Ronda Perez
Executive Director
Michael P. Miller
Signed: 5/11/2023

ADDRESS FOR NOTICE:
THE HOUSING AUTHORITY OF THE CITY OF PALMDALE
38500 Sierra Hwy
Palmdale, CA 93550

APPROVE AS TO FORM:

William P. Curley, III
Special Counsel

ATTEST:

Roxanne Faber
Acting Authority Secretary

THE SALVATION ARMY:

Terry Hughes
Signed: 5/15/2023

Terry Hughes
General Counsel

ADDRESS FOR NOTICE:
THE SALVATION ARMY
30840 Hawthorne Blvd
Rancho Palos Verde, CA 90275

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

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

Record of Signing

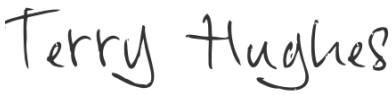
For
Name
Title



Signed on 2023-05-11 19:38:20 GMT

Secured by Concord™
DocumentID: ODIwOGU2MGItMj
SigningID: NzkzNmVjNjctYT
Signing date: 5/11/2023
IP Address: 206.171.111.149
Email: mmiller@cityofpalmdale.org

For
Name
Title



Signed on 2023-05-15 18:30:08 GMT

Secured by Concord™
DocumentID: ODIwOGU2MGItMj
SigningID: ZWJmNmY3ODMtM2
Signing date: 5/15/2023
IP Address: 70.167.155.234
Email: terry.hughes@usw.salvationarmy.org

concord™
Where agreements happen.

Signed with www.concordnow.com

HOUSING AUTHORITY
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. HA 2023-002

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PALMDALE REPEALING RESOLUTION HA 2017-004 AND APPROVING THE HOUSING AUTHORITY OF THE CITY OF PALMDALE'S HOMELESS PREVENTION AND RAPID REHOUSING PROGRAM

WHEREAS, The City Council of the City of Palmdale ("City Council") adopted the Redevelopment Plans for the Merged Redevelopment Projects ("Project Area") on March 24, 1994 by Ordinances Nos. 1042, 1043, and 1044, which resulted in the allocation of property taxes from the Project Area to the former Community Redevelopment Agency of the City of Palmdale ("Redevelopment Agency") for purposes of redevelopment. On May 4, 2011 the City Council adopted the Expansion Area Amendment by Ordinance No. 1418 adding additional territory to the Merged Project Area, and amending and restating the redevelopment plans into a single Amended and Restated Redevelopment Plan for the Merged Project Area ("Redevelopment Plan"). Project Area No. 2, Project Area No. 3, Project Area No. 4 and the Expansion Area collectively are referred to as the "Merged Project Area".

WHEREAS, The Housing Authority of the City of Palmdale ("Authority") is implementing certain proposed uses in the Merged Project Area including low-income housing, which use will aid in carrying out the Redevelopment Plan, pursuant to its obligations under Assembly Bill No. 26 (2011-2012 First Extraordinary Session.) as amended by Assembly Bill No. 1484 (2011-2012 Regular Session) and as further amended from time to time (collectively, the "Dissolution Bills") wherein the Authority, as the designated entity, will perform the housing functions previously performed by the former Redevelopment Agency to carry out the purposes of the Redevelopment Plan and the Dissolution Bills.

WHEREAS, The Housing Authority of the City of Palmdale ("Authority") has Low and Moderate Income Housing Asset Funds, has fulfilled all obligations pursuant to Sections 33413 and 33418 and wishes to continue a Homeless Prevention and Rapid Rehousing Program (HPRP) pursuant to Section 34176.1(a)(2) to provide services for individuals and families who are homeless or would be homeless but for this assistance, including the provision of short-term or medium-term rental assistance, housing relocation and stabilization services including housing search, mediation, or outreach to property owners, credit repair, security or utility deposits, utility payments, rental assistance for a final month at a location, moving cost assistance, and case management, or other appropriate activities for homeless prevention and rapid rehousing of persons who have become homeless.

WHEREAS. Homeless Prevention and Assistance is a goal of the City's Homeless Plan.

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

SECTION 1. Repeals Resolution HA 2017-004.

SECTION 2. The Authority approves the Homelessness Prevention and Rapid Rehousing Program.

SECTION 3. The Authority authorizes Staff to identify a nonprofit organization to provide the Homelessness Prevention and Rapid Re-Housing services and enter into an agreement providing Homelessness Prevention and Rapid Re-Housing services to eligible recipients based on the Authority's determined needs, procedures and guidelines, and case management.

SECTION 3. The Authority hereby authorizes the Executive Director or their designee to implement the Authority's Homelessness Prevention and Rapid Re-Housing Program and to execute all documents and take all actions necessary and convenient to carry out and implement the Program and to administer the Authority's obligations, responsibilities, and duties to be performed thereunder.

SECTION 4. The Authority Secretary shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 7th day of June 2023.

_____
Laura Bettencourt, Chair

Approved as to form:

ATTEST:

_____
William P. Curley, III
Interim Authority Attorney

_____
Rochelle Scott,
Acting Authority Secretary

I, Rochelle Scott, Acting Authority Secretary of the Housing Authority of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the Housing Authority of the City of Palmdale at a special meeting of said Authority held on the 7th day of June by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____

Rochelle Scott, Acting Authority Secretary

MINUTES
CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
APRIL 5, 2023

www.cityofpalmdale.org

5:00 P.M.

1) CALL MEETING TO ORDER

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

2) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

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

3) ROLL CALL MAYOR BETTENCOURT, MAYOR PRO TEM ALARCÓN, COUNCILMEMBERS BISHOP, LOA, OHLSEN COMMISSIONERS FRAGA- SAENZ, DENNY

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

4) PRESENTATIONS

4.1) Councilmember Ohlsen presented a Proclamation to Rosie Mainella declaring April 2023 as Child Abuse Awareness Month in the City of Palmdale. Ms. Mainella announced that death rates are down by 73%.

4.2) Housing Coordinator Nichols presented the Proclamation declaring April 2023 as Fair Housing Month in the City of Palmdale. Ms. Chancela Al-Mansour, Executive Director of Housing Rights Center, accepted the proclamation and spoke regarding housing discrimination.

4.3) Councilmember Bishop presented a Proclamation to Karma Rescue declaring April 2023 as Prevention of Cruelty to Animals Month in the City of Palmdale.

4.4) Councilmember Loa, Councilmember Bishop and a representative from Assemblyman Carrillo's office presented Commendations to outgoing Planning Commissioners Marcos Alvarez and Christina Fraga-Saenz.

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

A motion was made and carried unanimously to waive the full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.

6) PUBLIC COMMENTS ON CONSENT CALENDAR ITEMS ONLY

The following individuals provided public input:

Steve Angebrandt and Sandy Corrales spoke in opposition to the approval of Item 8.2

Eugene Hernandez commented regarding the lack of bus benches in Palmdale.

Mayor Bettencourt requested a list of bus stops without benches.

Marsha Furman spoke regarding the use of Measure AV funds.

Jason Zink commented regarding public comment section, and the use of Measure AV funds.

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

7) JOINT CONSENT CALENDAR CC/SA/HA/IDA/PAA/PCA/PFA

7.1) Receive and file the Annual Comprehensive Financial Reports for the Year Ended June 30, 2022, for the City of Palmdale, the Housing Authority of the City of Palmdale, the Palmdale Civic Authority, the Palmdale Financing Authority, and the Palmdale Community Foundation. (Staff reference: Director of Finance Samson)

7.2) Approve the minutes from the previous meetings.

HA - February 1, 2023
HA - February 15, 2023
CC/SA/HA/IDA/PAA/PCA/PFA - March 1, 2023

Motion: Approve all items listed on the Joint Consent Calendar.
Moved by Laura Bettencourt, seconded by Christina Fraga-Saenz.

Vote: Motion carried (6-0)
Yes: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Richard J. Loa, Christina Fraga-Saenz, Phil Denny.
Absent: Andrea Alarcón.

Mayor Bettencourt adjourned the Housing Authority meeting at 5:37 pm.

Mayor Pro Tem Alarcón arrived at 5:38 p.m. and was able to participate in the remainder of the meeting.

8) CONSENT CALENDAR

8.1) Receive and file the Monthly Investment Reports for February 2023.

8.2) Ratify the approval of the Memorandum of Understanding between the City of Palmdale and the Antelope Valley Fair Authority defining the City's benefits resulting from the City's financial contribution to the Multi-Agency Regional Resiliency Center (MARRC).

Councilmember Ohlsen pulled this item for discussion.

Councilmember Bishop recused himself from this item.

City Manager Perez presented a detailed overview of this item. Dan Jacobs, Chief Executive Officer of the Antelope Valley Fair, gave a PowerPoint presentation. There was discussion among Council, staff and Mr. Jacob's regarding the timeframe on the amendment to add a seat for Palmdale and the County on the JPA, and the status of the request for and America Rescue Plan Act (ARPA) opinion on the funding for the Multi-Agency Regional Resiliency Center (MARRC). Interim City Attorney provided clarification on the timeline for an ARPA response.

Motion: Ratify the approval of the Memorandum of Understanding between the City of Palmdale and the Antelope Valley Fair defining the City's benefits resulting from the City's financial contribution to the Multi-Agency Regional Resiliency Center (MARRC) contingent upon it being approved as an expenditure under ARPA and that the State of California sign off on the City of Palmdale having a seat on the Joint Powers Authority.
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Interim City Attorney Curley asked Mr. Jacobs of the AV Fair if they were amenable to the revised motion, and if Mr. Jacobs could speak on behalf of the AV Fair. Mr. Jacobs confirmed he had the authority to speak on behalf of the AV Fair and that they were amenable to waiting while these issues were sorted out.

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

Councilmember Bishop returned to the dais.

8.3) Summary of Annual Housing Element Progress Report.

8.4) Award Agreement with Tangram Interiors in the amount, not to exceed $325,000, for purchase and installation of furniture associated with the Code Enforcement and Public Safety relocation to the Aero Institute Building.

Mayor Bettencourt pulled this item for discussion. Director of Public Works Glidden provided clarification regarding the purchase of new furniture. There was Council and staff discussion regarding the hiring of Code Enforcement Officers and future office space.

Motion: Award Agreement with Tangram Interiors in the amount, not to exceed $325,000, for purchase and installation of furniture associated with the Code Enforcement and Public Safety relocation to the Aero Institute Building
Moved by Austin Bishop, seconded by Richard J. Loa.

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

8.5) Approve additional funds of $84,323.37 for Purchase Order No. 20230423, with Servpro of Palmdale North, dba P&C Restoration Cleaning Corp. for emergency clean up services for the Chimbole Cultural Center in the amount not to exceed $304,324.

Councilmember Bishop pulled this item and recused himself.

Motion: Approve additional funds of $84,323.37 for Purchase Order No. 20230423, with Servpro of Palmdale North, dba P&C Restoration Cleaning Corp. for emergency clean up services for the Chimbole Cultural Center in the amount not to exceed $304,324.
Moved by Richard J. Loa, seconded by Laura Bettencourt.

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

Councilmember Bishop returned to the dais.

8.6) Approve proposal to amend the 2019-2020 Action Plan to reprogram Community Development Block Grant COVID (CDBG-CV) funds, review and approve budget adjustments to SAVES CDBG and SAVES CDBG-CV budgets, and decrease SAVES CDBG budget.

Mayor Pro Tem Alarcón pulled this item for discussion. Management Analyst I Bartlett provided a brief overview of this item. There was Council and staff discussion regarding the Mortgage Assistance Program, COVID relief funds, outreach to the public, and justification for reprogramming of funds.

Motion: Approve proposal to amend the 2019-2020 Action Plan to reprogram Community Development Block Grant COVID (CDBG-CV) funds, review and approve budget adjustments to SAVES CDBG and SAVES CDBG-CV budgets, and decrease SAVES CDBG budget.
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

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

8.7) Award construction agreement with SOV Security, for PN 872, Citywide Security Infrastructure Project, at the City facilities, including City Hall, Palmdale Transportation Center, Palmdale Playhouse, and the Maintenance Yard, in the amount not to exceed $973,833 and determine this project is to be exempt from CEQA.

Mayor Bettencourt pulled this item for discussion. Director of Public Works Glidden provided a brief staff report. There was discussion regarding the number of crimes and selection of locations for Phase 1. Information Technology Manager Thompson stated G4S assessed the locations and set the priorities for security. City Manager Perez stated the sites were identified based on the traffic and the amount of children that attend the Playhouse performances. There was

further discussion among Council and staff regarding security systems, public safety, change order to contract, fast- tracking of Phase 2, and timeline for Phase 1.

Motion: Award construction agreement with SOV Security, for PN 872, Citywide Security Infrastructure Project, at the City facilities, including City Hall, Palmdale Transportation Center, Palmdale Playhouse, and the Maintenance Yard, in the amount not to exceed $973,833
Moved by Austin Bishop, seconded by Richard J. Loa.

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

8.8) Adopt Resolution No. CC 2023-023, a Resolution of the City Council of the City of Palmdale authorizing the execution of a Surety Bond to meet the financial security requirement for energy for Palmdale's Independent Choice.

Motion: Approve all items listed on the Consent Calendar with the exception of Items 8.2, 8.4, 8.5, 8.6, and 8.7.
Moved by Laura Bettencourt, seconded by Austin Bishop.

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

9) APPOINTMENTS

9.1) City Council Nomination and Appointment of seven (7) Members and one (1) Alternate to the Human Rights Advisory Committee.

Acting City Clerk Scott provided the process for selecting the members of the Human Right Advisory Committee.

Motion: Appoint the following individuals to the Human Rights Advisory Committee: Marcos Alvarez, Sky Jung, Margaret Hicks, Rudolpho Perez II, Covel Jenkins, Xavier Flores, Jovan Hicks, and Elizabeth Henriquez (Alternate).
Moved by Richard J. Loa, seconded by Andrea Alarcón.

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

10) NEW BUSINESS

10.1) Discussion and possible action regarding Animal Care and Control Operations.

City Manager Perez provided a brief overview of this item.

Mayor Bettencourt called for Public Comments.

The following individuals provided public inputs:

Jason Zink encouraged the City to increase the budget for Animal Care and Control.

Rosie Mainella commented regarding showcasing pets.

There was discussion among Council and staff regarding cost of services, showcasing pets, reduced hours at the shelter, kill rates, preventative measures, reduced services, non-profit options, outreach, feasibility study, and increase of operating hours.

City Manager Perez requested thirty (30) days to come back with options to facilitate more of a rescue approach to augment Animal Care and Control services. Councilmember Bishop suggested pulling the four-hundred thousand allocated in the mid-year budget. City Manager Perez stated if the bill is not paid, City services will cease. Mayor Pro Tem Alarcón directed Interim City Attorney Curley to take a look at who is legally responsible for the provision of the specified services and scope of work in the County contract.

11) PUBLIC COMMENTS ON NON-AGENDA ITEMS

The following indviduals provided public input

Corbin Ingram asked about the status of the local airport. City Manager Perez provided an update on the local airport.

Peter Denning, Cub Scout, asked the Councilmembers their profession.

Eugene Hernandez commented regarding celebrating the Latino community.

Jason Zink spoke regarding crime, film, art and technology academy, free basic cable and internet for senior citizens, American flags, addition of community groups added to website, water, animal control, and the emergency center.

Marsha Furman commented regarding food trucks at events and ADA compliance, Measure AV information on the website, and Joint Recreation Center.

Steve Hill spoke regarding the settlement agreement with the Department of Justice and law enforcement.

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

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

12.1) 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

Councilmember Loa attended/reported the following:

- Cesar Chavez event on March 25th at Domenic Massari Park
- Sheriff's Boosters meeting
- Spanish Radio program on March 1st
- Hispanic Chamber 26th Annual Installation Gala on March 3rd
- AV Rural Museum on March 4th;
- Meeting with Executive Directors of the Antelope Valley Fair and Supervisor Barger regarding implementation of a regional facility
- Ribbon cutting at the AV Rural Museum
- Zoning Ordinance meeting with developers regarding drive thru fast facilities
- County Sanitation District meeting
- Public Safety Forum at Legacy Commons; and
- Briefing on vending Ordinance; reported on meetings with legislators regarding the resiliency center

Councilmember Bishop attended/reported the following:

- Palmdale Community Clean-up day on March 25th
- AVAQMD grant money for businesses
- Palmdale Recycled Water Authority (PRWA) is moving efforts from recycled water to potable water
- Home for Families Builders Ball on March 10th
- Council retreat on March 10th
- AV Rural Museum
- Attended Nothing Bundt Cakes grand opening.

Councilmember Ohlsen reported/attended the following:

- Participated in the Read Across America event
- Attended Vets for Veterans support dinner and Welcome Home Veteran Ceremony
- Attended the Cesar Chavez Day event.

Mayor Pro Tem Alarcón reported:

- Meetings were held with California U.S. Senators, and Representatives to discuss appropriations for an Emergency Operation Center and transportation projects.

12.2) MEETINGS ATTENDED AT PUBLIC EXPENSE

13) CITY COUNCIL ANNOUNCEMENTS AND REQUESTS FOR NEW AGENDA ITEMS

None.

14) CITY MANAGER'S REPORT

City Manager Perez reported/announced the following:

- Nothing Bundt Cakes donated $1400 to SAVES.
- Kicking off the Fentanyl Awareness Campaign in the community
- Presented Council with photos of the utility raps
- Announced the promotion of Sara Gallagher and Nardy Lopez to Deputy City Manager

15) PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Jason Zink commented regarding acquisition of property, lawsuits, real estate signs, and Measure AV funds.

There was further discussion among Council regarding real estate signs.

16) PRESENTATION BY CITY ATTORNEY

Interim City Attorney Curley spoke regarding public comments that were made.

Interim City Attorney confirmed items would be heard as listed and stated the address for Item 16.6 should be 838 E. Palmdale Boulevard.

16.1) 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).

16.2) 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).

16.3) 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).

16.4) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Kenya Torres vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV37041
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

16.5) PUBLIC EMPLOYMENT
Title: City Attorney

16.6) CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 828 E. Palmdale Blvd. (APN: 3009-015-001)
Agency Negotiator for the City: Ronda Perez, City Manager and Mike Miller, Assistant City Manager
Negotiating parties: Pat Hunt
Under negotiations is both price and terms

17) ANNOUNCEMENT BY CITY ATTORNEY

Interim City Attorney announced Council was updated on all items and there were no reportable actions.

18) ADJOURN

Mayor Bettencourt adjourned the meeting at 9:30 p.m., in honor of the victims in Nashville, Tennessee, to April 19, 2023 at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 7th day of June 2023.

_____
Laura Bettencourt, Mayor

ATTEST:

_____
Rochelle Scott, Acting City Clerk

MINUTES
CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
MAY 17, 2023

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Interim City Attorney Curley made an announcement regarding public comments.

Mayor Bettencourt called the meeting to order at 5:03 p.m.

2) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

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

3) ROLL CALL MAYOR BETTENCOURT, MAYOR PRO TEM ALARCÓN, COUNCILMEMBERS BISHOP, LOA, OHLSEN COMMISSIONERS FRAGA-SAENZ, DENNY

PRESENT: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric Ohlsen, Christina Fraga-Saenz, Phil Denny.
ABSENT: None.

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

A motion was made and carried unanimously to move to waive the full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.

PUBLIC COMMENTS

The following individuals provided public comments: Diane, Rich Gallego, Michelle B, and Marsha spoke regarding the Council code of conduct; Jessica Pavia and Martha Pavia commented regarding a property matter; Jason Zink spoke on several topics; Chuck Murphy spoke regarding his previous comments to Council; Eugene Hernandez spoke regarding Dolores Huerta food drive; and Steve Hill commented regarding the Sheriff's Department.

5) CONSENT CALENDAR

5.1) Approve the renewal of the General Services Agreement between the City of Palmdale and the County of Los Angeles.

5.2) Approve First Amendment to provide temporary electrical and general services for special events with Henisey Electric (A-6998) to increase the total amount of the agreement by $95,000 not to exceed the sum of $335,000 and extend contract term.

5.3) Approve supplemental agreement No. 1 with Sully Miller Contracting Co., for PN 698, Avenue R Complete Streets Project, in the amount of $889,797.42.

Councilmember Loa pulled this item for discussion. Director of Public Works Glidden presented the staff report. Discussion ensued regarding the relocation of SCE poles and the project costs.

Motion: Approve supplemental agreement No. 1 with Sully Miller Contracting Co., for PN 698, Avenue R Complete Streets Project, in the amount of $889,797.42 with a 160-day extension.
Moved by Austin Bishop, seconded by Andrea Alarcón.

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

5.4) Award construction agreement with Landscape Structures Inc. dba: RecWest Outdoor Products, for PN 881, Palmdale Oasis Park Playground Project, in the amount of $646,624.78.

5.5) Award construction agreement with PlayCore Wisconsin, Inc. dba Game Time for PN 883, Desert Sands Park Playground Project, in the amount of $776,875.88.

5.6) Adopt Resolution No. CC 2023-032, 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, the Los Angeles County Consolidated Fire Protection District, the Board of Directors of the County Sanitation District No. 14 of Los Angeles County, and the governing bodies of the Antelope Valley Resource Conservation District, City of Palmdale, Antelope Valley-East Kern Water Agency, Antelope Valley Cemetery District, and the Antelope Valley Mosquito and Vector Control District approving and accepting negotiated exchange of property tax revenues resulting from Annexation No. 14-438 to County Sanitation District No. 14.

5.7) Adopt Resolution No. CC 2023-033, 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 and Los Angeles County Consolidated Fire Protection District, the Board of Directors of the County Sanitation District No. 20 of Los Angeles County, and 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 Antelope Valley - East Kern Water Agency approving and accepting negotiated exchange of property tax revenues resulting from Annexation No. 20-103 to County Sanitation District No. 20.

5.8) Approve the minutes from the previous meeting.

CC/SA - May 3, 2023

Motion: Approve all items listed on the Consent Calendar with the exception of Item 5.3
Moved by Andrea Alarcón, seconded by Austin Bishop.

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

6) NEW BUSINESS

6.1) Adopt Resolution No. CC 2023-038, a Resolution of the City Council of the City of Palmdale, CA, adopting the Guidelines and Bylaws for the Citizens Advisory Committee (Measure AV Oversight Committee); pursuant to Ordinance No. 1549; section 3.21.160.

Interim City Attorney Curley provided a brief overview of this item. Discussion ensued regarding the purpose of Measure AV funds.

Mayor Bettencourt called for public comments.

Jason Zink and Steve Angebrandt commented regarding the number of alternates.

Mayor Bettencourt closed the public comments.

Motion: Adopt Resolution No. CC 2023-038
Moved by Andrea Alarcón, seconded by Austin Bishop.

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

7) APPOINTMENTS

7.1) City Council Nomination and Appointment of seven (7) Members and two (2) Alternates to the Measure AV Oversight Committee.

Council discussion ensued regarding the current Measure AV Committee Members and their institutional knowledge. Discussion ensued regarding qualifications for the members.

Motion: Appoint: Cynthia Garcia, Rick Carr, Charles Murphy, Judy Vacarro-Fry, Steven Angebrandt, Marina Hickerson, Barbara Smart
Moved by Laura Bettencourt, seconded by Richard J. Loa.

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

Motion: Appoint Alternates: Diana Love, Samuel Roman
Moved by Andrea Alarcón, seconded by Austin Bishop.

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

8) JOINT NEW BUSINESS CC/SA/HA/IDA/PAA/PCA/PFA

8.1) Presentation of the City of Palmdale Proposed Budget for Fiscal Year 2023-24.

City Manager Perez and Director of Finance Samson provided a detailed overview of the FY 2023-2024 budget.

There were Council questions and discussion regarding health and wellness, allocation of restricted funds, Home-Sharing Program, general fund reserves, development projects, license fees, projections for community programs, Measure AV reserves, and funds for services to disproportionately impacted communities.

The following individuals provided public input: Jason Zink spoke regarding economic development in the City; Xavier Flores requested details on the services to disproportionately impacted communities; and Rosie Mainella commented regarding allocating funds to youth activities and educational resources.

Mayor Bettencourt closed the Public Comments.

9) CITY COUNCIL ANNOUNCEMENTS AND REQUESTS FOR NEW AGENDA ITEMS

None.

10) CITY MANAGER'S REPORT

City Manager Perez provided the following information: A couple of bus benches will be installed in FY 2023/2024; the Homes 4 Families event was held last weekend; the City is currently in the midst of G626 Action Planning, Emergency Operation Center development program; Yellen Park groundbreaking will be held on June 2nd; playgrounds will be installed at Oasis Park & Desert Sands Park; and Summer Concert tickets are on sale.

11) PRESENTATION BY CITY ATTORNEY

Mayor Bettencourt called for Public Comments.

Jason Zink commented regarding lawsuits.

Interim City Attorney Curley confirmed the Closed Session items would be heard as listed.

11.1) 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).

11.2) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Maithi 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).

11.3) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATIONRicky 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).

11.4) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Kenya Torres vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV37041
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

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

11.6) PUBLIC EMPLOYMENT
Title: City Attorney

12) ANNOUNCEMENT BY CITY ATTORNEY

Interim City Attorney Curley announced Council was provided an update on Items 11.1 through 11.5 and there were no reportable actions.

City Manager Perez announced Council was provided an update on Item 11.6 and there was no reportable action.

13) ADJOURN

Mayor Pro Tem Alarcón adjourned the meeting at 8:15 p.m., in memory of the Honorable Gloria Molina, to June 7, 2023, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 7th day of June 2023.

_____
Laura Bettencourt, Mayor

ATTEST:

_____
Rochelle Scott, Acting City Clerk

City Council Staff Report

DATE: **JUNE 7, 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 APRIL 2023**

ISSUE

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

RECOMMENDATION

Staff recommends that the City Council receive and file the monthly investment activity reports for City of Palmdale and Successor Agency for April 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 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 April, the invested portfolio amount for the City of Palmdale totaled $290,303,564, a decrease of $9,210,939 from the previous month, and an increase of $31,176,589 in comparison to last year. The monthly decrease is the result of maturity of a corporate note and a withdrawal from LAIF to fund operations and debt service.

The par value of Successor Agency's portfolio as of April was $10,203,614. The balance decreased by $760,717 from last month due to debt service payments made out of the agency's cash account.

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

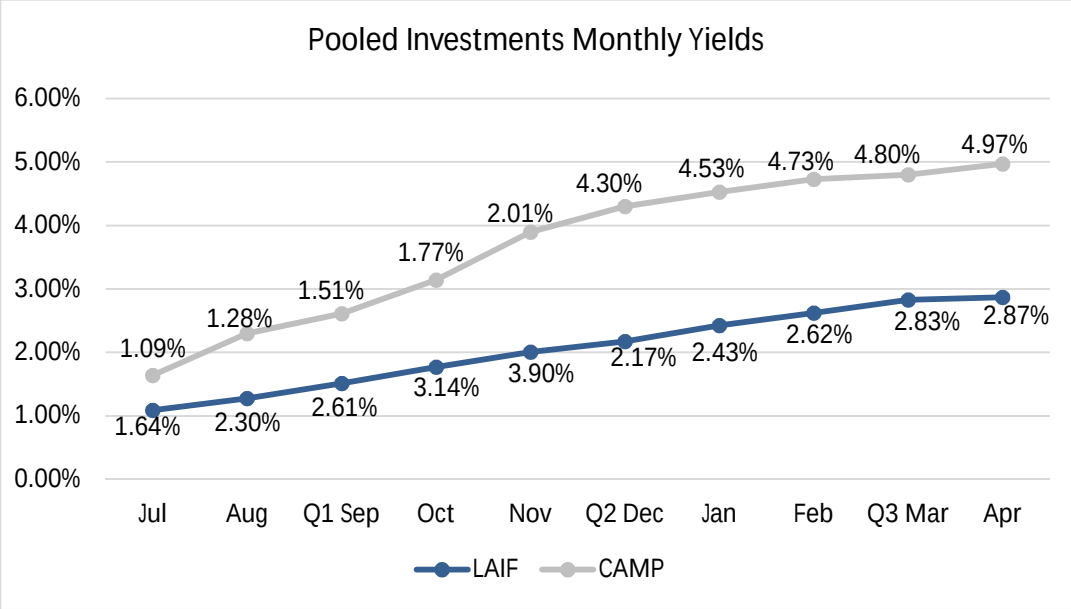
One core approach the Finance Division focuses on, is providing liquidity to measure up to the City and Successor Agency's operational requirements. Thus, the Finance Department is currently investing in two pooled funds, LAIF and CAMP. These are intended for the daily operational activities, used for 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 April is $115,009,432. A decrease of $4,225,296 compared to the prior month, due to a withdraw to cover monthly operational expenditures, including debt service, for the City.

Successor Agency LAIF balance at the end of April was $4,488,812. An increase of $30,048 compared to the prior month, due to earned interest.

CAMP's balance for City of Palmdale at the end of April was $257,070 compared to March balance of $256,024. The slight increase is due to interest earned during the month. The interest rates presented are the most current rates available as of the date of this report. As of April 30, 2023, the interest rates for LAIF and CAMP investments

were at 2.870 percent and 4.97 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of March were at 2.831 percent and 4.8 percent. Both rates have slightly increased within this month. This time last year, LAIF and CAMP rates were at 0.523 percent and 0.50, respectively.



The chart above shows both the Local Agency Investment Fund and California Asset Management Program's average monthly yields beginning July 2022 through April 2023.

We anticipate that rates will remain fairly consistent, increasing only in small percentages in the upcoming months, considering the history in the past year and the current state of economy. 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 reports include all investments held by both entities and current book values as of April 30, 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 April 30, 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, City Manager
Approved as to form:	William P. Curley, III, Interim City Attorney

ATTACHMENTS

1. Monthly Reports on City of Palmdale Investments
2. Monthly Report on Successor Agency Investments

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
April 30 2023

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	FDIC Number	INTEREST RATE	PAR AMOUNT		PURCHASE AMOUNT	INVESTED AMOUNT
U.S. TREASURY SECURITIES					Yield				
05-31-19	04-30-24	CITY	9128286R6 U.S. Treasury Note		2.03	5,000,000.00		5,051,650.00	4,938,670.00
01-19-21	05-31-23	CITY	9128284S6 U.S. Treasury Note		2.75	2,815,000.00		2,985,994.41	2,811,030.85
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	3,000,000.00		3,260,634.36	2,961,090.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note		0.66	3,000,000.00		3,261,331.50	2,945,970.00
05-11-21	12-31-24	CITY	9128283P3 U.S. Treasury Note		0.40	3,000,000.00		3,200,040.56	2,946,930.00
06-04-21	12-31-23	CITY	912828V23 U.S. Treasury Note		0.20	4,000,000.00		4,210,026.50	3,959,360.00
07-12-21	12-31-23	CITY	9128285U0 U.S. Treasury Note		2.63	5,000,000.00		5,289,959.94	4,977,950.00
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	5,000,000.00		5,451,958.35	4,935,150.00
07-12-21	12-31-23	CITY	912828V23 U.S. Treasury Note	1/3/2023	2.25	5,000,000.00	##	5,244,161.50	4,949,200.00
12-17-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	10,000,000.00		9,913,130.25	9,602,000.00
12-17-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (UBS)		0.85	10,000,000.00		10,045,505.25	9,531,600.00
12-22-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	5,000,000.00		4,957,270.88	4,801,000.00
12-22-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note		0.88	5,000,000.00		5,018,208.38	4,765,800.00
12-20-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (Stifel)		1.00	5,000,000.00		5,017,187.50	4,765,820.00
03-08-23	03-31-26	CITY	9128286L9 U.S. Treasury Note (UBS)		2.25	3,200,000.00		3,029,330.80	3,029,330.80
			TOTAL U.S. TREASURY SECURITIES			$ 74,015,000.00		$ 75,936,390.18	$ 71,920,901.65
GOVERNMENT AGENCY PAPER									
06-05-19	06-05-23	CITY	3133EKPT7 Fed Farm Credit Bk		2.13	5,000,000.00		5,008,600.00	4,971,627.90
06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit		0.78	5,000,000.00		5,000,000.00	4,672,635.10
08-07-20	05-06-24	CITY	3133EL2X1 Federal Farm Credit		0.42	2,000,000.00		2,000,000.00	1,905,188.04
08-27-20	11-27-24	CITY	3134GWNG7 Freddie Mac Domestic		0.50	2,000,000.00		2,000,000.00	1,885,345.78
04-01-21	04-01-25	CITY	3133EMUP5 Fed Farm Credit		0.71	5,000,000.00		5,000,000.00	4,682,977.35
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond		0.59	1,000,000.00		1,103,275.25	999,450.00
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond 0.57		0.57	2,000,000.00		2,208,460.00	1,998,900.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae		0.55	3,000,000.00		2,993,675.25	2,757,300.00
06-04-21	08-01-24	CITY	3130AMHH8 FHLB NOTE		0.41	4,000,000.00		4,000,000.00	3,809,357.72
06-07-21	06-07-24	CITY	3130AMQR6 FHLB NOTE		0.35	3,000,000.00		3,000,000.00	2,864,376.87
06-30-21	12-30-25	CITY	3130AMRQ7 FHLB NOTE		0.88	3,000,000.00		3,000,000.00	2,792,028.33
07-29-21	04-29-26	CITY	3130AN5C0 FHLB NOTE		1.05	4,000,000.00		4,010,455.13	3,730,680.00
12-17-21	11-12-25	CITY	3134GXBM5 FHLMC Note		1.15	1,150,000.00		1,125,785.50	1,055,366.50
12-17-21	12-30-24	CITY	3130AQDY6 FHLB		1.00	6,750,000.00		6,750,000.00	6,454,656.18
12-17-21	06-23-25	CITY	3133ENHW3 FFCB		1.17	10,000,000.00		10,000,000.00	9,422,494.90
12-20-21	07-30-25	CITY	3136G4ZP1 FANNIE MAE		0.65	3,500,000.00		3,444,175.00	3,255,845.57
12-20-21	09-24-25	CITY	3134GWUG9 FREDDIE MAC		0.57	10,000,000.00		9,806,600.00	9,209,435.10
12-21-21	12-22-26	CITY	3133ENJC5 FFCB		1.29	5,000,000.00		5,000,000.00	4,611,433.30
01-14-22	01-14-25	CITY	3130AQEA7 FHLB		1.05	7,000,000.00		7,000,000.00	6,656,914.81
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit Bank		3.34	1,810,000.00		1,660,349.20	1,675,477.99
06-29-22	03-28-25	CITY	3130A5DH9 Federal Home Loan Bank		3.34	1,950,000.00		1,937,715.00	1,944,638.69
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Bank		3.33	5,000,000.00		4,479,000.00	4,493,981.15
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac Global Unsecured		0.80	5,000,000.00		4,539,500.00	4,539,500.00
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
CERTIFICATES OF DEPOSIT									
05-10-18	05-10-23	CITY	61747MX30 Morgan Stanley Bank Na	32992	3.15	245,000.00		245,000.00	546,098.34
05-11-18	05-11-23	CITY	87164WWF1 Synchrony Bank	27314	3.15	245,000.00		245,000.00	246,091.97
05-11-18	05-11-23	CITY	17312QL23 Citibank Na	7213	3.15	245,000.00		245,000.00	246,091.97
05-15-18	05-15-23	CITY	20033AYE0 Comenity Capital Bank	57570	3.10	245,000.00		245,000.00	245,960.65
			TOTAL CERTIFICATES OF DEPOSIT			$ 980,000.00		$ 980,000.00	$ 1,284,242.93

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
April 30 2023

CORPORATE NOTES							
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		$ 2,075,000.00	$ 2,075,000.00	$ 2,039,686.86
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY ACCOUNT	98-19-620	0.78	42,829,922.50	42,829,922.50	42,829,922.50
06/23/08	n/a	PCA ACCOUNT	40-19-060	0.78	40,876,573.72	40,876,573.72	40,876,573.72
	n/a	ARPA ACCOUNT	19-19-004	0.78	31,302,935.84	31,302,935.84	31,302,935.84
			TOTAL LAIF ACCOUNTS		$ 115,009,432.06	$ 115,009,432.06	$ 115,009,432.06
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY ACCOUNT	6080-01	0.30	257,070.82	257,070.82	257,070.82
			TOTAL CAMP ACCOUNTS		$ 257,070.82	$ 257,070.82	$ 257,070.82
UBS FINANCIAL SERVICES							
n/a	n/a	CITY ACCOUNT		0.00	10,624.80	10,624.80	10,624.80
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 10,624.80	$ 10,624.80	$ 10,624.80
			TOTAL CITY INVESTMENTS		$ 298,507,127.68	$ 298,728,101.94	$ 290,303,564.15

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
April 30 2023

LIBRARY INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE		INVESTED AMOUNT
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND						
11-20-84	n/a	LIBRARY	16-19-012	0.78		12,679.97
		TOTAL LIBRARY INVESTMENTS				$ 12,679.97

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE		INVESTED AMOUNT
BOND PROCEEDS						
SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
05-10-95	n/a	BOND	95421220	0.35		109.14
05-10-95	n/a	IMPROVEMENT	95421222	0.10		158,616.02
City Held Cash	(Fund 736-114000)	($255,912.67)				
		TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1				$ 158,725.16
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		2,646,734.14
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				$ 2,646,734.29
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		20.28
08-01-19	n/a	RESERVE	242969003	0.00		722,953.75
08-01-19	n/a	SP TAX - REFUNDING BO	242969004	0.01		15,150.05
08-01-19	n/a	SP TAX - REFUNDING BO	242969005	0.01	Account Closed on 12/20/22	0.00
City Held Cash	(Fund 734-114000)	$892,871.96				
		TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1				$ 738,124.08

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
April 30 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) $824,004.56

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	82,212.89
	n/a	RESERVE FUND	251009001	0.01	643,268.38

City Held Cash

TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021 $ 725,481.27

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	59,979.30
11-08-06	n/a	ADM EXP	106844002	0.01	1,632.19
11-08-06	n/a	RESERVE FUND	106844003	0.01	96,673.73

City Held Cash (Fund 739-114000) $70,972.70

TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB $ 158,285.22

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
April 30 2023

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
2012 PFA $8.7M LEASE REVENUE BONDS					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
12-19-12	n/a	REVENUE FD	201546000	0.00	122.92
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			$ 122.92
2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
10-11-13	n/a	ESCROW FUND	206455000	0.00	2,979,500.00
		TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW			$ 2,979,500.00
2015 HA DEBT SERVICE RESERVE					
Fiscal Agent: Bank of America					
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08	39,490.92
		TOTAL 2015 HA DEBT SERVICE RESERVE			$ 39,490.92
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND					
05-23-18	n/a	CITY	104790895775 Public Agency Retirement Services	2.60	6,460,447.93
		TOTAL PARS PENSION TRUST FUND			$ 6,460,447.93
BOND PROCEEDS					
2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
09-03-15	n/a	BOND FUND	277067000	0.00	170,429.01
09-03-15	n/a	INTEREST ACCT	277067001	0.01	14.01
09-03-15	n/a	BOND RESERVE	277067003	0.00	281,020.80
09-03-15	n/a	REPAIR & REPLACE FUN	277067004	0.00	1,202,100.12
		TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS			$ 1,653,563.94
BOND PROCEEDS					
2017 PFA $17.4M LEASE REVENUE BONDS					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
04-05-17	n/a	REVENUE FUND	271128000	0.00	225,393.76
04-05-17	n/a	PRINCIPAL ACCT	271128002	n/a	0.00
		TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS			$ 225,393.76
	Total City Held Cash (XXX-114000)		$531,260.73		
		GRAND TOTAL - FISCAL AGENT CASH			$ 15,060,388.22

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
April 30 2023

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand			$	20,751,875
Pooled Cash Investments				
City:	$	284,582,018		
Insur Fund:		$5,721,546	$	290,303,564
Library Investments				$12,680
Subtotal			$	311,068,119
City/AD/CFD/PCA/PFA/HA				
Fiscal Agent Cash			$	15,060,388 *
Grand total			$	326,128,507

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 April 30, 2023.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
April 30, 2023
CITY OF PALMDALE

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

April 30, 2023

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
CITY ACCOUNT 98-19-620				
Beginning Balance				$ 47,529,033.02
04/13/23		$ (5,000,000.00)		
04/14/23			$ 300,889.48	
Subtotal	$ -	$ (5,000,000.00)	$ 300,889.48	$ 42,829,922.50
PCA ACCOUNT 40-19-060				
Beginning Balance				$ 40,617,787.13
04/14/23			$ 258,786.59	
Subtotal	$ -	$ -	$ 258,786.59	$ 40,876,573.72
LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 12,595.08
04/14/23			$ 84.89	
Subtotal	$ -	$ -	$ 84.89	$ 12,679.97
ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 31,087,908.78
04/14/23			$ 215,027.06	
Subtotal	$ -	$ -	$ 215,027.06	$ 31,302,935.84
CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM				
Beginning Balance				$ 256,024.07
04/28/23		$ -	$ 1,046.75	
Subtotal	$ -	$ -	$ 1,046.75	$ 257,070.82
UBS Financial Services				
Beginning Balance				$ 46,548.23
04/30/23			$ 76.57	
04/30/23		$ (36,000.00)		
Subtotal	$ -	$ (36,000.00)	$ 76.57	$ 10,624.80
Total	$ -	$ (5,036,000.00)	$ 775,911.34	$ 115,289,807.65

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
APRIL 30, 2023

CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED

April 30, 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)
30231GBL5 Exxon Mobil Corp	06-10-20	04-15-23	04-15-23	5,000,000.00	$ 39,275.00	$ 5,039,275.00	4,950,765.95	$49,234.05
						$ -		$0.00
						$ -		$0.00
				$ 5,000,000.00	$ 39,275.00	$ 5,039,275.00	$ 4,950,765.95	$49,234.05

Total Number of Transactions: 1

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
April 30, 2023

CITY OF PALMDALE

POOLED CASH - INVESTMENTS PURCHASED

April 30, 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
				$ -			$ -	
				$ -			$ -	
				$ -			$ -	
				$ -			$ -	
				$ -				
			$ -	$ -	$ -	$ -	$ -	

Total Number of Transactions: 0

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
April 30, 2023

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND						
09-01-84	n/a	SA ACCOUNT	65-19-035	0.78	4,488,812.40	
TOTAL LAIF ACCOUNTS						$ 4,488,812.40
		FISCAL AGENT CASH				
BOND PROCEEDS						
CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						
Fiscal Agent: U.S. Bank National Association						
08-20-02	n/a	RESERVE FUND	94460700	2.54	536,305.71	
08-20-02	n/a	INTEREST ACCT	94460701	0.04	4,446.08	
08-20-02	n/a	PRINCIPAL ACCT	94460702	0.04	250.20	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 541,001.99
BOND PROCEEDS						
2016 SA $31.5M Tax Allocation Refunding Bonds Series A						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	DEBT SERVICE	245113000	0.00	2.05	
04-26-16	n/a	INTEREST ACCT	245113001	N/A	0.00	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 2.05
GRAND TOTAL - FISCAL AGENT CASH						$541,004

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$	5,173,798
Pooled Cash Investments	$	4,488,812
Successor Agency Fiscal Agent Cash	$	541,004
Grand total	$	10,203,614

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF interest rates are as of April 30, 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)
April 30, 2023

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
SA ACCOUNT 65-19-035				
Beginning Balance				$ 4,458,763.64
04/14/23			$ 30,048.76	
Subtotal	$ -	$ -	$ 30,048.76	$ 4,488,812.40

City Council Staff Report

DATE: **JUNE 7, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **RECEIVE AND FILE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR ENDED JUNE 30, 2022 AND ADOPT FINDINGS TO COMMIT FUNDS HELD IN THE LITTLEROCK DRAINAGE FEE FUND, FIRE FACILITIES FUND, AND THE SEWER UPGRADE FEE FUND.**

ISSUE

Receive and file the Annual Report on Development Impact Fees for Fiscal Year Ended June 30, 2022 and adopt findings to commit funds held in the Littlerock Drainage Fee Fund, Fire Facilities Fee Fund, and the Sewer Upgrade Fee Fund.

RECOMMENDATION

Staff recommends that the City Council accept the Annual Report on Development Impact Fees for Fiscal Year Ended June 30, 2022 and adopt findings to commit funds held in the Pearland Drainage Fee Fund, Littlerock Drainage Fee Fund, Fire Facilities Fee Fund, and the Sewer Upgrade Fee Fund. Drainage Funds held and totaling $50,662 in the Littlerock Drainage Fee Fund are to be held for projects noted in the City of Palmdale Master Plan of Drainage dated August 1996. Funds held and totaling $3,780,375 in the Fire Facilities Fee Fund will be held for the benefit of the Consolidated Fire Protection District of the Los Angeles County District to benefit area three within the City of Palmdale for future fire station projects. Funds held and totaling $440,146 in the Sewer Upgrade Fee Fund will be held for projects noted in the Ten-Year Capital Improvement Plan.

BACKGROUND

The City of Palmdale is authorized under state law to require development applicants to contribute fees towards the cost of off-site public improvements which are needed as a result of the new development. The fees are charged based upon a pro-rata share of the cost of the new improvements. This report is issued annually at the conclusion of the City's financial audit for the prior fiscal year. The Fiscal Year 2022 audit concluded March 30, 2023, at which point this report was developed to provide information related to the status of these funds for the year ended June 30, 2022.

State law requires the City to provide a public notice that specifies that this report is available for inspection not less than 15 days before the public meeting. The public notice was issued and the report was available for inspection on May 23, 2023.

Government Code Section 66001 (AB1600) requires the City to review on an annual basis the status of collected development impact and mitigation fees. In the event that any fees remain unexpended and unencumbered for more than five years, the City may retain the fees if the City Council adopts certain findings which substantiate the need for retaining such funds. In the event that the findings are not adopted to support the retention of the funds, the unexpended fees must be returned to the current owner(s) of the subject property.

DISCUSSION

The attached schedule provides a breakdown of accounts for the year ending June 30, 2022. All the accounts presently maintain positive cash positions and were allocated interest earnings on a pro-rata basis as prescribed by state law. The statute also specifies that the report include the following:

- The amount of each development fee.
- The beginning and ending fund balance for each development fee account.
- The amount of funds expended on each project for the year just ended.
- The amount of developer fees collected and interest earned for the year just ended.
- A description of each interfund transfer or loan made from each development fee account.
- If applicable, the amount of refunds made pursuant to the Government Code Section 66001.

As of June 30, 2022, the Littlerock Drainage Fee Fund, Fire Facilities Fund, and the Sewer Upgrade Fee Fund hold funds that are five years old. Based on this report, $50,662 of the $53,876 balance in the Littlerock Drainage Fee Fund, $3,780,375 of the $8,088,817 in the Fire Facilities Fee Fund, and $440,146 of the $481,420 balance in the Sewer Upgrade Fee Fund have been held for longer than five years. At this time, the City Council can make a finding that these uncommitted funds have a specified purpose and that there is a reasonable relationship between the fee and the purpose for which it was charged. Unless this finding is made, the collected fees will need to be refunded to the current record owner or owners of lots or units of the development project.

The funds being accumulated in the Littlerock Drainage Fund are to be used for several large first priority drainage projects. The funds being accumulated in the Fire Facilities Fee Fund are to be used for fire facility projects. The funds being

accumulated in the Sewer Upgrade Fund are to be used for sewer upgrade projects. Presently, there are not funds available to commence any of the projects.

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.

Prepared by:	Gohar Avetisyan, Financial Analyst
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

1. Annual Report on Development Impact Fees for Year Ended June 30, 2022

City of Palmdale

Annual Report
On
Development Impact Fees
For
Fiscal Year Ended
June 30, 2022

Prepared by
Eide Bailly, LLP
Rancho Cucamonga, California

EideBailly

CPAs & BUSINESS ADVISORS

May 3, 2023

Janelle Samson, Director of Finance
City of Palmdale
38300 N. Sierra Highway
Palmdale, CA 93550

Re: Acceptance of Annual Report on Development Impact Fees and Adopt Findings to Commit Funds Held in the Littlerock Drainage Fee Fund, Fire Facilities Fee Fund and the Sewer Upgrade Fee Fund

Dear Ms. Samson:

The firm of Eide Bailly LLP, recently completed an analysis of the City's accounting records for completing the City's annual report on development impact fees. This correspondence and accompanying schedules comprises the annual report and should be made available for public inspection.

The City of Palmdale is authorized under state law to require development applicants to contribute fees towards the cost of off-site public improvements which are needed as a result of the new development. The fees are charged based upon a pro-rata share of the cost of the new improvements. This report provides information related to the status of these funds for the year ended June 30, 2022. State law requires the City to provide a public notice that specifies that this report is available for inspection.

Government Code Section 66001 (AB1600) requires the City to review on an annual basis the status of collected development impact and mitigation fees. In the event that any fees remain unexpended and unencumbered for more than five years, the City may retain the fees if the City Council adopts certain findings which substantiate the need for retaining such funds. In the event that the findings are not adopted to support the retention of the funds, the unexpended fees must be returned to the current owner(s) of the subject property.

The attached schedule provides a breakdown of accounts for the year ending June 30, 2022. All the accounts maintaining positive cash positions were allocated interest earnings on a pro-rata basis as prescribed by state law. The statues also specify that the report include the following:

- The amount of each development fee
- The beginning and ending fund balance for each development fee account
- The amount of funds expended on each project for the year just ended
- The amount of developer fees collected and interest earned for the year just ended
- A description of each interfund transfer or loan made from each development fee account
- If applicable, the amount of refunds made pursuant to the Government Code Section 66001

As of June 30, 2022, the following accounts holds funds that are over five years old:

Littlerock Drainage Fee Fund	$ 50,662
Fire Facilities Fee Fund	3,780,375
Sewer Upgrade Fee Fund	440,146

At this time, the City Council can make a finding that these uncommitted funds have a specified purpose and that there is a reasonable relationship between the fee and the purpose for which it was charged. Unless this finding is made, the collected fees will need to be refunded to the current record owner or owners of lots or units of the development project.

The funds being accumulated in the Littlerock Drainage Fee Fund are to be used for large drainage projects. Funds being accumulated in the Fire Facilities Fee Fund are being accumulated for fire facility projects and the funds being accumulated in the Sewer Upgrade Fee Fund are to be used for large sewer upgrade projects. Presently, there are not funds available to commence the projects. City staff recommends that the City Council specify that the uncommitted funds in the Littlerock Drainage Fee Fund are to be used for the projects noted in the City of Palmdale Master Plan of Drainage dated August 1996. That the uncommitted funds in the Fire Facilities Fee Fund will be held for the benefit of the Consolidated Fire Protection District of Los Angeles County District Area 3 for future fire station projects. And the uncommitted funds held in the Sewer Upgrade Fee Fund will be held for projects noted in the Ten-Year Capital Improvement Plan.

Action To Be Taken By City Council

1. At the recommendation of City Management accept the Annual Report on Development Impact Fees held longer than five years and adopt the following findings.

2. That the Drainage funds held and totaling $50,662 in the Littlerock Drainage Fee Fund are to be held for projects noted in the City of Palmdale Master Plan of Drainage dated August 1996. That the funds held totaling $3,780,375 in the Fire Facilities Fee Fund will be held for the benefit of the Consolidated Fire Protection District of the Los Angeles County District Area 3 for future fire station projects. And that the funds totaling $440,146 in the Sewer Upgrade Fee Fund will be held for projects noted in the Ten-Year Capital Improvement Plan.

Our firm appreciates the assistance and cooperation your City staff extended to us during our work. If you or any City officials have questions regarding this report, I can be contacted at 909.466.4410.

Sincerely yours,

Roger Alfaro, CPA
Eide Bailly LLP

Attachments

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2022

Project	Project Amount Expended	Non AB 1600 Revenue 2021-2022	Total AB1600 Expenditures 2021-2022	Non AB1600 Expenditures 2021-2022	Developer Fees Collected 2021-2022	Interest Income 2021-2022	Other Income 2021-2022	Transfers In	Transfers Out	Beginning Balance 7/1/2021	Ending Balance 6/30/2022
Traffic Impact Fee (Fund 209/221)											
Street Signal Debt Service	$ 861,248		$ 861,248								
Ave R 45th St E Traffic Signal	312		312								
Traffic Signal Left Phasing	1,801		1,801								
Totals	$ 863,361	$ -	$ 863,361	$ -	$ 891,289	$ (77,833)	$ -	$ -	$ -	$ 2,794,728	$ 2,744,823

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2022

Project	Project Amount Expended	Non AB 1600 Revenue 2021-2022	Interest Expense General Fund Advance	Total AB1600 Expenditures 2021-2022	Non AB1600 Expenditures 2021-2022	Developer Fees Collected 2021-2022	Interest Income 2021-2022	Other Income 2021-2022	Transfers In	Transfers Out	Beginning Balance 7/1/2021	Ending Balance 6/30/2022
Parks Development Fee (Fund 208/220)												
Playhouse HVAC Upgrade	$ 4,873			$ 4,873								
Courson Connection Infrastructure	5,837			5,837								
Sam Yellen Park	223,677			223,677								
Rancho Vista Park	1,997,361			1,997,361								
Park Improvements	10,549			10,549								
Sports Field Maintenance	9,236			9,236								
Totals	$ 2,251,533	$ -	$ -	$ 2,251,533	$ 239,200	$ 2,413,127	$ (360,712)	$ -	$ -	$ -	$ 7,838,830	$ 7,400,512

Note: Ending balance includes the following:
Advance due to General Fund of $5,000,000.

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2022

Project	Project Amount Expended	Non AB 1600 Revenue 2021-2022	Total AB1600 Expenditures 2021-2022	Non AB1600 Expenditures 2021-2022	Developer Fees Collected 2021-2022	Interest Income 2021-2022	Other Income 2021-2022	Transfers In	Transfers Out	Beginning Balance 7/1/2021	Ending Balance 6/30/2022
Amargosa Drainage Fee (Fund 212/222)											
Drainage Admin	$ 48,024		$ 48,024								
Amargosa Creek Upper Rechg	8,863		8,863								
Totals	$ 56,887	$ -	$ 56,887	$ -	$ 408,982	$ (21,227)	$ -	$ -	$ -	$ 379,034	$ 709,902

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2022

Project	Project Amount Expended	Non AB 1600 Revenue 2021-2022	Interest Expense Interfund Drainage	Total AB1600 Expenditures 2021-2022	Non AB1600 Expenditures 2021-2022	Developer Fees Collected 2021-2022	Interest Income 2021-2022	Other Income 2021-2022	Transfers In	Transfers Out	Beginning Balance 7/1/2021	Ending Balance 6/30/2022
Anaverde Drainage Fee (Fund 213/223)												
Drainage Admin	$ 6,000			$ 6,000								
Amargosa Crk Upper Rechg Proj	(485)			(485)								
	$ 5,515	$ -	$ 7,496	$ 5,515	$ -	$ 553,956	$ (52,250)	$ -	$ -	$ -	$ (3,785,906)	$ (3,297,211)

Note: Ending balance includes the following:
Loan payable due to Pearland Drainage Fund of $2,136,221.

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2022

Project	Project Amount Expended	Non AB 1600 Revenue 2021-2022	Interest Expense Interfund Drainage	Total AB1600 Expenditures 2021-2022	Non AB1600 Expenditures 2021-2022	Developer Fees Collected 2021-2022	Interest Income 2021-2022	Other Income 2021-2022	Transfers In	Transfers Out	Beginning Balance 7/1/2021	Ending Balance 6/30/2022
Portal Ridge Drainage Fee (Fund 214/224)												
Drainage Admin	$ 6,000			$ 6,000								
	$ 6,000	$ -	$ -	$ 6,000	$ -	$ 114,833	$ (3,771)	$ -	$ -	$ -	$ (9,238)	$ 95,824

Note: Ending balance includes the following:
Due to General Fund of $18,476.

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2022

Project	Project Amount Expended	Non AB 1600 Revenue 2021-2022	Total AB1600 Expenditures 2021-2022	Non AB1600 Expenditures 2021-2022	Developer Fees Collected 2021-2022	Interest Income 2021-2022	Other Income 2021-2022	Transfers In	Transfers Out	Beginning Balance 7/1/2021	Ending Balance 6/30/2022
Pearland Drainage Fee (Fund 215/225)											
Drainage Admin	$ 6,000		$ 6,000								
Amargosa Creek Upper Rechg	-		-								
	$ 6,000	$ -	$ 6,000	$ -	$ 1,115,209	$ (35,409)	$ -	$ -	$ -	$ 10,289,512	$ 11,363,312

Note: Ending balance includes loan receivable due from Anaverde Drainage Fund of $2,136,221 and $4,100,000 from the Sewer Maintenance Fund.
Note: There is no finding in the Pearland Fund, since the loan reduced the cash balance of the fund.

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2022

Project	Project Amount Expended	Non AB 1600 Revenue 2021-2022	Total AB1600 Expenditures 2021-2022	Non AB1600 Expenditures 2021-2022	Developer Fees Collected 2021-2022	Interest Income 2021-2022	Other Income 2021-2022	Transfers In	Transfers Out	Beginning Balance 7/1/2021	Ending Balance 6/30/2022
Littlerock Drainage Fee (Fund 216/226)											
Drainage Admin	$ 6,000		$ 6,000								
	$ 6,000	$ -	$ 6,000	$ -	$ -	$ (1,497)	$ -	$ -	$ -	$ 61,373	$ 53,876

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2022

Project	Project Amount Expended	Non AB 1600 Revenue 2021-2022	Total AB1600 Expenditures 2021-2022	Non AB1600 Expenditures 2021-2022	Developer Fees Collected 2021-2022	Interest Income 2021-2022	Other Income 2021-2022	Transfers In	Transfers Out	Beginning Balance 7/1/2021	Ending Balance 6/30/2022
Fire Facilities Impact Fee (Fund 217/227)											
City Admin Charges	$ 43,003		$ 43,003								
	$ 43,003	$ -	$ 43,003	$ -	$ 860,059	$ (228,375)	$ -	$ -	$ -	$ 7,500,136	$ 8,088,817

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2022

Project	Project Amount Expended	Non AB 1600 Revenue 2021-2022	Total AB1600 Expenditures 2021-2022	Non AB1600 Expenditures 2021-2022	Developer Fees Collected 2021-2022	Interest Income 2021-2022	Other Income 2021-2022	Transfers In	Transfers Out	Beginning Balance 7/1/2021	Ending Balance 6/30/2022
Sewer Upgrade Impact Fee (Fund 225/228)											
Sewer Upgrd-45th E/Ave R to S	$ 26,973		$ 26,973								
	$ 26,973	$ -	$ 26,973	$ -	$ -	$ (13,721)	$ -	$ -	$ -	$ 522,114	$ 481,420

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2022

Project	Project Amount Expended	Non AB 1600 Revenue 2021-2022	Total AB1600 Expenditures 2021-2022	Non AB1600 Expenditures 2021-2022	Developer Fees Collected 2021-2022	Interest Income 2021-2022	Other Income 2021-2022	Transfers In	Transfers Out	Beginning Balance 7/1/2021	Ending Balance 6/30/2022
Public Facilities Impact Fee (Fund 247/229)											
City Facilities	$ 10,525		$ 10,525								
Saves/Oasis Generators	551		551								
Fire Supression Retrofitting	11,705		11,705								
Desert Sands Park Improvements	3,066		3,066								
	$ 25,847	$ -	$ 25,847	$ -	$ 562,559	$ (43,102)	$ -	$ -	$ -	$ 980,568	$ 1,474,178

City of Palmdale
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2022

Project	Project Amount Expended	Non AB 1600 Revenue 2021-2022	Total AB1600 Expenditures 2021-2022	Non AB1600 Expenditures 2021-2022	Developer Fees Collected 2021-2022	Interest Income 2021-2022	Other Income 2021-2022	Transfers In	Transfers Out	Beginning Balance 7/1/2021	Ending Balance 6/30/2022
Big Rock Drainage Impact Fee (Fund 230)											
Drainage Admin	$ 6,000		$ 6,000								
Amargosa Creek Upper Rechg Proj	1,500		1,500								
	$ 7,500	$ -	$ 7,500	$ -	$ -	$ (283)	$ -	$ -	$ -	$ 18,263	$ 10,480

City Council Staff Report

DATE: **JUNE 7, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **FINANCE DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH HARRELL & COMPANY ADVISORS, LLC. TO PROVIDE MUNICIPAL ADVISORY SERVICES IN THE AMOUNT OF $125,000 FOR A FIVE (5) YEAR TERM THROUGH JUNE 30, 2028.**

ISSUE

Approve agreement with Harrell & Company Advisors, LLC to provide municipal advisory services in the amount of $125,000 for a five (5) year term through June 30, 2028.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve agreement A-8387 with Harrell & Company Advisors, LLC to provide municipal advisory services in an amount of $125,000 for a five (5) year term through June 30, 2028; and
2. Authorize the City Manager or her designee to execute the Agreement A-8387 with Harrell & Company Advisors, LLC, including making minimal and/or non-substantive changes.

BACKGROUND

The City seeks professional services for municipal advisory on matters that provide long-term fiscal health of the City as part of the City's strategic planning goals. Municipal Advisory services assist public agencies with the issuance of bonds, financial analysis, modeling, forecasting and planning associated with funding capital improvements. Municipal Advisors are guided by the Municipal Securities Rulemaking Board, which establishes core standards of conduct for municipal advisors engaging in municipal advisory activities. Under Rule G-17 of the MSRB, a municipal advisor is subject to a duty of fair dealing and is prohibited from engaging in any deceptive, dishonest, or unfair practice.

Harrell & Company has provided municipal advisory services to the City of Palmdale since 2009 and has provided such services, including (but not limited to) providing financial advisory services for a variety of debt issues (both new and refunding issues),

providing guidance for financing programs for on-going and new programs, and current and new projects; assisting in developing and maintaining a long-term financial plan for operating programs; ongoing operational costs as well as capital projects for the City, assisting in developing factors to evaluate the City's financial condition, providing financial analysis and guidance regarding the feasibility of the City's participation in public-public or public-private partnerships where respective financial interests must be determined, assisting in the development of investment strategies, policies and programs, providing analysis of and recommending alternatives for the impact of state and national legislation, providing financial analysis and guidance regarding the feasibility of the City's implementation of or a continuation in a City service or program, and assisting in gathering and preparation of SEC required continuing disclosure materials for the City's Community Facility Districts as well as assist with the preparation of Successor Agency's annual Required Obligations and Payments Schedule (ROPS) for submission to the Los Angeles County Oversight Board (LACOB) and the California State Department of Finance (DOF).

DISCUSSION

Harrell & Company possess historical knowledge of the City of Palmdale's finances, including debt issuance and refunding capability, that will help to guide the future of the City of Palmdale. The City wishes to enter into a new agreement with Harrell & Company Advisors, LLC to continue to provide municipal advisory services as it pertains to the City's business affairs.

The term of the contract is for five (5) years, commencing on the effective date of July 1, 2023, through June 30, 2028.

FISCAL IMPACT

$125,000; the fiscal impact associated with this agreement totals $125,000 over the five-year term, with annual amounts of $25,000 per year. Funds are to be budgeted and available in various accounts under the City, Successor Agency, Assessment District and Community Facility District funds as a part of the annual operating budgets.

STRATEGIC PLAN

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

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

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

Prepared by:	Willy Galindo, Senior Financial Analyst
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

- Harrell & Company Advisors, LLC Agreement A-8387

AGREEMENT NO. A-8387
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND HARRELL & COMPANY ADVISORS, LLC.

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

RECITALS

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

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

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

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

Consultant will provide municipal advisory services for a variety of debt issues (both new and refunding issues).

Consultant will provide guidance for financing programs for on-going and new programs, and current and new projects.

Consultant will assist in developing financial condition factors to evaluate the City's financial condition.

Consultant will provide financial analysis and guidance regarding the feasibility of the City's participation in public-public or public-private partnerships where respective financial interests must be determined.

Consultant will provide an analyses of recommend alternatives for the impact of state

and national legislation.

Consultant will prepare documents required for ROPS approvals.

Consultant will review financial information and assist with the negotiation of special tax rates for community facilities districts and drafting related staff documents.

Consultant will assist with the gathering and preparation of SEC required continuing disclosure materials.

Consultant will be available on short-notice basis, to provide immediate responses to requests for guidance or answers to questions received from the City Manager or Finance Director.

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

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

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

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

2 CITY PROJECT MANAGER

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

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

SUZANNE HARRELL

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

4 CONTRACT TERM

The term of this contract is FIVE (5) YEARS, commencing on the effective date.

5 TAXES

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

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

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

6 PATENT FEES AND ROYALTIES

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

7 STANDARDS OF PERFORMANCE

CONSULTANT shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any such deficiencies or errors without additional compensation and without cost to CITY,

except to the extent any such deficiency is directly attributable to deficiencies in CITY -furnished information.

8 CONSULTANT'S PERSONNEL

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

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

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

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of ONE HUNDRED AND TWENTY FIVE THOUSAND dollars ($125000), payable as follows:

Harrell & Company proposes the following fees for various services:

1.Ongoing general financial advisory services $300 per hour,

2. ROPS preparation and documentation $350 per hour,

Fees will for Items (1) and (2) will be payable upon receipt of periodic invoices, in annual amounts not to exceed $25,000.

The Contract Price is CONSULTANT'S estimate of its charges for all of the services, including all labor, equipment, material, subcontractor and reimbursable costs, to be

provided under this Agreement. Progress payments shall be made on a time and material basis. Final payment shall be made upon completion of all services and City acceptance of all deliverables, not-to-exceed the Contract Price.

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

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

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

10 INDEMNIFICATION

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

11 INSURANCE

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

11.1.1 Workers' Compensation and Employer's Liability

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

11.1.2 Professional Liability (Errors & Omissions) Insurance*

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

11.1.3 Commercial General Liability

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

11.1.4 Commercial Automobile Liability

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

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

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

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

B. "Severability of Interest" clause.

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

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

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

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

11.8 Acceptable Proof of Insurance:

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

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

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

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

11.10 CONTRACTOR shall require any and all subcontractor's working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors

working on behalf of CONTRACTOR shall be subject to all other insurance requirements that are stated herein.

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

12 TERMINATION WITHOUT CAUSE

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

13 TERMINATION FOR CAUSE

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

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

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

completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses.

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

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

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, research, field notes, investigations, analysis, and studies which are prepared in the performance of this Contract are to be, and remain the property of CITY. CONSULTANT shall furnish CITY, upon its request, originals or reproducible or electronic copies of reports, studies and of all other documents listed above.

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

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

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

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

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

16.2 Any assignment, delegation or subcontract shall be made in the name of CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Contract including, but not limited to,

the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONSULTANT under this Contract.

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

17.2 The provisions of subsection 17.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

18 FINANCIAL INTEREST CERTIFICATION

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

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

19 CONFLICT OF INTEREST

19.1 CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONSULTANT to be "financial interested" (as

provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

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

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

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

20 COMPLIANCE WITH LAW

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

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

21 NOTICES

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

22 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

23 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

Ronda Perez
Signed: 5/25/2023

RONDA PEREZ
CITY MANAGER

JS
Signed: 5/25/2023

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

HARRELL & COMPANY ADVISORS, LLC.:

Suzanne Harrell
Signed: 5/25/2023

SUZANNE HARRELL
MANAGING DIRECTOR

ADDRESS FOR NOTICE:
HARRELL & COMPANY ADVISORS, LLC.
13891 Newport Avenue, Suite 145
Tustin, CA 92780

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 5/25/2023

William P. Curley, III
Interim City Attorney

ATTEST:

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

Record of Signing

For
Name
Title



Signed on 2023-05-25 16:07:20 GMT

Secured by Concord™
DocumentID: ZTUwOWIwOTctND
SigningID: NDlkMmJjMzEtMz
Signing date: 5/25/2023
IP Address: 206.171.111.149
Email: jsamson@cityofpalmdale.org

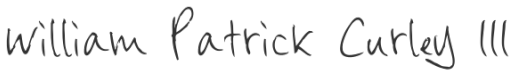
For
Name
Title



Signed on 2023-05-25 17:11:05 GMT

Secured by Concord™
DocumentID: ZTUwOWIwOTctND
SigningID: MmQ1NmFmYjEtYz
Signing date: 5/25/2023
IP Address: 68.66.129.18
Email: s.harrell@harrellco.com

For
Name
Title



Signed on 2023-05-25 17:54:24 GMT

Secured by Concord™
DocumentID: ZTUwOWIwOTctND
SigningID: ZWVjYmEzNjMtMT
Signing date: 5/25/2023
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

For
Name
Title



Signed on 2023-05-25 18:49:15 GMT

Secured by Concord™
DocumentID: ZTUwOWIwOTctND
SigningID: YWY0ZTc5NDYtNj
Signing date: 5/25/2023
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

concord™
Where agreements happen.

Signed with www.concordnow.com

City Council Staff Report

DATE: **JUNE 7, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **FINANCE DEPARTMENT**

INFORMATION TECHNOLOGY DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH FLOCK GROUP, INC. TO PROVIDE A FIXED LOCATION AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEM, FIFTY LPR CAMERAS, AND PROVIDE IMPLEMENTATION SERVICES IN A NOT TO EXCEED AMOUNT OF $157,500 FOR A ONE (1) YEAR TERM.**

ISSUE

Approve Agreement with Flock Group, Inc to provide a fixed location Automated License Plate Recognition (ALPR) system, fifty LPR cameras, and provide implementation services in a not to exceed amount of $157,500 for a one (1) year term.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8391 with Flock Group, Inc. to provide a fixed location License Plate Recognition (ALPR) System, the purchase of a subscription for 50 Automated License Plate Reader ("ALPR") cameras from Flock Safety ("Flock") in the amount of $157,500. This project includes a one-year lease of the cameras at $3,000 per camera and a one-time fee of $150 per camera installation. This consists of a license to access the application to view cameras and camera footage, which will be stored in the cloud, all mounting equipment, installation, maintenance, upgrades, and no-cost replacement of faulty manufacturer equipment. This is a one-year agreement.

2. Authorize the City Manager or her designee to execute Agreement A-8391 with Flock Group Inc., including making minimal and/or non-substantive changes.

BACKGROUND

Flock Safety is the sole manufacturer and distributor of the Flock Safety Automatic License Plate Recognition (ALPR) Camera. Flock Safety is also the sole provider of comprehensive monitoring, processing, and machine vision services that integrate with the Flock Safety Camera. Other local Southern California government agencies currently

using Flock Systems include Alhambra, Azusa, Covina, El Monte, Glendale, Lancaster, Pomona, and West Covina to name a few.

Flock Safety provides crime-fighting technology (cameras and software) under a service subscription model. Flock Safety's service is a flat annual fee that includes ALPR camera hardware, hardware maintenance, ALPR software, software updates, unlimited users, 30 days of unlimited data storage, LTE connectivity, solar panels, and mounting equipment. Flock Safety provides all supplies and equipment under standard operating procedures and complies with all government regulations and workplace safety guidelines. Flock Safety will remove the cameras if the city chooses not to renew the agreement. If a camera suffers from a manufacturer defect, Flock Safety will replace the camera at no additional fee.

The Sheriff's Department has collaborated with Flock and City of Palmdale Public Safety on the placement of the cameras. Flock cameras utilize motion capture to start and stop the photographs with machine learning and artificial intelligence, allowing Flock Safety to capture vehicle characteristics without needing a reflective license plate. The cameras can capture and process 30,000 vehicles per day and capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass powered by solar power. Flock Safety analyzes vehicle license plate, color and make objects (roof rack, unique hub cap, etc.). The software transmits alerts for wanted plates and can set up alerts based on vehicle descriptions.

The software makes actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, partial/full license plate, and object detection. This technology will aid the Sheriff's Department in detecting and stop vehicles that were used in crimes more accurately. This not only can save law enforcement time in investigating criminal activity but also help prevent unnecessary stops and detentions of motorists driving similar vehicles. People's privacy is protected by not using facial recognition technology and not recording any personally identifiable information such as names, addresses, or phone numbers.

The City of Palmdale will own their data, and Flock Safety does not sell the data to third parties. The camera footage is stored, secured, and encrypted in AWS Government Cloud and automatically deleted every thirty (30) days on a rolling basis. The camera only takes photos, and there is no live feed. No one monitors the system and is not used for surveillance purposes.

DISCUSSION

The City of Palmdale seeks to join surrounding law enforcement agencies in deploying Automatic License Plate Reader (ALPR) technology throughout the city.

Flock Group Inc. is the sole manufacturer and distributor of the Flock Safety Automatic License Plate Recognition (ALPR) camera, which is currently utilized by Sheriff's Departments across Southern California.

By joining the existing Flock Safety camera platform, the Palmdale Sheriff's Office will be able to utilize systems within the surrounding jurisdiction, allowing a more extensive network of resources than if the city were to utilize a different product.

An initial purchase of this system would include fifty Flock Safety cameras, propriety software, and professional services to install the cameras and implement the system for $157,500.

The purpose of the cameras is to read license plates. The technology will aid in locating stolen vehicles, vehicles used in the commission of a crime, or vehicles relating to an investigation. The cameras do not capture anything inside a vehicle.

The license plate is read, and that data is run through the state database for stolen vehicles, or vehicles entered the system as felony wanted vehicles.

Any information provided through the state database is transferred to the Sheriff's dispatch, and then local dispatch follows LASD protocol to locate the vehicle.

FISCAL IMPACT

Funds for this project have been budgeted in the following accounts:
15725601-774400 = $157,500

STRATEGIC PLAN

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

A. Provide comprehensive and innovative safety services to prevent crime and promote a safe community.

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

Prepared by:	Stuart Thompson, IT Manager
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-8391 with Flock Group, Inc.

Flock Safety + CA - City of Palmdale

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jesse Mund
jesse.mund@flocksafety.com
7138996379

flock safety

flock safety

EXHIBIT A
ORDER FORM

Customer:	CA - City of Palmdale	Initial Term:	12 Months
Legal Entity Name:	CA - City of Palmdale	Renewal Term:	24 Months
Accounts Payable Email:	sthompson@cityofpalmdale.org	Payment Terms:	Net 30
Address:	38300 Sierra Hwy Palmdale, California 93550	Billing Frequency:	50% of Annual Contract + 100% of Implementation Invoiced at Signing. 25% of Annual Contract Invoiced at First Camera Validation. 25% of Annual Contract Invoiced at Last Camera Validation. Annual payments invoiced for remainder of subscription term.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$150,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	50	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	$150.00	50	$7,500.00

Subtotal Year 1:	$157,500.00
Annual Recurring Subtotal:	$150,000.00
Estimated Tax:	$0.00
Contract Total:	$157,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$82,500.00
At First Device Installed	$37,500.00
At Last Device Installed	$37,500.00
Annual Recurring after Year 1	
Contract Total	$157,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: CA - City of Palmdale**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 30 day of May 2023. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("**Order Form**") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 *"**Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies;the competitive strength of, or market for, Flock's products or services;such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not

diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer,to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform

all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving

Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other

than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing

authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.
7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer’s purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer’s purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

City Council Staff Report

DATE: **JUNE 7, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **FINANCE DEPARTMENT**

INFORMATION TECHNOLOGY DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE FIRST AMENDMENT TO AGREEMENT WITH TRUE POINT SOLUTIONS, LLC TO PROVIDE IMPLEMENTATION SERVICES FOR ACCELA LAND USE, PLAN REVIEW, PERMITTING, AND INSPECTION TRACKING SYSTEM FOR AN ADDITIONAL AMOUNT OF $150,000 AND A NOT TO EXCEED AMOUNT OF $450,000 FOR A THREE (3) YEAR TERM THROUGH DECEMBER 31, 2024.**

ISSUE

Approve First Amendment to Agreement with True Point, LLC to provide implementation services for Accela land use, plan review, permitting, and inspection tracking system for an additional amount of $150,000 and a not to exceed amount of $450,000 for a three (3) year term through December 31, 2024.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve First Amendment to Agreement A-7699 with True Point Solutions, LLC, to provide implementation services for Accela Land Use, Plan Review, Permitting, and Inspection Tracking System for an additional amount of $150,000 and a not to exceed amount of $450,000 for a term of 3 years through December 31, 2024; and
2. Authorize the City Manager or her designee to execute the First Amendment to Agreement A-7699 with TruePoint Solutions, LLC, including making minimal and/or non-substantive changes.

BACKGROUND

In an effort to streamline and improve the City's ability to process, review, and track online permit applications and payments, the City released a Request for Proposal (RFP) in February 2021 to solicit proposals for a Land Use, Plan Review, Permitting and Inspection Tracking software system. One of the primary goals is to utilize web-based technology to improve interdepartmental collaboration, strengthen the City's business-friendly

environment, and provide an enhanced overall customer experience for those applying for permits in the City of Palmdale.

The RFP solicitation period closed in March 2021. A notice of intent to award was sent out in August 2021, and an agreement with TruePoint, LLC was entered into in December 2021. The project was kicked off in early 2022. Staff have been working with the consultants at TruePoint throughout the year to build the environment to City specifications, convert data, perform testing procedures, and update internal City procedures.

DISCUSSION

The Accela permitting system is scheduled to launch in late July 2023. Once launched, technical support will be needed to ensure a smooth transition for both applicants and City staff. In addition to technical support, the City will work with TruePoint to host a series of workshops to provide training to the public, and to assist with the application process in the new Accela system. The aforementioned support and trainings were not included as part of the initial scope of work; however, these services are essential in ensuring a smooth transition in the weeks and months following go-live. The funds being requested will cover 880 hours of technical support over the term of the agreement, through December 31, 2024. The City will only be charged for the hours it utilizes, and there are no penalties if the full $150,000 budget allocation is not used.

FISCAL IMPACT

$150,000; funds are budgeted and available. The City will only be charged for services rendered, and there are no penalties if the City does not utilize the full number of hours allotted in the agreement.

$45,000 to be transferred from account 10122001-721200 to the project account 15316001-721610. The remaining amount of $105,000 is budgeted and available in account 15316001-721610.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.
A. Seek innovative, cost-effective, customer-focused methods of service delivery.
B. Implement and administer environmentally sustainable programs.

Prepared by:	Rene Montano, IT Analyst I
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 A-7699, Amendment #1

1ST AMENDMENT TO AGREEMENT A-7699
BETWEEN THE CITY OF PALMDALE AND TRUEPOINT SOLUTIONS, LLC

This 1st Amendment to Agreement No. A-7699 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and TRUEPOINT SOLUTIONS, LLC (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on December 3, 2021 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

Implementation of Land Use, Plan Review, Permitting and Inspection Tracking System, Accela; approximately 1700 service hours.

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

Provide additional support as needed, including, but not limited to:
- 880 hours of support service
- On-site & remote support / travel expenses, if applicable

NOW THEREFORE, the parties agree as follows:

The compensation identified in Section 5 is amended to increase the total price of the Agreement by One Hundred Fifty Thousand Dollars ($150,000), not to exceed the amount of Four Hundred Fifty Thousand dollars ($450,000).

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

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

CITY OF PALMDALE:

Ronda Perez
City Manager

JS
Signed: 5/9/2023

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

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 5/10/2023

William P. Curley, III
Interim City Attorney

ATTEST:

Roxanne Faber
Acting City Clerk

TRUEPOINT SOLUTIONS, LLC:

Kent Johnson
Signed: 5/9/2023

Kent Johnson
CEO

ADDRESS FOR NOTICE:
TRUEPOINT SOLUTIONS, LLC
3262 Penryn Road, Suite 100B
Loomis, CA 95650

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

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

Record of Signing

For
Name
Title



Signed on 2023-05-09 01:04:58 GMT

Secured by Concord™
DocumentID: MjMzYmI2MjgtOW
SigningID: YWZlYTM0YzAtYj
Signing date: 5/9/2023
IP Address: 206.171.111.149
Email: jsamson@cityofpalmdale.org

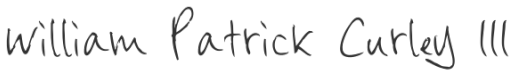
For
Name
Title



Signed on 2023-05-09 15:54:01 GMT

Secured by Concord™
DocumentID: MjMzYmI2MjgtOW
SigningID: N2MwYzI5NWMtZW
Signing date: 5/9/2023
IP Address: 72.235.20.126
Email: kjohnson@truepointsolutions.com

For
Name
Title



Signed on 2023-05-10 16:40:36 GMT

Secured by Concord™
DocumentID: MjMzYmI2MjgtOW
SigningID: NGZhY2I2NTMtMz
Signing date: 5/10/2023
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

concord™
Where agreements happen.

Signed with www.concordnow.com

City Council Staff Report

DATE: **JUNE 7, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **APPROVAL OF 36 FIREWORKS BOOTH PERMITS FOR NON-PROFIT ORGANIZATIONS**

ISSUE

Approval of 36 fireworks booth permits for non-profit organizations.

RECOMMENDATION

Staff recommends that the City Council approve 36 fireworks booth permits for non-profit organizations within Table 1.

BACKGROUND

Prior to each Fourth of July, the City processes applications to permit the sale of Safe and Sane Fireworks. Pursuant to the provisions of Palmdale Municipal Code (PMC) Section 8.04.490, all proposed fireworks booths must be operated by non-profit organizations for fundraising purposes. In order to qualify, each organization must:

- Be a non-profit organization primarily for youth, veteran, patriotic, welfare, civic betterment, or charitable purposes;
- Have its principal meeting place in the City, or draw more than 50 percent of its active members from within the incorporated City;
- Have been organized and established in the area that is within the City for at least 12 months preceding the filing; and,
- Have at least 20 members.

As specified within PMC Section 8.04.500.E, one booth is allowed for every 3,000 residents. Based upon the current population estimate of 167,398 obtained from the State of California Department of Finance, a maximum of 55 booths may be approved. As depicted within Table 1, 36 booths have been requested by qualifying non-profit organizations. As specified within PMC Section 17.98.020.E(1)(a), fireworks booths are allowed in any zone provided that the site is:

- Not residentially developed;

- 200 feet from any residential use; and,

- Not located in a very high fire hazard severity zone.

DISCUSSION

Of the 36 applications submitted for review, 31 applications are from non-profit groups renewing from last year. Five applications are from new organizations that qualify and have met the criteria referenced above.

Table 1 contains a list of the proposed booth locations and operators. The Fireworks Booth Location Map is included as Attachment 1 of this report.

TABLE 1 – PROPOSED BOOTH LOCATIONS AND OPERATORS

	Organization	Booth Location
1.	Adorable Baby's Jump Start	1301 West Rancho Vista Boulevard (in the parking lot south of Rockin' Jump Trampoline)
2.	American Indian Little League	39626 10th Street West (south of Applebee's)
3.	Antelope Valley Desert Divers, Inc.	5038 West Avenue N
4.	Antelope Valley Youth Athletics, Inc.	1123 West Rancho Vista Boulevard (10th Street West entrance)
5.	Bet-El Casa De Dios	39700 30th Street West (Marie Kerr Park)
6.	Community Development Center USA	Northeast corner of 40th Street East and Avenue S
7.	Cornerstone Apostolic Church of Antelope Valley	3053 West Rancho Vista Boulevard (El Pollo Loco parking lot)
8.	Crosswind Community Church	41337 10th Street West (church parking lot)
9.	DDE Academy, Inc.	37716 55th Street East (Domenic Massari Park)
10.	G.O. Resources, Inc.	120 West Palmdale Boulevard
11.	Great Commission Community	Dirt lot on the west side of Sierra Highway, south of Rancho Vista Boulevard
12.	Help for Heroes	37951 47th Street East
13.	Highland High School Instrumental Music Booster Club	2535 East Avenue S (Stater Bros parking lot)
14.	Iglesia Emmanuel Antelope Valley	2419 East Avenue S (east side of parking lot near 25th Street East)
15.	Kingdom Builders	440 East Palmdale Boulevard (parking lot between Vallarta and Chevron)

TABLE 1 – PROPOSED BOOTH LOCATIONS AND OPERATORS - CONTINUED

Organization		Booth Location
16.	Kiwanis Club of Palmdale	1803 East Palmdale Boulevard (Vallarta parking lot)
17.	Knight High School Wrestling Team Booster Club	5100 East Avenue S (Yellen Park)
18.	LACOSEPA	3005 E Palmdale Boulevard
19.	Lions Club of Palmdale	2049 East Palmdale Boulevard
20.	Littlerock High School Band Boosters	4644 East Avenue S (southwest corner of Avenue S and 47th Street East)
21.	Marine Corps League, Antelope Valley Detachment 930	37218 47th Street East (Stater Bros parking lot)
22.	Next Dimension Ministries Church	SWC of Sierra Highway and Avenue S
23.	Nueva Vida En Cristo Antelope Valley	2534 East Avenue S (Del Taco parking lot)
24.	Palmdale American Legion Post NO 348	856 West Palmdale Boulevard
25.	Palmdale Chamber of Commerce	40130 10th Street West (Walmart parking lot near Dragon Garden)
26.	Palmdale Elks Lodge #2027	39940 10th Street West (Sam's Club parking lot, east of Panda Express)
27.	Palmdale Repertory Theatre	37140 47th Street East (Walmart parking lot)
28.	Palmdale Vineyard	41520 10th Street West
29.	St. Mary's Catholic Church	4343 Pearblossom Highway (dirt lot west of 45th Street East)
30.	St. Stephen's of the Valley Lutheran Church	38727 Tierra Subida Avenue (Albertson's parking lot)
31.	The Highland Gridiron Booster Club	266 East Palmdale Boulevard
32.	The Palmdale Aerospace Academy PTSO	3875 West Rancho Vista Boulevard (Neighborhood Walmart parking lot)
33.	US Naval Sea Cadets Corps	39212 10th Street West (parking lot near O'Reilly Auto Parts)
34.	Victory Outreach	37419 25th Street East
35.	Water of Life of Antelope Valley, Inc.	39522 10th Street West (parking lot south of Sharky's Woodfired Mexican Grill)
36.	Word of Life Outreach Ministries, Inc.	5645 East Avenue T (dirt lot north of Avenue T)

FISCAL IMPACT

The fiscal impact to the City's General Fund will be $32,708.74 in revenue consisting of $903.54 for each of the 31 renewing organizations and $939.80 each for the five new organizations. The fee includes $518 per organization for fireworks enforcement. In addition, proceeds from fireworks sales will benefit charitable and non-profit organizations within the community.

STRATEGIC PLAN

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

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

Prepared by:	Leslie Andrews, Business License Coordinator
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

ATTACHMENT:

1. Fireworks Booth Location Map

Vendor Locations

	Community Development Center USA
1	NE Corner of 40th Street East and Avenue S
	3023-007-014
	US Naval Sea Cadets
2	39212 10th Street West (east side of O'Reilly Auto Parts in the parking lot)
	3003-085-022
	Littlerock High School Band
3	4644 E Avenue S (SW Corner of Avenue S and 47th Street East)
	3052-001-038
	The Highland Gridiron Booster Club
4	266 E Palmdale Blvd (north side of parking lot)
	3009-005-016
	Cornerstone Apostolic Church
5	3053 W Rancho Vista Blvd (in parking lot northwest of El Pollo Loco)
	3001-097-007
	Iglesia Emmanuel AV
6	2419 E Avenue S (NWC of Avenue S and 25th Street East)
	3019-015-014
	Palmdale American Legion Post No. 348
7	856 West Palmdale Boulevard
	3004-004-004
	DDE Academy
8	37716 55th Street East (Dominic Massari Park)
	3023-024-905
	Kiwanis Club of Palmdale
9	1803 E Palmdale Blvd (in parking lot south of Vallarta Market)
	3015-023-037
	Knight High School Wrestling Boosters
10	5100 E Avenue S (Yellen Park)
	3051-015-905
	Palmdale Aerospace Academy PTSO
11	3875 W Rancho Vista Blvd (east side of Neighborhood WalMart parking lot)
	3001-089-084
	Palmdale Chamber of Commerce
12	40130 10th St West (north side of WalMart parking lot near Dragon Garden)
	3005-049-002
	Palmdale Elks Lodge #2027
13	39940 10th Street West
	3005-048-001
	Palmdale Repertory
14	37140 47th St East (north side of Walmart parking lot)
	3051-046-025
	Palmdale Vineyard
15	41520 10th Street West
	3128-016-040
	Victory Outreach
16	37419 25th Street East (parking lot)
	3019-014-032
	Adorable Baby's Jump Start
17	1301 W Rancho Vista Blvd (south of Rockin' Jump Trampoline in parking lot)
	3005-038-097
	American Indian Little League
18	39626 10th St West (west side of parking lot south of Applebee's)
	3005-004-077
	Antelope Valley Desert Divers
19	5038 W Avenue N (north side of parking lot)
	3001-138-002
	Antelope Valley Youth Athletics
20	1123 W Rancho Vista Blvd (east side of parking at the 10th St West entrance)
	3005-038-008
	Bet-el Casa de Dios
21	39700 30th St West (Marie Kerr Park)
	3001-026-900
	Crosswind Community Church
22	41337 10th St West (east side of church parking lot)
	3111-022-001
	G.O. Resources
23	120 W Palmdale Blvd
	3009-026-004
	Great Commission Community Solutions
24	(Dirt lot on west side of Sierra Highway, south of Rancho Vista Boulevard)
	3006-004-012
	Highland HS Instrumental Music
25	2535 E Avenue S (south side of Stater Bros parking lot)
	3019-016-056
	Kingdom Builders
26	440 East Palmdale Boulevard
	3009-006-049
	LACOSEPA
27	3005 E Palmdale Blvd
	3021-029-069
	Marine Corp League
28	37218 47th Street East (west side of Stater Bros parking lot)
	3023-085-020
	Next Dimension Ministries
29	SWC of Sierra Highway and Avenue S
	3053-005-013
	Nueva Vida En Cristo De Dios
30	2534 E Avenue S (north side of Del Taco parking lot)
	3053-041-436
	Palmdale Lions Club
31	2049 E Palmdale Blvd (south side of parking lot)
	3018-013-006
	St Mary's Catholic Church
32	4343 E Pearblossom Hwy (dirt lot west of 45th St East)
	3052-079-004
	St Stephen's Lutheran Church
33	38727 Tierra Subida Ave (parking lot east of Albertson's)
	3004-033-011
	Water of Life of AV
34	39522 10th Street West (parking lot south of Sharky's)
	3003-001-048
	Word of Life Outreach
35	5645 E Avenue T (dirt lot north side of Avenue T)
	3051-020-011
	Help for Heroes
36	37951 47th Street East
	3023-040-063

DISCLAIMER: CONFIDENTIALITY NOTICE.

THE CITY OF PALMDALE HAS MADE EVERY EFFORT TO ENSURE THAT THIS MAP IS CORRECT; NEVERTHELESS, SOME INFORMATION MAY NOT BE ENTIRELY ACCURATE.

THE CITY OF PALMDALE ASSUMES NO LIABILITY FOR DAMAGES THAT MAY ARISE FROM THE USE OF INFORMATION RETRIEVED FROM THIS MAP. THE MAP AND ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANT-ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PUBLIC SHOULD NOT MAKE BUSINESS OR PERSONAL DECISIONS BASED ON THE MAP BEFORE VALIDATING DATA WITH THE CITY OF PALMDALE OR OTHER LOCAL, COUNTY, STATE OR FEDERAL AGENCIES.

PALMDALE
a place to call home

City of Palmdale Fireworks Vendors (2023)

N W E S

★ Fireworks Booth Location

City of Palmdale

LACO: Unincorporated LA County Pocket

0 0.5 1 2 3 4 Miles

Data Source: Copyright 2022. All rights reserved. The City of Palmdale owns and licenses geographic data from a variety of sources. The information contained herein is the proprietary property of the following owners supplied under license and may not be reproduced except as licensed by those owners: City of Palmdale, Los Angeles County Assessor's Office, Environmental Systems Research Institute (ESRI) Data & Maps, United States Geological Survey (USGS), California Department of Forestry and Fire Protection (FRAP) & Tele Atlas (courtesy of the Southern California Association of Governments (SCAG)).

OFFICE OF THE ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

Safe and Sane Fireworks 2023

Presented by Leslie Andrews, Business License Coordinator

Requirements to Operate a Fireworks Booth - PMC 8.04.490

1. Must be a non-profit organization;

2. Have its principal meeting place in the City, or draw more than 50 percent of its active members from within the incorporated City;

3. Have been organized and established in the area that is within the City for at least 12 months preceding the filing; and

4. Have at least 20 members.

How many booths are allowed?
PMC 8.04.500.E

- One booth is allowed for every 3,000 residents.
- Current population estimate 167,398 (State of California Department of Finance).
- Maximum of 55 booths may be approved.

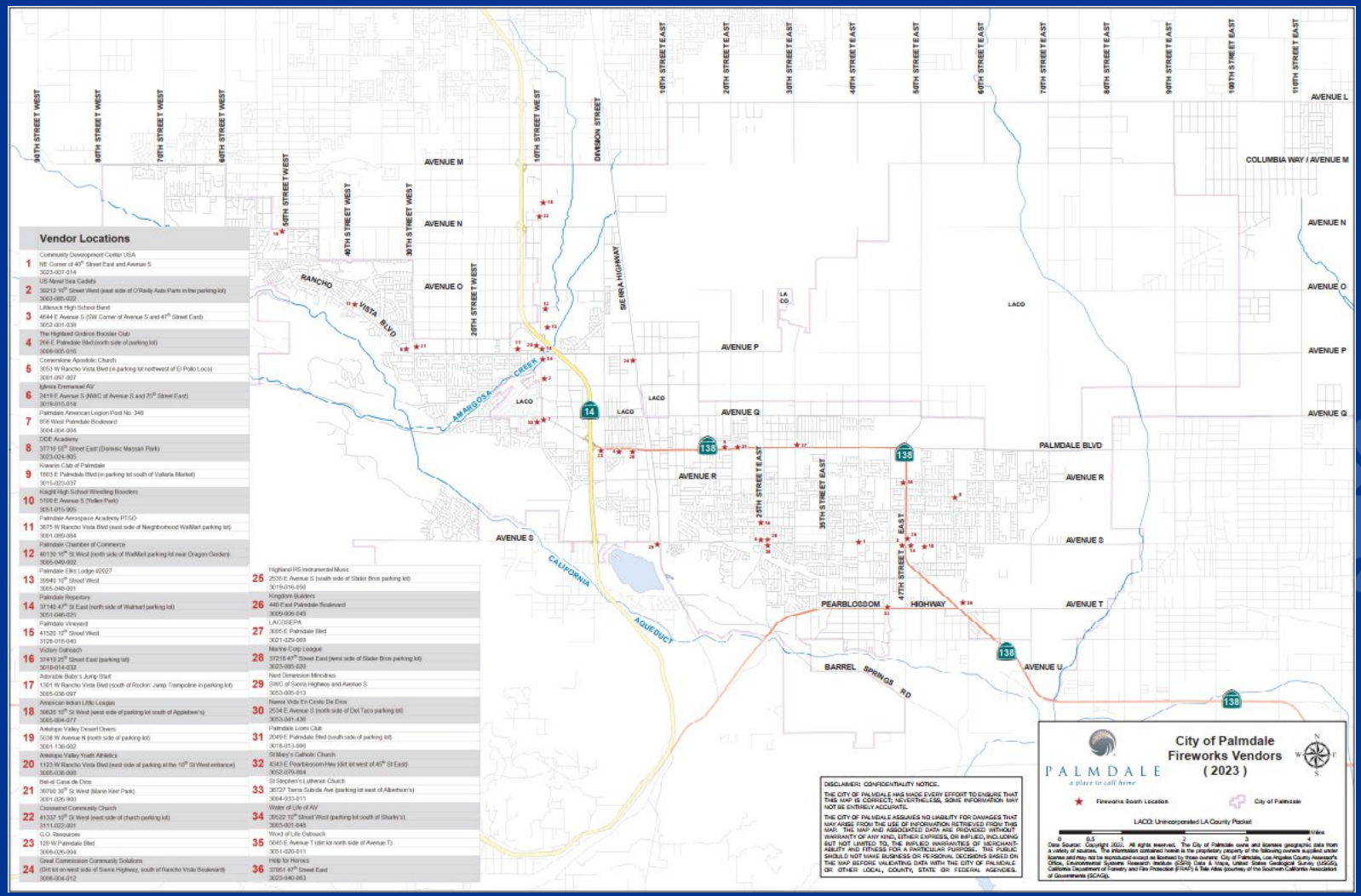
36 fireworks booths have been requested by qualifying non-profit organizations for 2023

- 36 applications submitted for review
- 31 applications are renewals from last year
- 5 applications are new qualifying organizations

Reviewing Applications – all organizations must have the following items to qualify:

- ✓ Fireworks Permit Application
- ✓ Entity Status Letter – Franchise Tax Board
- ✓ Roster of group members
- ✓ Seller's Permit
- ✓ FW-1 Form – Report of disbursements; itemization of where the net proceeds for the prior year's sales were spent.

Aerial Map of Firework Booths for 2023



Know the difference between Safe and Sane and illegal fireworks

- Safe and Sane usually means they do not fly or explode.





- Illegal fireworks are any fireworks that do not bear the California Fire Marshal "Safe and Sane“ designation. Any firework that shoots up in the air or explodes is illegal anywhere in the City of Palmdale.

- More than half of the money collected from permits goes to enforcement of illegal fireworks.

City Council Staff Report

DATE: **JUNE 7, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS**
ENGINEERING DIVISION

DISTRICT: **1 AND 2**

SUBJECT: **ADOPT RESOLUTION NO. CC 2023-026, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF INTENTION TO CONTINUE ASSESSMENTS FOR FISCAL YEAR 2023/2024, PRELIMINARILY APPROVING THE ANNUAL ENGINEER'S REPORT AND PROVIDING FOR NOTICE OF HEARING FOR THE CITY OF PALMDALE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1 AND NO. 2006-02**

ISSUE

Adopt Resolution No. CC 2023-026, a Resolution of the City Council of the City of Palmdale of intention to continue assessments for Fiscal Year 2023/2024, preliminarily approving the annual Engineer's Report and providing for notice of hearing for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02.

RECOMMENDATION

Staff recommends the City Council adopt Resolution No. CC 2023-026 providing intention to continue assessments, to preliminarily approve the annual Engineer's Report, and to provide notice of the annual public hearing for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02.

BACKGROUND

The Anaverde (Drainage Benefit Assessment District No. 1, formed in 2004), and Ritter Ranch (Drainage Benefit Assessment District No. 2006-02, formed in 2007) developments required the formation of a drainage benefit assessment district as a condition of approval in order to provide the funds to maintain the drainage facilities for the developments. As a result, the formation of the Drainage Benefit Assessment Districts No. 1, and No. 2006-02 were approved by the property owners on May 12, 2004 and January 3, 2007, respectively, pursuant to mailed ballot elections conducted in accordance with Article XIIID of the California Constitution.

The purpose of the Drainage Benefit Assessment Districts is to fund the installation, construction or maintenance of any authorized improvements under the Benefit Assessment Act of 1982 (California Government Code Section 54703 et seq.), including, but not limited to, drainage improvements and any facilities which are appurtenant to

any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof.

DISCUSSION

On May 3, 2023, the City Council took the first step to continue assessing the levies for Fiscal Year 2023/2024 by adopting Resolution No. CC 2023-024, which directed NBS, as the Engineer of Work, to prepare the annual Engineer's Report for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02 for Fiscal Year 2023/2024.

This Resolution No. CC 2023-026 is the second step which provides intention to continue the assessments for Fiscal Year 2023/2024, preliminarily approves the annual Engineer's Report prepared by NBS, and establishes the date, time, and place of a public hearing to receive testimony regarding the continued assessments to be placed on LA County tax rolls.

The third and final step will be the public hearing regarding the final approval of the annual Engineer's Report and the ordering of the levies for Fiscal Year 2023/2024 that will be held by the City Council on July 12, 2023.

The annual Engineer's Report contains information required by the Benefit Assessment Act of 1982 and Article XIIIC and XIIID of the California Constitution (Proposition 218) determining the special benefit to property owners within the Drainage Benefit Assessment Districts No. 1 and No. 2006-02, identifying the methodology for assigning assessments to each parcel, and estimating the cost for improvements. The annual Engineer's Report establishes the important foundation and justification for the continued collection of the assessments for Fiscal Year 2023/2024.

FISCAL IMPACT

The annual Engineer's Report indicates the proposed assessments for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02 and is included as an attachment.

Based on the annual CPI increase of 5.10%, the total proposed assessments for both Districts for Fiscal Year is $146,102.39.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community viability.

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, 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 2023-026
2. Fiscal Year 2023/24 Engineer's Report For: Drainage Benefit Assessment Districts

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF INTENTION TO CONTINUE ASSESSMENTS FOR FISCAL YEAR 2023/2024, PRELIMINARILY APPROVING THE ANNUAL ENGINEER'S REPORT AND PROVIDING FOR NOTICE OF HEARING FOR THE CITY OF PALMDALE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1 AND NO. 2006-02

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

WHEREAS, NBS has been designated as Engineer of Work for purposes of these proceedings (the "Engineer of Work") and ordered to prepare an Engineer's Report in accordance with Act and Article XIIID of the California Constitution; and

WHEREAS, the Engineer of Work has filed an Engineer's Report (the "Report") with the City Clerk, copies of which have been submitted to this City Council, which Report contains the following: (a) a calculation of the portion of the improvements to be provided by the Districts that constitute a special benefit to the parcels in the Districts; (b) a methodology for assigning assessments to individual parcels; (c) a listing of each lot or parcel of property that would be subject to the proposed assessment, including public parcels; (d) the estimate of cost for the improvements; and (e) the amount of the proposed assessment for each lot or parcel for the Fiscal Year 2023/2024.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. It is the intention of this City Council to continue to levy and collect assessments within the Districts for Fiscal Year 2023/2024.

SECTION 3. The Report, in the form on file with the City Clerk, is hereby received, filed, and preliminarily approved.

SECTION 4. The proposed improvements to be made in the Districts may be briefly described as follows: the installation, construction or maintenance of any authorized improvements under the Act, including, but not limited to, drainage improvements and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof.

SECTION 5. The general location and boundaries of the existing Districts are shown on maps on file in the office of the Director of Public Works, are incorporated herein by reference, and are open to public inspection. The designation of the Districts is as follows: Drainage Benefit Assessment District No. 1 and Drainage Benefit Assessment District No. 2006-02.

SECTION 6. Reference is hereby made to the Report for a full and detailed description of the improvements, the boundaries of the Districts and the assessments upon assessable lots and parcels of land within the Districts.

SECTION 7. The assessments are subject to an annual adjustment tied to the annual change in the Consumer Price Index for the Los Angeles Area as of February of each succeeding year ("CPI"). The change in the CPI from February 2022 to February 2023 was 5.10%, therefore, the maximum authorized assessment rates for Fiscal Year 2023/2024 are the previous year maximum authorized assessment rate for each District increased by 5.10%. The amount of the assessments proposed does not exceed the authorized amount.

SECTION 8. A public hearing regarding the proposed assessments for the Districts shall be held by the City Council on July 12, 2023 at 5:00 p.m. or as soon thereafter as the matter may be heard in the City Council Chambers located at 38300 Sierra Highway, Suite B, Palmdale, California.

SECTION 9. The City Clerk is hereby authorized and directed to cause a notice of the hearing for the continuation of the assessments for the Districts to be given by publishing a notice once, at least fourteen (14) days prior to the date of the hearing above specified, in a newspaper circulated in the Districts.

SECTION 10. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 7th day of June, 2023.

Approved as to form:

_____
William P. Curley, III
Interim City Attorney

_____
Laura Bettencourt, Mayor

ATTEST:

_____
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 7th day of June, 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____ _____
Rochelle Scott, Acting City Clerk

CITY OF PALMDALE

Fiscal Year 2023/24 Engineer's Report For:

Drainage Benefit Assessment Districts

May 2023

Prepared by:

NBS
helping communities fund tomorrow
nbsgov.com

Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

TABLE OF CONTENTS

1. Engineer's Letter 1

2. Introduction 2

2.1 Background 2

2.2 Process for Annual Assessment 2

2.3 Legislative Context 3

3. Plans and Specifications 6

4. Estimate of Costs 7

5. Method of Apportionment 9

5.1 Special Benefit 9

5.2 General Versus Special Benefit 10

5.3 Quantification General Benefit 10

5.4 Method of Assessment 11

5.5 Cost of Living Inflator 12

5.6 Fiscal Year 2023/24 Maximum Assessment 13

5.7 Duration of Assessment 13

5.8 Appeals and Public Hearing 13

6. Assessment Diagram 14

7. Assessment Roll 15

1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Palmdale (the "City"), State of California, under the Benefit Assessment Act of 1982 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Drainage Benefit Assessment District No. 1 and No. 2006-02 (the "Districts") for Fiscal Year 2023/24, in accordance with Article 4 of Chapter 6.4 of the Act and Article XIII D of the California Constitution. The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2023/24, the diagram for the Districts, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the Districts in proportion to the special benefit received.

NOW THEREFORE, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the Districts in proportion to the special benefit received.

District	Parcels	EDUs per District[(1)]	FY 2023/24 Assessment Amount	Proposed Assessment Rate per EDU	Maximum Assessment Rate Per EDU
DBAD No. 1	1,417	1,417.00	$73,372.26	$51.78	$51.78
DBAD No. 2006-02	44	6,841.99	72,730.13	10.63	54.82
Totals:	**1,461**	**8,258.99**	**$146,102.39**		

(1) Equivalent Dwelling Unit. See "Method of Assessment" for explanation of EDU apportionment.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Palmdale at the time of each District formation.

_____

John G. Egan, P. E.
Assessment Engineer

2. INTRODUCTION

2.1 Background

The City provides maintenance and servicing of certain publicly owned stormwater detention and drainage basins throughout the City. In order to fund the maintenance of these projects and improvements, the City has formed two Drainage Benefit Assessment Districts covering an area of approximately 6,600 acres and approximately 1,470 parcels. The Districts have been formed and the levies have been made pursuant to Section 54703 et seq. of the California Government Code, commonly known as the Benefit Assessment Act of 1982, and Article XIII D of the California Constitution (the "Article XIII D").

Drainage Benefit Assessment District No. 1 ("DBAD No. 1") (Anaverde Master Planned Community Avenue S at Approximately 20th Street West) is located within the Anaverde Master Planned Community at Avenue S and approximately 20th Street West. Drainage Benefit Assessment District No. 2006-02 ("DBAD No. 2006-02") (Ritter Ranch Master Planned Community, Phase I through phase V, South of Elizabeth Lake Road at Approximately 40th Street West) is located within the Ritter Ranch Master Planned Community along Elizabeth Lake Road and west of the Anaverde Community.

Drainage Benefit Districts

District	Tract/Parcel Map	Land Use	General Location
DBAD No. 1	Anaverde	Residential	20th Street West and Avenue S
DBAD No. 2006-02	Ritter Ranch	Residential/ Commercial	Elizabeth Lake Road and Ranch Center Drive

The Districts were formed in previous years; DBAD No. 1 was formed in 2004 and DBAD No. 2006-02 was formed in 2007. The developments required the formation of a drainage benefit assessment district as a condition of approval in order to provide the funds to maintain the drainage facilities for the developments. As a result, the formation of the Districts was approved by the property owners (on May 12, 2004 and January 3, 2007, respectively) pursuant to mailed ballot elections conducted in accordance with the Act and Article XIII D.

2.2 Process for Annual Assessment

In each subsequent year for which the assessment will be continued, the City Council may direct an Engineer's Report to be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Districts.

The City Council may also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.

- Refers to the assessment district by its distinctive designation and indicates the general location of the district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the resolution of intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the assessment.

2.3 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments[1]:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

[1] *California Constitution Article XIII D Section 4.*

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011) (*Golden Hills*)[2] clarified this concept by stating, "*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits*."

The Court of Appeal in *Beutz v. County of Riverside* (2010) (*Beutz*)[3] quoted from the Legislative Analyst's Office pamphlet titled "Understanding Proposition 218" which states an agency must, "*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of 'general benefit.' This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*"

The Court in *Beutz* furthered this idea stating, "*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits*."

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) (*SVTA*)[4] clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real property located in the district or to the public at large. The "public at large" includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) (*Tiburon)*[5], the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, "*Proportionate special benefit is the basis upon which a project's total assessable costs are apportioned among parcels within an assessment district.*"

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, "*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property*."

[2] *Golden Hill Neighborhood Assn. v. City of San Diego CA4/1, D062203 (Cal. Ct. App. 2013)*
[3] *Beutz v. County of Riverside, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)*
[4] *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority, 44 Cal. 4th 431 (2008).*
[5] *Bonander v. Town of Tiburon, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)*

PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, "*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.*" Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017) *(Manteca)*[6] clarified this issue by stating, *"section 4, subdivision (a) of article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.*"

IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, "*Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.*"

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *"may be a legally justifiable approach to measuring and apportioning special benefits,* [but] *it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits, however, it must be both defensible and consistently applied*."

[6] *Manteca Unified School District v. Reclamation District No. 17 et al, C077906 (Cal. Ct. App. 2017)*

3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the Districts defined in the Method of Assessment herein. Consistent with the Act, the improvements are generally described as follows:

Article XIII D of the California Constitution defines "maintenance and operation expenses" as, "the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care and supervision necessary to properly operate and maintain a permanent public improvement" (hereafter referred to as the “improvements”). The Districts funding includes, but is not limited to, the removal, repair, replacement and appurtenances, electrical energy, supplies, engineering and incidental costs relating to the maintenance and operation of the drainage improvements benefiting Districts parcels.

The improvements for DBAD No. 1 consist of five drainage basins (DB) located just outside of DBAD No. 1 along the southern boundary of DBAD No. 1, DB No. 1 (0.5 acres), DB No. 2 (0.5 acres), DB No. 5 (10.0 acres), DB No. 6 (3.0 acres), and DB No. 7 (4.0 acres). There is also one drainage basin located on the northern side of the California Aqueduct, DB No. 9 (15.0 acres).

The improvements for DBAD No. 2006-02 consist of 126,658 cubic feet of drainage basin/storm water improvements which are detailed in the Ritter Ranch Specific Plan on file with the City.

Plans and Specifications for the improvements of the Districts are voluminous and are not bound in this Engineer’s Report but by this reference are incorporated and made a part of this Engineer’s Report. The Plans and Specifications are on file in the office of the Director of Public Works where they are available for public inspection.[7]

[7] *As detailed in the Annual Engineer’s Report, City of Palmdale, Drainage Benefit Assessment Districts, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

4. ESTIMATE OF COSTS

The Fiscal Year 2023/24 estimated costs of maintenance and servicing the improvements as described in the Plans and Specifications are summarized below. The full itemized budget for the Districts is voluminous and is not bound in this Engineer's Report but by reference is incorporated and made a part of this Engineer's Report. The itemized budget is on file in the Department of Public Works, where it is available for public inspection. The tables below show the budget summary for each District.

Drainage Benefit Assessment District No. 1 Budget	
Description	**Proposed FY 2023/24 Costs**
Direct Maintenance Costs	$53,557.46
Other Costs	19,814.80
Estimated Expenditures	$73,372.26
Fiscal Year 2023/24 Net Amount to be Assessed	**$73,372.26**
Total Equivalent Dwelling Units (EDUs)	1,417.00
Total Parcels	1,417
Total Cost Per EDU	$51.78
Maximum Rate per EDU	$51.78

Drainage Benefit Assessment District No. 2006-02 Budget	
Description	**Proposed FY 2023/24 Costs**
Direct Maintenance Costs	$53,093.00
Other Costs	19,637.13
Estimated Expenditures	$72,730.13
Fiscal Year 2023/24 Net Amount to be Assessed	**$72,730.13**
Total Equivalent Dwelling Units (EDUs)	6,841.99
Total Parcels	44
Total Cost Per EDU	$10.63
Maximum Rate per EDU	$54.82

The following cost descriptions apply to the budget[8]:

DIRECT COSTS

Maintenance Costs. Labor, Material, and Equipment - Includes all labor, material, and equipment required to properly maintain and service the drainage structures, and appurtenant facilities within the district, including the maintenance and servicing of fencing, and drainage facilities. All improvements within the district will be maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required.

Utilities. Gas and Electric - The furnishing of electricity and gas required for the operation of the drainage structures, and appurtenant facilities such as pumps.

Renovation. Repairs, which are unforeseen and not normally included in the yearly maintenance cost. This may include repair of damage due to vandalism, storms, and frost. Planned upgrades of the improvements that provide a direct benefit to the district could also be included in renovation costs.

OTHER COSTS

Personnel/Overhead. The cost of City staff for providing the coordination for maintenance and servicing, responding to public concerns, and levying and collecting assessments. This includes reimbursement for time spent by Finance and Accounting, the City Attorney, the City Manager, and the Public Works staff.

Consultants. The cost of contracting with professionals to provide services specific to the levy and annual administration.

Professional Fees. These are the costs of contracting with professionals for annual certification of all irrigation back flow devices, and for professionals to provide any additional administrative or engineering services specific to the district such as the cost to prepare and mail notices of the public meeting and hearing, or preparation of assessment diagrams.

County Administration Fees. The costs charged by the County to place the assessments on the property tax rolls.

[8] *As detailed in the Annual Engineer's Report, City of Palmdale, Drainage Benefit Assessment Districts, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits to be derived from the installation, maintenance and servicing of the improvements throughout each District, as well as a description of the assessment methodology used to apportion the total assessment to properties within each District. ***Previous annual Engineer's Reports were prepared by a different engineer of record and specific language from the prior year Engineer's Report[9] has been referenced to describe the Method of Apportionment within the following section of this report.***[10]

The Districts consist of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this report and the parcels identified by the Assessor Parcel Numbers listed with the included levy roll. The parcel list includes all privately and publicly owned parcels with the boundaries. The method used for apportioning the assessment is based on the proportional special benefits to be derived by the properties in the Districts over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

5.1 Special Benefit

The improvements are expected to confer certain special benefits to parcels within each District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described as follows:

> *Each and every parcel within the Districts receives a particular and distinct benefit from the improvements over and above general benefits conferred by the improvements.*
>
> *First, all of the improvements were conditions of approval for the creation or development of the parcels. In order to create or develop the parcels, the City of Palmdale required the developer to install and guarantee the maintenance of storm water control structures and appurtenant facilities to serve the parcels. Therefore, each and every parcel within the Districts could not have been developed in the absence of the installation and promised maintenance of these facilities.*
>
> *In addition, the improvements continue to confer a particular and distinct special benefit upon parcels within the Districts because of the nature of the improvements. The proper maintenance of storm water control and appurtenant facilities specially benefit parcels within the Districts by alleviating excess water during periods of rain. This allows individual parcels to be used to their fullest extent. All of the above- mentioned improvements contribute to a specific enhancement of each of the parcels within the Districts.*

[9] *Annual Engineer's Report, City of Palmdale, Drainage Benefit Assessment Districts, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020 ("Prior Engineer's Report").*

[10] *Method of Apportionment and subsections as detailed in the Annual Engineer's Report, City of Palmdale, Drainage Benefit Assessment Districts, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

5.2 General Versus Special Benefit

General benefit is an overall and similar benefit to the public at large resulting from the improvements to be maintained by the assessments levied. Within the Prior Engineer's Report, the Engineer found that while the overwhelming majority of the benefit was special, there was a small amount of general benefit. Specific language describing the relationship and proportion of Special Benefit versus General Benefit from the Prior Engineer's Report has been included below:

> *In addition to the special benefits received by the parcels within the Districts, there are incidental general benefits conferred by the improvements.*
>
> *The total benefits are thus a combination of the special benefits to the parcels within the Districts and the general benefits to the public at large and to adjacent property owners. The portion of the total drainage maintenance costs, which are associated with general benefits, will not be assessed to the parcels in the Districts, but will be paid from other City Funds.*
>
> *Because the drainage facilities are located immediately adjacent to properties within the Districts and are maintained solely for the benefit of the properties within the Districts, any benefit received by properties outside of the Districts is merely incidental. It is estimated that the general benefit portion of the benefit received from the improvements for the Districts are less than one (1) percent of the total benefit. Nonetheless, the City has agreed to ensure that no property is assessed in excess of the reasonable cost of the proportional special benefit conferred on that property.*

5.3 Quantification General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

The maintenance and servicing of these improvements is also partially funded, directly and indirectly from other sources including the City of Palmdale, Los Angeles County, and the State of California. This funding comes in the form of grants, development fees, special programs, and general funds, as well as direct maintenance and servicing of facilities (e.g. curbs, gutters, streets, drainage systems, etc.). The funding from other sources more than compensates for general benefits, if any, received by the properties within the Districts.

STEP 1 – CALCULATE GENERAL BENEFIT

The general benefits from this assessment may be quantified as illustrated in the following table.

Calculation of General Benefit[(1)]

Benefit Factor	Relative Weight	General Benefit Contribution	Relative General Benefit
Increased safety from flood control	10	25%	2.5
Creation of individual lots for development or approval of building permits	90	0%	0
	100		2.5
	Total Calculated General Benefit =		**2.5%**

(1) Per the Prior Engineer's Report.

As a result, the City will contribute at least 2.5% of the total budget from sources other than the assessment. The following contribution offsets any general benefits from the assessment services.

STEP 2 – CALCULATE THE CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

Pursuant to the Prior Engineer's Report, this general benefit contribution is the sum of the following components:

The City owns, maintains, rehabilitates and replaces curb and gutter along the border of the Districts' improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the improvements. The contribution from the City towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 1%.

The City owns and maintains a storm drainage system along the border of the Districts' improvements. This system serves to prevent flooding and associated damage to the improvements and manage urban runoff including local pollutants loading from the improvements. The contribution from the City towards general benefit from the maintenance and operation of the local storm drainage system is conservatively estimated to be 1%.

The City owns and maintains local public streets along the border of the Districts' improvements. These public streets provide access to the improvements for its enjoyment as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 1%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs and is conservatively estimated to contribute 25%.

Therefore, the total general benefit is conservatively quantified at 2.5% which is more than offset by the total non-assessment contribution towards general benefit of 28%.

5.4 Method of Assessment

The development of an assessment methodology requires apportioning benefit to determine the relative special benefit for each property. (As part of the transition between assessment engineers in 2010/2011, the existing methodology was reviewed and confirmed, and fundamentally maintained with some minor updates.) The precise language from the Prior Engineer's Report has been provided below:

> *The Districts assessments are based on land use so that property owners are assessed in proportion to the benefits received. The land uses defined below are descriptive of the parcels expected to exist in the Districts. In the event there is a question regarding the land use designation of any parcel in the Districts the Director of Public Works will be responsible for administratively assigning one of the land uses listed below.*

- *Residential* — *Single family residential parcels*
- *Condo* — *Condominium or town home parcels*
- *Non-Res* — *Non-residential parcels*
- *Exempt* — *Parcels exempt by law from the assessment, or those parcels that do not benefit from the improvements*

For DBAD No.1, in a single-family residential district, all the parcels in the Districts receive the same special benefit from the improvements due to their similarity in size and use and their similar proximity to the improvements. Therefore, each parcel is assessed an equal amount.

Storm drain improvements intercept storm runoff from the properties and convey the runoff through the area in a controlled manner providing flood protection. To properly serve development in the Districts the developers were required to provide storm water retention/detention basins within their projects.

Since storm runoff is a function of area the special benefit shall be apportioned to the respective developed lots or parcels in the Districts on a gross acreage basis net of arterial and collector streets. Within a residential tract, once the improvements have been allocated based on acreage as described above, it will be apportioned further based on the number of similar lots or parcels or multi-family units such that each lot or parcel or unit is assessed an equal amount. Within non-residential developments, the improvement costs shall be apportioned based on net parcel area.

Parcels in the Districts will be assigned a weighting factor known as an equivalent dwelling unit (EDU). This method is used to relate dissimilar land uses such as non-residential and residential. Single family residential parcels are assigned an EDU of 1.0. The total number of EDUs in a District is divided into the total balance to levy for the district. This establishes the levy per EDU (rate). The rate is then multiplied by the parcel's individual number of EDUs to establish the parcel's levy amount.

The following table shows the EDU factors for each parcel type in the Districts.

Property Type	***Factor***	***Basis***
Developed/Vacant Residential	*1.00*	*Parcel*
Developed/Vacant Multi-Family	*1.00*	*Unit*
Developed/Vacant Non-Residential	*6.00*	*Acre*

5.5 Cost of Living Inflator

Annually, the assessment rates for the Districts may be increased, based upon the Consumer Price Index, All Urban Consumers, for the Los Angeles-Long Beach-Anaheim Area ("CPI"), as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor. The Assessment Engineer shall compute the percentage difference between the CPI for February of each year and the CPI for the previous February and shall then adjust the existing assessment rates by an amount not to exceed such percentage for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the

preparation of such index, the Assessment Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living. [11]

The annual calendar year percentage change in the CPI applicable to the Fiscal Year 2023/24 assessment is 5.10%, based on the increase of the February 2022 to February 2023 CPI of 5.10%.

5.6 Fiscal Year 2023/24 Maximum Assessment

The maximum authorized assessment rate for Fiscal Year 2023/24 is increased by 5.10% which equates to $51.78 per EDU for DBAD No. 1 and $54.82 per EDU for DBAD No. 2006-02. Each District's budget, provided in the Estimate of Costs section of this Engineer's Report, proposes assessments for Fiscal Year 2023/24 at the rate of $51.78 per EDU for DBAD No. 1, which is equal to the maximum authorized assessment rate, and $10.63 per EDU for DBAD No. 2006-02 which is less than the maximum authorized assessment rate.

5.7 Duration of Assessment

DBAD No. 1 was formed in 2004 and DBAD No. 2006-02 was formed in 2007. It is proposed that the assessments be continued every year thereafter, so long as the drainage improvements need to be maintained and improved, and the City requires funding from the assessments for these improvements in each District. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

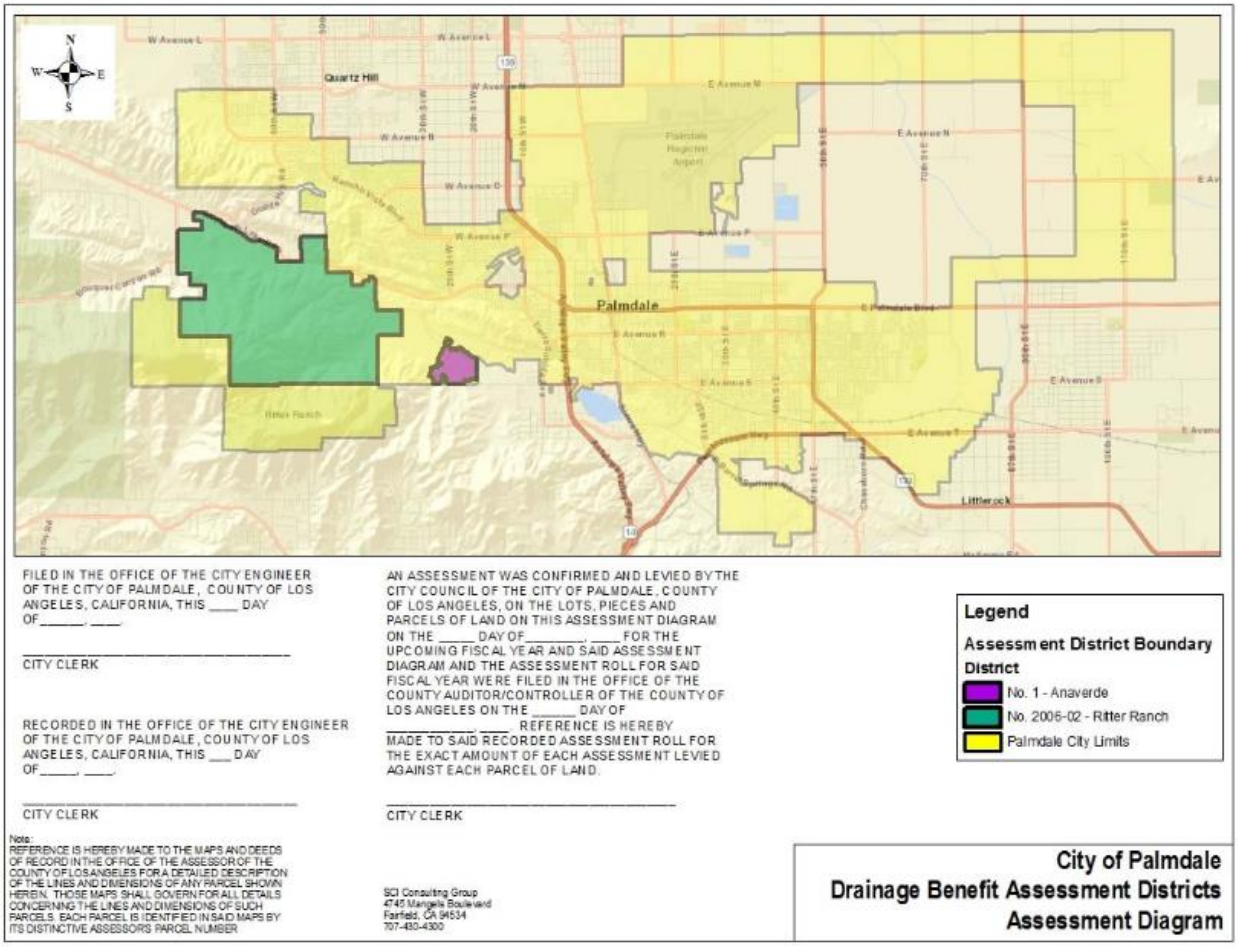
5.8 Appeals and Public Hearing

Any property owner who feels that the assessment levied on the subject property is in error, as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City of Palmdale Public Works Department. Any such appeal is limited to correction of an assessment during the then current fiscal year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City of Palmdale Public Works Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the Public Works Engineer of the City of Palmdale or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Engineer or her or his designee shall be referred to the Director of Public Works of the City of Palmdale, and the decision of the Director of Public Works of the City of Palmdale shall be final.

[11] *As detailed in the Annual Engineer's Report, City of Palmdale, Drainage Benefit Assessment Districts, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

6. ASSESSMENT DIAGRAM

The boundaries of the Districts are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Engineer's Report was prepared, and are incorporated by reference herein and made part of this Engineer's Report.



7. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2023/24, along with the assessment amounts, is on file in the office of the City Clerk and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

The following table summarizes the Fiscal Year 2023/24 assessments for the Districts.

District	Parcels	EDUs per District	FY 2023/24 Maximum Assessment Rate Per EDU	FY 2023/24 Assessment Rate Per EDU	FY 2023/24 Assessment Amount
DBAD No. 1	1,417	1,417.00	$51.78	$51.78	$73,372.26
DBAD No. 2006-02	44	6,841.99	54.82	10.63	72,730.13
Totals:	**1,461**	**8,258.99**			**$146,102.39**

City Council Staff Report

DATE: **JUNE 7, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS**
ENGINEERING DIVISON

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2023-027, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF INTENTION TO CONTINUE ASSESSMENTS FOR FISCAL YEAR 2023/2024, PRELIMINARILY APPROVING THE ANNUAL ENGINEER'S REPORTS AND PROVIDING FOR NOTICE OF HEARING FOR THE CITY OF PALMDALE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS, PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT, AND STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS**

ISSUE

Adopt Resolution No. CC 2023-027, a Resolution of the City Council of the City of Palmdale of intention to continue assessments for Fiscal Year 2023/2024, preliminarily approving the annual Engineer's Reports and providing for notice of hearing for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.

RECOMMENDATION

Staff recommends the City Council adopt Resolution No. CC 2023-027 providing intention to continue assessments, to preliminarily approve the annual Engineer's Reports, and to provide notice of the annual public hearing for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.

BACKGROUND

The City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations (all combined and referred to as the "Districts"), were approved by property owners pursuant to several mailed ballot elections conducted in accordance with Article XIIID of the California Constitution.

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

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

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

Each year, the Landscaping and Lighting Act of 1972 requires that, in order to continue the annual levy of assessments, the Districts have a detailed annual Engineer's Report approved by the City Council.

DISCUSSION

On May 3, 2023, the City Council took the first step to continue assessing the levies for Fiscal Year 2023/2024 by adopting Resolution No. CC 2023-025, which directed NBS, the Engineer of Work, to prepare the annual Engineer's Reports for the Districts for Fiscal Year 2023/2024.

This Resolution No. CC 2023-027 is the second step which provides intention to continue the assessments for Fiscal Year 2023/2024, preliminarily approves the annual Engineer's Reports prepared by NBS, and establishes the date, time, and place of a public hearing to receive testimony regarding the continued assessments to be placed on LA County tax rolls.

The third and final step will be the public hearing regarding the final approval of the annual Engineer's Reports and the ordering of the levies for Fiscal Year 2023/2024 that will be held by the City Council on July 12, 2023.

The annual Engineer's Reports contain information required by the Landscaping and Lighting Act of 1972 and Article XIIIC and XIIID of the California Constitution (Proposition 218) determining the special benefit to property owners within each district, identifying the methodology for assigning assessments to each parcel, and estimating the cost for improvements. The annual Engineer's Reports establish the important foundation and justification for the continued collection of the assessments for Fiscal Year 2023/2024.

FISCAL IMPACT

The annual Engineer's Reports indicates the proposed assessments for the Districts and are included as attachments.

The Fiscal Year 2023/2024 annual assessment inflator for the Landscape Maintenance Assessment Districts and Annexations, may be based on February or March CPI, depending on the approved methodology when each district/annexation was formed. For the districts/annexations that are increased based on the February CPI, the maximum assessment rates are increased by 5.10%. For the districts/annexations that are increased based on the March CPI, the maximum assessment rates are increased by 3.65%. The total proposed assessment for all districts combined is $7,235,217.10.

For the Park Maintenance and Recreation Improvement District the Fiscal Year 2023/2024 assessment inflator is 3% and the total proposed assessment for the district is $3,062,198.76.

For Streetlight Maintenance Assessment Districts and Annexations, on the Fiscal Year 2023/2024 assessment inflator is 5.10% and the total proposed assessment for all districts is $4,729,998.58.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community viability.

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, 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 2023-027
2. Fiscal Year 2023/24 Combined Engineer's Report For: Landscape Maintenance Assessment Districts and Annexations
3. Fiscal Year 2023/24 Engineer's Report For: Park Maintenance and Recreation Improvement District
4. Fiscal Year 2023/24 Engineer's Report For: Streetlight Maintenance Assessment Districts and Annexations

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF INTENTION TO CONTINUE ASSESSMENTS FOR FISCAL YEAR 2023/2024, PRELIMINARILY APPROVING THE ANNUAL ENGINEER'S REPORTS AND PROVIDING FOR NOTICE OF HEARING FOR THE CITY OF PALMDALE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS, PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT, AND STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS

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

WHEREAS, NBS has been designated as Engineer of Work for purposes of these proceedings (the "Engineer of Work") and ordered to prepare the Engineer's Reports in accordance with the Act and Article XIIID of the California Constitution; and

WHEREAS, the Engineer of Work has filed the Engineer's Reports (the "Reports") with the City Clerk, copies of which have been submitted to this City Council, which Reports contain the information required by the Act, including: (a) a calculation of the portion of the services to be provided by the Districts that constitute a special benefit to the parcels in the Districts; (b) a methodology for assigning assessments to individual parcels; (c) a listing of each lot or parcel of property that would be subject to the proposed assessment, including public parcels; (d) the estimate of cost for the improvements; and (e) the amount of the proposed assessment for each lot or parcel for the Fiscal Year 2023/2024.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. It is the intention of this City Council to continue to levy and collect assessments within the Districts for Fiscal Year 2023/2024.

SECTION 3. The Reports, in the form on file with the City Clerk, are hereby received, filed and preliminarily approved.

SECTION 4. The proposed improvements to be made in the Landscape Assessment Districts may be briefly described as follows: the installation, maintenance and servicing of ornamental structures, landscaping, including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems, drainage devices and drywells located in public places within the boundaries of the Districts. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of the ornamental structures, landscaping and appurtenant facilities, including repair, removal, or replacement of all or part of any of the ornamental structures, landscaping or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, and treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electricity for the lighting and operation of the ornamental structures, landscaping, and appurtenant facilities, water for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures, landscaping, and appurtenant facilities.

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

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

SECTION 5. The general location and boundaries of the existing Districts are shown on maps on file in the office of the Director of Public Works, are incorporated herein by reference, and are open to public inspection.

The designation of the Landscape Assessment Districts is as follows:

District Nos. 1997-1, 2, 6, 7, 9, 10, 13, 14, 17, 19, 20, 23, 24, 24-1, 24-2, 24-3, 24-5, 25, 26, 28, 29, 31, 33, 35, 36, 41, 43, 46, 48, 49, 51, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 69, 70, 72, 73, 75, 76, 78, 80, 83, 84, 85, 86, 87, 88, 89, 93, 94, 96, 97, 98, 99, 100, 102, 105, 107, 110, 111, 114, 115, 116, 119, 120, 121, 122, 123, 125, 126, 127, 128, 129, 131, 133, 135, 136, 139, 140, 143, 144, 145, 146, 148, 151, 152, 153, 154, 156, 157, 160, 163, 165. 167, 168, 171, 175, 176, 177, 178, 179, 183, 188, 189, 190, 191, 192, 193, 195, 199, 203, 204, 206, 207, 213, 216, 220, 224;

District Nos. 1998-5, 11, 12, 15, 16, 21, 22, 30, 32, 37, 39, 40, 42, 52, 56, 68, 77, 92, 103, 109, 112, 137, 212, 214;

District Nos. 1999-106, 113, 138, 150, 182, 201, 202, 222, 233, 234;

District Nos. 2000-24-6, 44, 82, 219, 235;

District Nos. 2001-236, 237, 238;

District Nos. 2002-141, 239, 240, 242, 243, 244, 251, 252, 253, 254, 255, 256;

District Nos. 2003-197, 245, 246, 259, 260;

District Nos. 2004-180, 221, 241, 247, 248, 257, 261, 262, 264, 265, 266, 267, 268, 271, 272, 274, 276, 277, 900;

District Nos. 2005-159, 184, 217, 256-01, 263, 272-01, 273, 275, 278, 279, 281, 282, 283, 286, 287, 289, 292, 293, 296, 299;

District Nos. 2006-173, 272-02, 292-01, 294, 295, 297, 298, 301, 302, 314, 315, 901;

District Nos. 2007-304, 312, 313, 316, 318, 319, 320;

District Nos. 2014-321 and 322;

The designation of the Park District is as follows: Park Maintenance and Recreation Improvement District;

The designation of the Streetlight Assessment Districts is as follows:

District No. 1, located throughout the City includes Annexation Nos. 001; 003 through 007; 009; 011; 013 through 080; 082 through 092; 095 through 097; 099 through 111; 113 through 117; 119 through 132; 134 through 137; 139 through 141, 144 through 152, 154, 186 and 203.

District No. 2, located in the Anaverde Master Planned Community consists of 2 annexations, 800 and 801.

District No. 3, located in the Master Planned Community of Ritter Ranch consists of one annexation, 900.

District No. 4, located throughout the City includes Annexation Nos. 155 through 170, 172 through 175, 178, 180, 184, and 193.

District No. 5, located throughout the City, includes one district, No. 91616, which was previously covered under the Los Angeles County Lighting Maintenance District No. 1616. LA County administered the streetlights assessments and managed the streetlights improvements up to Fiscal Year 2013/2014. Starting on Fiscal Year 2014/2015 the City of Palmdale took over these functions from the County.

SECTION 6. Reference is hereby made to the Reports for a full and detailed description of the improvements, the boundaries of the Districts and the assessments upon assessable lots and parcels of land within the Districts.

SECTION 7. The assessments for the Landscape Assessment Districts are subject to an annual adjustment tied to the annual change in the Consumer Price Index ("CPI") for the Los Angeles Area as of February or March of each succeeding year. The change in the CPI from February 2022 to February 2023 was 5.10%. The change in the CPI from March 2022 to March 2023 was 3.65%. Therefore, for Fiscal Year 2023/2024, the maximum authorized assessment rates which are based on the February CPI are the previous year maximum authorized assessment rate for each District increased by 5.10% and the maximum authorized assessment rates which are based on the February CPI, are the previous year maximum authorized assessment rate for each District increased by 3.65%. The amount of the assessment proposed does not exceed the authorized amount.

The assessment for the Park District is subject to an annual adjustment tied to the annual change in the CPI for the Los Angeles Area as of January of each

succeeding year, with the maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of (a) 3% or (b) the change in the CPI plus any Unused CPI as described above. The change in the CPI from January 2022 to January 2023 was 5.77%. Therefore, the maximum authorized assessment rate for Fiscal Year 2023/2024 is increased by 3%. The amount of the assessment proposed does not exceed the authorized amount.

The assessments for the Streetlight Assessment Districts are subject to an annual adjustment tied to the annual change in the CPI for the Los Angeles Area as of February of each succeeding year. The change in the CPI from February 2022 to February 2023 was 5.10%, therefore, for Fiscal Year 2023/2024, the maximum authorized assessment rates are the previous year maximum authorized assessment rate for each District increased by 5.1%. District No. 1, Annexation Nos. 186 and 203, include a maximum annual adjustment not to exceed 3%; therefore, the maximum authorized assessment rates for Fiscal Year 2023/2024 is increased by 3%. The amount of the assessment proposed for all Streetlight Assessment Districts does not exceed the authorized amount.

SECTION 8. A public hearing concerning the proposed assessments for the Districts shall be held by the City Council on July 12, 2023 at 5:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers located at 38300 Sierra Highway, Suite B, Palmdale, California, in accordance with Chapter 3, Section 22626 of the Act.

SECTION 9. The City Clerk is hereby authorized and directed to cause a notice of the hearing for the continuation of the assessments for the Districts to be given by publishing a notice once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the Districts.

SECTION 10. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 7th day of June, 2023.

Approved as to form:

_____
William P. Curley, III
Interim City Attorney

_____
Laura Bettencourt, Mayor

ATTEST:

_____
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 7th day of June, 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____ _____
Rochelle Scott, Acting City Clerk

CITY OF PALMDALE

Fiscal Year 2023/24 Combined Engineer's Report For:

Landscape Maintenance Assessment Districts and Annexations

May 2023

Prepared by:

NBS
helping communities fund tomorrow

nbsgov.com

Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

TABLE OF CONTENTS

1. Engineer's Letter 1

2. Introduction 2

2.1 Background 2

2.2 Assessment District Inventory 2

2.3 District Changes 3

2.4 Process for Annual Assessment 5

2.5 Legislative Context 6

3. Plans and Specifications 8

4. Estimate of Costs 9

5. Method of Apportionment 11

5.1 Special Benefit 11

5.2 Quantification of General Benefit 12

5.3 Method of Assessment 14

5.4 Cost of Living Inflator 14

5.5 Fiscal Year 2023/24 Maximum Assessment Rates 18

5.6 Duration of Assessment 18

5.7 Appeals and Interpretation 18

6. Assessment Diagram 19

7. Landscape Maintenance Districts Area Maintained 20

8. Assessment Roll 25

1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Palmdale (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Combined Annual Engineer's Report for the Landscape Maintenance Assessment Districts and Annexations (the "Assessment Districts" or "Districts") for Fiscal Year 2023/24, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2023/24, the diagram for the Assessment Districts, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the Assessment Districts in proportion to the special benefit received.

NOW THEREFORE, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the Assessment Districts in proportion to the special benefit received.

District	Parcel Count(1)	Total EDUs(2)	Proposed FY 2023/24 Assessment Amount
Landscape Maintenance Assessment Districts and Annexations(3)	29,420	27,616.10	$7,235,217.10

(1) Includes parcels levied and active parcels not yet subject to the assessment.
(2) Includes only EDUs for districts which are levied in Fiscal Year 2023/24.
(3) A list of the Assessment Districts and annexations containing the total proposed Fiscal Year 2023/24 assessments, the number of parcels assessed and assessment rate are detailed in Section 8 of this Engineer's Report.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Palmdale at the time of each District formation.

_____

John G. Egan, P. E.
Assessment Engineer

2. INTRODUCTION

2.1 Background

The City provides maintenance and servicing of certain publicly owned landscaped areas and detention basins throughout the City. In order to fund the maintenance of these landscaping projects and improvements, the City has formed 251 Landscape Maintenance Assessment Districts and Annexations with approximately 29,000 parcels. The Assessment Districts have been formed and the assessment levies have been made pursuant to Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Landscape and Lighting Act of 1972, and Article XIII D of the California Constitution (the "Article XIII D").

2.2 Assessment District Inventory

Currently there are 251 existing Assessment Districts covering approximately 29,000 parcels. The City currently maintains landscape for only 235 Assessment Districts, encompassing about 26,800 parcels, and over 217 acres of landscaping located throughout the City. Although some Assessment Districts have been formed, the local improvements have not yet been installed and the City has not taken over the maintenance of their landscaping. Most of the Assessment Districts are comprised of residential parcels, both single-family and multi-family, with the exception of a few commercial developments.[1]

A complete list of the Assessment Districts including the number of parcels and the area of landscaping maintained is included in Sections 7 and 8 of this Engineer's Report. In addition to the existing 251 Assessment Districts, there are several developments throughout the City that were covered under the original district, prior to 1996, and are not included within the existing 251 Assessment Districts. The developments and reason for their exclusion are as follows:

- There are 20 developments within the City that were originally maintained by the City. These 20 developments failed to receive voter approval in 1996 and, therefore, are no longer maintained by the City;
- There are 23 developments within the City, which have no landscaping improvements and are, therefore, not maintained by the City; and
- There are 10 developments within the City, which have been combined with other developments when the Assessment Districts were approved.

This Engineer's Report covers the 251 existing Assessment Districts. New or pending Assessment Districts that will be approved after May 2023 will be presented to the City Council under separate reports.

The designation of the existing Assessment Districts is as follows:

Assessment District Nos. 1997-1, 2, 6, 7, 9, 10, 13, 14, 17, 19, 20, 23, 24, 24-1, 24-2, 24-3, 24-5, 25, 26, 28, 29, 31, 33, 35, 36, 41, 43, 46, 48, 49, 51, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 69, 70, 72, 73, 75, 76, 78, 80, 83, 84, 85, 86, 87, 88, 89, 93, 94, 96, 97, 98, 99, 100, 102, 105, 107, 110, 111, 114, 115, 116, 119, 120, 121, 122, 123, 125, 126, 127, 128, 129, 131, 133, 135, 136, 139, 140, 143, 144, 145, 146, 148, 151, 152, 153,

[1] *As detailed in the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessment Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

154, 156, 157, 160, 163, 165. 167, 168, 171, 175, 176, 177, 178, 179, 183, 188, 189, 190, 191, 192, 193, 195, 199, 203, 204, 206, 207, 213, 216, 220, and 224;

Assessment District Nos. 1998-5, 11, 12, 15, 16, 21, 22, 30, 32, 37, 39, 40, 42, 52, 56, 68, 77, 92, 103, 109, 112, 137, 212, and 214;

Assessment District Nos. 1999-106, 113, 138, 150, 182, 201, 202, 222, 233, and 234;

Assessment District Nos. 2000-24-6, 44, 82, 219, and 235;

Assessment District Nos. 2001-236, 237, and 238;

Assessment District Nos. 2002-141, 239, 240, 242, 243, 244, 251, 252, 253, 254, 255, and 256;

Assessment District Nos. 2003-197, 245, 246, 259, and 260;

Assessment District Nos. 2004-180, 221, 241, 247, 248, 257, 261, 262, 264, 265, 266, 267, 268, 271, 272, 274, 276, 277, and 900;

Assessment District Nos. 2005-159, 184, 217, 256-01, 263, 272-01, 273, 275, 278, 279, 281, 282, 283, 286, 287, 289, 292, 293, 296, and 299;

Assessment District Nos. 2006-173, 272-02, 292-01, 294, 295, 297, 298, 301, 302, 314, 315, and 901;

Assessment District Nos. 2007-304, 312, 313, 316, 318, 319, and 320;

Assessment District Nos. 2014-321 and 2014-322; and

Assessment District Nos. 2020-290 and 2020-324. For details of the assessments, refer to the annexation Engineer's Report approved on January 12, 2022 and the amended on May 4, 2022 for Assessment District No. 2020-290. Refer to the annexation Engineer's Report approved on November 3, 2021 for Assessment District No. 2020-324.

2.3 District Changes

The following information highlights certain Assessment Districts that have had modifications from their original formation or require individual budgetary attention.[2]

Annexation 97-24-5B is assessed under Annexation 97-24-5.

Beginning with Fiscal Year 2001/02, the landscaping within Assessment District No. 140, located on the southeast corner of 60th Street West and Avenue N-4, is maintained by Assessment District No. 140's homeowner's association (HOA). For Fiscal Year 2001/02, Assessment District No. 140's assessment was lowered to $40 per parcel. Therefore, Assessment District No. 140's annual assessments only include administrative costs to provide compliance monitoring for maintenance standards and quality.

Beginning with Fiscal Year 2006/07, the landscaping within Assessment District No. 251, located south of Avenue N on the west side of 50th Street West and Assessment District No. 2004-900, will be maintained by each Assessment District's respective HOA. For Fiscal Year 2009/10, Assessment District No. 251's assessment rate was lowered to $47.46 per parcel. Therefore, Assessment District No. 251's annual

[2] *As detailed in the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessment Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

assessments only include administrative costs to provide compliance monitoring for maintenance standards and quality.

The following Assessment Districts are commercial developments and the assessments are calculated based on acreage (see the Method of Assessment section of this Engineer's Report):

1. Assessment District No. 152, located between Avenue O-8 and Avenue P, east of 15th Street West and west of the Antelope Valley Freeway;
2. Assessment District No. 154, located on the northwest corner of Avenue N and 10th Street West; and
3. Assessment District No. 195, located on the northeast corner of Avenue Q and 5th Street West.

Assessment District No. 80 is a mobile home district that is located on Rancho Vista Boulevard and approximately Avenue N-8. The assessments are calculated based on acreage (see the Method of Assessment section of this Engineer's Report).

Beginning with Fiscal Year 2001/02, Assessment District Nos. 115 and 192 received a decrease in their per parcel assessment. This was due to the removal of drainage facilities and the elimination of the maintenance associated with those facilities.

Beginning Fiscal Year 2006/07, for Assessment District No. 256, Annexation No. 01, there was one additional parcel added to the southeast corner of Tract No. 52490. This parcel was added at the request of the property owner.

Beginning with Fiscal Year 2008/09, in Assessment District No. 268 only developed parcels will be assessed in Phase 1 and 2 and a portion of Phases 3, 4, and 5. Only a portion of the landscape improvements were installed and accepted for maintenance.

All parcels included within Assessment District Nos. 292 and 292-01 are combined and identified under Assessment District No. 292. Beginning with Fiscal Year 2009/10, the assessments for Assessment District Nos. 292 and 292-01 has been amended to $539.88. Assessment District No. 292 is to have no assessment for either the multipurpose trail along 70th Street West or the offsite flood control basin at the southwest corner of 65th Street West and Avenue M.

For Fiscal Year 2009/10 Assessment District No. 297 was credited $20,419.71 and no further assessments were levied. No landscape improvements were constructed and Tentative Tract Map 61610, for which Assessment District No. 297 was formed, has expired and no property entitlement exists on the property anymore.

Beginning with Fiscal Year 2011/12, Assessment District No. 900 shall not be levied an assessment as the City does not maintain the local improvements.

Assessment District No. 2004-277 has been dissolved as of April 6, 2016. The HOA will undertake the maintenance of all improvements and services beginning Fiscal Year 2016/17.

In Fiscal Year 2021/22 the City did not assess Assessment District Nos. 2006-173, 2006-302, 2007-312, 2007-313, 2007-316, 2007-318, 2007-319, 2007-320, 2014-321, and 2006-901 because the landscaping has not been completed or accepted for maintenance. For Fiscal Year 2023/24, these Assessment Districts will receive a credit towards their assessment resulting in a zero assessment.

The annexation Engineer's Report was approved for Assessment District No. 2020-290 on January 12, 2022 and a reduction of the rate was subsequently approved with the Amended Engineer's Report on May 4, 2022.

2.4 Process for Annual Assessment

As required by the procedures specified in the Act, an Engineer's Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The City Council must also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicates the general location of the assessment district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the resolution of intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the assessment. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

2.5 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments[3]:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011) (*Golden Hills*)[4] clarified this concept by stating, "*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits*."

The Court of Appeal in *Beutz v. County of Riverside* (2010) (*Beutz*)[5] quoted from the Legislative Analyst's Office pamphlet titled "Understanding Proposition 218" which states an agency must, "*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of 'general benefit.' This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*"

The Court in *Beutz* furthered this idea stating, "*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits*."

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) (*SVTA*)[6] clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real

[3] *California Constitution Article XIII D Section 4.*
[4] *Golden Hill Neighborhood Assn. v. City of San Diego CA4/1, D062203 (Cal. Ct. App. 2013)*
[5] *Beutz v. County of Riverside, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)*
[6] *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority, 44 Cal. 4th 431 (2008).*

property located in the district or to the public at large. The "public at large" includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) (*Tiburon)*[7], the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, "*Proportionate special benefit is the basis upon which a project's total assessable costs are apportioned among parcels within an assessment district.*"

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, "*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property*."

PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, "*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.*" Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017) *(Manteca)*[8] clarified this issue by stating, *"section 4, subdivision (a) of article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.*"

IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, "*Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.*"

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *"may be a legally justifiable approach to measuring and apportioning special benefits,* [but] *it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits, however, it must be both defensible and consistently applied*."

[7] *Bonander v. Town of Tiburon, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)*
[8] *Manteca Unified School District v. Reclamation District No. 17 et al, C077906 (Cal. Ct. App. 2017)*

3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the Assessment Districts defined in the Method of Assessment herein. Consistent with the Act, the improvements are generally described as follows:

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

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including: repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

“Servicing” means the furnishing of electricity for the lighting and operation of any ornamental structures, landscaping, and appurtenant facilities; water for the irrigation and control of the landscaping, and the maintenance of any of the ornamental structures, landscaping and appurtenant facilities.

Improvements: Article XIII D of the California Constitution defines "maintenance and operation expenses" as "the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care and supervision necessary to properly operate and maintain a permanent public improvement" (hereinafter referred to as the "improvements"). The Assessment District's funding includes, but is not limited to, the removal, repair, replacement and appurtenances, electrical energy, supplies, engineering and incidental costs relating to the maintenance and operation of the landscape improvements benefiting the Assessment Districts’ parcels.[9]

Plans and Specifications for the improvements for the Assessment Districts are voluminous and are not bound in this report but by this reference are incorporated and made a part of this Engineer’s Report. The Plans and Specifications are on file in the office of the Director of Public Works where they are available for public inspection.

[9] *As detailed in the Annual Engineer’s Report, City of Palmdale, Landscape Maintenance Assessment Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

4. ESTIMATE OF COSTS

The Fiscal Year 2023/24 estimated costs of maintenance and servicing the improvements as described in the Plans and Specifications of this Engineer's Report are summarized below. The full itemized budget for the Assessment Districts is voluminous and is not bound in this Engineer's Report but by reference is incorporated and made a part of this Engineer's Report. The itemized budget is on file in the Department of Public Works, where it is available for public inspection. The tables below show the budget summary for the Assessment Districts.

Combined Landscape Maintenance Assessment District Budget Fund and Budget Summary, Fiscal Year 2023/24	
Description	**Proposed FY 2023/24 Costs**
Direct Maintenance Costs	$6,635,460
Utility Costs	1,091,500
Other Costs	1,604,800
Estimated Expenditures	**$9,331,760**
Contributions from Other Sources (1)	(2,096,543)
Fiscal Year 2023/24 Net Amount to be Assessed	**$7,235,217**

(1) Includes City general fund contributions, developer contributions, and other sources.

A list of the Assessment Districts containing the Fiscal Year 2023/24 assessment, number of parcels proposed to be assessed, and the assessment rate per EDU is included in Section 8 of this Engineer's Report.

The following cost descriptions apply to the budget:

DIRECT MAINTENANCE COSTS

Maintenance Costs. Labor, Material, and Equipment - Includes labor, material, and equipment required to properly maintain and service the ornamental structures, landscaping, and appurtenant facilities within the Assessment Districts, including the maintenance and servicing of drywells, fencing, entry monuments, and drainage facilities. Improvements within the Assessment Districts will be maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required; but generally, the operations will occur weekly.

Renovation. Repairs that are unforeseen and not normally included in the yearly maintenance cost. This may include repair of damage due to vandalism, storms, and frost. Planned upgrades of the improvements that provide a direct benefit to the Assessment Districts could also be included in renovation costs. Examples of upgrades are replacing plant materials and/or renovating irrigation systems.[10]

[10] *Costs descriptions from the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessments Districts and Annexations, Fiscal year 2020/21 dated April 2020.*

UTILITY COSTS

Water. The furnishing of water required for the irrigation of the landscaping and the maintenance of the ornamental structures and appurtenant facilities.

Gas and Electric. The furnishing of electricity and gas required for the operation of the ornamental structures, landscaping and appurtenant facilities.

OTHER COSTS

Personnel/Overhead. The cost of City staff for providing the coordination for maintenance and servicing, responding to public concerns, and levying and collecting assessments. This includes reimbursement for time spent by Finance and Accounting, the City Attorney, the City Manager, and the Public Works staff.

Consultants. The cost of contracting with professionals to provide services specific to the levy and annual administration.

Professional Fees. These are the costs of contracting with professionals for annual certification of irrigation backflow devices and for professionals to provide any additional administrative or engineering services specific to the Assessment Districts, such as the cost to prepare and mail notices of the public hearing, or preparation of assessment diagrams.

County Administration Fees. The costs charged by the County to place the assessments on the property tax rolls.

5. METHOD OF APPORTIONMENT

The following section of includes an explanation of the benefits to be derived from the installation, maintenance and servicing of the improvements throughout each Assessment District, as well as a description of the assessment methodology used to apportion the total assessment to properties within each Assessment District (with the exception of Assessment District Nos. 2020-290 and 2020-324).

The method of apportionment and description of benefit for Assessment District No. 2020-290 is detailed in the Amended Engineer's Report approved on May 4, 2022 (including the reduction of the rate). The method of apportionment and description of benefit for Assessment District No. 2020-324 is detailed in the annexation Engineer's Report approved on November 3, 2021.

For all other Assessment Districts, previous annual Engineer's Reports were prepared by a different engineer of record and specific language from the prior year's Engineer's Report [11] ***has been referenced to describe the Method of Apportionment within the following section of this report.*** [12]

The Assessment Districts consist of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this report. Further, all assessor parcels, including all privately and publicly owned parcels, are identified by Assessor Parcel Numbers listed within the included levy roll. The method used for apportioning the assessment is based on the proportional special benefits to be derived by the properties in the Assessment Districts over and above general benefits conferred on real property or to the public at large.

The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

5.1 Special Benefit

The improvements are expected to confer certain special benefits to the parcels within each Assessment District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described as follows:

> *Each and every parcel within each Assessment District receives a particular and distinct benefit from the improvements over and above general benefits conferred by the improvements.*
>
> *First, all of the improvements were conditions of approval for the creation or development of the parcels. In order to create or develop the parcels, the City required the original developer to install, and guarantee the maintenance of, landscaping, ornamental structures, and appurtenant facilities to serve the parcels. Therefore, each*

[11] *Method of Apportionment and subsections as detailed in the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessment Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020 ("Prior Engineer's Report").*

[12] *Method of Apportionment and subsections as detailed in the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessment Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

and every parcel within the Assessment Districts could not have been developed in the absence of the installation and promised maintenance of these facilities.

In addition, the improvements continue to confer a particular and distinct special benefit upon parcels within the Assessment Districts because of the nature of the improvements. The proper maintenance of landscaping and appurtenant facilities specially benefit parcels within the Assessment Districts by moderating temperatures, providing oxygenation, attenuating noise from adjacent streets and controlling dust for those properties in close proximity to the landscaping, thereby enhancing the environmental quality of the parcels and making them more desirable. Properly maintained landscaping also deters erosion of slopes and thereby minimizes the risk of instability and the potential destruction of property within the Assessment Districts. The spraying and treating of landscaping for disease reduces the likelihood of insect infestation and other diseases spreading to landscaping located throughout the properties within the Assessment Districts. The proper maintenance of the landscaping, ornamental structures, and appurtenant facilities reduces property-related crimes (especially vandalism) against properties in the Assessment Districts through the abatement of graffiti and the screening of properties within the Assessment Districts from arterial streets.

Finally, the proper maintenance of landscaping and ornamental structures improves the attractiveness of the properties within the Assessment Districts and provides a positive visual experience each and every time a trip is made to or from the property. The above-mentioned benefits contribute to the specific enhancement of the property values of each of the parcels within the Districts.

The *SVTA* decision provides enhanced clarity to the definitions of special benefits from landscaping and parks to properties in three distinct areas: proximity, expanded or improved access, and views. The *SVTA* decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The *SVTA* decision also provides specific guidance that setback landscaping is a direct advantage and special benefit to property that is proximate to a landscaped area that is improved by an assessment:

> *The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.

5.2 Quantification of General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

The maintenance and servicing of these improvements is also partially funded, directly and indirectly from other sources including the City, Los Angeles County, and the State of California. This funding comes in the form of grants, development fees, special programs, and general funds, as well as direct maintenance and servicing of facilities (e.g. curbs, gutters, streets, drainage systems, etc.). This funding from other sources more than compensates for general benefits, if any, received by the properties within the Assessment Districts.

STEP 1 – CALCULATION OF GENERAL BENEFIT

The general benefits from this assessment may be quantified as illustrated in the following table.

Calculation of General Benefit(1)

Benefit Factor	Relative Weight	General Benefit Contribution	Relative General Benefit
Extension of landscaped area	2	10%	0.2
Proximity to improved landscaping	2	10%	0.2
Access to improved landscaped areas	2	10%	0.2
Improved views	2	10%	0.2
Creation of individual lots for development or approval of building permits	92	0%	0
	100		0.2
		Total Calculated General Benefit =	**0.8%**

(1) Per the Prior Engineer's Report.

As a result, the City will contribute at least 0.8% of the total budget from sources other than the assessment. The following contribution offsets any general benefits from the assessment services.

STEP 2 – CALCULATE THE CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

Pursuant to the Prior Engineer's Report, the overall general benefit contribution is the sum of the following components:

The City owns, maintains, rehabilitates and replaces curb and gutter along the border of the Assessment Districts' improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the improvements. The contribution from the City towards the general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 1%.

The City owns and maintains a storm drainage system along the border of the Assessment Districts' improvements. This system serves to prevent flooding and associated damage to the improvements, and manage urban runoff including local pollutants loading from the improvements. The contribution from the City towards general benefit from the maintenance, and operation of the local storm drainage system is conservatively estimated to be 1%.

The City owns and maintains local public streets along the border of the Assessment Districts' improvements. These public streets provide access to the improvements for its enjoyment as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 1%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs and is conservatively estimated to contribute 25%.

Therefore, the total general benefit is conservatively quantified at 0.8% which is more than offset by the total non-assessment contribution towards general benefit of 28%.

5.3 Method of Assessment

The development of an assessment methodology requires apportioning benefit to determine the relative special benefit for each property. The precise language from the Prior Engineer's Report is included below:

> *In the single-family residential Assessment Districts, the parcels in the Assessment Districts receive the same special benefit from the improvements due to their similarity in size and use and their similar proximity to the improvements. Therefore, each parcel is assessed an equal amount.*
>
> *In the mobile home Assessment Districts, each mobile home unit receives an equal special benefit from the improvements. However, because each parcel within such Assessment District may have a different number of mobile home units, the assessment against each parcel varies depending on the potential number of units, which may be located on the parcel. Since the potential number of units on a parcel depends on the area of the parcel, the estimated cost of the improvements in a mobile home Assessment District has been divided among the parcels within the Assessment District according to the area of each parcel in the Assessment District.*
>
> *In the commercial Assessment Districts, the special benefit to each parcel is derived not only from the benefits to the property described above, but also the enhancement of the property's value through its ability to attract clients, employees and customers to the parcel. This benefit increases according to the size of the business and the number of people using the parcel, which in turn generally correlates to the area of the parcel. Therefore, the estimated cost of the improvements in a commercial District has been divided among the parcels within the District according to the area of each parcel in the District.*
>
> *Publicly owned parcels will be assessed the same as other parcels, except for publicly owned drainage basins. The publicly owned drainage basin parcels are undeveloped and are required to remain undeveloped in order to function as drainage basins. Therefore, the parcels receive none of the special benefits described above.*

5.4 Cost of Living Inflator

Annually, the maximum assessment rates for the Assessments Districts may be increased, based upon the Consumer Price Index, All Urban Consumers, for Los Angeles-Long Beach-Anaheim Area ("CPI"), as

determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor[13]. Annually, the Assessment Engineer shall compute the percentage difference between the CPI for the most recent February or March and the CPI for the previous February or March and shall then adjust the current fiscal year maximum assessment rate by an amount not to exceed such CPI percentage change for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Assessment Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living.[14]

For Fiscal Year 2023/24, the Assessment Districts which are increased based on the increase of the February 2022 to February 2023 CPI, for All Urban Consumers in the Los Angeles-Long Beach- Anaheim Area, the maximum assessment rates are increased by 5.10%. The Assessment Districts which are increased based on the increase of the March 2022 to March 2023 CPI, for All Urban Consumers in the Los Angeles-Long Beach- Anaheim Area, the maximum assessment rates are increased by 3.65%.

The following tables show the applicable month of CPI data applied to calculate the maximum assessment rates for each of the Assessments Districts.

[13] *As detailed in the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessment Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

[14] *From the Annual Engineer's Report, City of Palmdale, Landscape Maintenance Assessments Districts and Annexations, Fiscal year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

Assessment District	CPI Month	Assessment District	CPI Month	Assessment District	CPI Month
1	March	42	March	96	March
2	March	43	March	97	March
5	March	44	March	98	March
6	March	46	March	99	March
7	March	48	March	100	March
9	March	49	March	102	March
10	March	51	March	103	March
11	March	52	March	105	March
12	March	56	March	106	March
13	March	58	March	107	March
14	March	59	March	109	March
15	March	60	March	110	March
16	March	61	March	111	March
17	March	62	March	112	March
19	March	63	March	113	March
20	March	64	March	114	March
21	March	65	March	115	March
22	March	66	March	116	March
23	March	67	March	119	March
24	March	68	March	120	March
24-1	March	69	March	121	March
24-2	March	70	March	122	March
24-3	March	72	March	123	March
24-4	March	73	March	125	March
24-5	March	75	March	126	March
24-6	March	76	March	127	March
25	March	77	March	128	March
26	March	78	March	129	March
28	March	80	March	131	March
29	March	82	March	133	March
30	March	83	March	135	March
31	March	84	March	136	March
32	March	85	March	137	March
33	March	86	March	138	March
35	March	87	March	139	March
36	March	88	March	140	March
37	March	89	March	141	February
39	March	92	March	143	March
40	March	93	March	144	March
41	March	94	March	145	March

Assessment District	CPI Month
146	March
148	March
150	March
151	March
152	March
153	March
154	March
156	March
157	March
159	February
160	March
163	March
165	March
167	March
168	March
171	March
175	March
176	March
177	March
178	March
179	March
180	February
182	March
183	March
184	February
188	March
189	March
190	March
191	March
192	March
193	March
195	March
197	February
199	March
201	March
202	March
203	March
204	March
206	March
207	March

Assessment District	CPI Month
212	March
213	March
214	March
216	March
217	February
219	February
220	March
221	February
222	March
224	March
233	March
234	March
235	February
236	February
237	February
238	February
239	February
240	March
241	February
242	February
243	March
244	February
245	February
246	February
247	February
248	February
251	February
252	February
253	February
254	February
255	February
256	February
256-01	February
257	February
259	February
260	February
261	February
262	February
263	February
264	February

Assessment District	CPI Month
265	February
266	February
267	February
268	February
271	February
272	February
272-01	February
272-02	February
273	February
274	February
275	February
276	February
278	February
279	February
281	February
282	February
283	February
286	February
287	February
289	February
290	February
292	February
292-01	February
293	February
294	February
295	February
296	February
298	February
299	February
301	February
304	February
314	February
315	February
322	February
324	February

5.5 Fiscal Year 2023/24 Maximum Assessment Rates

The Fiscal Year 2023/24 maximum assessment rates for the Assessment Districts are included in Section 8 of this Engineer's Report.

5.6 Duration of Assessment

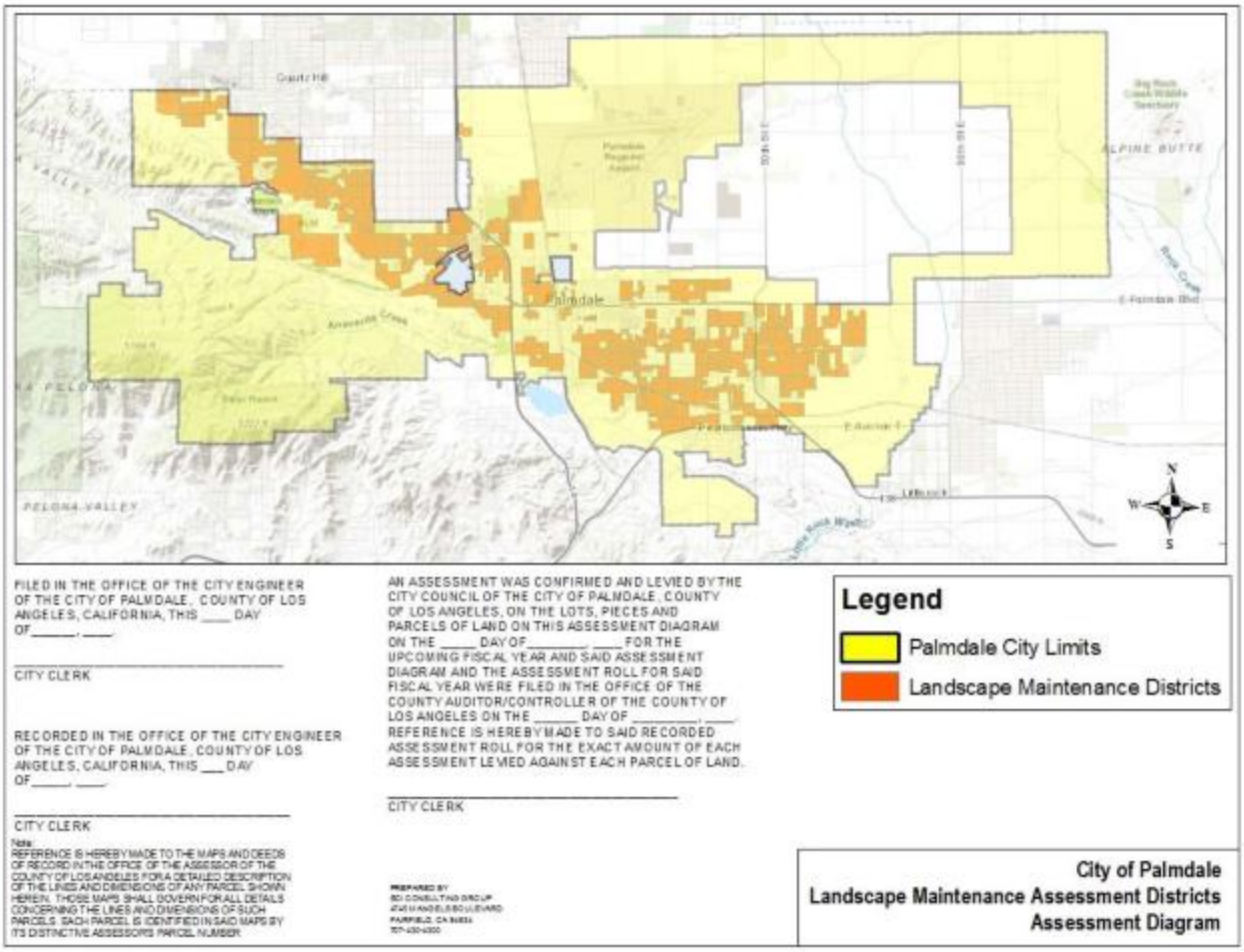
The Assessment Districts were formed or annexed in previous years. It is proposed that the assessments be continued every year after their formation or annexation, so long as the public improvements need to be maintained and improved, and the City requires funding for the improvements in each Assessment District. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

5.7 Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error, as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City of Palmdale Public Works Department. Any such appeal is limited to correction of an assessment during the then current fiscal year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City of Palmdale Public Works Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the Public Works Engineer of the City of Palmdale or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City of Palmdale Public Works Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City of Palmdale Public Works Engineer or her or his designee shall be referred to the Director of Public Works of the City of Palmdale, and the decision of the Director of Public Works of the City of Palmdale shall be final.

6. ASSESSMENT DIAGRAM

The boundaries of the Assessment Districts are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Assessment Districts are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Engineer's Report was prepared, and are incorporated by reference herein and made part of this report.



7. LANDSCAPE MAINTENANCE DISTRICTS AREA MAINTAINED

The area of landscape maintained for each Assessment District is shown in the table below.

District[(1)]	FY Formed	Tract/ Parcel Map	Land Use	General Location	Total Streetscape (SF)	Total On-Site Basin LS (SF)	Total Area (SF)
1	97/98	33574	Res	Ave R-8 and 20th St East	831	2,907	3,738
2	97/98	35571	Res	Ave S and 35th St East	60,228	0	60,228
5	98/99	31585	Res	Tierra Subida	34,959	3,850	38,809
6	97/98	42989	Res	Ave R and 30th St East	4,224	0	4,224
7	97/98	42880	Res	Ave S and 15th St East	18,762	30,270	49,032
9	97/98	42405	Res	Ave S and 30th St East	30,217	0	30,217
10	97/98	36905	Res	Ave R-8 and 35th St East	2,204	11,901	14,105
11	98/99	37748	Res	Ave S and 15th St East	125,260	44,240	169,500
12	98/99	31130	Res	Ave S and 15th St East	44,199	13,095	57,294
13	97/98	43241	Res	Ave R-8 and 20th St East	640	0	640
14	97/98	44014	Res	Ave R-8 and 50th St West	1,590	0	1,590
15	98/99	42971	Res	Ave S and 25th St East	4,770	10,961	15,731
16	98/99	43325	Res	Ave S and 35th St East	21,109	44,240	65,349
17	97/98	43665	Res	Ave S and 30th St East	635	118,412	119,047
19	97/98	42956	Res	Ave R-8 and 20th St East	11,817	11,245	23,062
20	97/98	43687	Res	Rancho Vista Blvd and 15th St West	18,019	9,738	27,757
21	98/99	43306	Res	Ave R-8 and 25th St East	9,788	0	9,788
22	98/99	43065	Res	Ave R and 50th St East	3,185	60,000	63,185
23	97/98	43826	Res	Ave S and 20th St East	22,635	21,460	44,095
24	97/98	34296	Res	Rancho Vista Bl	228,509	221,499	450,008
24-1	97/98	46139	Res	Rancho Vista Bl	54,067	0	54,067
24-2	97/98	47932	Res	Rancho Vista Bl	41,975	19,680	61,655
24-3	97/98	46138	Res	Rancho Vista Bl	53,235	0	53,235
24-4					10,343	0	10,343
24-5	97/98-00/01	46136	Res	Rancho Vista Bl	18,475	6,844	25,319
24-5B	01/02	46136	Res	Rancho Vista Bl	0	0	See 24-5
24-6	00/01	52848	Res	Rancho Vista Bl	37,767	0	37,767
25	97/98	43324	Res	Ave R-8 and 20th St East	2,000	0	2,000
26	97/98	43031	Res	Ave R-8 and 25th St East	6,418	23,840	30,258
28	97/98	44244	Res	Rancho Vista Blvd and 15th St West	2,108	10,881	12,989
29	97/98	43892	Res	Ave S and 40th St East	4,761	0	4,761
30	98/99	44045	Res	Ave R-8 and 25th St East	8,594	7,888	16,482
31	97/98	43514	Res	Ave S and 40th St East	4,848	12,685	17,533
32	98/99	43312	Res	Ave R and Division	10,124	10,410	20,534
33	97/98	44528	Res	Ave S and 15th St East	30,157	6,270	36,427
35	97/98	43887	Res	Ave S and 25th St East	959	0	959
36	97/98	43024	Res	Ave R-8 and 25th St East	1,914	3,272	5,186
37	98/99	44165	Res	Ave R-8 and 20th St East	7,963	0	7,963
39	98/99	44256	Res	Ave R and 30th East	3,257	4,320	7,577
40	98/99	44221	Res	Tierra Subida	39,065	0	39,065
41	97/98	44713	Res	Rancho Vista Blvd and 20th St West	48,694	15,105	63,799
42	98/99	43356	Res	Ave R-8 and 20th St East	11,394	0	11,394
43	97/98	44184	Res	Ave S and 30th East	26,974	13,314	40,288
44	00/01	43814/43815	Res	Tierra Subida	17,604	7,166	24,770
46	97/98	29800	Res	Ave S and 25th St East	10,680	0	10,680
48	97/98	38007	Res	Ave R and 15th St East	0	13,962	13,962
49	97/98	44220	Res	Ave S and 15th St East	4,087	7,546	11,633
51	97/98	44140	Res	Ave R and 50th St East	7,785	0	7,785
52	98/99	32702	Res	Ave S and 15th St East	24,581	43,338	67,919
56	98/99	42884	Res	Ave R-8 and 45th St East	2,587	12,600	15,187
58	97/98	44909	Res	Ave R-8 and 45th St East	1,262	6,958	8,220
59	97/98	43310	Res	Ave R and 40th St East	13,146	15,072	28,218
60	97/98	45381	Res	Ave R-8 and 45th St East	13,384	8,000	21,384

District[1]	FY Formed	Tract/ Parcel Map	Land Use	General Location	Total Streetscape (SF)	Total On-Site Basin LS (SF)	Total Area (SF)
61	97/98	43692	Res	Rancho Vista Blvd and 15th St West	19,722	26,878	46,600
62	97/98	44101	Res	Ave M-8 and 55th St West	7,794	7,050	14,844
63	97/98	42338	Res	Ave N and 60th St West	42,430	34,016	76,446
64	97/98	32799	Res	Ave S and 35th St East	0	35,900	35,900
65	97/98	44251	Res	Ave R-8 and 50th St West	19,087	36,004	55,091
66	97/98	31495	Res	Ave S and 45th St East	127,413	0	127,413
67	97/98	44892	Res	Ave R-8 and 20th St East	7,305	10,606	17,911
68	98/99	44556	Res	Ave S and 40th St East	13,471	9,600	23,071
69	97/98	44915	Res	Ave S and 40th St East	6,442	6,078	12,520
70	97/98	45143	Res	Ave O and 30th St West	13,222	69,755	82,977
72	97/98	43536	Res	Ave R-8 and 50th St East	39,410	19,714	59,124
73	97/98	43719	Res	Ave M-8 and 70th St West	39,635	13,284	52,919
75	97/98	43564	Res	Ave S and 35th St East	17,494	6,440	23,934
76	97/98	43637	Res	Ave R-8 and 45th St East	1,123	16,771	17,894
77	98/99	43636	Res	Ave R-8 and 25th St East	1,492	7,995	9,487
78	97/98	44876	Res	Ave R-8 and 5th St East	33,418	42,054	75,472
80	97/98	PM 17435	MH	Rancho Vista Blvd	18,212	22,140	40,352
82	00/01	45045	Res	Ave R-8 and 25th St East	4,254	0	4,254
83	97/98	35564	Res	Ave R and 30th East	1,802	0	1,802
84	97/98	45263	Res	Ave R and 27th St East	4,484	9,663	14,147
85	97/98	45003	Res	Rancho Vista Blvd and 30th St West	60,997	104,174	165,171
86	97/98	45073	Res	Ave R and 50th St East	1,445	4,950	6,395
87	97/98	45273	Res	Pear Blossom Hwy and 30th East	62,590	37,934	100,524
88	97/98	45069	Res	Rancho Vista Blvd and 25th St West	17,723	6,630	24,353
89	97/98	45324	Res	Ave R and 40th St East	31,065	0	31,065
92	98/99	45507	Res	Ave S and 45th St East	6,011	3,500	9,511
93	97/98	43321	Res	Ave S and 35th East	867	3,600	4,467
94	97/98	45220	Res	Ave S and 40th St East	11,899	4,800	16,699
96	97/98	44897	Res	Ave R-8 and 50th St East	4,582	4,608	9,190
97	97/98	42886	Res	Ave M-8 and 55th St West	5,473	0	5,473
98	97/98	45125	Res	Ave R and 50th St East	22,619	14,668	37,287
99	97/98	44879	Res	Rancho Vista Blvd and 30th St West	16,322	10,580	26,902
100	97/98	45716	Res	Elizabeth Lake Rd and 20th St West	5,912	8,720	14,632
102	97/98	45460	Res	Tierra Subida	6,976	15,600	22,576
103	98/99	44402	Res	SE Corner of Ave R-8 and 55 St East	28,799	31,260	60,059
105	97/98	45216	Res	Ave S and 35th St East	9,760	18,846	28,606
106	99/00	45689	Res	Ave M-8 and 60th St West	8,719	3,885	12,604
107	97/98	25429	Res	Ave M and 60th St West	19,485	0	19,485
109	98/99	44701	Res	Ave R-8 and 60th St East	4,636	11,868	16,504
110	97/98	45574	Res	Rancho Vista Blvd and 20th St West	8,804	5,700	14,504
111	97/98	32793	Res	Ave O and 40th St East	16,795	0	16,795
112	98/99	44136	Res	Ave R-8 and 60th St East	7,414	6,365	13,779
113	99/00	45276	Res	Ave R and 50th St East	8,443	7,200	15,643
114	97/98	44898	Res	Ave R and 50th St East	6,786	6,720	13,506
115	97/98	46312	Res	Ave O and 30th St West	23,488	28,710	52,198
116	97/98	45196	Res	Elizabeth Lake Rd and 15th St West	4,063	8,925	12,988
119	97/98	46077	Res	Ave N and 45th St West	47,034	67,524	114,558
120	97/98	45705	Res	Ave R-8 and 60th St East	25,312	37,015	62,327
121	97/98	45750	Res	Ave R and 50th St East	10,521	12,870	23,391
122	97/98	45382	Res	Pear Blossom Hwy and 40th East	61,466	63,691	125,157
123	97/98	44791	Res	Ave O and 30th St West	10,555	25,960	36,515
125	97/98	45497	Res	Ave R-8 and 65th St East	24,682	6,650	31,332
126	97/98	45754	Res	Ave O and 30th St West	30,159	25,520	55,679
127	97/98	46409	Res	Ave O and 30th St West	8,572	0	8,572
128	97/98	43581	Res	Ave S and 15th St East	50,584	76,640	127,224
129	97/98	46784	Res	Ave O and 30th St West	82,568	63,915	146,483
131	97/98	46430	Res	Rancho Vista Blvd and 20th St West	8,575	23,129	31,704
133	97/98	45802	Res	Ave R and 30th St East	34,977	53,300	88,277
135	97/98	46279	Res	Ave R and 45th St East	0	29,500	29,500
136	97/98	45777	Res	Ave S and 40th St East	6,732	0	6,732
137	98/99	45672	Res	Ave S and 15th St East	15,248	39,648	54,896
138	99/00	Not Available	Res	Ave R and 50th St East	8,085	21,527	29,612

District[(1)]	FY Formed	Tract/ Parcel Map	Land Use	General Location	Total Streetscape (SF)	Total On-Site Basin LS (SF)	Total Area (SF)
139	97/98	46089	Res	Ave S and 55th St East	30,669	31,500	62,169
140	97/98	43883	Res	Ave N and 55th St West	29,200	8,360	37,560
141	02/03	47115, 47116,47117, 44544	Res	SW Corner of Ave R-8 and 65th St East	57,336	6,160	63,496
143	97/98	45657	Res	Ave O and 30th St West	9,114	0	9,114
144	97/98	45911	Res	Ave R and 35th St East	8,794	7,169	15,963
145	97/98	45548	Res	Pear Blossom Hwy and 30th St East	65,816	55,590	121,406
146	97/98	46436	Res	Ave M and 60th St West	60,421	17,484	77,905
148	97/98	36720	Res	Ave S and 30th St East	1,000	0	1,000
150	99/00	42999	Res	Ave M and 60th St West	4,561	16,103	20,664
151	97/98	44476	Res	Ave R-8 and 60th St East	9,319	19,673	28,992
152	97/98	46735	Comm	Rancho Vista Blvd and 10th St West	129,149	66,360	195,509
153	97/98	45092	Res	Ave R-8 and 60th St East	23,700	13,604	37,304
154	97/98	45282	Comm	Ave N and 10th St West	24,486	22,032	46,518
156	97/98	46032	Res	Ave O and 40th St East	10,011	20,449	30,460
157	97/98	44702	Res	Ave M-8 and 55th St West	1,430	4,720	6,150
159	05/06	44543	Res	SE Corner of Russ Pl and 55 St East	4,973	5,456	10,429
160	97/98	45071	Res	Ave O and 30th St West	25,808	19,140	44,948
163	97/98	45277	Res	Ave R and 50th St East	18,460	15,750	34,210
165	97/98	45743	Res	Rancho Vista Blvd and 25th St West	5,848	10,140	15,988
167	97/98	46036	Res	Fairway Dr and Rancho Vista Blvd	3,250	0	3,250
168	97/98	46355	Res	Ave S-8 and 45th St East	6,059	23,100	29,159
171	97/98	45493	Res	Ave R-8 and 60th St East	2,935	15,991	18,926
173	06/07	47510	Res	S of Ave R, W of 55th St East	1,395	0	1,395
175	97/98	33587	Res	Rancho Vista Blvd and 20th St West	9,806	0	9,806
176	97/98	45742	Res	Rancho Vista Blvd and 25th St West	8,616	14,210	22,826
177	97/98	45364	Res	Rancho Vista Blvd and 25th St West	19,847	8,430	28,277
178	97/98	44803	Res	Ave M and 70th St West	85,202	96,276	181,478
179	97/98	46536	Res	Ave P-12 and 25th St West	98,694	46,000	144,694
180	04/05	48846/48847	Res	SW Corner of Ave S-12 and 37th St East	10,242	61,000	71,242
182	99/00	47630	Res	Ave S and 25th St East	12,232	0	12,232
183	97/98	48665	Res	Ave S and 40th St East	11,403	0	11,403
184	05/06	46454	Res	SW Corner of Elizabeth Lake Road and 15th St West	24,873	23,140	48,013
188	97/98	45411	Res	Ave S-8 and 45th St East	6,808	24,598	31,406
189	97/98	47548	Res	Ave S and 40th St East	25,013	0	25,013
190	97/98	45219	Res	Ave S and 40th St East	9,054	19,110	28,164
191	97/98	46044	Res	Ave R and 40th St East	7,977	14,620	22,597
192	97/98	47466	Res	Ave O and Division	13,440	0	13,440
193	97/98	44526	Res	Elizabeth Lake Rd and 20th St West	44,483	34,508	78,991
195	97/98	46586	Comm	Ave P-8 and 5th St West	42,924	0	42,924
197	03/04	46710	Res	Ave R-12 and 25th St East	7,886	15,840	23,726
199	97/98	46123	Res	Elizabeth Lake Rd and 15th St West	1,071	34,155	35,226
201	99/00	25842	Res	Ave R-8 and 40th St East	7,900	24,750	32,650
202	99/00	46157	Res	Ave M-8 and 60th St West	8,454	12,733	21,187
203	97/98	48254	Res	Ave S and 40th St East	13,220	13,770	26,990
204	97/98	45506	Res	Ave R-4 and 65th St East	7,499	22,880	30,379
206	97/98	46333	Res	Ave R-8 and 60th St East	17,945	24,198	42,143
207	97/98	45038	Res	Ave S and 55th St East	19,926	0	19,926
212	98/99	47629	Res	Ave S and 50th St East	15,127	4,294	19,421
213	97/98	46934	Res	Ave S-8 and 45th St East	34,700	46,212	80,912
214	98/99	49058	Res	Ave S and 45th St East	31,179	0	31,179
216	00/01	46925	Res	Division and Ave O-8	32,152	0	32,152
217	05/06	46757	Res	Palmdale Blvd, Ave R, and 65th St East	48,416	50,953	99,369
217-01		Trailer Park	Res	NW Corner of Ave R and 65th St East	0	0	0
217B	05/06	46757	Res	Palmdale Blvd, Ave R, and 65th St East	27,455	16,267	43,722
219	00/01	46910/46911/ 45291	Res	Tierra Subida	15,591	0	15,591
220	97/98	45412	Res	Pear Blossom Hwy and 45th St East	8,014	10,736	18,750
221	04/05	45218-01	Res	Railroad and 30th St East	3,522	122,306	125,828

District[(1)]	FY Formed	Tract/ Parcel Map	Land Use	General Location	Total Streetscape (SF)	Total On-Site Basin LS (SF)	Total Area (SF)
222	99/00	45217/46193/ 46194	Res	Fairfield and 35th St East	10,838	86,190	97,028
224	97/98	48672	Res	Ave S-8 and 55th St East	2,592	41,695	44,287
233	99/00	52646	Res	Division and Ave O	12,696	0	12,696
234	99/00	44826	Res	Ave R-8 and 55th St East	8,588	19,594	28,182
235	00/01	45057	Res	Ave Q and 40th St East	14,266	34,030	48,296
236	01/02	51505	Res	SE Corner of Ave P-8 and 20th St West	9,612	0	9,612
237	01/02	53069	Res	Ave N and 45th St West	12,948	12,075	25,023
238	01/02	47933	Res	Rancho Vista Blvd	20,855	0	20,855
239	02/03	47934	Res	Rancho Vista Blvd	12,051	0	12,051
240	01/02	47935	Res	Rancho Vista Blvd and Ave O-8	46,154	28,455	74,609
241	04/05	53221	Res	NW Corner of 40th St East 300 feet N of R-6	7,981	16,892	24,873
242	02/03	45573	Res	Ave P-4 and 20th St West	3,792	0	3,792
243	01/02	51980	Res	SE Corner of Avenue N and 50th St West	30,949	0	30,949
244	02/03	49016-02, 03	Res	Club Rancho Dr. and 30th St West	4,972	0	4,972
245	02/03	49016-04, 05	Res	SW Corner of Ave N-8 and 30th St West	94,926	0	94,926
246	02/03	49016-08, 09	Res	SE Corner of Ave N-8 and Bolz Ranch Rd	109,486	0	109,486
247	04/05	49016-06	Res	Rancho Vista Golf Course	20,039	0	20,039
248	04/05	49016-07	Res	Bolz Ranch Rd (golf course)	2,970	0	2,970
251	02/03	51989	Res	Ave N and 50th St West	5,536	0	5,536
252	02/03	52142-03	Res	Ave P-8 and 30th St West	24,579	0	24,579
253	02/03	52142-01, -02	Res	NW Corner of Ave P-8 and 25th St West	17,718	0	17,718
254	02/03	46394-01	Res	Rancho Vista Blvd and Ave O-8	34,997	0	34,997
255	02/03	53522	Res	NE Corner of Ave N and 55th St West	42,194	8,030	50,224
256	02/03	46602	Res	SW Corner of Ave N-8 and 55th St West	13,939	37,398	51,337
256-01	05/06	52489/52490/ 54075/53921	Res	NE Corner Ave N-8 and 55th St West	20,011	34,825	54,836
257	04/05	53608	Res	NW Corner of Ave S-12 and 30th St East	24,560	0	24,560
259	03/04	53855, 54806	Res	Ave P-8 and 20th St West	11,182	0	11,182
260	03/04	48014	Res	Ave P-8 and Summerwind	45,876	0	45,876
261	04/05	43689, 43690, 43691	Res	Rancho Vista Blvd and 11th St West	6,965	0	6,965
262	04/05	44893	Res	SE Corner of Ave S and 52nd St East	11,419	0	11,419
263	05/06	46597	Res	SW Corner of Ave S-8 and 40th St East	15,297	17,250	32,547
264	04/05	60053	Res	NW Corner of Ave R and 40th St East	20,872	21,840	42,712
265	04/05	53857	Res	NW Corner of Bolz Ranch Rd and Sawgrass Dr	16,342	0	16,342
266	04/05	54399	Res	NE Corner of Ave P-6 and 25th St West	24,844	15,900	40,744
267	04/05	53199, 54226, & 60745	Res	Avenue R, 60th East to Palmdale Blvd	70,634	51,220	121,854
268	04/05	54058-01, 02, 03, 04, & 05	Res	SE Corner of Ave P-8 and 25th St West	40,129	0	40,129
271	05/06	53869	Res	NE Corner of Ave Q-8 and Tierra Subida	12,129	26,924	39,053
272	04/05	49147-01, 02, & 03	Res	NW Corner of Ave R and 70th St East	19,558	45,797	65,355
272-01	05/06	49147-04, 05, & 06	Res	NW Corner of Ave R and 70th St East	16,494	19,182	35,676
272-02	06/07	63008	Res	NW Corner of Ave R and 70th St East	3,042	3,042	6,084
273	05/06	54339	Res	SE Corner of Ave M and 70th St West	38,624	0	38,624
274	04/05	54383	Res	Turner Dr and 25th St East	40,451	18,700	59,151
275	05/06	060162,46755	Res	Meridith Avenue and Rockie Lane	2,886	5,271	8,157
276	04/05	60128	Res	Rockie Lane, Ave R-8 to Ave S	3,057	12,103	15,160
277	04/05	52200 01 & 02	Res	W of Ave P-12 and 30th St West	394,956	167,158	562,114
278	05/06	060028, 01, & 02	Res	SE corner of Ave R and 70th St East	69,760	52,140	121,900
279	05/06	60462	Res	Bolz Ranch Rd and Homeridge Dr	6,965	0	6,965
280		53920	Res	Fort Tejon Road N of SP RailRoad (50th East)	0	0	0
281	05/06	52921	Res	SW Corner of Ave S and 60th St East	48,080	12,838	60,918
282	05/06	61699	Res	Ave S-2 and Julian Lane	3,220	0	3,220
283	05/06	61770	Res	SE Corner of Avenue S and Hillcrest Drive	8,106	0	8,106

District[(1)]	FY Formed	Tract/ Parcel Map	Land Use	General Location	Total Streetscape (SF)	Total On-Site Basin LS (SF)	Total Area (SF)
286	05/06	60954	Res	SE Corner of Palmdale Blvd and 50th St East	10,726	22,344	33,070
287	05/06	46356, 52029	Res	NE Corner of Pearblossom and 47th East	30,840	303,660	334,500
288		060008 Ph 1 & 2	Res	SW Corner of Ave S and 62nd St East	2,663,681	37,308	2,700,989
289	05/06	61660	Res	NE Corner of Ave Q-13 and 12th St East	3,655	10,664	14,319
290	22/23	54209	Res	NE Corner of Ave R and 35th St East	0	0	0
292	05/06	54301	Res	North Side of Ave M-8 between 65th and 70th West	82,547	0	82,547
292-01	06/07	60209	Res	70th and M	34,204	19,494	53,698
292-02		60431			0	0	0
293	05/06	62695	Res	South Side of Ave N-8 west of Entrar Drive	24,490	0	24,490
294	06/07	60789	Res	W side of 40th St East and both sides of Hollowglen DR	3,042	0	3,042
295	06/07	62068	Res	N of Ave S and E or Rockie Lane	10,157	41,628	51,785
296	05/06	62020	Res	North of Ave S and West of Downing Street	16,751	30,337	47,088
297	06/07	61610	Res	South of Palmdale Bl, West of 58th St East	4,190	6,770	10,960
298	06/07	61611/61981	Res	N of Ave S, E of 65th St E	35,987	24,175	60,162
299	05/06	52806	Res	Between 25th St E and 27th St E 500 ' S of Palmdale Bl	16,128	0	16,128
301	06/07	62974	Res	E of 40th St East and S of Ave Q	19,505	13,290	32,795
302	06/07	60926	Res	N or Ave R and W of 40th St East	14,372	0	14,372
304	07/08	53067	Res	S of Palmdale Blvd, W of 55th St E	14,307	14,384	28,691
305		62371			0	0	0
306		53342			0	0	0
309		61941			0	0	0
312	07/08	61045	Res	South of Palmdale Blvd and West of 52nd St East	12,934	12,181	25,115
313	07/08	62213	Res	N of Ave S-4 and W of 42nd St E	7,802	8,673	16,475
314	06/07	51224	Res	South of Spanish Broom Dr between Firethorn Ave and Waltham	17,990	72,836	90,826
315	06/07	60511	Res	S of Avenue R, E of 40th St E	12,128	0	12,128
316	06/07	49215	Res	S of Avenue S-8, W of 42nd St East	1,772	0	1,772
317		61443	Res		0	0	0
318	07/08	51451	Res	Fort Tejon RD and 47th St E south of Ave S and N of the UPRR	38,800	29,000	67,800
319	07/08	62490/66868	Res	Corner of Rancho Vista Blvd & Extension of Tilbury Dr	26,398	48,987	75,385
320	07/08	60431	Res	N of Ave M-8, W of 70th St W	85,614	99,056	184,670
321	14/15	66204	Res	North side of E Ave R-8, bw 57th St E & Segovia Way	1,917	0	1,917
322	14/15	47510	Res	SE corner of Tackstem & Ave R	1,545	0	1,545
324	22/23	73740	Res	SE corner Taintor Road & Division St	7,868	0	7,868
900	04/05	54438, 53888	Res/Comm	Ave S and Bridge Road	614,466	0	614,466
901	06/07	Ritter Ranch	Res	Elizabeth Lake Road	2,560,000	0	2,560,000
Totals:					**11,587,100**	**4,826,152**	**16,413,252**

(1) The City is not currently maintaining landscaping improvements of Assessment District Nos. 173, 277, 288, 900 and 901.

8. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2023/24, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

The following table summarizes the Fiscal Year 2023/24 assessment for the Assessment Districts.

City of Palmdale
Landscape Maintenance Assessment Districts and Annexations
Fiscal Year 2023/24 Assessment Roll Summary

Assessment District	Parcel Count (1)	EDUs per Assessment District	FY 2023/24 Assessment Amount	FY 2023/24 Proposed Assessment Rate Per EDU	FY 2023/24 Maximum Assessment Rate Per EDU (2)
1	75	75.00	$2,237.25	$29.83	$29.83
2	223	223.00	29,716.98	133.26	133.26
5	110	110.00	38,128.20	346.62	346.62
6	19	19.00	4,181.14	220.06	220.06
7	167	167.00	22,641.86	135.58	135.58
9	289	289.00	40,595.83	140.47	140.47
10	176	176.00	7,700.00	43.75	43.75
11	208	208.00	101,818.08	489.51	489.51
12	205	205.00	72,672.50	354.50	354.50
13	130	130.00	3,101.80	23.86	23.86
14	67	67.00	3,597.90	53.70	53.70
15	60	60.00	18,670.20	311.17	311.17
16	45	45.00	22,776.30	506.14	506.14
17	92	92.00	16,262.84	176.77	176.77
19	44	44.00	17,206.20	391.05	391.05
20	136	136.00	27,257.12	200.42	200.42
21	40	40.00	12,368.00	309.20	309.20
22	78	78.00	46,392.84	594.78	594.78
23	142	142.00	24,573.10	173.05	173.05
24	884	884.00	211,028.48	238.72	238.72
24-1	165	165.00	38,143.05	231.17	231.17
24-2	95	95.00	21,961.15	231.17	231.17
24-3	100	100.00	40,816.00	408.16	408.16
24-4	19	19.00	4,492.36	236.44	236.44
24-5	170	170.00	19,373.20	113.96	113.96
24-6	238	238.00	31,020.92	130.34	130.34
25	43	43.00	5,406.82	125.74	125.74
26	87	87.00	9,863.19	113.37	113.37
28	78	78.00	6,743.10	86.45	86.45
29	71	71.00	8,473.14	119.34	119.34
30	36	36.00	12,265.56	340.71	340.71
31	86	86.00	8,381.56	97.46	97.46
32	107	107.00	25,651.11	239.73	239.73
33	167	167.00	35,874.94	214.82	214.82
35	14	14.00	1,072.96	76.64	76.64
36	61	61.00	6,915.57	113.37	113.37
37	47	47.00	3,979.96	84.68	84.68
39	45	45.00	5,980.95	132.91	132.91
40	127	127.00	46,020.99	362.37	362.37
41	299	299.00	40,400.88	135.12	135.12
42	39	39.00	13,210.86	338.74	338.74

City of Palmdale
Landscape Maintenance Assessment Districts and Annexations
Fiscal Year 2023/24 Assessment Roll Summary

Assessment District	Parcel Count (1)	EDUs per Assessment District	FY 2023/24 Assessment Amount	FY 2023/24 Proposed Assessment Rate Per EDU	FY 2023/24 Maximum Assessment Rate Per EDU (2)
43	172	172.00	31,434.72	182.76	182.76
44	143	143.00	32,219.33	225.31	225.31
46	45	45.00	14,237.55	316.39	316.39
48	39	39.00	2,559.57	65.63	65.63
49	55	55.00	7,767.65	141.23	141.23
51	59	59.00	6,956.69	117.91	117.91
52	127	127.00	28,262.58	222.54	222.54
56	178	178.00	5,959.44	33.48	33.48
58	41	41.00	4,431.28	108.08	108.08
59	179	179.00	16,376.71	91.49	91.49
60	83	81.00	16,553.16	204.36	204.36
61	178	178.00	44,767.00	251.50	251.50
62	16	16.00	9,006.88	562.93	562.93
63	240	240.00	44,325.60	184.69	184.69
64	120	120.00	7,399.20	61.66	61.66
65	320	320.00	37,731.20	117.91	117.91
66	327	327.00	52,035.51	159.13	159.13
67	173	173.00	10,535.70	60.90	60.90
68	100	100.00	23,239.00	232.39	232.39
69	89	89.00	8,497.72	95.48	95.48
70	137	137.00	21,804.92	159.16	159.16
72	219	219.00	40,878.54	186.66	186.66
73	160	160.00	24,187.20	151.17	151.17
75	111	111.00	30,756.99	277.09	277.09
76	86	84.00	8,520.96	101.44	101.44
77	40	40.00	11,737.60	293.44	293.44
78	174	174.00	40,107.00	230.50	230.50
80	6	101.43	16,533.05	162.99	162.99
82	19	19.00	5,079.84	267.36	267.36
83	25	25.00	2,063.50	82.54	82.54
84	69	69.00	19,489.74	282.46	282.46
85	581	581.00	118,733.16	204.36	204.36
86	86	86.00	6,252.20	72.70	72.70
87	318	318.00	48,100.68	151.26	151.26
88	72	72.00	20,653.92	286.86	286.86
89	406	406.00	48,659.10	119.85	119.85
92	40	40.00	9,295.60	232.39	232.39
93	21	21.00	1,837.71	87.51	87.51
94	78	78.00	14,739.66	188.97	188.97
96	88	88.00	4,842.64	55.03	55.03
97	46	46.00	4,675.90	101.65	101.65

City of Palmdale
Landscape Maintenance Assessment Districts and Annexations
Fiscal Year 2023/24 Assessment Roll Summary

Assessment District	Parcel Count (1)	EDUs per Assessment District	FY 2023/24 Assessment Amount	FY 2023/24 Proposed Assessment Rate Per EDU	FY 2023/24 Maximum Assessment Rate Per EDU (2)
98	225	225.00	24,763.50	110.06	110.06
99	164	164.00	16,111.36	98.24	98.24
100	234	233.00	5,559.38	23.86	23.86
102	168	168.00	10,693.20	63.65	63.65
103	229	229.00	19,391.72	84.68	84.68
105	260	260.00	18,098.60	69.61	69.61
106	14	14.00	7,228.20	516.30	516.30
107	32	32.00	8,529.28	266.54	266.54
109	109	109.00	7,941.74	72.86	72.86
110	121	121.00	10,220.87	84.47	84.47
111	77	77.00	15,280.65	198.45	198.45
112	103	103.00	12,170.48	118.16	118.16
113	83	83.00	8,474.30	102.10	102.10
114	42	42.00	9,161.04	218.12	218.12
115	159	159.00	12,591.21	79.19	79.19
116	33	33.00	4,266.24	129.28	129.28
119	80	80.00	36,784.80	459.81	459.81
120	154	154.00	26,326.30	170.95	170.95
121	50	48.00	12,921.12	269.19	269.19
122	178	178.00	52,111.28	292.76	292.76
123	192	192.00	9,432.96	49.13	49.13
125	113	113.00	10,437.81	92.37	92.37
126	107	107.00	21,234.15	198.45	198.45
127	117	117.00	7,125.30	60.90	60.90
128	413	413.00	114,714.88	277.76	277.76
129	255	255.00	95,706.60	375.32	375.32
131	80	80.00	13,988.00	174.85	174.85
133	285	285.00	40,886.10	143.46	143.46
135	58	58.00	3,532.20	60.90	60.90
136	84	84.00	10,766.28	128.17	128.17
137	207	207.00	24,866.91	120.13	120.13
138	93	93.00	12,360.63	132.91	132.91
139	161	161.00	43,025.64	267.24	267.24
140	121	121.00	8,730.15	72.15	72.15
141	159	159.00	66,444.51	417.89	417.89
143	81	81.00	8,914.05	110.05	110.05
144	90	90.00	9,018.90	100.21	100.21
145	402	402.00	63,954.18	159.09	159.09
146	64	64.00	29,679.36	463.74	463.74
148	115	115.00	3,659.30	31.82	31.82
150	34	33.00	11,506.44	348.68	348.68

City of Palmdale
Landscape Maintenance Assessment Districts and Annexations
Fiscal Year 2023/24 Assessment Roll Summary

Assessment District	Parcel Count (1)	EDUs per Assessment District	FY 2023/24 Assessment Amount	FY 2023/24 Proposed Assessment Rate Per EDU	FY 2023/24 Maximum Assessment Rate Per EDU (2)
151	91	91.00	11,086.53	121.83	121.83
152	39	115.71	115,655.45	999.53	999.53
153	100	100.00	22,400.00	224.00	224.00
154	38	25.18	29,677.60	1,178.81	1,178.81
156	81	81.00	11,936.97	147.37	147.37
157	16	16.00	3,055.36	190.96	190.96
159	46	46.00	22,126.46	481.01	481.01
160	112	112.00	27,950.72	249.56	249.56
163	75	75.00	22,695.75	302.61	302.61
165	85	85.00	7,015.90	82.54	82.54
167	21	21.00	701.61	33.41	33.41
168	87	87.00	8,376.36	96.28	96.28
171	36	36.00	4,527.00	125.75	125.75
173	0	0.00	0.00	0.00	N/A
175	32	32.00	8,299.52	259.36	259.36
176	38	38.00	8,138.46	214.17	214.17
177	56	56.00	20,687.52	369.42	369.42
178	150	150.00	53,938.50	359.59	359.59
179	394	394.00	82,066.26	208.29	208.29
180	74	74.00	32,634.74	441.01	441.01
182	60	60.00	18,724.80	312.08	312.08
183	42	42.00	13,204.38	314.39	314.39
184	174	174.00	44,622.30	256.45	256.45
188	82	82.00	9,827.70	119.85	119.85
189	38	38.00	8,960.02	235.79	235.79
190	68	68.00	9,086.16	133.62	133.62
191	84	84.00	7,921.20	94.30	94.30
192	71	71.00	6,816.00	96.00	96.00
193	151	151.00	35,604.29	235.79	235.79
195	140	179.78	36,973.01	205.66	205.66
197	43	43.00	26,337.50	612.50	612.50
199	118	118.00	4,140.62	35.09	35.09
201	82	82.00	12,321.32	150.26	150.26
202	21	21.00	7,767.48	369.88	369.88
203	56	56.00	11,333.28	202.38	202.38
204	83	83.00	9,947.55	119.85	119.85
206	80	80.00	14,620.80	182.76	182.76
207	194	194.00	16,771.30	86.45	86.45
212	69	69.00	21,877.83	317.07	317.07
213	228	228.00	34,943.28	153.26	153.26
214	49	49.00	13,316.73	271.77	271.77

City of Palmdale
Landscape Maintenance Assessment Districts and Annexations
Fiscal Year 2023/24 Assessment Roll Summary

Assessment District	Parcel Count (1)	EDUs per Assessment District	FY 2023/24 Assessment Amount	FY 2023/24 Proposed Assessment Rate Per EDU	FY 2023/24 Maximum Assessment Rate Per EDU (2)
216	223	223.00	36,598.76	164.12	164.12
217	388	388.00	190,907.64	492.03	492.03
217-01	0	0.00	0.00	0.00	N/A
219	91	91.00	13,484.38	148.18	148.18
220	126	126.00	10,149.30	80.55	80.55
221	92	92.00	76,383.00	830.25	830.25
222	197	197.00	78,748.78	399.74	399.74
224	78	78.00	5,057.52	64.84	64.84
233	31	31.00	5,314.64	171.44	171.44
234	48	48.00	4,054.56	84.47	84.47
235	148	148.00	35,261.00	238.25	238.25
236	72	72.00	7,456.32	103.56	103.56
237	23	23.00	19,710.54	856.98	856.98
238	84	84.00	27,642.72	329.08	329.08
239	95	95.00	16,344.75	172.05	172.05
240	132	132.00	63,818.04	483.47	483.47
241	85	85.00	63,897.05	751.73	751.73
242	45	45.00	1,953.90	43.42	43.42
243	40	40.00	40,410.40	1,010.26	1,010.26
244	104	104.00	66,508.00	639.50	639.50
245	118	118.00	75,461.00	639.50	639.50
246	160	158.00	101,041.00	639.50	639.50
247	51	51.00	32,630.31	639.81	639.81
248	49	49.00	31,350.69	639.81	639.81
251	19	19.00	1,379.97	72.63	72.63
252	156	156.00	23,190.96	148.66	148.66
253	161	161.00	21,290.64	132.24	132.24
254	49	49.00	25,129.16	512.84	512.84
255	41	41.00	40,677.74	992.14	992.14
256	99	99.00	41,815.62	422.38	422.38
256-01	103	103.00	46,601.32	452.44	452.44
257	78	78.00	50,914.50	652.75	652.75
259	72	72.00	12,259.44	170.27	170.27
260	86	86.00	53,702.70	624.45	624.45
261	144	144.00	11,063.52	76.83	76.83
262	122	122.00	22,416.28	183.74	183.74
263	64	64.00	35,726.72	558.23	558.23
264	108	108.00	55,567.08	514.51	514.51
265	64	64.00	37,847.04	591.36	591.36
266	79	79.00	56,995.34	721.46	721.46
267	255	255.00	164,854.95	646.49	646.49

City of Palmdale
Landscape Maintenance Assessment Districts and Annexations
Fiscal Year 2023/24 Assessment Roll Summary

Assessment District	Parcel Count (1)	EDUs per Assessment District	FY 2023/24 Assessment Amount	FY 2023/24 Proposed Assessment Rate Per EDU	FY 2023/24 Maximum Assessment Rate Per EDU (2)
268	390	389.00	139,059.72	357.48	357.48
271	67	67.00	34,809.18	519.54	519.54
272	171	173.00	83,448.30	482.36	482.36
272-01	172	170.00	82,045.40	482.62	482.62
272-02	41	41.00	19,778.81	482.41	482.41
273	83	83.00	68,583.73	826.31	826.31
274	62	62.00	55,906.02	901.71	901.71
275	18	33.00	25,841.39	783.07	783.07
276	38	38.00	23,931.64	629.78	629.78
277	609	0.00	0.00	0.00	N/A
278	372	372.00	255,143.64	685.87	685.87
279	41	41.00	19,457.78	474.58	474.58
280	0	0.00	0.00	0.00	N/A
281	168	168.00	70,884.24	421.93	421.93
282	38	38.00	7,763.40	204.30	204.30
283	33	33.00	6,954.09	210.73	210.73
286	78	78.00	49,062.78	629.01	629.01
287	199	198.00	86,957.64	439.18	439.18
288	0	0.00	0.00	0.00	N/A
289	23	23.00	11,261.49	489.63	489.63
290	97	190.00	87,764.80	461.92	461.92
292	180	180.00	139,363.20	774.24	774.24
292-01	40	40.00	30,969.60	774.24	774.24
292-02	0	0.00	0.00	0.00	N/A
293	42	42.00	28,503.72	678.66	678.66
294	16	16.00	8,371.68	523.23	523.23
295	50	50.00	35,438.50	708.77	708.77
296	66	66.00	45,206.70	684.95	684.95
297	5	0.00	0.00	0.00	N/A
298	59	59.00	68,535.58	1,161.62	1,458.74
299	204	204.00	43,386.72	212.68	212.68
301	62	62.00	49,521.88	798.74	798.74
302	1	0.00	0.00	0.00	N/A
304	67	66.00	34,112.76	516.86	516.86
305	0	0.00	0.00	0.00	N/A
306	0	0.00	0.00	0.00	N/A
309	0	0.00	0.00	0.00	N/A
312	1	0.00	0.00	0.00	N/A
313	2	0.00	0.00	0.00	N/A
314	117	117.00	80,577.90	688.70	688.70
315	28	28.00	20,951.56	748.27	748.27

City of Palmdale
Landscape Maintenance Assessment Districts and Annexations
Fiscal Year 2023/24 Assessment Roll Summary

Assessment District	Parcel Count (1)	EDUs per Assessment District	FY 2023/24 Assessment Amount	FY 2023/24 Proposed Assessment Rate Per EDU	FY 2023/24 Maximum Assessment Rate Per EDU (2)
316	8	0.00	0.00	0.00	N/A
317	0	0.00	0.00	0.00	N/A
318	19	0.00	0.00	0.00	N/A
319	18	0.00	0.00	0.00	N/A
320	3	0.00	0.00	0.00	N/A
321	2	0.00	0.00	0.00	N/A
322	8	8.00	4,070.72	508.84	508.84
323	0	0.00	0.00	0.00	N/A
324	56	112.00	13,016.08	116.21	116.21
325	0	0.00	0.00	0.00	N/A
326	0	0.00	0.00	0.00	N/A
900	1,438	0.00	0.00	0.00	N/A
901	48	0.00	0.00	0.00	N/A
Totals	**29,420**	**27,616.10**	**$7,235,217.10**		

(1) Includes parcels levied and active parcels not yet subject to the assessment.

(2) Rate for Assessment District Nos. 290 & 324 is per Benefit Unit, as defined in the annexation Engineer's Report for each district.

CITY OF PALMDALE

Fiscal Year 2023/24 Engineer's Report For:

Park Maintenance and Recreation Improvement District

May 2023

Prepared by:

NBS
helping communities fund tomorrow
nbsgov.com

Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

TABLE OF CONTENTS

1. Engineer's Letter 1

2. Introduction 2

2.1 Background 2

2.2 Process for Annual Assessment 3

2.3 Legislative Context 4

3. Plans and Specifications 6

3.1 Description of Improvements and Services 7

4. Estimate of Costs 9

5. Method of Apportionment 11

5.1 Discussion of Benefit 11

5.2 Benefit Factors 12

5.3 Benefit Finding 13

5.4 General Versus Special Benefit 13

5.5 Calculating General Benefit 14

5.6 Zones of Benefit 17

5.7 Method of Assessment 18

5.8 Cost of Living Inflator 23

5.9 Fiscal Year 2023/24 Maximum Assessment 23

5.10 Duration of Assessment 23

5.11 Appeals and Public Hearing 23

6. Assessment Diagram 25

7. Assessment Roll 27

1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Palmdale (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Park Maintenance and Recreation Improvement District (the "District") for Fiscal Year 2023/24, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. The Engineer's Report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2023/24, the diagram for the District, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the District in proportion to the special benefit received.

NOW THEREFORE, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received.

Zone of Benefit	Parcels[1]	SFE Units[2]	FY 2023/24 Proposed Assessment Amount	FY 2023/24 Proposed Assessment Rate Per SFE	FY 2023/24 Maximum Assessment Rate Per SFE
Zone A	42,804	48,892.5785	$2,931,574.26	$59.96	$59.96
Zone B	360	132.5900	3,973.99	29.98	29.98
Zone C	2,251	2,112.2600	126,650.51	59.96	59.96
Totals:	**45,415**	**51,137.4285**	**$3,062,198.76**		

(1) Includes only parcels levied.
(2) Single Family Equivalent Unit. See "Method of Assessment" for explanation of SFE apportionment.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Palmdale at the time of District formation.

_____

John G. Egan, P. E.
Assessment Engineer

2. INTRODUCTION

2.1 Background

In June and July of 2002, the City conducted a city-wide assessment ballot proceeding pursuant to the requirements of Article XIII D of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Landscape and Lighting Act of 1972 for a proposed City of Palmdale Park Maintenance and Recreation Improvement Assessment District to fund improvements to parks and recreational facilities in the City. During this ballot proceeding, property owners in the City were provided with a notice and ballot for a proposed benefit assessment and a 45-day period was provided for balloting. A public hearing to conclude the balloting period was conducted on July 24, 2002.

After the ballots were tabulated, it was determined that 55.9% of the weighted ballots returned were in support of the assessment. Since the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted), the City gained the authority to approve the levy of the assessments for Fiscal Year 2002/03 and to continue to levy them in future years. The authority granted by the ballot proceeding includes an annual increase in the maximum authorized assessment rate equal to the annual change in the Consumer Price Index (CPI) for the Los Angeles Area, not to exceed 3% per year. In the event the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved for years in which the CPI change is less than 3%. The initial assessment rate approved in 2002 was $36.00 per single family equivalent benefit unit, plus an annual increase not to exceed 3% according to the CPI for the Los Angeles area.

Due to their greater distance from the public facilities and the new parks and recreation facilities to be installed, maintained, and serviced by the District, areas in the City farthest east and west were deemed to receive less benefit relative to other areas in the City (Zone A) and were assigned 50% of the assessment rate. These areas of reduced proximity were named Zone of Benefit B or Zone B.

As the City has grown and built additional parks, public and recreational facilities, the western area of the City, generally described as the City incorporated areas west of the California Aqueduct, is benefiting from additional parks and recreation areas that can be funded and maintained in part by the District. For Fiscal Year 2006/07 assessments, properties in this western area were classified as being within Zone of Benefit C or Zone C. Since the proximity to parks and recreation facilities in Zone C is generally equivalent to properties within Zone A, the assessments per single family equivalent unit for properties in Zone C were proposed to increase, matching that rate assessed to parcels in Zone A.

In order to allow property owners in Zone C to ultimately decide whether they were in support of the increased assessments in their Zone of Benefit, in 2006, an assessment ballot proceeding was conducted for property owners in Zone C. After the ballots were mailed to property owners in Zone C, a minimum 45-day time period was provided for the return of the assessment ballots. Following this 45-day time period, a public hearing was held on July 5, 2006 for the purpose of allowing public testimony regarding the proposed increased assessments.

At the public hearing the ballots were tabulated and it was determined that 86.18% of the returned ballots from Zone C (weighted by the proportional financial obligation of the property for which ballots are

submitted) were in favor of the proposed increased assessments to match the assessment rate of Zone A. Therefore, the City Council took action, by resolution number CC 2006-191, to approve the levy of the increased assessments in Zone C for Fiscal Year 2006/07.

2.2 Process for Annual Assessment

In each subsequent year for which the assessment will be continued, and as required by the procedures specified in the 1972 Act, an Engineer's Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District.

The City Council must also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicate the general location of the district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the resolution of intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the assessment. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

2.3 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments[1]:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011) (*Golden Hills*)[2] clarified this concept by stating, "*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits*."

The Court of Appeal in *Beutz v. County of Riverside* (2010) (*Beutz*)[3] quoted from the Legislative Analyst's Office pamphlet titled "Understanding Proposition 218" which states an agency must, "*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of 'general benefit.' This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*"

The Court in *Beutz* furthered this idea stating, "*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits*."

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) (*SVTA*)[4] clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real

[1] *California Constitution Article XIII D Section 4.*
[2] *Golden Hill Neighborhood Assn. v. City of San Diego CA4/1, D062203 (Cal. Ct. App. 2013)*
[3] *Beutz v. County of Riverside, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)*
[4] *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority, 44 Cal. 4th 431 (2008).*

property located in the district or to the public at large. The "public at large" includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) (*Tiburon)*[5], the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, "*Proportionate special benefit is the basis upon which a project's total assessable costs are apportioned among parcels within an assessment district.*"

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, "*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property*."

PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, "*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.*" Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017) *(Manteca)*[6] clarified this issue by stating, *"section 4, subdivision (a) of article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.*"

IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, "*Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.*"

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *"may be a legally justifiable approach to measuring and apportioning special benefits,* [but] *it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits, however, it must be both defensible and consistently applied*."

[5] *Bonander v. Town of Tiburon, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)*
[6] *Manteca Unified School District v. Reclamation District No. 17 et al, C077906 (Cal. Ct. App. 2017)*

3. PLANS AND SPECIFICATIONS

The City maintains park and recreational facilities in locations throughout its boundaries, which contain over 48,000 parcels. The District provides funding for the installation, maintenance, and servicing of parks and recreation facilities within the City, including, but not limited to the City's current parks and recreation facilities:

- Poncitlán Square (4.00 Acres), 38315 9th St. East
- Tejon Park Barrel Springs Equestrian Arena (20.00 Acres), East of Sierra Highway / South of Barrel Springs Road
- Pelona Vista Park (73.00 Acres), 37800 Tierra Subida Avenue
- Manzanita Heights Park (5.00 Acres), 431 Mesa Verde Street
- Arnie Quinones Park (2.50 Acres), 41003 50th Street West
- Desert Sands Park (20.00 Acres), 39117 3rd Street East
- Joe Davies Heritage Airpark at Palmdale Plant 42 (20.00 Acres), 2001 East Avenue P
- William J. McAdam Park & Pool (20.00 Acres), 38115 30th Street East
- Domenic Massari Park (40.00 Acres), 37716 55th Street East
- Sam Yellen Park (24.93 acres), Phase 1 completed (12.00 acres), Avenue S between 47th East and 55th Street East
- Joshua Hills Park (3.64 Acres), 3110 Fairfield Avenue
- Palmdale Playhouse (2,700 square feet), 38334 10th Street East
- Melville J. Courson Park (7.50 Acres), 38226 10th Street East (under construction by developer)
- Legacy Commons (new Palmdale Senior Center opened 2010) (14,000 square feet), 930 East Avenue Q-9
- Palmdale Senior Center Park (1.00 acre) park site between 9th Street East & 10th Street East and Q-9 & Q-10
- Dry Town Waterpark (7.00 acres), at Palmdale Oasis Park, 3850-B East Avenue S
- Palmdale Oasis Recreation Center (17,500 square feet), 3850-A East Avenue S
- Palmdale Oasis Park (33.00 acres), southwest corner of Avenue S and 40th Street East, 3850-A E. Avenue S
- Competition Swimming Pool at Palmdale Oasis Park, 3850-C East Avenue S
- Marie Kerr Park (57.00 Acres), 39700 30th Street West & 2723 Rancho Vista Boulevard
- Palmdale Amphitheater at Marie Kerr Park, 2723 Rancho Vista Boulevard
- Best of the West Softball Complex, at Marie Kerr Park, 2723-F Rancho Vista Boulevard
- Competition Swimming Pool at Marie Kerr Park, 2723 Rancho Vista Boulevard
- Marie Kerr Recreation Center, 2723-A Rancho Vista Boulevard
- Lot adjacent to Amphitheatre/Marie Kerr Park (20.00 Acres), (not developed, currently used for overflow parking), 2723 Rancho Vista Boulevard
- Dr. Robert C. St. Clair Parkway (8.72 Acres), Sierra Highway
- Demonstration Garden (0.76 Acres), NEC of Palmdale Boulevard & Sierra Highway
- Foothill Park (12.33 Acres), 2525 The Groves
- Anaverde Hills Park (6.42 Acres), 2820 Greenbrier Street

- Larry Chimbole Cultural Center (19,300 square feet), 38350 Sierra Highway
- Hammack Activity Center/ Roller Hockey Rinks (29,000 square feet), 815 East Avenue Q-6 (Boys & Girls Club)
- Rancho Vista Neighborhood Park (5.00 Acres), Bolz Ranch / Town Center Road (not developed)
- Palmenthol History Park (16.30 Acres), Avenue S & 20th Street East (not developed)
- A.C. Warnack Nature Park (131.27 Acres), East of Godde Hill & South of the California Aqueduct (not developed)

3.1 Description of Improvements and Services

The assessments shall also provide funding for the installation, maintenance, and servicing of new parks and recreation facilities, including, but not limited to new neighborhood and community parks, family aquatics facility, covered swimming pools, additional recreation centers, public amphitheater, additional sports fields, improvements to park safety including enhanced lighting, replacement of antiquated playground equipment, additional park maintenance services, acquisition of lands for parks and recreation uses, and expansion of existing parks and recreation areas.

The work and improvements (the "improvements") proposed to be undertaken by the District, and the cost thereof paid from the levy of the annual assessment, provide special benefit to assessor parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Act the improvements are generally described as follows:

Installation, maintenance and servicing of public recreational facilities and improvements, including, but not limited to, turf and play areas, park grounds and facilities, playground equipment, hard court surfaces, amphitheaters, tennis courts, gymnasiums, senior centers, recreation centers, aquatic parks, running tracks, walking paths, sports fields, basketball courts, swimming pools, landscape corridors, open space, trails, other recreational facilities, ground cover, shrubs and trees, irrigation and sprinkler systems, landscaping, drainage systems, lighting, fencing, entry monuments, graffiti removal and repainting, and labor, materials, supplies, utilities, equipment, and any debt service on bonds or other indebtedness issued for the improvements as applicable, at each of the locations owned, operated or maintained by the City. Plans and specifications for these improvements are filed with the Director of Parks and Recreation of the City and are incorporated herein by reference.

As applied herein, "Installation" means the construction of recreational improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks and drainage, lights, and/or the construction of playground equipment, play courts, recreational facilities and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or any part of any improvement; providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current or energy for the operation or lighting of any improvements, and the furnishing of water for irrigation of any landscaping or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code Section 22526). The assessment proceeds will be exclusively used for improvements within the District plus incidental expenses. Reference is made to the plans and specifications, including specific expenditure and improvement plans by park/recreation site, which are on file with the City.

4. ESTIMATE OF COSTS

The estimate of costs provided in this Engineer's Report is for Fiscal Year 2023/24 and is derived from a multi-year, City-wide parks and recreation improvement plan that includes significant new recreation facilities such as neighborhood and community parks, a family aquatics center, two covered year-round swimming pools, two recreation centers, a public amphitheater, a multi-field softball complex, improvements to park safety including enhanced lighting, additional walkways and trails, replacement of antiquated playground equipment, and enhanced park maintenance services.

The estimated costs of maintenance and servicing the improvements as described in the Plans and Specifications are summarized below.

Park Maintenance and Recreation Improvement District Budget	
Description	**Proposed FY 2023/24 Costs**
Beginning Fund Balance	$1,320,601.51
Installation, Maintenance & Servicing Costs [1]	
Maintenance & Operation of Vision Facilities	$2,435,900.00
Maintenance of Parks & Recreation Facilities [2]	4,190,555.00
Totals for Installation, Maintenance & Servicing	**$6,626,455.00**
Less: City Contribution [3]	**($2,650,582.00)**
Net Cost of Installation, Maintenance & Operation	**$3,975,873.00**
Incidental Costs	
Collection and Administration	$100,800.00
Totals for Incidentals	**$100,800.00**
Less: Fund Balance Contribution	**($1,014,474.24)**
Fiscal Year 2023/24 Net Amount to be Assessed [4]	**$3,062,198.76**
Estimated Ending Fund Balance	$306,126.27

Budget Allocation to Property [5]				
Zone of Benefit	**Parcels** [6]	**SFE Units** [7]	**FY 2023/24 Maximum Assessment Rate Per SFE**	**FY 2023/24 Amount to be Assessed**
Zone A	42,804	48,892.5785	$59.96	$2,931,574.26
Zone B	360	132.5900	29.98	3,973.99
Zone C	2,251	2,112.2600	59.96	126,650.51
Totals:	**45,415**	**51,137.4285**		**$3,062,198.76**

Notes to Estimate of Costs:

(1) Additional details regarding budgeted improvements and future projects are as follows:
    - Rancho Vista Park – park site with open space, restrooms, playground, and parking lot.
    - Vacant lot next to Amphitheater – design for park and ride.
    - Arnie Quinones Park – design of future additional features including restroom, paved parking lot, lighting, tot lot, and pathways.
    - Marie Kerr Park Upgrades – tot lot upgrades.
    - Dry Town Water Park Upgrades – refurbishment of three existing slides, tower, and Little Miner's camp.
    - Dry Town Lazy River Replastering – replastering of lazy river, construction was expected to begin April 2020.
    - Palmdale Oasis Park Upgrades – design and possible construction of play area, playground equipment, restroom facility, landscaping and irrigation of fields, additional parking.
    - Domenic Massari Upgrades – sidewalk improvements throughout the park construction was expected to begin summer 2020, three new basketball courts with covers and upgrades to existing basketball court.
    - Sam Yellen Park – design of Phase 2 upgrades.
    - McAdam Park Renovations – upgrades to existing restroom facility.
    - Sports Field Renovation – field upgrades and renovations as needed at various park sites.

(2) The item, “Maintenance of Park and Recreation Facilities,” would provide funding for enhanced maintenance of all parks and recreation facilities on a daily basis, seven days per week. Services would include mowing turf, trimming and caring for landscaping, fertilization and aeration of grounds and playfields, routine maintenance and safety inspections, painting, replacing/repairing broken or damaged equipment, trash removal and cleanup, irrigation and irrigation system maintenance, and other services as needed.

(3) As determined in the following section, at least 40% of the $6,626,455 total cost of Park Improvements, Installation, Maintenance and Servicing, must be funded from sources other than the assessments, to cover any general benefits from the improvements. Therefore, $2,650,582 or 40% of the total for Installation, Maintenance and Servicing is for general benefits that cannot be assessed to property owners in the District. The additional amount contributed is the City’s contribution in excess of the estimated general benefits.

(4) Includes installment rounding for Los Angeles County tax roll purposes.

(5) The Act stipulates that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Engineer’s Report. Any balance remaining at the end of the fiscal year, July 1, must be carried over to the next fiscal year. The City may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining unexpended balance would either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' Assessments.

(6) Includes only parcels levied.

(7) Single Family Equivalent Unit. See "Method of Assessment" for explanation of SFE apportionment.

5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits derived from the improvements to park and recreation facilities and improvements throughout the City, as well as a description of the assessment methodology used to apportion the total assessment to properties within the District. ***Previous annual Engineer's Reports were prepared by a different engineer of record and specific language from the prior year Engineer's Report[7] has been referenced to describe the Method of Apportionment within the following section of this report.*** [8]

The District consists of all assessor parcels within the boundaries of the City. The method used for apportioning the assessment is based upon the proportional special benefits conferred to the properties over and above the general benefits conferred to real property in the District or to the public at large. Special benefit is calculated for each parcel in the District using the following process:

1. Identification of all benefit factors derived from the improvements;
2. Calculation of the proportion of these benefits that are general;
3. Determination of the relative special benefit within different areas within the District;
4. Determination of the relative special benefit per property type; and
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes.

5.1 Discussion of Benefit

In summary, the assessments can only be levied based on the special benefit to property. Any and all general benefit, including benefit that is indirect or derivative, must be funded from another source. This special benefit is received by property over and above any general benefits from the improvements. With reference to the requirements for assessments, Section 22573 of the Act states:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must reasonably exceed the cost of the assessment:

> *"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

[7] *Annual Engineer's Report, City of Palmdale, Park Maintenance and Recreation Improvement District, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020 ("Prior Engineer's Report").*

[8] *Method of Apportionment and subsections as detailed in the Annual Engineer's Report, City of Palmdale, Park Maintenance and Recreation Improvement District, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The *SVTA* decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel, and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The *SVTA* decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

> *The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

Finally, Proposition 218 twice uses the phrase "over and above" general benefits in describing special benefit (Art. XIIID, sections 2(i) & 4(f)). The *SVTA* decision further clarifies that special benefits must provide a direct advantage to benefiting property and that proximity to a park is an example of a special benefit.

5.2 Benefit Factors

The improvements are expected to confer certain special benefits to parcels within the District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described below:

EXTENSION OF A PROPERTY'S OUTDOOR AREAS AND GREEN SPACES FOR PROPERTIES WITHIN CLOSE PROXIMITY TO THE IMPROVEMENTS

In large part, because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial and other benefiting properties in the District do not have large outdoor areas and green spaces. The parks in the District provide these larger outdoor areas that serve as an effective extension of the land area for proximate properties because the improvements are uniquely proximate and accessible to property in close proximity to the improvements. The improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the improvements.

According to the industry-standard guidelines established by the National Park and Recreation Association (the "NPRA"), neighborhood parks in urban areas have a service area radius of generally one-half mile and community parks have a service area radius of approximately two miles. The service radii for neighborhood parks and neighborhood green spaces were specifically established to give all properties within these service radii close proximity and easy walking access to such public land areas. Likewise, community parks, with their large size, have a somewhat larger service area. Since proximate and accessible parks serve as an extension of the usable land area for property in the service radii and since the service radii was specifically designed to provide close proximity and access, the parcels within this service area clearly receive a direct advantage and special benefit from the improvements - and this advantage is not received by other properties or the public at large.

An analysis of the service radii for the improvements finds that all properties in the District enjoy the distinct and direct advantage of being close and proximate to parks within the District. The benefiting properties in the District therefore uniquely and specially benefit from the improvements.

PROXIMITY TO IMPROVED PARKS AND RECREATIONAL FACILITIES

Only the specific properties within close proximity to the improvements are included in the District. Therefore, property in the District enjoys unique and valuable proximity and access to the improvements that the public at large and property outside the District do not share.

In absence of the assessments, the improvements would not be provided and the parks and recreation areas in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

ACCESS TO IMPROVED PARKS, OPEN SPACE AND RECREATIONAL AREAS

Since the parcels in the District are nearly the only parcels that enjoy close access to the improvements, they directly benefit from the unique close access to improved parks, open space and recreation areas that are provided by the assessments. This is a direct advantage and special benefit to property in the District.

IMPROVED VIEWS

The District, by maintaining the landscaping at its park, recreation and open space facilities provides improved views to properties with direct line-of-sight as well as other local properties which benefit from improved views when property is accessed. Therefore, the improved and protected views provided by the assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

5.3 Benefit Finding

In summary, real property located within the boundaries of the District distinctly and directly benefits from closer proximity, access and views of improved parks, recreation facilities, open space, landscaped corridors, greenbelts, trail systems and other public resources funded by the assessments. The improvements are specifically designed to serve local properties in the District, not other properties or the public at large. The public at large and other properties outside the District receive only limited benefits from the improvements because they do not have proximity, good access or views of the improvements. These are special benefits to property in the District in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access.

5.4 General Versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but

cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section. In other words:

Total Benefit	=	General Benefit	+	Special Benefit

There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. *SVTA* provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements "over and above" this general, baseline level and the general benefits estimated in this section are over and above the baseline. A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to Real Property Outside the District	+	Benefit to Real Property Inside the District that is Indirect and Derivative	+	Benefit to the Public at Large

Special benefit, on the other hand, is defined in the California Constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." The *SVTA* decision indicates that a special benefit is conferred to a property if it "receives a direct advantage from the improvement (e.g., proximity to a park)." In this assessment, as noted, properties in the District have close and unique proximity, views and access to the improvements and uniquely improved desirability from the improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the District or the public at large.

5.5 Calculating General Benefit

Pursuant to information detailed in the Prior Engineer's Report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

BENEFIT TO PROPERTY OUTSIDE THE IMPROVEMENT DISTRICT

Properties within the District receive almost all of the benefits from the improvements because properties in the District enjoy unique close proximity and access to the improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the improvements, but outside of the boundaries of the District, may receive some benefit from the improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessments.

The properties outside the District and within the proximity radii for neighborhood parks in the District receive benefits from the improvements. Since these properties are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is a form of general benefit to the public at large and other property. A 50% reduction factor is applied to these properties because they are all on only one side of the improvements while properties in the District enjoy the advantage of over twice the average proximity to the improvements. Per the Prior Engineer's Report, the general benefit to property outside of the District is calculated as follows:

Assumptions:

5,190	parcels outside the District but within 0.5 miles of a park within the District
47,684	parcels in the District
50%	relative benefit compared to property within the District

Calculation of General Benefit to Property Outside the District

= 5,190 / (47,684 + 5,190) * 50% = **4.9%**

Although it can reasonably be argued that the improvements inside, but near the District boundaries are offset by similar park and recreational improvements provided outside, but near the District boundaries, we use the more conservative approach of finding that 4.9% of the improvements may be of general benefit to property outside the District.

BENEFIT TO PROPERTY INSIDE THE DISTRICT THAT IS INDIRECT AND DERIVATIVE

The "indirect and derivative" benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in the District. Nevertheless, the *SVTA* decision indicates that there may be general benefit "conferred on real property located in the district". A measure of the general benefits to property within the assessment area is the percentage of land area within the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 3% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District's parks and recreational facilities are used and enjoyed by individuals who do not contribute to the assessment in any way (i.e. do not pay the assessment or local taxes or fees that support the City.[9] A

[9] *Per the formation engineer, when District facilities are used by those individuals, the facilities are not providing benefit to property within the City. Use under these circumstances is a measure of general benefit. For example, a non-resident who is drawn to utilize the City facilities and shops at local businesses while in the area would provide special benefit to business properties as a result of his or her use of the Improvements. Conversely, one who uses City facilities but does not reside, work, shop or own property within the City boundaries does not provide special benefits to any property and is considered to be a measure of the general benefits.*

survey of park and recreation facility usage conducted by the formation engineer found that less than 8% of the City's park and recreation facility usage is by those who do not live or work within City boundaries. [10]

Several of the improvements such as the family aquatics center, amphitheater and sports complex are the type of public resources that draw residents from throughout the community. Therefore, they are deemed to be of benefit to all properties within the City. Due to their "draw" these types of facilities may also serve to bring in somewhat higher numbers of people who do not contribute to the assessment in any way. Of the proposed facilities, the Family Aquatics Center warrants further analysis to estimate potential resident/non-resident use. Resident/non-resident use statistics vary depending on the specifics of the community such as proximity to other communities and location of other similar aquatics centers. The City is largely separated by distance from other urbanized areas, which should serve to reduce the percentage of non-resident use. Data from other communities deemed to be similar in amenities and location finds that the percentage of non-resident use can vary from 15% up to approximately 50%. A non-resident use percentage of 50% will be used as a conservative estimate for this facility.

Although many of the non-resident users of the City's aquatics facility will shop or work in the community, this unadjusted data will be used as a conservative measure of general benefits. This measure of the general benefits from family aquatics facilities is combined with the findings of the park and recreation facility usage survey to conservatively estimate the overall level of general benefits. Using an equal weighting of both measures of general benefits, 29% of the benefits conferred by the proposed maintenance and improvements are determined to be general benefits to the public at large.

TOTAL GENERAL BENEFITS

Using a sum of these three measures of general benefit, the Prior Engineer's Report found that approximately 37% of the benefits conferred by the improvements may be general in nature and should be funded by sources other than the assessment.

General Benefit Calculation:

4.9%	Outside the District
+ 3.0%	Property within the District
+ 29.0%	Public at Large
= 36.9%	**Total General Benefit**

Although the analysis finds that 36.9% of the assessment may provide general benefits, the Prior Engineer's Report established a requirement for a minimum contribution from sources other than the assessments of 40%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits. The City's total budget for maintenance and operation of its parks and recreational facilities is $6,626,455. Of this total budget amount, the City will contribute at least $2,650,582 (or 40%) from sources other than the assessments, to cover any general benefits that cannot be assessed to property owners in the District.

[10] *A total of 534 park users were surveyed at different parks and recreation facilities on different days and times between the months of July 2001 and March 2002. 41 respondents (7.7%) indicated that they did not reside or work within the City.*

5.6 Zones of Benefit

As detailed in the Prior Engineer's report, the boundaries of the District have been carefully drawn to include the properties in the City that are proximate to the proposed improvements and that would materially benefit from the improvements. In other words, the boundaries of the District have been narrowly drawn to include only properties that will specially benefit from the proposed improvements and would receive a declining level of service if the assessments were not approved.

The *SVTA* decision indicates:

> *In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not "particular and distinct" and are not "over and above" the benefits received by other properties "located in the district."*
>
> *We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values).*

In the District, the advantage that each parcel receives from the improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the assessment.

Due to their greater distance and reduced proximity from the improvements, one area of the City is deemed to receive lesser benefit from the improvements than other urbanized areas of the City. The area of reduced relative benefit is generally described as all parcels east of 90th Street East on the south and east of US Air Force Plant 42, and all parcels east of 50th Street East on the north and east of US Air Force Plant 42. This area is hereinafter referred to as Zone of Benefit B or Zone B and is depicted on the Assessment Diagram included with this report.

In Fiscal Year 2006/07 a new zone of benefit, Zone of Benefit C or Zone C, was created for parcels previously designated as being also within Zone B and located in the western areas of the District. Zone C covers all contiguous parcels within the boundaries of the City, generally west and south of the California Aqueduct, including all the parcels in Assessor's Parcel Books 3205, 3206, 3216 and 3217, within the boundaries of the City. The special benefit received by parcels in Zone C was revised as public parks and recreation facilities are installed, maintained and serviced by the District closer to property in Zone C, making the special benefit to be received in this area similar to that of areas in Zone A. As a result of the additional special benefits, an increased rate of assessment was proposed for parcels in Zone C, and after receiving the support of the property owners in Zone C, the increased assessment rate was first applied for Fiscal Year 2006/07.

All other properties within the District are classified into Zone of Benefit A or Zone A. All three Zones of Benefit, Zones A, B and C, are depicted on the Assessment Diagram included with this report and are listed on the Assessment Roll.

Zone A and Zone C improvements are similarly accessible to all properties within each Zone of Benefit. Therefore, benefits from the improvements do not further vary based on proximity of the parcels to the improvements within Zone A and Zone C because the increased benefits of greater proximity to the improvements are generally offset by a parallel increase in negative factors such as higher levels of traffic, noise, etc. that comes with increased proximity.

Since properties in Zone B (east) are generally twice the distance from the improvements funded by the assessments, it is estimated that the relative level of benefit to properties in Zone B is 50% the benefit received by properties in Zone A and Zone C. The proposed assessments for properties in Zone B will therefore be 50% of the amount of assessment for similar properties in Zone A and Zone C. The relative proximity to improvements is generally equivalent in Zone A and Zone C so the assessment rates for Zones A and C are equal.

5.7 Method of Assessment

As previously discussed, the assessments provide specific improvements that confer direct and tangible special benefits to properties in the District. These benefits can partially be measured by the occupants on property in the District because such parcel population density is a measure of the relative benefit a parcel receives from the improvements. Therefore, the apportionment of benefit is partially based the population density of parcels.[11]

It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Moreover, assessments have a long history of use in California and are in large part based on the principle that benefits from a service or improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred directly to the underlying property. [12]

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this report, all properties are designated a SFE value, which is each property's relative benefit in relation

[11] *As detailed in the Annual Engineer's Report, City of Palmdale, Park Maintenance and Recreation Improvement District, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

[12] *For example, in Federal Construction Co. v. Ensign (1922) 59 Cal.App. 200 at 211, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: "Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city's sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense."*

to a single family home on one parcel. In this case, the "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

In the process of determining the appropriate method of assessment, alternatives were considered. For example, an assessment only for all residential improved property was considered but was determined to be inappropriate because commercial, industrial, and other properties also receive direct benefits from the improvements.

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. For two properties used for commercial purposes, there is clearly a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from proximity and improved access to well maintained and improved parks and recreational facilities. So, the potential population of employees or residents is a measure of the special benefits received by the property. Larger parcels, therefore, receive an increased benefit from the improvements.

Finally, the special benefits derived from the improvements are conferred on property and are not based on a specific property owner's use of the improvements, or a specific property owner's occupancy of property or the property owner's demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the City's park and recreational facilities. In other words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the information from the Prior Engineer's Report determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, its relative population and usage potential and its proximity to parks and recreational facilities. This method is further described below.

RESIDENTIAL PROPERTIES

Certain residential properties in the District that contain a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses and townhomes are included in this category of single family residential property.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property, the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home and the average size of multi-family residential units versus the average size of single family homes. The population density factors for the City, as depicted below, provide a partial basis for determining the SFE factors for residential properties. Using the total population in a certain property type in the City from the 1990 Census (the most recent data available when the District was established) and dividing it by the total number of such households, finds that approximately 3.32 persons occupy each single family residence, whereas an average of 2.69 persons

occupy each multi-family residence. Using the ratio of one Population Factor for each single-family residence, which equates to one Population Factor for every 3.32 persons, a 0.81 Population Factor would equate to one multi-family unit or a 0.81 Population Factor for every 2.69 residents. Likewise, each condominium unit receives a 0.81 Population Factor and each mobile home receives a 0.86 Population Factor.

Residential Density and Population Factors

	Total Population	Occupied Households	Persons per Household	Population Factor
Single Family Residential	49,488	14,905	3.32	1.00
Condominium	1,194	442	2.70	0.81
Multi-Family Residential	12,560	4,667	2.69	0.81
Mobile Home on Separate Lot	5,292	1,854	2.85	0.86

Source: 1990 Census, City of Palmdale.

Once established, Population Factors are adjusted to reflect the average structure size of different residential properties. This adjustment is needed because the special benefits are deemed to be relative to the potential population density and building area per dwelling unit. The average structure size of a single family residence in the City is 1,715 square feet, whereas the average multi-family residence is 920 square feet per unit, or 54% of the size of a single family residence. Likewise, the average condominium unit is 73% of the size of a single family residence and the average mobile home is 50% of the size of a single family residence. These building area percentages are applied to the Population Factors to determine the SFE benefit factors for residential properties. Therefore, multi-family properties with a 0.81 Population Factor and a 54% building area percentage will receive a 0.43 SFE.[13] Likewise, condominium units receive a 0.59 SFE and mobile homes on separate parcels receive a 0.43 SFE.

Residential Assessment Benefit Factors

	Average Square Feet	% of SFR	Population Factor	SFE Factor
Single Family Residential	1,715	100%	1.00	1.00
Condominium	1,250	73%	0.81	0.59
Multi-Family Residential	920	54%	0.81	0.43
Mobile Home on Separate Lot	855	50%	0.86	0.43

The SFE factor of 0.43 per dwelling unit for multi-family residential properties applies to such properties with 20 or fewer units. Properties in excess of 20 units typically offer on-site recreational amenities and other facilities that tend to offset some of the benefits provided by the improvements. Therefore, the benefit for properties in excess of 20 units is determined to be 0.43 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

[13] *(0.81 * 54% = 0.43)*

COMMERCIAL/INDUSTRIAL PROPERTIES

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single family residential property and the average commercial/industrial property. The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously can be measured by the average number of people who work at commercial/industrial properties. In order to determine employee density factors, the findings from the San Diego Association of Governments Traffic Generators Study (the "SANDAG Study") are used because these findings were approved by the State Legislature as being a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24.

In comparison, the average number of people residing in a single family home in the area is 3.32. Since the average lot size for a single family home in the City is approximately 0.20 acres, the average number of residents per acre of residential property is 16.60.

The employee density per acre is generally 1.45 times the population density of single family residential property per acre (24 employees per acre / 16.60 residents per acre). Therefore, the average employee density can be used as the basis for allocating benefit to commercial or industrial property since a commercial/industrial property with 1.45 employees receives generally similar special benefit to a residential property with 1 resident. This factor of equivalence of benefit between 1 resident to 1.45 employees is the basis for allocating commercial/industrial benefit.

The table below shows the average employees per acre of land area or portion thereof for commercial and industrial properties and lists the relative SFE factors per fifth of an acre for properties in each land use category.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per fifth of an acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres. Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate.

Commercial/Industrial Density and Assessment Factors

Type of Commercial/Industrial Land Use	Average Employees per Acre [1]	SFE Units per 1/5 Acre [2]
Commercial	24	1.00
Office	68	2.84
Shopping Center	24	1.00
Industrial	24	1.00
Self Storage or Parking Lot	1	0.05

(1) Source: San Diego Association of Governments Traffic Generators Study.
(2) The SFE factors for commercial and industrial parcels are applied by the fifth of an acre of land area or portion thereof. Therefore, the minimum assessment for any assessable parcel in these categories is the SFR units listed herein.

VACANT PROPERTIES

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties; however, at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. An analysis of the Fiscal Year 2002/03 assessed valuation data for the City from the County of Los Angeles, found that approximately 35% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 35% of the benefits are related to the underlying land and 65% are related to the improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.35 per parcel.

The value of properties increases as properties are approved for parcel division and development. Likewise, the special benefits received by vacant property increases as the property is approved for parcel division and development. When property is approved for parcel division and development with a final map, the property has passed the final significant hurdle to development and can shortly undergo construction. Since the property is nearing the point of development, its special benefits increase. In addition, these properties are generally sold soon after completion of improvements, so the properties receive the additional benefit of desirability from prospective buyers due to the special benefits provided by proximity to the improvements in the City. It is therefore determined that property with tentative or final map approval receives 25% of the relative benefit per mapped dwelling unit or mapped parcel acreage compared to improved property of similar use-type.

OTHER PROPERTIES

Article XIII D stipulates that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the improvements.

All properties that are specially benefited are assessed. Other publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

Miscellaneous, small and other parcels such as roads, right-of-way parcels, reservoir or other water rights parcels that cannot be developed into other improved uses, limited access open space parcels, watershed parcels and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the improvements and are assessed an SFE benefit factor of 0.

As detailed by the formation engineer, church parcels and property used for educational purposes typically generate employees on a less consistent basis than other non-residential parcels. Many of these parcels also provide some degree of on-site amenities that serve to offset some of the benefits from the District. In addition, the City maintains reciprocal use arrangements with many educational properties that allow for the public, recreational use of these properties. Such public use tends to reduce the use and wear of City facilities. Therefore, these parcels receive minimal benefit and are assessed an SFE factor of 1.[14]

[14] *As detailed in the Engineer's Report, City of Palmdale, Park Maintenance and Recreation Improvement District, Fiscal Year 2002/03 dated April 2002.*

5.8 Cost of Living Inflator

Property owners in the District approved in an assessment ballot proceeding in 2002 the initial fiscal year benefit assessment for special benefits to their property including a Consumer Price Index ("CPI") increase schedule. As a result, the assessment may continue to be levied annually and may be increased up to the maximum annual CPI without any additional assessment ballot proceeding. In the event that in future years the assessments are levied at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

The assessment rate is subject to an annual increase tied to the annual change in the Consumer Price Index for the Los Angeles Area as of January of each succeeding year, with the maximum annual increase not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied, increased annually by the maximum of: 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The annual percentage change in the CPI from January 2022 to January 2023 was 5.771%, and there was 8.02% of the Unused CPI carried over (as described above). Therefore, the cost of living inflator for Fiscal Year 2023/24 is 3.00%.

5.9 Fiscal Year 2023/24 Maximum Assessment

The maximum authorized assessment rate for Fiscal Year 2023/24 is increased by 3.00% which equates to $59.96 per SFE for Zones A and C, and $29.98 per SFE for Zone B. The District's budget, provided in the Estimate of Costs section of this Engineer's Report, proposes assessments for Fiscal Year 2023/24 at the rate of $59.96 per SFE for Zones A and C and $29.98 for Zone B, which is equal to the maximum authorized assessment rate.

5.10 Duration of Assessment

It is proposed that the assessment be levied for Fiscal Year 2002/03 and continued every year thereafter, so long as the parks and recreational areas need to be improved and maintained and the City requires funding from the assessments for District improvements. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

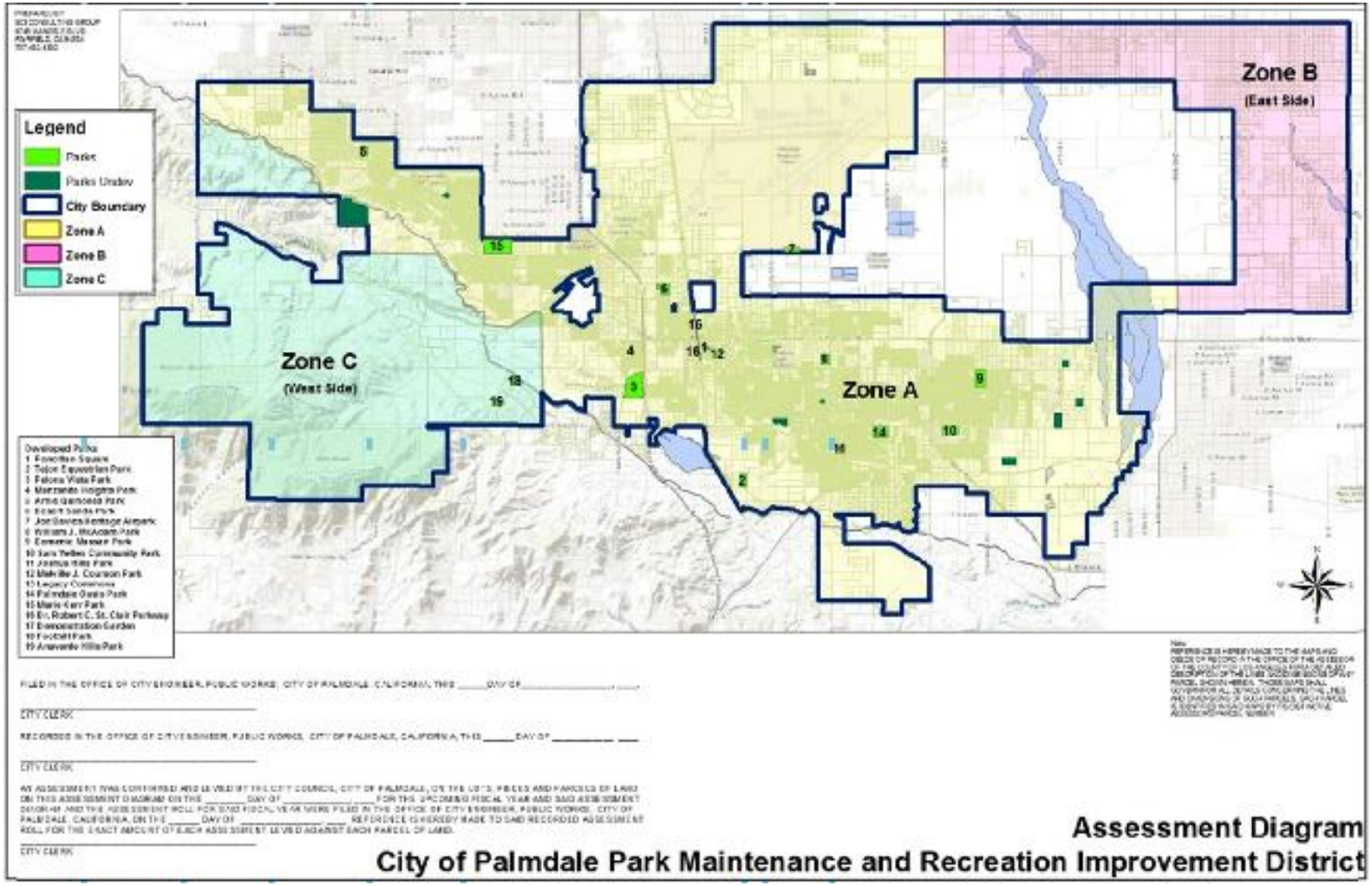
5.11 Appeals and Public Hearing

Any property owner who feels that the assessment levied on the subject property is in error, as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City of Palmdale Public Works department. Any such appeal is limited to correction of an assessment during the then current fiscal year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City of Palmdale Public Works Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the Public Works Engineer of the City of

Palmdale or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Engineer or her or his designee shall be referred to the Director of Public Works of the City of Palmdale, and the decision of the Director of Public Works of the City of Palmdale shall be final.

6. ASSESSMENT DIAGRAM

The District includes all properties within the boundaries of the City. The boundaries of the District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Engineer's Report was prepared, and are incorporated by reference herein and made part of this Engineer's Report.


Legend
Parks
Parks Undev
City Boundary
Zone A
Zone B
Zone C
Zone B
(East Side)
Zone C
(West Side)
Zone A
Assessment Diagram
City of Palmdale Park Maintenance and Recreation Improvement District

7. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2023/24, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

The following table summarizes the Fiscal Year 2023/24 assessment for the District.

Zone of Benefit	Parcels [(1)]	SFE Units	FY 2023/24 Rate Per SFE	FY 2023/24 Assessment Amount
Zone A	42804	48,892.5785	$59.96	$2,931,574.26
Zone B	360	132.5900	29.98	3,973.99
Zone C	2,251	2,112.2600	59.96	126,650.51
Totals:	**45,415**	**51,137.4285**		**$3,062,198.76**

(1) Includes only parcels levied.

CITY OF PALMDALE

Fiscal Year 2023/24 Engineer's Report For:

Streetlight Maintenance Assessment Districts and Annexations

May 2023

Prepared by:

NBS
helping communities fund tomorrow

nbsgov.com

Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

TABLE OF CONTENTS

1. Engineer's Letter 1

2. Introduction 2

2.1 Background 2

2.2 Assessment District Inventory 2

2.3 Annexation Exceptions and Other District Information 3

2.4 Process for Annual Assessment 4

2.5 Legislative Context 5

3. Plans and Specifications 7

4. Estimate of Costs 9

5. Method of Apportionment 11

5.1 Special Benefit 11

5.2 General Versus Special Benefit 12

5.3 Quantification of General Benefit 13

5.4 Method of Assessment 14

5.5 Assessment District No. 5 Benefit Factors 18

5.6 Cost of Living Inflator 20

5.7 Fiscal Year 2023/24 Maximum Assessment 20

5.8 Duration of Assessment 20

5.9 Appeals and Interpretation 21

6. Assessment Diagram 22

7. Streetlight Maintenance Districts 23

8. Assessment Roll 28

1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Palmdale (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Streetlight Maintenance Assessment Districts and Annexations (the "Districts") for Fiscal Year 2023/24, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2023/24 , the diagram for the Districts, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the Districts in proportion to the special benefit received.

NOW THEREFORE, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the Districts in proportion to the special benefit received.

District[(1)]	Parcels[(2)]	EDUs[(3)]	Proposed FY 2023/24 Assessment Amount[(4)]
District No. 1 and No. 4	6,702	10,114.676	$1,242,622.19
District No. 2	1,419	1,480.918	179,990.87
District No. 3	44	44.000	69,924.80
District No. 5	31,589	34,920.311	3,237,460.72
Totals:	**39,754**	**46,559.905**	**$4,729,998.58**

(1) Includes District and Annexations. District No. 1 and No. 4 are combined for County tax roll purposes.
(2) Includes only parcels levied.
(3) Equivalent Dwelling Unit.
(4) A list of the Districts and Annexations containing the total proposed Fiscal Year 2023/24 assessments, the number of parcels assessed and assessment rate are detailed in Section 8 of this Engineer's Report.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Palmdale at the time of each District formation.

_____

John G. Egan, P. E.
Assessment Engineer

2. INTRODUCTION

2.1 Background

The City provides maintenance and servicing of certain publicly owned streetlights throughout the City. In order to fund the maintenance and operation (the "Services") of these projects and improvements, the City has formed five Streetlight Maintenance Assessment Districts, including subsequent Annexations, covering over 40,880 parcels (which includes parcels that are active, but not yet subject to the assessment). The Districts have been formed and the levies have been made pursuant to Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Landscape and Lighting Act of 1972, and Article XIII D of the California Constitution (the "Article XIII D").

2.2 Assessment District Inventory

Currently, there are five Streetlight Maintenance Assessment Districts with 167 Annexation Districts overall, although some Annexations are not assessed (see the following section for annexation exceptions):

District No. 1 consists of residential and non-residential developments located throughout the City and that are not included within a Los Angeles County Lighting Maintenance District. District No. 1 has 144 individual annexations encompassing approximately 6,840 parcels.

District No. 2 includes the Anaverde Master Planned Community. District No. 2 includes two annexations and approximately 1,460 parcels.

District No. 3 includes the Ritter Ranch Master Planned Community that encompasses currently only 48 parcels. The number of parcels at build out is expected to be approximately 6,500 parcels, although this number will likely be subject to revision once development resumes in this area.

District No. 4, similar to District No. 1, consists of residential and non-residential developments located throughout the City, that are not included within a Los Angeles County Lighting Maintenance District, and that were annexed on or after 2010. District No. 4 has 24 individual annexations including approximately 70 parcels.

District No. 5 also consists of residential and non-residential developments located throughout the City. The designation of "District No. 5" was used for the first time in Fiscal Year 2014/15 to identify the approximately 32,900 parcels within the City that were previously covered under the Los Angeles County Lighting Maintenance District No. 1616 (CLMD 1616). LA County administered the streetlights assessments and managed the streetlights improvements up to Fiscal Year 2013/14. Starting Fiscal Year 2014/15 the City took over these functions from the County.

The designation of the existing Districts is as follows:

District No. 1, located throughout the City includes Annexation Nos. 001; 003 through 007; 009; 011; 013 through 080; 082 through 092; 095 through 097; 099 through 111; 113 through 117; 119 through 132; 134 through 137; 139 through 141, 144 through 152, 154, 186, and 203.

District No. 2, located in the Anaverde Master Planned Community consists of two districts, 800 and 801. Starting in Fiscal Year 2012/13 the numbers assigned to the districts in Anaverde will be in the 800 series.

District No. 3, located in the Master Planned Community of Ritter Ranch consists of one district. Starting in Fiscal Year 2012/13 the numbers assigned to the districts in Ritter Ranch will be in the 900 series.

District No. 4, located throughout the City includes Annexation Nos. 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 172, 173, 174, 175, 178, 180, 184 and 193.

District No. 5, located throughout the City and includes only one district, No. 91616.

For a detailed description of the above-mentioned Districts and Annexations, see Section 7 of this Engineer's Report.

2.3 Annexation Exceptions and Other District Information

Per City Policy, the projects within the Districts and Annexations that have been issued construction permits and have begun construction will be assessed.

Annexation Nos. 002, 008, 010, and 012 have overlapping LA County lighting districts and are not assessed by the City.

Annexation Nos. 058, 077, 116, 119, 124, 130, 131, 132, 145, 147, 148, 150 and 151 will not be assessed for Fiscal Year 2010/11 and future years.

Annexation Nos. 146, 149 and 152 were assessed for the first time in Fiscal Year 2009/10.

Annexation Nos. 154 and 155 were assessed for the first time in Fiscal Year 2010/11.

Annexation No. 156 was assessed for the first time in Fiscal Year 2011/12.

Annexation Nos. 801 was assessed for the first time in Fiscal Year 2012/13.

Annexation Nos. 161 and 163 were assessed for the first time in Fiscal Year 2013/14.

Annexation Nos. 162 and 166 were assessed for the first time in Fiscal Year 2014/15.

Annexation Nos. 159, 164, and 167 were assessed for the first time in Fiscal Year 2015/16.

Annexation Nos. 144, 173 and 175 were assessed for the first time in Fiscal Year 2019/20.

Annexation Nos. 180 and 184 were be assessed for the first time in Fiscal Year 2020/21.

Annexation Nos. 070, 072, 121, 128, 139, 157, 158, 160, 165, and 169 will not be assessed until development starts.

Annexation Nos. 168 and 193 were assessed for the first time in Fiscal Year 2021/22.

Annexation Nos. 091, 095, 111, 129, 186 were assessed for the first time in Fiscal Year 2022/23.

Annexation 060 has been dissolved as of April 6, 2016. The homeowner's association will undertake the maintenance of all improvements and services beginning Fiscal Year 2016/17.

2.4 Process for Annual Assessment

In each subsequent year for which the assessment will be continued and as required by the procedures specified in the 1972 Act, an Engineer's Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The City Council must also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicates the general location of the assessment district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the resolution of intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the assessment. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

2.5 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments[1]:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011) (*Golden Hills*)[2] clarified this concept by stating, "*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits*."

The Court of Appeal in *Beutz v. County of Riverside* (2010) (*Beutz*)[3] quoted from the Legislative Analyst's Office pamphlet titled "Understanding Proposition 218" which states an agency must, "*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of 'general benefit.' This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*"

The Court in *Beutz* furthered this idea stating, "*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits*."

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) (*SVTA*)[4] clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real

[1] *California Constitution Article XIII D Section 4.*
[2] *Golden Hill Neighborhood Assn. v. City of San Diego CA4/1, D062203 (Cal. Ct. App. 2013)*
[3] *Beutz v. County of Riverside, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)*
[4] *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority, 44 Cal. 4th 431 (2008).*

property located in the district or to the public at large. The "public at large" includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) (*Tiburon)*[5], the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, "*Proportionate special benefit is the basis upon which a project's total assessable costs are apportioned among parcels within an assessment district.*"

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, "*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property*."

PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, "*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.*" Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017) *(Manteca)*[6] clarified this issue by stating, *"section 4, subdivision (a) of article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.*"

IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, "*Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.*"

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *"may be a legally justifiable approach to measuring and apportioning special benefits,* [but] *it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits, however, it must be both defensible and consistently applied*."

[5] *Bonander v. Town of Tiburon, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)*
[6] *Manteca Unified School District v. Reclamation District No. 17 et al, C077906 (Cal. Ct. App. 2017)*

3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the Districts defined in the Method of Assessment herein. Consistent with the Act, the improvements are generally described as follows:

1. The installation, maintenance, and servicing of local streetlight and traffic signal structures in close proximity, within approximately 90 feet, to certain lots and parcels which provide a direct special benefit to such lots or parcels.
2. The installation, maintenance, and servicing of peripheral streetlight and traffic signal structures which provide a special benefit to all the assessable parcels within the Districts and Annexations whether or not such parcels are in close proximity to such lighting.
3. The installation or construction of public lighting facilities, or the acquisition of any existing improvements.

Plans and Specifications for the improvements for the Districts are voluminous and are not bound in this Engineer's Report but by this reference are incorporated and made a part of this report. The Plans and Specifications are on file in the office of the Director of Public Works where they are available for public inspection.

Article XIII D of the California Constitution defines "maintenance and servicing expenses" as, "the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care and supervision necessary to properly operate and maintain a permanent public improvement". The improvement funding includes, but is not limited to, the removal, repair, replacement or relocation of light standards, poles, bulbs, fixtures and appurtenances, electrical energy, supplies, engineering and incidental costs relating to the maintenance and servicing of the local and peripheral lighting and traffic signal improvements benefiting the parcels within the Districts.

The improvements to be maintained and serviced within the Districts are to be part of the local and peripheral streetlight and traffic signal system of the City that confers special benefit to the Districts' parcels. The specific location of both local and peripheral streetlight and traffic signal improvements within the City can be found on the Streetlight Inventory Maps maintained by the City and on file in the office of the Director of Public Works where they are available for inspection. The City also maintains a lamp location list that is a tabulated listing of every street in the Districts by alphabetical order. Included in the items listed for each lamp are the exact location by street address number and lamp size.

Also included within the City streetlight system are traffic signals and highway safety lights (lights mounted on traffic signal poles). Traffic signal improvements may include both local and peripheral traffic signals. Local traffic signals are signals or portions thereof installed within the Districts. Peripheral traffic signals are portions of traffic signals installed outside of the Districts.

The improvements to be maintained and serviced within the Districts include Southern California Edison-owned streetlights within the right of way of the local public streets located within the boundaries of the Districts. These lights are all within close proximity to the parcels within the Districts and have been

identified as receiving local lighting benefit in the Method of Assessment, and as such, provide special benefit to these parcels.

Peripheral streetlight improvements are located outside of the Districts; however, they do benefit parcels within the Districts to some degree.

Specifications for streetlights, traffic signals, and their installation within the Districts are included within a previously executed contract by and between the City and Southern California Edison, a copy of which is available in the Engineering Services Division of the Public Works Department.

The local lighting and peripheral lighting costs assessed in the existing Los Angeles County Streetlight District are not assessed as a part of the Districts identified in this Engineer's Report. Only costs outside the existing Los Angeles County Streetlight District boundaries will be assessed as a part of the Districts.

All streetlight maintenance will be performed by Southern California Edison.[7]

[7] *As detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

4. ESTIMATE OF COSTS

The Fiscal Year 2023/24 estimated costs of maintenance and servicing the improvements as described in the Plans and Specifications are summarized below. The full itemized budget for the Districts is voluminous and is not bound in this Engineer's Report but by reference is incorporated and made a part of this Engineer's Report. The itemized budget is on file in the Department of Public Works, where it is available for public inspection. The tables below show the budget summary for the Districts.

Streetlight Maintenance Assessment Districts and Annexations Budget Budget Summary, Fiscal Year 2023/24	
Description	**Proposed FY 2023/24 Costs**
Streetlight Maintenance District No. 1 and No. 4	
Direct Maintenance Costs	$599,620
Utility Costs	372,000
Other Costs	181,100
Contribution To/From Reserves	89,902
Fiscal Year 2023/24 Amount to be Assessed	**$1,242,622**
Streetlight Maintenance District No. 2	
Direct Maintenance Costs	$86,710
Utility Costs	84,000
Other Costs	31,100
Contribution To/From Reserves	(21,819)
Fiscal Year 2023/24 Amount to be Assessed	**$179,991**
Streetlight Maintenance District No. 3	
Direct Maintenance Costs	$87,010
Utility Costs	0
Other Costs	17,020
Contribution To/From Reserves	(34,105)
Fiscal Year 2023/24 Amount to be Assessed	**$69,925**
Streetlight Maintenance District No. 5	
Direct Maintenance Costs	$2,117,702
Utility Costs	1,484,000
Other Costs	670,300
Contribution To/From Reserves	(1,034,541)
Fiscal Year 2023/24 Amount to be Assessed	**$3,237,461**
Total Fiscal Year 2023/24 Amount to be Assessed – All Districts	**$4,729,999**

A listing of the Districts containing the total Fiscal Year 2023/24 assessments, number of parcels to be assessed parcels, and the assessment rate per EDU is included in Section 8 of this Engineer's Report.

The following cost descriptions apply to the budget:

DIRECT COSTS

Maintenance Costs/Edison Costs. Labor, Material, and Equipment - Includes all labor, material, and equipment including electricity required to properly maintain and service the streetlight structures and appurtenant facilities within each District. All improvements within the Districts will be maintained and serviced on a regular basis.

Renovation. Repairs that are unforeseen and not normally included in the yearly maintenance cost. This may include repair of damage due to vandalism and traffic accidents. Planned upgrades of the improvements that provide a direct benefit to the Districts may also be included in renovation costs. [8]

UTILITY COSTS

Electricity. The furnishing of electricity required for the operation of the street lighting, applicable to service for the lighting of streets and highways of the lighting equipment and associated facilities.

OTHER COSTS

Personnel/Overhead. The cost of City staff for providing the coordination for Southern California Edison maintenance and servicing, responding to public concerns, and levying and collecting assessments. This includes reimbursement for time spent by Finance and Accounting, the City Attorney, the City Manager, and the Public Works staff.

Consultants. The cost of contracting with professionals to provide services specific to the levy and annual administration.

Professional Fees. These are the costs of contracting with professionals to provide any additional administrative or engineering services specific to the annexation such as the cost to prepare and mail notices of the public meeting and hearing, or preparation of assessment diagrams.

County Administration Fees. The costs charged by the County to place the assessments on the property tax rolls.

[8] *Costs descriptions as detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits to be derived from the installation, maintenance and servicing of the improvements throughout each District, as well as a description of the assessment methodology used to apportion the total assessment to properties within each District. ***Previous annual Engineer's Reports were prepared by a different engineer of record and language from the prior year Engineer's Report[9] has been referenced to describe the Method of Apportionment within the following section of this report.***[10]

The Districts consist of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this report and the parcels identified by the Assessor Parcel Numbers listed with the included levy roll. The parcel list includes all privately and publicly owned parcels with the boundaries. The method used for apportioning the assessment is based on the proportional special benefits to be derived by the properties in the Districts over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

5.1 Special Benefit

The improvements are expected to confer certain special benefits to parcels within each District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcel is more fully described as follows:

> *In the Districts, the streetlight and traffic signal improvements are installed by the developers/owners, subdividers of the land. The continued maintenance is guaranteed through the inclusion of the land into a streetlight maintenance district. If the installation of the improvements and the guaranteed maintenance did not occur, the individual lots would not have originated and could not have been sold to any distinct and separate owner. The origination of each distinct and separate lot is a special benefit, which permits the construction of a building or structure on the property and the ownership and sale of the distinct lot in perpetuity.*
>
> *All the lots are established at the same time once the conditions regarding the improvements and the continued maintenance are met. As a result, each lot within the Districts receives a special and distinct benefit from the improvements and to the same degree.*
>
> *Over time, the improvements continue to confer a particular and distinct special benefit upon parcels within the Districts because of the nature of the improvements. The proper maintenance of the streetlights and appurtenant facilities reduces property-related*

[9] *Method of Apportionment and subsections as detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020 ("Prior Engineer's Report").*

[10] *Method of Apportionment and subsections as detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

crimes, especially vandalism, against properties in the Districts. All of the above-mentioned items also contribute to a specific enhancement to each of the parcels within the Districts.

The *SVTA* decision clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits.

In addition to the special benefits described above (i.e., the origination of each parcel and reduction of crime) the proximate streetlights clearly make each parcel safer, more visible, more accessible, more useful, more valuable and more desirable; and this further strengthens the basis of these assessments.[11]

5.2 General Versus Special Benefit

General benefit is an overall and similar benefit to the public at large resulting from the improvements to be maintained by the assessments levied. Specific language describing the relationship and proportion of Special Benefit versus General Benefit from the Prior Engineer's Report has been included below:

The proceeds from the Districts are used to fund increased levels of maintenance to the Districts' improvements that serve and benefit the properties in the Districts. In the absence of the Districts, such improvements would not be properly maintained. Therefore, the Districts' purpose is to ensure that the necessary and beneficial public facilities for property in the Districts are properly maintained and repaired over time. The assessments will ensure that street lighting and associated improvements within and adjacent to the Districts are functional, well maintained and safe. These public resources directly benefit the property in the Districts and will confer distinct and special benefits to the properties within the Districts. Moreover, the absence of the improvements, a condition of development would not be met and future construction in the Districts could be denied. The creation of individual lots, if any, and the approval for construction in the Districts, is the overriding clear and distinct special benefit conferred exclusively on property in the Districts and not enjoyed by other properties outside the Districts. Therefore, the improvements provide special benefit to property in the Districts over and above the general benefits conferred to the public at large or properties outside the Districts.

Although the improvements maintained by the services may be available to the general public at large, the improvements and services are specifically designed, located and created to provide additional and improved resources for property inside the Districts, and not the public at large. Other properties that are outside the Districts do not enjoy the unique proximity and other special benefit factors described previously. These improvements and services are of special benefit to properties located within the Districts because they provide a direct advantage to properties in the Districts that would not be provided in the absence of the improvements. Any general benefits to surrounding properties outside of the Districts, if any there were, are collateral and conferred concomitantly. [12]

[11] *As detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020*

[12] *As detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

5.3 Quantification of General Benefit

Although the Prior Engineer's Report analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

The maintenance and servicing of these improvements is also partially funded, directly and indirectly from other sources including the City, Los Angeles County, and the State of California. This funding comes in the form of grants, development fees, special programs, and general funds, as well as direct maintenance and servicing of facilities (e.g. curbs, gutters, streets, drainage systems, etc.). This funding from other sources more than compensates for general benefits, if any, received by the properties within the Districts.

STEP 1 – CALCULATION OF GENERAL BENEFIT

The general benefits from this assessment may be quantified as illustrated in the following table.

Calculation of General Benefit[(1)]

Benefit Factor	Relative Weight	General Benefit Contribution	Relative General Benefit
Improved safety and security lighting for property	5	25%	1.25
Improved ingress and egress to property for vehicular traffic and pedestrians	5	25%	1.25
Creation of individual lots for development or approval of building improvements	90	0%	0
	100		2.5
	Total Calculated General Benefit =		**2.5%**

(1) Per the Prior Engineer's Report.

As a result, the City will contribute at least 2.5% of the total budget from sources other than the assessment. This contribution offsets any general benefits from the improvements and services.

STEP 2 – CALCULATE THE CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

Pursuant to the Prior Engineer's Report, the overall general benefit contribution is the sum of the following components:

The City owns, maintains, rehabilitates and replaces curb and gutter along the border of the Districts' improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the improvements. The contribution from the City towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 1%.

The City owns and maintains a storm drainage system along the border of the Districts' improvements. This system serves to prevent flooding and associated damage to the improvements and manage urban runoff including local pollutants loading from the improvements. The contribution from the City towards general benefit from the maintenance and operation of the local storm drainage system is conservatively estimated to be 1%.

The City owns and maintains local public streets along the border of the Districts' improvements. These public streets provide access to the improvements as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 1%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs and is conservatively estimated to contribute 25%.

Therefore, the total General Benefit is conservatively quantified at 2.5% which is more than offset by the total non-assessment contribution towards general benefit of 28%.

5.4 Method of Assessment

The development of an assessment methodology requires apportioning benefit based upon the relative special benefit for each property. The precise language from the Prior Engineer's Report has been provided below:

> *The Districts' assessments are based on land use so that property owners are assessed in proportion to the benefits received. The land uses defined below are descriptive of all parcels in existence within Districts in Fiscal Year 2009/2010. In the event there is a question regarding the land use designation of any parcel in the Districts, the Department of Public Works will be responsible for administratively assigning one of the land uses listed below.*

Land Use Definitions

Land Use Code	***Land Use Description***
RES	*Single family residential parcels that benefit from local lighting*
RES-X	*Single family residential parcels that do not benefit from local lighting*
CONDO	*Condominium or town home parcels that benefit from local lighting*
APT	*Multiple family residential parcels that benefit from local lighting*
APT-X	*Multiple family residential parcels that do not benefit from local lighting*
MH	*Mobile homes that benefit from local lighting*
MH-X	*Mobile homes that do not benefit from local lighting*
NONRES	*Non-residential parcels that benefit from local lighting*
NONRES-X	*Non-residential parcels that do not benefit from local lighting*
VACANT	*Parcels without a building or similar structure that benefit from local lighting*
VACANT-X	*Parcels without a building or similar structure that do not benefit from local lighting*
EXEMPT	*Parcels exempt by law from the assessment, or those parcels that do not benefit for the Districts and Annexations*

Properties that do not benefit from local streetlights are designated with an "X" in the Land Use Code, and are not assessed for local lighting, but are assessed for their share of the costs for peripheral lighting and engineering and incidentals.

Local Lighting Apportionment. *The special benefit from the maintenance, operation, and servicing of local streetlights within the Districts only accrues to those parcels within the Districts located in areas where such lighting is provided. Therefore, parcels outside the Districts and/or without local streetlights are not assessed for the cost of providing such maintenance. Generally, a parcel is determined to have local lighting provided if a streetlight is within approximately 90 feet of the parcel. However, parcels within the Districts, regardless of location, are considered to benefit from such improvements installed within the Districts.*

Regarding local lighting, there exists the core benefit of available lighting for every parcel in the Districts near a streetlight. This "Availability" benefit is apportioned to parcels in the Districts on a per parcel basis. In addition to this benefit, parcels in the Districts benefit from improved safety related to the parcel itself ("Safety to Property").

Safety to Property. *The Safety to Property benefit results in a special benefit to both residential and vacant non-developable parcels because local lighting maintenance, operation, and servicing provides for the protection of buildings and personal property against crime such as theft and vandalism. The Safety to Property benefit is apportioned to properties in the Districts based on relative property size as available from the City of Palmdale Planning Department.*

Local Traffic Signal Apportionment*. The special benefit from the maintenance, operation, and servicing of local traffic signals, including highway safety lights mounted on the traffic signals within the Districts is similar to the streetlights. However, traffic signals are typically installed outside of the development and therefore benefit the general public.*

Traffic signals are installed as a result of the increased traffic generated by the development. There is no safety to property benefit as a result of the traffic signals. Therefore, the determination of benefit for traffic signals will use the same table as streetlights without the safety to property component.

The following Table - Local Lighting Benefit Factors shows the breakdown of the benefit points assigned to each land use for those properties located in District Nos. 1 through 4.

Local Lighting Benefit Factors

Land Use Description	*Safety Benefit*	*Availability Benefit*	*Total Equivalent Dwelling Units (EDUs)*
Single Family Residential (SFR)	*0.75/unit*	*0.25/parcel*	*1.00 EDU/parcel*
Condominium	*0.55/unit*	*0.25/parcel*	*0.80 EDU/parcel*
Multi-family up to 20 units	*0.54/unit*	*0.25/parcel*	*0.54 EDU/unit + 0.25 EDU/parcel*
Multi-family more than 20 units	*0.45/unit + 1.80/parcel*	*0.25/parcel*	*0.45 EDU/unit + 2.05 EDU/parcel*
Mobile Home up to 20 units	*0.33/unit*	*0.25/parcel*	*0.33 EDU/unit + 0.25 EDU/parcel*
Mobile Home more than 20 units	*0.20/unit + 2.60/parcel*	*0.25/parcel*	*0.20 EDU/unit + 2.85 EDU/parcel*
Nonresidential	*2.50/acre*	*1.50/acre*	*4.00 EDU/net acre*
Vacant	*0.25/parcel*	*0.25/parcel*	*0.50 EDU/parcel*

An EDU (Equivalent Dwelling Unit) is used as a way to relate dissimilar land uses such as commercial and residential. As an example, one acre of commercial is approximately equal to 4 residential parcels.

Peripheral Streetlights/Traffic Signals Apportionment. *All parcels in the Districts receive a special benefit from the installation, maintenance, operation, and servicing of safety lighting and streetlights, and traffic signals on peripheral streets located outside of the Districts. The peripheral lighting, traffic signals, safety lighting and capital improvements (Arterial Lighting) are provided throughout the City and all properties in the Districts may easily access these improvements. In contrast to the Local Lighting, Peripheral Lighting benefits properties primarily because the properties are provided safe peripheral street access. Therefore, Peripheral Lighting benefits will be apportioned to parcels in the Districts on a per unit basis taking into account demographic population information.*

Vacant properties, which have no people residing on the property, also benefit from Peripheral Lighting because of the convenience associated with emergency vehicle access and other traffic that must use the arterial streets to service the vacant properties in the Districts. Therefore, vacant parcels are assigned a per parcel benefit point. Vacant parcels are assigned benefit points based on the core benefit attributable to every assessable parcel in the Districts from Peripheral Lighting of 0.25 benefit points per parcel.

The following Table - Peripheral Lighting Benefit Factors shows the breakdown of the benefit points assigned to each land use for all assessable property in the Districts.

Peripheral Lighting Benefit Factors

Land Use Description	*Total Benefit Points*
Single Family Residential (SFR)	*1.00 EDU/parcel*
Condominium	*0.85 EDU/parcel*
Multiple Family	*0.95 EDU/parcel*
Mobile Home	*0.40 EDU/unit*
Nonresidential	*1.00 EDU/7,200 square feet (parcel size)*
Vacant	*0.25 EDU/parcel*

The following Table – Local Traffic Signal Benefit Factors shows the breakdown of the benefit points assigned to each land use for all assessable property in the Districts.

Local Traffic Signal Benefit Factors

Land Use Description	*Total Benefit Points*
Single Family Residential (SFR)	*0.75 EDU/parcel*
Condominium	*0.68 EDU/parcel*
Multiple Family	*0.45 EDU/parcel + 0.25 per parcel*
Mobile Home	*0.20 EDU/unit + 0.25 per parcel*
Nonresidential	*2.50 EDU/acre*
Vacant	*0.25 EDU/parcel*

Peripheral streetlights and traffic signals will remain peripheral until such time as they fall within the Districts. At such time, the streetlight or traffic signal will be removed from the peripheral inventory and placed within the Districts local lighting inventory. The total assessment for a parcel is thus a combination of the local lighting, traffic signals, and peripheral lighting benefit factors. Each element (local streetlights, local traffic signals, and peripheral improvements) will be determined individually.

Local Streetlights. *Assessments for local street lighting will be determined using factors from the Table - Local Lighting Benefit Factors and the current EDU assessment rate to maintain local streetlights within each individual District.*

Peripheral Improvements. *Assessments for peripheral improvements will be determined using factors from the Table - Peripheral Lighting Benefit Factors and the current EDU assessment rate to maintain these peripheral improvements throughout the Districts.*

Local Traffic Signals. *Assessments for local traffic signals will be determined using factors from the Table - Local Traffic Signal Benefit Factors and the current EDU assessment rate to maintain traffic signals within each individual District.*

5.5 Assessment District No. 5 Benefit Factors

Starting with Fiscal Year 2014/15, the City took over the administration of the streetlight assessments and the maintenance of the streetlight improvements within Streetlight Assessment District No. 5 consisting of approximately 32,790 parcels of residential and non-residential developments located throughout the City that were previously covered under the Los Angeles County Lighting Maintenance District No. 1616 (CLMD 1616). Los Angeles County administered the streetlights assessments and managed the streetlights improvements up to Fiscal Year 2013/14.

District No. 5 was formed to provide for the financing of streets lights within District No. 5 boundaries after receiving approval by property owners in 2003. District No. 5 method of assessment assigns benefit units according to the Los Angeles County land use codes, as shown in the following table.

District No. 5 Benefit Factors

Use Code	Use Code Description	Benefit Units
01XX	SINGLE RESIDENCE	1.00
02XX	DOUBLE, DUPLEX, OR TWO UNITS	2.00
03XX	THREE UNIT SINGLE RESIDENCES	2.50
04XX	FOUR UNIT SINGLE RESIDENCE	3.50
05XX	FIVE UNITS OR MORE SINGLE RESIDENCES	4.00
06XX	MODULAR HOMES	1.00
07XX	MOBILE HOMES	1.00
08XX	ROOMING HOUSES	4.50
09XX	MOBILE HOME PARKS	8.00
10XX	COMMERCIAL	0.00
11XX	STORES	4.00
12XX	STORE AND OFFICE COMBINATIONS	4.00
13XX	DEPARTMENT STORES	8.00
14XX	SUPERMARKETS	8.00
15XX	SHOPPING CENTERS (NEIGHBORHOOD, COMMUNITY)	6.50
16XX	SHOPPING CENTERS (REGIONAL)	6.50
17XX	OFFICE BUILDINGS	3.00
18XX	HOTEL AND MOTELS	8.00
19XX	PROFESSIONAL BUILDINGS	3.00
20XX	COMMERCIAL	0.00
21XX	RESTAURANTS, COCKTAIL LOUNGES, TAVERNS	5.00
22XX	WHOLESALE AND MANUFACTURING OUTLETS	6.50
23XX	BANKS, SAVINGS AND LOANS	3.00
24XX	SERVICE SHOPS (ELECTRIC REPAIR, PAINT SHOP, LAUNDRY)	3.00
25XX	SERVICE STATIONS - FULL SERVICE	4.00
26XX	AUTO SERVICE SHOPS (BODY & FENDER COMMERCIAL GARAGE)	6.00
27XX	PATRON OR EMPLOYEE PARKING LOTS (COMMERCIAL USE PROPERTIES)	2.50
28XX	ANIMAL KENNELS	2.00
29XX	NURSERIES OR GREENHOUSES	2.00
30XX	INDUSTRIAL	0.00
31XX	LIGHT MANUFACTURING PLANTS/SHOPS	5.00
32XX	HEAVY MANUFACTURING PLANTS	6.50
33XX	WAREHOUSING, DISTRIBUTION, STORAGE (UNDER 10,000 SQ FT)	5.00
34XX	FOOD PROCESSING PLANTS	5.00
35XX	MOTION PICTURE, RADIO, AND TELEVISION INDUSTRIES	6.50
36XX	LUMBER YARDS	3.00
37XX	MINERAL PROCESSING PLANTS	5.50
38XX	PARKING LOTS (INDUSTRIAL USE PROPERTIES)	2.00
39XX	OPEN STORAGE	5.50
40XX	IRRIGATED FARMS	0.00

District No. 5 Benefit Factors

Use Code	Use Code Description	Benefit Units
41XX	IRRIGATED FRUITS AND NUTS ORCHARDS	1.00
42XX	IRRIGATED VINEYARDS	1.00
43XX	IRRIGATED VINE AND BUSH FRUIT FARMS	1.00
44XX	IRRIGATED TRUCK CROPS	1.00
45XX	IRRIGATED FIELD CROPS	1.00
46XX	IRRIGATED PASTURE	1.00
47XX	IRRIGATED DAIRY FARM	1.00
48XX	POULTRY FARMS	1.00
49XX	FEED LOTS	1.00
50XX	DRY FARMS	0.00
51XX	DRY FRUITS AND NUTS ORCHARDS	1.00
52XX	DRY VINEYARDS	1.00
53XX	DRY FIELD CROPS	1.00
54XX	DRY PASTURE	1.00
55XX	DRY TIMBERLANDS - PINE	1.00
56XX	DRY TIMBERLANDS - FIR	1.00
57XX	DRY TIMBERLANDS - REDWOOD	1.00
58XX	DESERT LANDS	1.00
59XX	WASTE LANDS	1.00
60XX	RECREATIONAL	0.00
61XX	INDOOR MOVIE THEATRES	5.00
62XX	WATER RECREATION	0.00
63XX	BOWLING ALLEYS	8.00
64XX	CLUBS, LODGES, FRATERNAL ORGANIZATIONS	4.00
65XX	ATHLETIC AND AMUSEMENT FACILITIES	6.50
66XX	GOLF COURSES	3.00
67XX	RACE TRACKS	3.00
68XX	CAMPS	3.00
69XX	ICE SKATING RINK	8.00
70XX	INSTITUTIONAL	0.00
71XX	CHURCHES	2.00
72XX	SCHOOLS (PRIVATE)	2.00
73XX	COLLEGES, UNIVERSITIES (PRIVATE)	6.50
74XX	HOSPITALS	6.50
75XX	HOMES FOR AGED AND OTHERS	3.00
76XX	SENIOR DAY CAE	0.00
77XX	CEMETERIES, MAUSOLEUMS, MORTUARIES	1.00
78XX	INSTITUTIONAL – OPEN	0.00
79XX	INSTITUTIONAL – OPEN	0.00
80XX	MISCELLANEOUS	0.00
81XX	COMMERCIAL & MUTUAL UTILITY: PUMPING PLANTS, STATE ASSESSED	2.00
82XX	MINING	0.00
83XX	PETROLEUM AND GAS	2.00
84XX	PIPELINES AND CANALS	0.00
85XX	RIGHTS-OF-WAY	0.00
86XX	WATER RIGHTS	0.00
87XX	RIVERS AND LAKES	0.00
88XX	GOVT OWNED PROPERTY - OPEN	0.00
89XX	DUMP SITES	1.00

5.6 Cost of Living Inflator

Annually, the amount of assessments for the Districts may be increased, based upon the Consumer Price Index, All Urban Consumers, for Los Angeles-Long Beach-Anaheim Area ("CPI"), as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor. The Assessment Engineer shall compute the percentage difference between the CPI for February of the current year and the CPI for the previous February and shall then adjust the existing assessment by an amount not to exceed such percentage for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Assessment Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living.

The increase of the assessment for Annexation Nos. 186 & 203 may not exceed 3%.

Alternatively, Assessment Districts Nos. 1, 2, 3, and 4 may use the Southern California Edison and California Public Utilities Commission (CPUC) approved rates for each light fixture adjustment schedule as the basis for adjustment of the annual rates. As a result, the assessment may be continued to be levied annually and may be increased by up to the maximum annual CPI adjustment (or CPUC adjustment for Assessment Districts Nos. 1, 2, 3, and 4), without any additional assessment ballot proceeding. Further, in the event that in future years the assessments are levied at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding. [13]

For Fiscal Year 2023/24, the maximum authorized assessment rates for the Districts (except Annexation Nos. 186 & 203) are increased by 5.10%, based on the increase of the February 2022 to February 2023 CPI, for All Urban Consumers in the Los Angeles-Long Beach- Anaheim Area, of 5.10%. The maximum authorized assessment rates for Annexation Nos. 186 & 203 for Fiscal Year 2023/24 is 3.00%.

5.7 Fiscal Year 2023/24 Maximum Assessment

The Fiscal Year 2023/24 maximum authorized assessment rates for the Districts are included in Section 8 of this Engineer's Report.

5.8 Duration of Assessment

The Districts were formed or annexed in previous years. It is proposed that the assessments be continued every year after their formation or annexation, so long as the public improvements need to be maintained and improved, and the City requires funding from the assessments for these improvements in each District. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

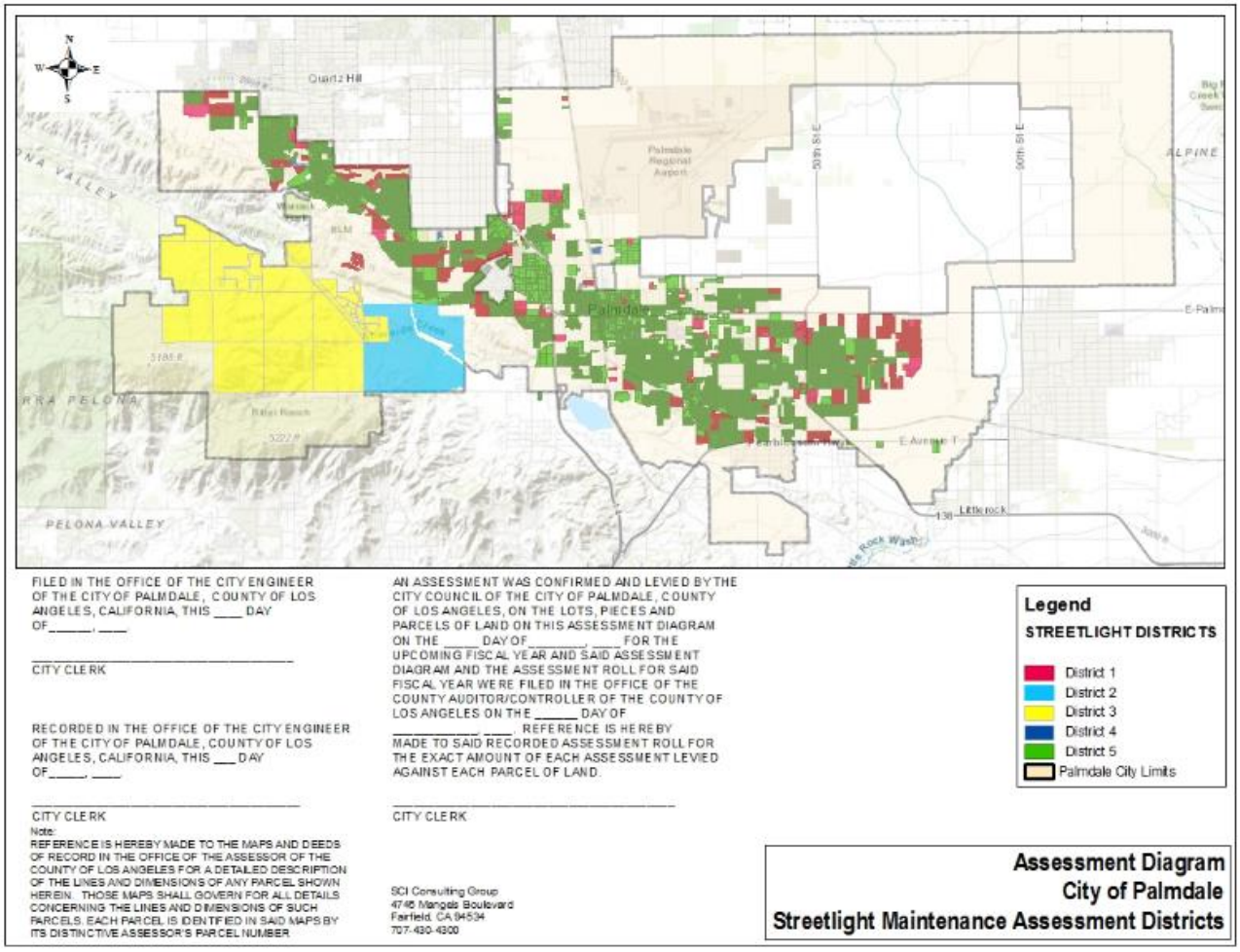
[13] *As detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

5.9 Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error, as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City of Palmdale Public Works department. Any such appeal is limited to correction of an assessment during the then current fiscal year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City of Palmdale Public Works Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City of Palmdale Public Works Engineer, or her or his designee, finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City of Palmdale Public Works Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City of Palmdale Public Works Engineer or her or his designee shall be referred to the Director of Public Works of the City of Palmdale, and the decision of the Director of Public Works of the City of Palmdale shall be final.

6. ASSESSMENT DIAGRAM

The boundaries of the Districts are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Districts and Annexations are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Engineer's Report was prepared, and are incorporated by reference herein and made part of this report.



7. STREETLIGHT MAINTENANCE DISTRICTS

The lights maintained for each District are shown in the table below.

District	Tract/ Parcel Map	Land Use	General Location	Net Commercial Acreage	Total Light Count	Traffic Signals Hwy Lights	Peripheral Lights
District No. 1							
2002-001	PM 25755	Com	Ave S and 47th St East	32.44	10	0	0
2002-002	45217, 46193, 46194	Res	35th St East & Fairfield	0.00	0	0	0
2002-003	49016-02 & 03	Res	30th St West & Club Rancho Dr.	0.00	42	0	0
2002-004	47935	Res	Rancho Vista Blvd & Ave O-8	0.00	67	0	0
2002-005	47115, 47116, 47117, 44544	Res	SW Corner of Ave R-8 & 65th St East	0.00	78	0	0
2002-006	52142-03	Res	Ave P-8 and 30th St West	0.00	68	0	0
2002-007	45573	Res	Ave P-4 and 20th St West	0.00	13	0	0
2002-008	46602	Res	SW Corner of Ave N-8 and 55th St West	0.00	0	0	0
2002-009	51989	Res	Ave N and 50th St West	0.00	4	0	0
2002-010	45566	Res	55th St West	0.00	0	0	0
2002-011	46394-01	Res	Rancho Vista Blvd and Ave O-8	0.00	27	0	0
2002-012	53522	Res	SW Corner of Ave M-12 and 55th St West	0.00	0	0	0
2002-013	49016-04	Res	Ave N-8 and 30th St West	0.00	20	0	0
2002-014	44402	Res	Ave R-11 and 57th St East	0.00	19	0	0
2002-015	52142-1 & 2	Res	NW Corner of Ave P-8 and 25th St West	0.00	80	0	0
2003-016	48014-01 & 02	Res	Ave P-8 and Summerwind	0.00	53	0	0
2003-017	43689, 43690 & 43691	Res	Rancho Vista Blvd and 11th St West	0.00	86	0	0
2002-018	51505	Res	SE Corner of Ave P-8 and 20th St West	0.00	41	0	0
2002-019	PM 26593	Com	SW Corner of Ave O-8 and 10th St West	38.77	10	0	0
2003-020	Albertson's/PM 26612	Com	Ave N and 50th St West	18.25	10	0	0
2002-021	49016-05	Res	SW Corner of Ave N-8 and 30th St West	0.00	25	0	0
2002-022	49016-08, 09	Res	SE Corner of Ave N-8 and Bolz Ranch Rd	0.00	49	0	0
2003-023	AVUHSD	N-Res	N of Ave S and W of 70th St East	51.62	23	0	0
2003-024	Palmdale School District	N-Res	S of Ave Q and E of 22nd St East	4.62	3	0	0
2002-025	53855, 54806	Res	Ave P-8 and 20th St West	0.00	36	0	0
2003-026	Kaiser Medical	Com	Ave S and 45th St East	15.16	11	0	0
2003-027	52490	Res	55th St West	0.00	13	0	0
2003-028	37560 Sierra Hwy/ Secure Mini-Storage	Comm	37560 Sierra Hwy	3.95	4	0	0
2003-029	49016-07	Res	Bolz Ranch Rd (golf course)	0.00	18	0	0
2003-030	44893	Res	SE Corner of Ave S and 52nd St East	0.00	52	0	0
2003-031	46036	Res	Fairway Dr and Hook St	0.00	6	0	0
2003-032	PM 26721	Comm	SW Corner of Ave O-8 and 10th St West	6.81	8	0	0
2003-033	48847	Res	SW Corner of Ave S-12 and 37th St East	0.00	34	0	0
2003-034	7672/ 17th St. E. & Ave. Q	Comm	NW Corner of Ave Q and 17th St East	4.48	5	0	0
2003-035	PM 26990/ Amargosa Commons	Comm	SW Corner of Rancho Vista Blvd and 10th St West	17.40	9	0	0
2003-036	Ana Verde School	N-Res	Ave R and Division	15.34	9	0	0
2003-037	45218-01	Res	30th St East and Railroad	0.00	54	0	0
2003-038	53608	Res	NW Corner of Ave S-12 and 30th St East	0.00	26	0	0
2003-039	46710	Res	Ave R-12 and 25th St East	0.00	19	0	0
2003-040	Esperanza School	N-Res	35th St West and Town Center Dr	10.51	5	0	0
2003-041	49016-06	Res	Club Rancho Drive and Champion	0.00	10	0	0
2003-042	46597	Res	SW Corner of Ave S-8 and 40th St East	0.00	30	0	0
2004-043	53869	Res	NE Corner of Ave Q-8 and Tierra Subida	0.00	36	0	0
2003-044	CUP 03-30/ Iglesia de Cristo Miel	N-Res	West side of 17th St East between Aves Q-14 and Q-15	1.05	5	0	0

District	Tract/ Parcel Map	Land Use	General Location	Net Commercial Acreage	Total Light Count	Traffic Signals Hwy Lights	Peripheral Lights
2003-044	CUP 03-30/ Iglesia de Cristo Miel	Comm	1675 E Avenue Q15	3.42	6	0	0
2004-045	Ponderosa School	N-Res	NW Corner of Pearblossom Hwy and 37th St East	12.80	10	0	0
2004-046	53857	Res	NW Corner of Bolz Ranch Rd and Sawgrass Dr	0.00	36	0	0
2004-047	53199	Res	NW Corner of Ave R and 60th St East	0.00	71	0	0
2004-048	60053	Res	NW Corner of Ave R and 40th St East	0.00	48	0	0
2004-049	Fairway BP	Comm	SW Corner of Ave O and Division St	55.18	61	0	0
2004-050	60070	Comm	Sierra Hwy between Ave R-8 and Ave S	7.14	6	0	0
2004-051	Granite Hills School	N-Res	SW Corner of Ave R-8 and 67th St East	9.29	5	0	0
2004-052	54058-01 & 02	Res	SE Corner Ave P-8 and 25th St West	0.00	101	1	0
2004-053	54075	Res	NW Corner Ave N-8 and 55th St West	0.00	11	0	0
2004-054	52489	Res	NE Corner Ave N-8 and 55th St West	0.00	16	0	0
2004-055	54399	Res	NE Corner Ave P-6 and 25th St West	0.00	42	0	0
2004-056	PM 60501	Comm	NE Corner Ave Q-8 and 5th St West	13.65	0	0	0
2004-057	60462	Res	Bolz Ranch Rd and Homeridge Dr	0.00	18	1	12
2004-058	53990	Res	Paradise Dr from Aves M-8 to M-12	0.00	12	0	0
2004-059	54383	Res	25th St East and Turner Dr	0.00	34	0	0
2004-060	52200 01 & 02	Res	W of Ave P-12 and 30th St West	0.00	125	0	0
2004-061	PM 27019	Comm	SE Corner of Ave O-4 and 10th St West	38.64	25	2	0
2004-062	54226	Res	SW Corner of Palmdale Bl and 60th St East	0.00	34	0	0
2004-063	60745	Res	SW Corner of Palmdale Bl and 58th St East	0.00	14	0	0
2004-064	53221	Res	NW Corner of 40th St East 300 feet N of R-6	0.00	36	0	0
2004-065	49147-01	Res	NW Corner of Ave R and 70th St East	0.00	59	0	0
2004-066	49147-02	Res	NW Corner of Ave R and 70th St East	0.00	10	0	0
2004-067	49147-03	Res	NW Corner of Ave R and 70th St East	0.00	22	0	0
2004-068	53067	Res	SW Corner of Palmdale Blvd and 55th St East	0.00	35	0	0
2004-069	60954	Res	SE Corner of Palmdale Blvd and 50th St East	0.00	42	0	13
2004-070	60926	Res	NW Corner of Ave R and 40th St East	0.00	20	0	11
2004-071	53921	Res	Whitecliff Street and Crane Court	0.00	20	0	0
2004-072	46755	Res	NE Corner Ave R-8 and 60th St E	0.00	10	0	0
2004-073	60128	Res	Rockie Lane Ave R-8 to Ave S	0.00	2	0	0
2004-074	060028 01 & 02	Res	SE corner of Ave R and 70th st East	0.00	2	0	0
2004-075	46757	Res	Palmdale Blvd, 65th St East, Ave R	0.00	160	0	0
2004-076	54339	Res	SE Corner of Ave M and 70th St West	0.00	62	0	0
2004-077	53920	Res	Fort Tejon Road N of SP RailRoad (50th East)	0.00	89	0	0
2005-078	National Storage	Com	NW Corner of Palmdale Bl and 35th St East	4.30	3	0	0
2005-079	44543	Res	SE Corner of Russ Place and 55th St East	0.00	22	0	0
2005-080	60588	Res	37th St E and San Antonio Dr	0.00	6	0	0
2005-082	52921	Res	SW Corner of Ave S and 60th St East	0.00	73	0	0
2005-083	61699	Res	Ave S2 and Julian Lane	0.00	15	0	0
2005-084	17042/ P-14 @ 6th Street E	Res	Ave P14 and 6th St East	0.00	8	0	0
2005-085	54301-01	Res	NE Corner of Ave M-8 and 70th St West	0.00	66	0	0
2006-086	60209	Res	70th and M	0.00	41	0	0
2005-087	61770	Res	SE Corner of Avenue S and Hillcrest Drive	0.00	22	0	0
2005-088	PM 23981/ Tommy's Burger	Com	Rancho Vista at Hwy 14	0.42	2	0	0
2005-089	54301	Res	NW Corner of Ave M-8 and 67th St West	0.00	72	0	0
2005-090	Palmdale Hospital	Com	Tierra Subida and Palmdale Blvd	29.66	16	0	0
2005-091	54209	Res	NE Corner of Ave R and 35th St East	0.00	51	0	0
2005-092	CUP 00-01/ Highland Church	Com	NW Corner of Rancho Vista Blvd and 20th St west	9.04	14	0	0
2005-095	60789	Res	SW Corner of Ave S-4 and 40th St East	0.00	7	0	0
2005-096	52029	Res	NW Corner of Pearblossom Hwy and 50th St East	0.00	45	0	0
2005-097	46356	Res	NW Corner of Pealblossom Hwy and 47th St East	0.00	56	0	0
2005-098	46394	Res	South of Rancho Vista between Cricket Lane and Ave O8	0.00	0	0	0
2005-099	46454	Res	SW Corner of 15th St West and Elizabeth Lake Road	0.00	79	0	0

District	Tract/ Parcel Map	Land Use	General Location	Net Commercial Acreage	Total Light Count	Traffic Signals Hwy Lights	Peripheral Lights
2005-100	CUP 03-02/ Tom's #27	Comm	S of Ave R, W of 47th St East	4.03	6	0	0
2005-101	62020	Res	Ave S and Downing Street	0.00	30	0	0
2005-102	49147-04	Res	Aver R, 65th St E to 70th St E	0.00	21	0	0
2005-103	49147-05	Res	Aver R, 65th St E to 70th St E	0.00	20	0	0
2005-104	49147-06	Res	Aver R, 65th St E to 70th St E	0.00	31	0	0
2005-105	62695	Res	Ave N-8 and Entar Drive	0.00	26	0	0
2005-106	52806	Condo	25th and 27th East approx 600 feet south of Palmdale Bl	0.00	24	0	0
2006-107	PM 62432	N-Res	South side of Rancho vista Blvd, West of Delson Drive	4.80	6	0	0
2006-108	SPR 5-04-1/ Vlm 145 Twin Palms Apt.	M-Fam	N of Ave Q4, E of 11th St East	0.00	11	0	0
2006-109	61488	Res	North of Ave R-6, West of 30th St East	0.00	13	0	0
2006-110	61610	Res	south of Palmdale Bl, west of 58th St East	0.00	16	0	0
2006-111	61611/61981	Res	north of Ave S, east of 65th East	0.00	40	0	0
2006-113	CUP 05-10/PM 62693	Comm	NE corner of Rancho Vista Blvd and Fairway Dr	3.64	6	0	0
2006-114	60511	Res	S of Avenue R, E of 40th St E	0.00	19	0	0
2006-115	62068	Res	North of Ave S and East of Rockie Lane	0.00	27	0	0
2006-116	54058-03	Res	SE Corner Ave P-8 and 25th St West	0.00	46	0	0
2006-117	60408	Res	south of Avenue M-12; west of 52nd St West	0.00	35	0	0
2006-119	Desert Willow School	N-Res	South of Ave S-8; east of 60th St East	18.00	16	0	0
2006-120	United Fellowship Church	Church	North of Ave R-12; west of 25th St East	9.87	5	0	0
2006-121	60431	Res	South of Columbia Way; west of 70 St West	0.00	130	0	0
2006-122	62974	Res	South of Ave Q and East of 40th St East	0.00	44	0	0
2006-123	51224	Res	So uth of Spanish Broom Dr between Firethorn Ave & Waltham Pl	0.00	60	0	0
2007-124	51451, & 51451-01	Res	N of Union Pacific rof W of Fort Tejon, E of 47th S E	43.16	94	0	0
2006-125	SPR 10-04-1	Comm	West side of 10th West 150 N. of Ave O8	5.75	9	0	0
2006-126	CUP 05-19	Comm	N Side of Ave S 300 ft wesdt of 47th St East	5.55	2	0	0
2006-127	53342	Res	West of Tilbury Dr and NW or Rancho Vista Blvd	0.00	36	0	0
2006-128	47510	Res	S of Ave R, E of Tackstem St	0.00	4	0	0
2006-129	63008	Res	636' s of Palmdale Bl, E of Chapelle St	0.00	12	0	0
2006-130	62213	Res	N of Ave S-4, W of 42nd Street East	0.00	21	0	0
2006-131	School	N-Res	26Th St E and 29th St E Ave R-10 and Ave R-12	12.52	13	0	0
2006-132	61045	Res	S of Palmdale Blvd West of 52nd Street East	0.00	47	0	0
2006-133	61941	Res		0.00	0	0	0
2006-134	61443	Res	N of Q4, East of 22nd Street East	0.00	9	0	0
2006-135	SPR 12-05-1/ Jonan Property Rancho Vista&12E	Comm	S of Rancho Vista Bl, E of 12th St E	9.57	10	0	0
2006-136	Professional Center	Comm	NW corner 10th St West and Avenue O-8	1.60	3	0	0
2006-137	SPR 4-06-6 Cielo Azul Senior Apts.	M-Fam	N or Avenue R, E of 27th st E	0.00	3	0	0
2006-139	49215	Res	S of Ave S-8, W od 42nd St E	0.00	2	0	0
2006-140	62490/66868	Condo	Corner of Rancho Vista Blvd & Extension of Tilbuty Dr	0.00	27	0	0
2007-141	PM 66322	Comm	N of Avenue R, W of 47th Street E	46.68	31	0	0
2007-143	62371	Res		0.00	0	0	0
2007-144	54058-4	Res	S of Ave P-8, W of 20th St. W	0.00	36	0	0
2007-145	50871	Res	NW Corner, Union Pacific and 60th St E	0.00	57	0	0
2007-146	CUP 05-30/Rite Aide	Comm	E of 47th St E, S of Ave R	4.69	6	0	0
2007-147	60162	Res	east of 60th St E, south of Tr 45705, W of Rockie Lane	0.00	7	0	0
2007-148	SPR 7-06-2	Comm	northeast corner of 30th St East and Ave R	0.00	8	0	0
2007-149	SPR 11-06-2	Comm	south of Palmdale Blvd 300ft E of 5th St E	1.94	4	0	0
2008-150	63412	Res	NE Corner of Ave. R and 60th St East	0.00	25	0	0
2008-151	PM 65044	Comm	NEC of Avenue S and 40th St. East	12.63	10	0	0

District	Tract/ Parcel Map	Land Use	General Location	Net Commercial Acreage	Total Light Count	Traffic Signals Hwy Lights	Peripheral Lights
2008-152	GD 07-66/ Northrop Grumman Federal CU	Comm	41943 Sierra Highway	5.11	4	0	0
2008-153	51451-02	Comm		0.00	0	0	0
2009-154	PM 69766/CUP 07-18	Comm	NEC of Avenue R and 47th St. East	12.54	10	0	0
2019-186	TR. 73740 Homes 4Famlies	Res	SEC of Division Street & Taintor Road	0.00	11	0	0
District No. 4							
2010-155	PM 070794/Gregg Anderson School	Comm/ Sch	Avenue N-8 / Rancho Vista Blvd	18.15	20	0	0
2010-156	18659/ AutoZone	Comm	North of Palmdale Blvd, South of Ave Q-7 & 31ST ST E	0.98	2	0	0
2012-157	7670-All Parts Auto Recycling	Comm	between 8th Street East & Sierra Hwy	18.49	6	0	0
2011-158	Vulcan Materials	Light Ind	along E Ave T, east of 70th St E	160.70	14	0	0
2013-159	David G.Millen Interm School	Comm/ Sch	N side of W Ave P-8, bw 23rd St W & 22nd St W	16.39	16	0	0
2012-160	1st United Methodist Church	Comm/ Chu	NE corner of Rancho Vista Blvd & 25th St W	11.56	10	0	0
2012-161	69008/ Palmdale TOD Apts	M-Fam	N of Ave Q bw 3rd St E & 6th St E	0.00	13	0	0
2012-162	Cruz Thru Carwash	Comm	39315 10th St W	1.32	1	0	0
2013-163	O'Reilly Automotive Stores	Comm	SE corner of E Palmdale Blvd & 12th St E	0.90	3	0	0
2013-164	AV Recycling	Light Ind	along Ave R-5 west of Tierra Subida	184.94	19	0	0
2013-165	66204-ALTA Community	Res	N side of AveR-8 bw 57th St E & Segovia Way	0.00	5	0	0
2013-166	Rancho Vista Market	Comm	3875 W. Rancho Vista Blvd.	9.31	10	0	0
2014-167	Family Dollar	Comm	3157 E Palmdale Blvd	0.97	1	0	0
2014-168	72222--Arco AM/PM	Comm	41155 10th St W	1.94	2	0	0
2015-169	68181	Res	north side of Ave S-4, bw Sylvam St & 45th St E	0.00	3	0	0
2015-170	APN 3008-037-063 (38461 10th St E)/ Congregation of Jehovah's Witnesses	Comm/ Chu	38461 10th St E	2.66	3	0	0
2016-172	APNs 3204-022-901,-903,-908,-909/ AVEK	Light Ind	6500 W Avenue N	21.48	2	0	0
2019-173	APN 3020-004-095/ Aerospace Academy	Comm	3300 East Palmdale Blvd	15.36	14	0	0
2017-174	APNs 3009-024-935,-936 / Courson Arts Colony	MFR	Ave Q-2, bw 9th St E and 10th St E	0.00	1	0	0
2017-175	APNs 3020-001-036 & -037/ Guidance Charter School	Comm	East Avenue R & 40th Street East	30.46	16	0	0
2017-178	portion of APN 3021-030-007/ Tractor Supply	Comm	3747 East Palmdale Blvd	3.83	7	0	0
2017-180	APN 3021-030-036	Comm	3851 E Palmdale Blvd NE corner of E Palmdale Blvd & 40th St	1.72	8	0	0
2019-184	Tract 73401 (APN 3015-011-035)	MFR	SE corner of E Ave Q, north of E Ave Q3, E of Orchird View Pla	0.00	13	0	0
2020-193	Edwards Federal Credit Union	Comm	39963 10th Street West	1.61	1	0	0

District No. 2							
2004-800	Anaverde	Res/ Comm	Avenue S	40.00	0	0	0
2012-801	61895-01	School/ Res	South of Avenue S and Greenbrier Street	10.54	10	0	0
District No. 3							
2006-900	Ritter Ranch	Res/ Comm	Elizabeth Lake Road	57.00	0	0	0
District No. 5							
91616	throughout the City	all types	throughout the City	951.51	14,299	0	0
Totals:				**2,167.87**	**18,592**	**4**	**36**

8. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2023/24, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

The following pages summarize the Fiscal Year 2023/24 assessments for the Districts and Annexations.

City of Palmdale
Streetlight Maintenance Assessment Districts and Annexations
Fiscal Year 2023/24 Assessment Roll Summary

District / Annexation	Parcel Count [1]	2023/24 EDUs per District	2023/24 Assessment Amount	2023/24 Actual Assessment Rate per EDU	2023/24 Maximum Assessment Rate per EDU
1	10	146.280	$18,113.79	$123.83	$123.83
2	0	0.00	0.00	0.00	0.00
3	104	104.000	12,878.32	123.83	123.83
4	132	132.000	16,345.56	123.83	123.83
5	159	159.000	19,688.97	123.83	123.83
6	156	156.000	19,317.48	123.83	123.83
7	45	45.000	5,572.35	123.83	123.83
8	0	0.00	0.00	0.00	0.00
9	19	19.000	2,352.77	123.83	123.83
10	0	0.00	0.00	0.00	0.00
11	49	49.000	6,067.67	123.83	123.83
12	0	0.00	0.00	0.00	0.00
13	49	49.000	6,067.67	123.83	123.83
14	53	53.000	6,562.99	123.83	123.83
15	161	161.000	19,936.63	123.83	123.83
16	86	86.000	10,649.38	123.83	123.83
17	144	144.000	17,831.52	123.83	123.83
18	72	72.000	8,915.76	123.83	123.83
19	8	137.120	16,979.53	123.83	123.83
20	7	67.480	8,356.03	123.83	123.83
21	70	70.000	8,668.10	123.83	123.83
22	158	158.000	19,565.14	123.83	123.83
23	1	206.480	25,568.41	123.83	123.83
24	1	18.480	2,288.37	123.83	123.83
25	72	72.000	8,915.76	123.83	123.83
26	5	60.640	7,509.04	123.83	123.83
27	21	21.000	2,600.43	123.83	123.83
28	1	15.800	1,956.51	123.83	123.83
29	49	49.000	6,067.67	123.83	123.83
30	122	122.000	15,107.26	123.83	123.83
31	13	13.000	1,609.79	123.83	123.83
32	5	25.560	3,165.07	123.83	123.83
33	74	74.000	9,163.42	123.83	123.83
34	1	17.920	2,219.03	123.83	123.83
35	6	64.600	7,999.38	123.83	123.83
36	2	61.360	7,598.20	123.83	123.83
37	92	91.500	11,330.44	123.83	123.83
38	78	78.000	9,658.74	123.83	123.83
39	43	43.000	5,324.69	123.83	123.83
40	1	42.040	5,205.81	123.83	123.83
41	51	51.000	6,315.33	123.83	123.83
42	64	64.000	7,925.12	123.83	123.83
43	67	67.000	8,296.61	123.83	123.83
44	1	16.560	2,050.62	123.83	123.83
45	1	51.200	6,340.09	123.83	123.83

City of Palmdale
Streetlight Maintenance Assessment Districts and Annexations
Fiscal Year 2023/24 Assessment Roll Summary

District / Annexation	Parcel Count [1]	2023/24 EDUs per District	2023/24 Assessment Amount	2023/24 Actual Assessment Rate per EDU	2023/24 Maximum Assessment Rate per EDU
46	64	64.000	7,925.12	123.83	123.83
47	153	153.000	18,945.99	123.83	123.83
48	108	108.000	13,373.64	123.83	123.83
49	16	217.800	26,970.11	123.83	123.83
50	1	28.560	3,536.58	123.83	123.83
51	2	37.560	4,651.05	123.83	123.83
52	185	185.000	22,908.55	123.83	123.83
53	25	25.000	3,095.75	123.83	123.83
54	21	21.000	2,600.43	123.83	123.83
55	79	79.000	9,782.57	123.83	123.83
56	8	50.760	6,285.57	123.83	123.83
57	41	41.000	5,077.03	123.83	123.83
58	0	0.00	0.00	0.00	0.00
59	62	62.000	7,677.46	123.83	123.83
61	11	140.360	17,380.73	123.83	123.83
62	70	70.000	8,668.10	123.83	123.83
63	32	32.000	3,962.56	123.83	123.83
64	85	85.000	10,525.55	123.83	123.83
65	78	78.000	9,658.74	123.83	123.83
66	34	34.000	4,210.22	123.83	123.83
67	59	61.000	7,553.63	123.83	123.83
68	66	66.000	8,172.78	123.83	123.83
69	78	78.000	9,658.74	123.83	123.83
70	0	0.00	0.00	123.83	123.83
71	38	39.000	4,829.37	123.83	123.83
72	0	0.00	0.00	123.83	123.83
73	38	38.000	4,705.54	123.83	123.83
74	372	372.000	46,064.76	123.83	123.83
75	388	388.000	48,046.04	123.83	123.83
76	83	83.000	10,277.89	123.83	123.83
77	0	0.00	0.00	0.00	0.00
78	1	17.200	2,129.87	123.83	123.83
79	46	46.000	5,696.18	123.83	123.83
80	15	15.000	1,857.45	123.83	123.83
82	168	168.000	20,803.44	123.83	123.83
83	38	38.000	4,705.54	123.83	123.83
84	40	40.000	4,953.20	123.83	123.83
85	90	90.000	11,144.70	123.83	123.83
86	40	40.000	4,953.20	123.83	123.83
87	33	33.000	4,086.39	123.83	123.83
88	1	0.830	102.77	123.83	123.83
89	90	90.000	11,144.70	123.83	123.83
90	3	118.640	14,691.18	123.83	123.83
91	93	93.000	11,081.88	119.16	119.16
92	1	35.600	4,408.34	123.83	123.83

City of Palmdale
Streetlight Maintenance Assessment Districts and Annexations
Fiscal Year 2023/24 Assessment Roll Summary

District / Annexation	Parcel Count [1]	2023/24 EDUs per District	2023/24 Assessment Amount	2023/24 Actual Assessment Rate per EDU	2023/24 Maximum Assessment Rate per EDU
95	16	16.000	1,981.28	123.83	123.83
96	106	106.000	13,125.98	123.83	123.83
97	92	92.000	11,392.36	123.83	123.83
99	174	174.000	21,546.42	123.83	123.83
100	2	4.030	499.03	123.83	123.83
101	66	66.000	8,172.78	123.83	123.83
102	60	60.000	7,429.80	123.83	123.83
103	52	52.000	6,439.16	123.83	123.83
104	58	58.000	7,182.14	123.83	123.83
105	42	42.000	5,200.86	123.83	123.83
106	204	163.200	20,208.24	123.83	123.83
107	1	95.000	11,763.85	123.83	123.83
108	1	16.000	1,981.28	123.83	123.83
109	1	16.000	1,981.28	123.83	123.83
110	5	32.000	3,962.54	123.83	123.83
111	59	29.500	3,652.69	123.83	123.83
113	1	14.560	1,802.96	123.83	123.83
114	28	28.000	3,467.24	123.83	123.83
115	50	50.000	6,191.50	123.83	123.83
116	0	0.00	0.00	0.00	0.00
117	2	45.000	5,572.34	123.83	123.83
119	0	0.00	0.00	0.00	0.00
120	3	39.480	4,888.79	123.83	123.83
121	0	0.00	0.00	123.83	123.83
122	62	62.000	7,677.46	123.83	123.83
123	117	117.000	14,488.11	123.83	123.83
124	0	0.00	0.00	0.00	0.00
125	1	23.000	2,848.09	123.83	123.83
126	2	22.000	2,724.26	123.83	123.83
127	1	96.000	11,887.68	123.83	123.83
128	0	0.00	0.00	123.83	123.83
129	41	41.000	5,077.03	123.83	123.83
130	0	0.00	0.00	0.00	0.00
131	0	0.00	0.00	0.00	0.00
132	0	0.00	0.00	0.00	0.00
134	2	17.000	2,105.10	123.83	123.83
135	1	38.280	4,740.21	123.83	123.83
136	1	6.400	792.51	123.83	123.83
137	1	18.600	2,303.23	123.83	123.83
139	0	0.00	0.00	123.83	123.83
140	11	343.200	39,114.45	113.97	113.97
141	16	186.720	23,121.47	123.83	123.83
144	204	204.000	25,261.32	123.83	123.83
145	0	0.00	0.00	0.00	0.00
146	3	16.520	2,045.66	123.83	123.83

City of Palmdale
Streetlight Maintenance Assessment Districts and Annexations
Fiscal Year 2023/24 Assessment Roll Summary

District / Annexation	Parcel Count [1]	2023/24 EDUs per District	2023/24 Assessment Amount	2023/24 Actual Assessment Rate per EDU	2023/24 Maximum Assessment Rate per EDU
147	0	0.00	0.00	0.00	0.00
148	0	0.00	0.00	0.00	0.00
149	1	7.760	960.92	123.83	123.83
150	0	0.00	0.00	0.00	0.00
151	0	0.00	0.00	0.00	0.00
152	1	20.440	2,531.08	123.83	123.83
154	8	43.800	5,423.71	123.83	123.83
186	56	112.000	3,402.56	30.38	30.38
203	1	17.200	7,565.24	439.84	439.84
TOTAL SLMD #1	**6,662**	**9,188.020**	**$1,128,901.40**		
155	1	73.600	$9,113.88	$123.83	$123.83
156	1	3.920	474.67	121.09	121.09
157	0	0.00	0.00	118.63	118.63
158	0	0.00	0.00	123.18	123.18
159	2	72.280	8,903.44	123.18	123.18
160	0	0.00	0.00	123.83	123.83
161	3	171.100	20,735.59	121.19	121.19
162	1	5.280	653.87	123.84	123.84
163	1	3.760	465.63	123.84	123.84
164	2	186.700	22,997.70	123.18	123.18
165	0	0.00	0.00	123.18	123.18
166	4	37.280	4,592.14	123.18	123.18
167	1	3.880	480.49	123.84	123.84
168	1	5.916	728.73	123.18	123.18
169	0	0.00	0.00	123.74	123.74
170	1	6.960	861.92	123.84	123.84
172	4	21.080	2,610.53	123.84	123.84
173	1	61.440	7,609.34	123.85	123.85
174	2	76.550	9,479.95	123.84	123.84
175	2	121.820	14,720.72	120.84	120.84
178	1	14.720	1,822.92	123.84	123.84
180	1	6.880	852.08	123.85	123.85
184	10	47.050	5,827.14	123.85	123.85
193	1	6.440	790.05	122.68	122.68
TOTAL SLMD #4	**40**	**926.656**	**$113,720.79**		
800	1,417	1,417.000	$172,236.35	$121.55	$121.55
801	2	63.918	7,754.52	121.32	121.32
TOTAL SLMD #2	**1,419**	**1,480.918**	**$179,990.87**		
900	44	44.000	$69,924.80	$1,589.20	$1,589.20
TOTAL SLMD #3	**44**	**44.000**	**$69,924.80**		
91616	31,589	34,920.311	$3,237,460.72	$92.71	$92.71
TOTAL SLMD #5	**31,589**	**34,920.311**	**$3,237,460.72**		
TOTAL ALL SLMDs	**39,754**	**46,559.905**	**$4,729,998.58**		

(1) Includes parcels levied and active parcels not yet subject to the assessment.

City Council Staff Report

DATE: **JUNE 07, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**

DISTRICT: **5**

SUBJECT: **APPROVE LEASE AGREEMENT BETWEEN THE CITY OF PALMDALE AND NEW CINGULAR WIRELESS DBA AT&T WIRELESS FOR A CELLULAR WIRELESS FACILITY LOCATED AT MCADAM MEMORIAL PARK**

ISSUE

Approve lease agreement between the City of Palmdale and New Cingular Wireless, dba AT&T Wireless, for a cellular wireless facility lease located at McAdam Memorial Park.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8298 with New Cingular Wireless, dba AT&T.
2. Authorize the City Manager or her designee to execute the Agreement with New Cingular Wireless.

BACKGROUND

The City of Palmdale entered into a lease agreement with New Cellular Wireless, dba AT&T Wireless, in 2002 for cellular telephone communication facilities at McAdam Memorial Park. The agreement was extended in 2013 for two consecutive five-year extensions. The facilities have been maintained and updated over the years by AT&T. AT&T has entered into similar leases with the City because of the generally favorable locations of parks and the less obtrusive visual impact that the towers have in parks (which are often collocated with ballfield lights or other already installed structures).

The lease will run for ten (10) years, with two automatic renewals for five (5) years each unless AT&T notifies the City six months in advance of its intent to not renew. AT&T will pay an annual lease payment of $36,000.00. The fee is payable in equal monthly installments. There is an annual cost of living adjustment (COLA) to the lease rate set at four percent per year, to be increased on each anniversary of the commencement date.

AT&T will be responsible for all construction, landscaping, utilities, and maintenance of their facilities for the term of the leases. AT&T is required to comply with all provisions of

the City municipal code, zoning ordinance and other State and local laws prior to any modifications at the site.

DISCUSSION

The agreement the City had with New Cingular Wireless (AT&T) has been beneficial to the City and its residents. AT&T has provided internet services to residents for the last 15 years from this wireless facility site. This has allowed for steady coverage for residents. This renewal will allow for this wireless facility to continue functioning. AT&T will pay the City monthly totaling $36,000 per year, with a four percent increase in lease payments each year of the agreement.

FISCAL IMPACT

AT&T has agreed to a one-time non-refundable payment to the City in the amount of $10,000.00 upon execution of the agreement. AT&T will pay an annual lease fee of $36,000.00, paid out in equal monthly installments for the McAdam Park site. AT&T will have an increase in lease fees of four percent each calendar year.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

Objectives

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

Prepared by:	Lynn Glidden, 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-8298

COMMUNICATIONS SITE LEASE AGREEMENT (A-8298)
BETWEEN
THE CITY OF PALMDALE AND NEW CINGULAR WIRELESS PCS, LLC

This Communications Site Lease Agreement ("Agreement") is made this __day of _____, 2023 between **The City of Palmdale, a California municipal corporation,** hereinafter designated "**LESSOR**" and **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, hereinafter designated "**LESSEE.**" LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties.**"

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of real property commonly known as McAdams Park, located at 38115 30th Street East, Palmdale, California 93550, Assessor's Parcel Numbers 3018-027-902 & 903, and legally described in Exhibit "A" attached hereto and incorporated herein by reference ("Property"). LESSEE is leasing from LESSOR a portion of the Property for the following uses (i) one (1) lease space containing approximately four hundred forty-eight (448) square feet, and (ii) additional access space sufficient for LESSEE'S use of LESSOR'S antenna support structure (the "Light Standard") and for cable runs to connect LESSEE'S equipment and antennas, together with the nonexclusive right for ingress and egress from and to the nearest public right of way, seven (7) days a week, twenty four (24) hours a day, subject to any restrictions stated herein, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve foot (12') wide right of way extending from the nearest public right of way, to the demised premises, said demised premises, easements and rights of way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and incorporated herein by reference.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey along with detailed site plans shall then become Exhibit "C" which shall be attached hereto and incorporated herein by reference, and shall control in the event of boundary and access discrepancies between it and Exhibit "B." Costs incurred for such work shall be borne solely by LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for ten (10) years ("Initial Term") and shall commence on the Commencement Date (defined below).

4. RENT. After the Commencement Date, rental payments will be due in an annual rental amount of Thirty-Six Thousand and 00/100 dollars ($36,000.00) to be paid in equal monthly installments of Three Thousand and 00/100 dollars ($3,000.00) per month ("Rent") on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. Rent shall commence upon January 7, 2023 ("Commencement Date"). If Rent is not paid within fifteen (15) days after the due date and provided LESSOR has complied with all applicable notice and cure provisions herein, LESSEE agrees to pay a late charge equal to six percent (6%) of the then-current monthly Rent. Rental amounts attributable to partial months shall be prorated on a daily basis. All Rent and Deposit monies shall be deposited according to the directions outlined in Exhibit "G" attached hereto and incorporated herein by reference.

5. ANNUAL RENTAL INCREASES. The Rent shall be subject to an annual rental increase of four percent (4%) per year, to be increased on each anniversary of the Commencement Date.

6. CAPITAL CONTRIBUTION. LESSEE shall make a single, one-time, non-refundable payment in the amount of Ten Thousand and no/100 Dollars ($10,000.00) to LESSOR within sixty (60) days of the Commencement Date, as set forth in that certain Letter Agreement, a sample of which is attached hereto as Exhibit "H" and incorporated herein by reference.

7. EXTENSIONS. LESSEE is granted options to extend this Agreement for up to three (3) additional five-year (5) terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive five (5) year Renewal Term unless LESSEE notifies LESSOR in writing of LESSEE'S intention not to extend this Agreement at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and any Renewal Terms are collectively referred to as the "Term." Subject to the approval of the City Manager, LESSOR, after the expiration of the first Renewal Term, reserves the right to deny any Renewal Term extension by providing LESSEE no less than six (6) months written notice prior to the expiration of any additional Renewal Term.

8. GOVERNMENTAL APPROVALS. It is understood and agreed that LESSEE'S ability to use the Premises is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or local authorities as well as satisfactory soil boring tests which will permit LESSEE'S use of the Premises as set forth herein. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action that would adversely affect the status of the Property with respect to the proposed use by LESSEE. The preceding sentence and this section do not apply to any other governmental approvals sought by LESSEE or any other party from the City of Palmdale including but not limited to land use approvals.

Prior to the Commencement Date, LESSEE shall have the right (but not the obligation) to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for LESSEE'S Facilities (as defined below and in Exhibit "D" attached hereto an incorporated herein by reference) and for the purpose of preparing for the construction of LESSEE'S Facilities. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by the governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE'S exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

9. APPROVAL OF PLANS. Prior to commencing construction of LESSEE'S Facilities (defined below), LESSEE shall obtain LESSOR'S approval as the property owner of LESSEE'S work plans; such approval shall be issued by the City Manager or his/her designee. LESSOR shall give such approval or provide LESSEE with its requests for changes, which changes must comply with all applicable building codes, in writing within thirty (30) working days of LESSOR'S receipt of LESSEE'S work plans. If LESSEE does not receive such approval or request for changes in writing within such thirty (30) day period, LESSOR shall be deemed to have disapproved the plans. LESSOR shall not be entitled to receive any additional consideration in exchange for giving its approval of LESSEE'S plans.

10. USE.

A. LESSEE may use the Premises for any lawful activity in connection with the provisions of communications services, including without limitation, the transmission, and the reception of radio communication signals on various frequencies and the construction, maintenance, and operation of related communications facilities. Accordingly, LESSEE shall have the right to construct, maintain, install, repair, and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements ("LESSEE'S Facilities"). All improvements shall be at LESSEE'S sole expense and the installation of all improvements shall be at the discretion and option of LESSEE, with LESSOR approval, which approval shall not be unreasonably withheld, delayed, or conditioned. Said approval shall be obtained from LESSOR prior to commencement of any construction, alterations, modifications or improvements pursuant to Section 9 above, and LESSEE agrees to submit architectural and engineering drawings ("Plans") of the equipment to be installed. LESSEE agrees that the installation and maintenance of LESSEE'S Facilities shall be affected with all reasonable diligence and precaution to avoid damage to the land, property, or personnel. Notwithstanding the foregoing, once the initial improvements are installed, LESSEE may replace, substitute, upgrade, and expand its equipment, cables, and antennas which comprise LESSEE'S Facilities for the purpose of repairing or upgrading the communications capabilities of LESSEE'S Facilities, with notice to LESSOR, so long as the equipment, cables, or antennas remain within the original physical parameters of the Premises. LESSEE shall not make any substantive physical and/or aesthetic changes to the Premises without the prior approval of LESSOR which shall not be unreasonably withheld, conditioned, or delayed. Any such changes are subject to the provisions of Section 13 contained herein below. LESSEE shall be responsible for the cost of any and all damage to park property including but not limited to turf, concrete and/or asphalt, buildings and/or apprentices to the extent caused by LESSEE regardless of negligence. LESSOR at its discretion may require LESSEE to repair and or replace said damages or contract for said services and bill LESSEE. The cost of said repairs can be subtracted from any deposits retained by LESSOR. LESSEE shall have the right to install any warning signs on or about the Premises required by federal, state, or local law.

B. LESSEE'S Facilities shall be constructed and maintained in a manner and with materials that are consistent with the approved plans for the project. The materials actually used must match up with the proposed materials and artistic renderings. Subject to the reasonable security procedures required by LESSOR outlined on Exhibit "D" as may be amended from time to time, LESSOR shall provide LESSEE, LESSEE'S employees, agents, contractors, subcontractors, and assigns with access to the Premises twenty-four (24) hours a day, seven (7)

days a week, at no charge to LESSEE. LESSOR represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to LESSEE to the extent required to construct, maintain, install, and operate LESSEE'S Facilities on the Premises, and to remove them therefrom. LESSOR shall, at its sole expense, maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access to the Premises by LESSEE. Except in cases of emergency, LESSEE agrees to provide twenty-four (24) hours' notices to LESSOR before any installation, maintenance, replacement or repair is to take place on the Premises. In the event that maintenance is required, such as the replacement of damaged or missing members, or the repainting of LESSEE'S Facilities, such maintenance must be completed by LESSEE within sixty (60) days of LESSEE'S receipt of notice that such repairs are needed. If the maintenance cannot be completed within sixty (60) days, LESSEE shall notify the LESSOR and provide a mutually agreeable repair schedule.

C. Intentionally Omitted.

D. The Light Standard is LESSOR'S real property referenced in this Agreement as part of the "Property," and the space on the Light Standard on which LESSEE installs its antennas, associated mounting apparatus and cabling therefore shall hereinafter be referred to as part of LESSEE'S "Premises," and shall be subject to all of the rights and obligations set forth in this Agreement. At no time shall the Light Standard be considered part of "Lessee's Facilities," as such term is used in this Agreement. LESSOR shall be solely responsible for the maintenance, repair, replacement of the Light Standard and all lights thereon, and all other ownership obligations relating to the Light Standard. In no event shall LESSOR be responsible for any of LESSEE'S fixtures and equipment that LESSEE may install on the Light Standard. Upon expiration or termination of this Agreement, LESSEE shall be required to remove all equipment, antennas, supporting equipment, structures, wiring, cabling and conduit from the Light Standard.

11. INDEMNIFICATION.

A. **LESSEE'S Indemnity**. LESSEE shall indemnify, defend and hold LESSOR its officers, employees, successors and assigns harmless from and against any and all loss, cost, claim, liability ("Claims") occurring on the Premises and arising out of or connected with the negligence or willful misconduct of LESSEE, its officers, agents, employees, or contractors, except for Claims arising out of (i) the negligence or willful misconduct of LESSOR, its officers, agents, employees, successors, assigns, or contractors; (ii) violation of law by LESSOR, its officers, agents, employees, or contractors; (iii) the breach of any duty or obligation by LESSOR under this Agreement; or (iv) any condition relating to the Premises which LESSEE has no obligation to repair or maintain.

B. **LESSOR'S Indemnity**. LESSOR shall indemnify, defend and hold LESSEE, its officers, employees, successors and assigns harmless from and against any and all loss, cost, claim, liability ("Claims") occurring on the Property and arising out of or connected with the negligence or willful misconduct of LESSOR, its officers, agents, employees, or contractors, including, but not limited to City Business as defined in Section 17 below, except for Claims arising out of (i) the negligence or willful misconduct of LESSEE, its officers, agents, employees, or contractors; (ii) violation of law by LESSEE, its officers, agents, employees, or contractors; (iii) the breach of any duty or obligation by LESSEE under this Agreement; or (iv) any condition relating to the Property which LESSOR has no obligation to repair or maintain.

C. **Limitation of Liability**. Except for indemnification pursuant to subsections A and B above, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. INSURANCE.

A. LESSEE shall carry and maintain during all Terms of this Agreement, at its sole cost, insurance to insure against liability of LESSEE and its employees arising out of, or in connection with, LESSEE'S use, occupancy, or maintenance of the Premises and LESSEE'S Facilities. LESSEE shall obtain, at its sole cost, and maintain for the period covered by this Agreement, the following insurance: (i) commercial general liability insurance policy per ISO form CG 00 01 or its equivalent with limits of $5,000,000 per occurrence and $5,000,000 in aggregate; LESSE may use any combination of primary and excess insurance to meet the total limits required; (ii) excess or umbrella liability insurance policy with limits of $5,000,000 per occurrence and in the aggregate; (iii) automobile liability insurance policy with limits of $1,000,000 each accident, including non-owned and hired automobile coverage; (iv) Property insurance or self-insurance (all risk of physical loss) covering the LESSEE'S Facilities in an amount equal to one hundred percent (100%) of the full replacement cost; LESSEE self-insures this risk; (v) Builder's risk insurance; and (vi) Worker's compensation insurance that meets California statutory requirements.

B. LESSEE shall include LESSOR, and LESSOR'S officers, agents, employees and volunteers as additional insured on its General Liability and Excess or Umbrella Liability policies by endorsement with respect to this Agreement, except for Worker's compensation insurance and LESSEE's self-insured property and builders' risk insurance.

LESSEE will provide at least thirty (30) days written notice to Lessor, of cancellation or non-renewal of any required coverage that is not replaced.

C. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. Exception may be made for the State Compensation Fund when not specifically rated.

D. LESSEE'S General Liability and Excess or Umbrella Liability policies must include the LESSOR as an additional insured by endorsement as respect to this Agreement the entities as set forth below including: "The City of Palmdale, Palmdale Community Redevelopment Agency, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, their officers, agents, employees, and volunteers."

E. LESSEE shall file Certificates of Insurance with LESSOR, evidencing the insurance coverage required by this section, prior to the Commencement Date and prior to LESSEE'S use of the Premises.

The Parties acknowledge that LESSOR is self-insured. LESSOR currently maintains and will continue to maintain on the Property, liability insurance for bodily injury and property damage insurance with a combined single limit of at least $1,000,000 per occurrence.

13. INTERFERENCE. LESSEE'S Facilities shall not disturb the communications configurations, equipment, and frequency, which exist on the Property on the date this Agreement is fully executed ("Pre-Existing Communications") and LESSEE'S Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). LESSOR shall not use, or permit the use of, any portion of the Property in any way, which interferes with LESSEE'S use of the Premises or encroaches upon the Premises. Such interference with LESSEE'S communications operations shall be deemed a material breach by LESSOR, and LESSOR shall have the responsibility to promptly terminate said interference. In addition to any other rights LESSEE may have hereunder, LESSEE shall have the right to bring legal action to enjoin such interference against the party causing any alleged interference and/or immediately terminate this Agreement. Notwithstanding the foregoing, Pre-Existing Communications operating in the same manner as on the date this Agreement is fully executed shall not be deemed interference. Subject to the above non-interference terms and conditions, LESSOR shall have the right to allow other communication facilities on the Property, excluding the Premises and Light Standard, so long as they do not interfere with LESSEE'S communication facilities.

14. REMOVAL UPON TERMINATION. LESSEE, upon expiration or earlier termination of this Agreement, shall, within ninety (90) days, remove all of LESSEE's Facilities and all personal property and otherwise restore the Premises to its original condition, at LESSEE's sole expense, reasonable wear and tear, and casualty damage excepted. Underground conduits and foundations may remain at LESSOR'S option. LESSOR agrees and acknowledges that all of the equipment and personal property of LESSEE shall remain the personal property of LESSEE and shall not be deemed fixtures, and LESSEE shall have the right to remove the same at any time during the Term of this Agreement. If such time for removal causes LESSEE to remain on the Premises past the aforementioned ninety (90) day period after the expiration or earlier termination of this Agreement, LESSEE shall pay Rent at the then existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of the LESSEE'S Facilities and all personal property are completed. LESSEE shall not remove LESSOR'S Light Standard, which Light Standard is at all times considered LESSOR's personal property and a fixture of the Property. In the event that LESSEE fails to remove its equipment within the ninety (90) day period outlined in this section, LESSEE shall become a Holdover tenant, and shall pay rent at a rate of One Hundred Fifty Percent (150%) of the Rent paid by LESSEE in the last month of the ninety- day period. Should LESSEE fail to remove its equipment within six (6) months of expiration or earlier termination of this Agreement, LESSOR may, at its option, remove LESSEE'S equipment, and LESSEE shall immediately reimburse LESSOR for the costs of removing LESSEE'S equipment on demand of LESSOR.

15. RECORDING AND QUITCLAIM DEED. If requested by LESSEE, LESSOR agrees promptly to execute and deliver to LESSEE a recordable Memorandum of this Agreement in the form of Exhibit "F" attached hereto and incorporated herein by reference. LESSEE agrees to execute and record a quitclaim deed or other instrument evidencing the termination of LESSEE'S interest in the Property upon the expiration or termination of this Agreement.

16. RIGHTS UPON SALE. N/A.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the Rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises, provided however, that LESSOR shall have the right and privilege to conduct City Business on the Property,

as necessary, as set forth in Section 25 below. "City Business" shall include, but not be limited to the following: minor maintenance, minor landscaping, minor construction, concessionaires, City sponsored events, and other routine activities associated with McAdams Park, located near the Premises. Any City Business will not interfere with or impair the operation of LESSEE'S Facilities.

18. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments, or impediments of title on the Property or affecting LESSOR'S title to the same and that there are no covenants, easements, or restrictions which prevent the use of the Premises by LESSEE as set forth above.

19. NO LIENS. LESSEE will not permit any mechanics or materialmen's liens on the Property for any labor or material furnished to LESSEE in connection with work performed. LESSEE shall have the right to contest the validity, nature, or amount of any such lien but, upon the final determination of such questions, shall immediately pay any adverse judgment rendered with all proper costs and charges and have the lien released at its own expense. If LESSEE desires to contest any such lien, then prior to commencing such contest, it will post a bond, where necessary, to release the lien.

20. MISCELLANEOUS LESSEE RESPONSIBILITIES.

A. Maximum Permissible Exposure – LESSEE shall comply with all present and future laws, orders and regulations relating to Maximum Permissible Exposure ("MPE") and other related health issues directly applicable to its operation of LESSEE'S Facilities, as well as the applicable American National Standards Institute (ANSI) standards. Without limiting the provisions of LESSEE'S indemnity contained herein, LESSEE, on behalf of itself and its successors and assigns, shall indemnify, defend, and hold harmless LESSOR from and against all claims of personal injuries due to violation of MPE to the extent such personal injuries are actually caused by LESSEE'S Facilities on the Premises alone and not in combination with the equipment of other communications carriers.

B. LESSEE shall maintain LESSEE'S Facilities and shall make all repairs to the Premises necessitated to keep the Premises safe. LESSOR may require LESSEE to make repairs to and/or replace damaged equipment of LESSEE'S Facilities and/or any parts thereto regardless of fault (including but not limited to damage caused by vandalism or acts of God) not later than one (1) week after said damage is reported to LESSEE, except for damage caused by LESSOR, its employees, agents, contractors or volunteers. This time period may be extended with written authorization from the Executive Director of Parks and Recreation. In the event such authorization is not given and repairs are not made within one (1) week, LESSOR may cause such repairs to be made including making said repairs and/or hiring a contractor to make said repairs. LESSOR may charge LESSEE for the cost of said services. Damage caused by graffiti shall be removed within forty-eight (48) hours notification to LESSEE by LESSOR. If said graffiti is not removed within the forty-eight (48) hour period, LESSOR may remove said graffiti and bill LESSEE for the cost of services.

C. LESSEE shall pay all taxes assessed directly against its equipment and all increases in LESSOR'S real property taxes or assessments directly attributable to installation of LESSEE'S Facilities or LESSEE'S use of the Premises, within sixty (60) days after receipt of satisfactory documentation indicating calculation of LESSEE'S share of such real estate taxes and

proof of payment provided that such amounts are in fact due within the said sixty (60) day period. LESSEE has the right to challenge any unreasonable tax assessment.

D. LESSOR grants LESSEE the right to obtain utilities for the operation of LESSEE'S Facilities. LESSEE shall be responsible directly to the serving entities for any and all utilities required by LESSEE for its use of the Premises. LESSOR shall cooperate with LESSEE in its efforts to obtain utilities from any location provided by LESSOR or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

E. LESSEE shall have the right to replace or repair LESSEE'S Facilities or any portion thereof during the Term of this Agreement. LESSEE will maintain the Premises in a good condition, reasonable wear and tear excepted.

21. Intentionally Omitted.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of California, with venue in Los Angeles County.

24. ATTORNEYS' FEES. The prevailing party in any legal action or lawsuit arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

25. ASSIGNMENT.

A. LESSEE will not assign or transfer this Agreement without the prior written consent of LESSOR, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, that LESSEE shall have the right to assign its rights under this Agreement, to any of LESSEE'S (i) partners, parents, subsidiaries, or successor legal entities, (ii) in connection with the sale, exchange, or other transfer of LESSEE'S FCC authorization for the geographic area in which the Premises are located or of majority of LESSEE'S network assets in the geographic area where the Premises are located, or (iii) in connection with any financing, loan, security interest, pledge, or mortgage of LESSEE'S property. Upon notification to LESSOR of such assignment, the assignor will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment for accrued defaults, if any, but no assignment by LESSEE shall be effective unless assignee assumes all performance, liability and obligations

hereunder (evidence thereof supplied to LESSOR).

B. LESSEE acknowledges and agrees that the City policy is to provide for co-location of communication tower facilities. LESSEE further agrees that LESSOR, and not LESSEE, shall retain ownership of any further lease rights with respect to co-location of communication facilities on the Property, and the Light Standard. LESSOR retains the authority and absolute right to enter into any agreement with another mobile/wireless communications provider to utilize another portion of the Property or a different light standard located thereon, provided such provider's use does not interfere with LESSEE'S use of the Premises or Light Standard, operations thereon and transmission and/or reception of communications signals therefrom. For avoidance of doubt, LESSEE shall not sublet any portion of LESSEE'S Premises.

26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:	The City of Palmdale c/o ATS Communications 4195 Chino Hills Parkway, #605 Chino Hills, CA 91709 Phone: (949) 305-7848
WITH A COPY TO CITY ATTORNEY:	The City of Palmdale City Attorney's Office 38300 Sierra Highway, Suite B Palmdale, CA 93550 Phone: (661) 267-5108
LESSEE:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration RE: Cell Site No.: CLU1838; Cell Site Name: 30 E /Ave R (**CA**) Fixed Asset No. 10086713 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319
WITH A COPY TO:	New Cingular Wireless PCS, LLC Attn: AT&T Legal Department – Network Operations RE: Cell Site No.: CLU1838; Cell Site Name: 30 E /Ave R (**CA**) Fixed Asset No. 10086713 208 S. Akard Street Dallas, TX 75202-4206

Notice shall be effective upon actual receipt or refusal to accept such notice.

27. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors, administrators and assigns of the Parties hereto.

28. RELOCATION RIGHT.

A. Any time after the expiration of the Initial Term, LESSOR shall have the one-time right, upon redevelopment of the Property, to relocate LESSEE'S Facilities to a mutually acceptable alternate space within the Property, if available; provided however, that such relocation shall (i) be at LESSOR's sole cost and expense, (ii) be performed by LESSEE or its agents, (iii) not result in any interruption of the communications service provided by LESSEE on the Property, (iv) not impair, or in any manner alter, the quality of communications service provided by LESSEE on and from the Property, and (v) be done in accordance with subsections B and C below. Upon relocation of LESSEE'S Facilities, the access and utility rights of way will be relocated as required, in the sole discretion of LESSEE, to operate and maintain LESSEE'S Facilities.

B. LESSOR shall exercise its relocation right under subsection A above by (and only by) delivering written notice (the "Notice") to LESSEE. In the Notice, LESSOR shall propose an alternate site within or on the Property to which LESSEE may relocate LESSEE'S Facilities. LESSEE shall have sixty (60) days from the date it receives the Notice to evaluate LESSOR'S proposed relocation site, during which period LESSEE shall have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If LESSEE fails to approve of such proposed relocation site in writing within the sixty (60) day period, LESSEE shall be deemed to have disapproved such proposed relocation site. If LESSEE disapproves such relocation site, then LESSOR may thereafter propose another relocation site by Notice to LESSEE in the manner set forth above. Any relocation site which LESSOR and LESSEE agree upon in writing shall be referred to as the "Relocation Site." LESSEE shall have a period of not less than twelve (12) months after execution of a written agreement between the parties concerning the location and dimensions of the Relocation Site to relocate LESSEE'S Facilities to the Relocation Site.

C. Upon relocation of LESSEE'S Facilities to the Relocation Site, the Parties agree to amend this Agreement to memorialize the Relocation Site. LESSOR and LESSEE agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of LESSEE. Except as expressly provided, LESSOR and LESSEE hereby agree that in no event will the relocation of LESSEE'S Facilities or any part thereof, under subsection A above, affect, alter, modify, or otherwise change any of the terms and conditions of this Agreement.

D. In the event of relocation by LESSOR pursuant to the terms of this Paragraph 28, LESSOR hereby acknowledges and agrees that LESSEE shall have no obligation (financial or otherwise) to relocate the Light Standard or any equipment or utilities of LESSOR or any City Entities or other sublessees or licensees located on such Light Standard.

29. DEFAULT. In the event there is a default by either party with respect to any of the provisions of this Agreement or its obligations under it, including the payment of Rent, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have thirty (30) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the non-

monetary cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the non-monetary cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or affect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this Section. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit. Should the defaulting party fail to cure the default within the time frame set forth herein, the non-defaulting party shall have the right to seek any and all remedies available to it under this Agreement, at law or in equity, including the right to terminate this Agreement upon written notice thereof to the defaulting party.

30. ENVIRONMENTAL.

A. LESSEE shall not bring any Hazardous Materials onto the Premises/Property, except for those contained in its back-up power batteries and generator, and common materials used in telecommunications operations. "Hazardous Materials" shall mean any substance, chemical or waste identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation, including petroleum and asbestos. LESSEE will treat and dispose of any Hazardous Materials brought onto the Premises/Property by it in accordance with all federal, state, and local laws and regulations.

B. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of LESSEE.

C. LESSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to Lessee's activity now conducted in, on, or in any way related to the Premises, unless such conditions or concerns are caused by the activities of LESSOR.

D. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR'S sole cost and expense, for all duties, responsibilities, and liability (including but not limited to payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and (ii) any environmental or

industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

E. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE'S sole cost and expense, for all duties, responsibilities, and liability (including but not limited to payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (i) LESSEE'S failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by LESSOR; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises resulting from the activities conducted thereon by LESSEE, unless such environmental conditions are caused by LESSOR.

31. CASUALTY. In the event of damage by fire or other casualty to the Premises, not caused by LESSEE or LESSEE'S operations, that cannot reasonably be expected to be repaired within sixty (60) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE'S operations at the Premises for more than sixty (60) days, then LESSEE may at any time following such fire or other casualty, terminate this Agreement upon twenty (20) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. If LESSEE decides not to terminate this Agreement, Rent shall be abated proportionally to the reduction of use, unless the damage was caused by LESSEE, in which case LESSEE is still responsible for the entire Rent.

32. CONDEMNATION. In the event of any condemnation of the Premises, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses, and any other amount recoverable by LESSEE under condemnation law (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

33. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

34. APPLICABLE LAWS. LESSEE shall use the Premises for the use described herein in accordance with applicable laws, rules, and regulations. LESSOR agrees to keep the

Property in conformance with all applicable, laws, rules, and regulations and agrees to reasonably cooperate with LESSEE regarding any compliance required by LESSEE in respect to its use of the Premises.

35. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement, which require performance subsequent to the termination, or expiration of this Agreement shall also survive such termination or expiration.

36. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

37. PROPERTY SPECIFIC ACCESS RULES/REGULATIONS. To the extent that such rules are not inconsistent with or do not interfere with LESSEE'S rights herein, LESSEE agrees to abide by all rules and regulations of the Property and Premises imposed by LESSOR as set forth in Exhibit "D", attached hereto, as the same may be changed from time to time upon reasonable notice to LESSEE. These rules and regulations are specific to the Property and are imposed to ensure the proper maintenance, good order and reasonable use of the Premises and Property and as may be necessary for the enjoyment of the Premises and Property by both parties hereto.

38. POWERING DOWN DURING MAINTENANCE / REPAIR. LESSEE agrees that during all maintenance on the Light Standard by LESSOR or other lessees or users of the Light Standard, while following the procedures and guidelines set forth by the Occupational Safety and Health Administration (OSHA) and the FCC implementing the National Environmental Policy Act of 1969, when continuing transmission is deemed unsafe for maintenance personnel (based upon standards promulgated by a governmental authority having jurisdiction over LESSEE) due to radiation, the effected transmitters of LESSEE will be turned off until the unsafe condition no longer exists. The earliest practicable notice will be given to LESSEE using the information in Exhibit "E" attached hereto and incorporated herein by reference, as applicable.

39. TERMINATION.

A. Compelled Termination: If, during the lease Term, there is a determination made pursuant to an un-appealable order of a county, state, or national governmental health agency having proper jurisdiction over LESSEE'S operations that LESSEE'S use of the Premises poses a human health hazard which cannot be remedied and that LESSEE must cease all operations on the Premises, then LESSEE shall immediately cease all operations on the Premises and this Agreement shall terminate as of the date of such order. In the event the Federal Communications Commission, or any successor agency, makes a determination which is final and non-appealable or which is affirmed and becomes final after the exhaustion of all available appeals concluding that LESSEE'S use as set forth in this Agreement presents a material risk to the public health or safety and that LESSEE must cease all operations on the Premises, LESSOR may terminate this Agreement upon fourteen (14) days' notices to LESSEE.

B. Termination by LESSEE: LESSEE may terminate this Agreement by notice to LESSOR if (i) LESSEE does not obtain all permits, consents, easements, non-disturbance

agreements or other approvals (collectively "Approval") reasonably desired by LESSEE or required from any governmental authority or any third party related to or reasonably necessary to operate, install, maintain, replace, or remove LESSEE'S Facilities, or if any such Approval is canceled, expires or is withdrawn or terminated without any fault of LESSEE, or (ii) LESSOR fails to have proper ownership of the Premises or the authority to enter into this Agreement, or (iii) for any reason or no reason after the first ten (10) years, only with twelve (12) months' written notice to LESSOR, or (iv) the Property or LESSEE'S Facilities are, or become, unacceptable under LESSEE'S design or engineering specifications for LESSEE's Facilities or the communications system to which LESSEE'S Facilities belong, so long as LESSEE pays LESSOR a termination fee equal to six (6) month's Rent, or (v) LESSOR fails to cure a default pursuant to Section 29. Upon termination, all prepaid Rent shall be retained by LESSOR, unless termination is pursuant to (ii) above or (v) above as the result of LESSOR'S default.

C. Termination by LESSOR: After giving written notice to LESSEE, LESSOR may terminate this Agreement at any time during the Term of the Agreement if LESSEE fails to perform any of its obligations pursuant to this Agreement (including all attached Exhibits/Attachments) after reasonable time to cure as set forth in Section 29, or should LESSOR determine that it needs the Premises for a public purpose.

40. MISCELLANEOUS PROVISIONS.

A. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and each party shall indemnify the other fully, including reasonable costs and attorney's fees, for any injuries or damages incurred in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

B. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

C. LESSOR shall not have unsupervised access to LESSEE'S equipment and LESSEE'S Facilities, except in cases of exigent circumstances or emergency situations.

D. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third-party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien ; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings, except to the extent the cost of such Collateral has been reimbursed by an additional communications provider pursuant to Paragraph 25(b), above.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date and year first above written.

CITY:

ATTEST:

THE CITY OF PALMDALE,
a California municipal corporation

_____ _____

City Clerk City Manager

APPROVED AS TO FORM:

_____ _____

City Attorney Director of Public Works

LESSEE:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Printed Name: _____
Its: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION
OF THE PROPERTY

All that certain real property located in the County of Los Angeles, State of California, being more particularly described as follows:

LOTS 19 TO 22, INCLUSIVE, IN SECTION 30, TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, PALMDALE COLONY CO., IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52, PAGE 71 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THE COUNTY OF LOS ANGELES ALL OIL, GAS, HYDROCARBONS OR OTHER MINERALS, IN AND UNDER THE ABOVE DESCRIBED PARCEL OF LAND WITHOUT THE RIGHT OF SURFACE ENTRY FOR DEVELOPMENT THEREOF.

EXHIBIT B

DESCRIPTION OF THE PREMISES

SEE ATTACHED

SCALE NOTE
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.

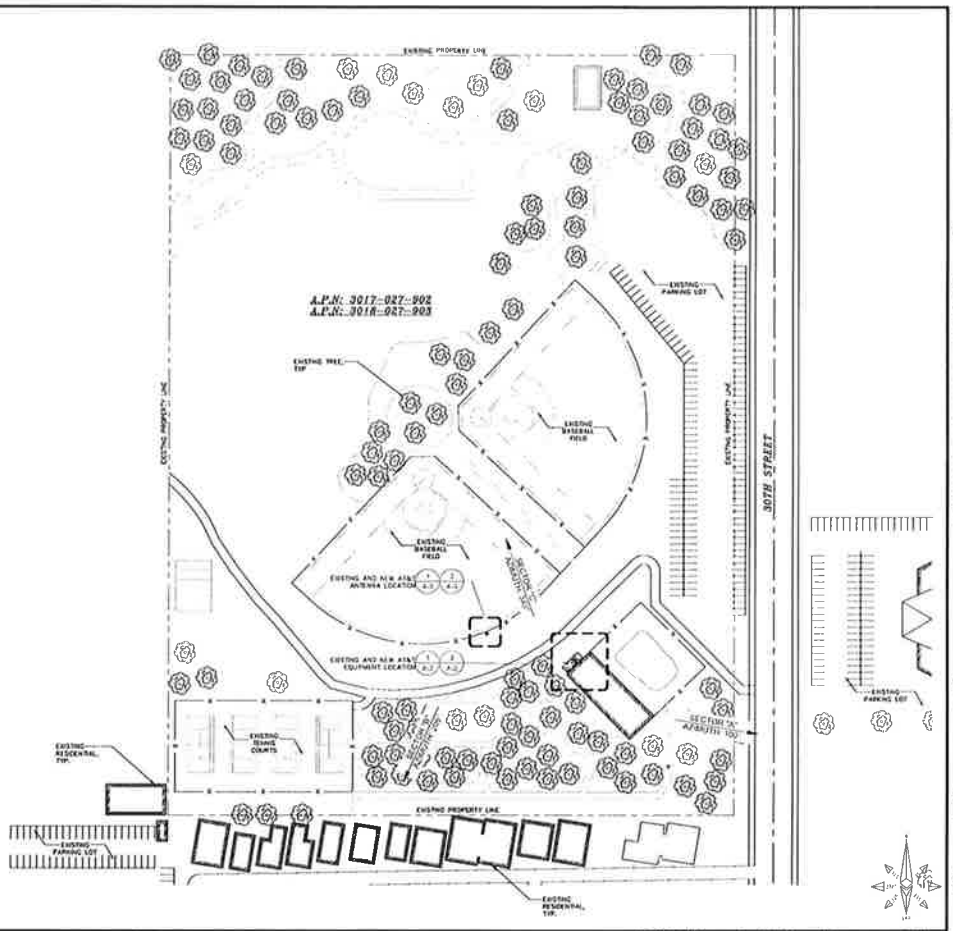
GENERAL NOTES

1. THE EXISTING FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE.
2. THE EXISTING FACILITY IS UNMANNED AND IS NOT FOR HUMAN HABITAT. (NO HANDICAP ACCESS IS REQUIRED)
3. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS
4. NO NOISE, SMOKE, DUST OR ODOR WILL RESULT FROM THIS PROPOSAL.
5. OUTDOOR STORAGE AND SOLID WASTE CONTAINERS ARE NOT NEW.
6. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS
7. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATION.
8. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTION REQUIRED FOR CONSTRUCTION
9. SUBCONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
10. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND DRAWINGS PROVIDED BY THE SITE OWNER. SUBCONTRACTOR SHALL NOTIFY AT&T OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION

SITE WORK GENERAL NOTES

1. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING & EXCAVATION
2. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
3. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
4. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AREAS
5. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
6. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION
7. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING, OWNER AND/OR LOCAL UTILITIES
8. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, COMPOUND OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE AND STABILIZED TO PREVENT EROSION AS SPECIFIED IN THE PROJECT SPECIFICATIONS
9. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
10. ADD ELECTRICAL CONNECTIONS IN THE PUBLIC RIGHT OF WAY SHALL BE INSTALLED UNDERGROUND TO THE NEAREST UTILITY POLE.
11. NO WORK SHALL BE DONE WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT THE PRIOR APPROVAL AND PERMIT FROM THE ENVIRONMENTAL AND PUBLIC WORKS MANAGEMENT DEPARTMENT – ADMINISTRATIVE SERVICES
12. CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ALL DAMAGED OFFSITE IMPROVEMENTS CAUSED BY CONSTRUCTION. CALL PUBLIC WORKS INSPECTOR FOR INSPECTION OF OFFSITE IMPROVEMENTS AT SUBSTANTIAL COMPLETION OF ONSITE WORK
13. NO CONSTRUCTION DEBRIS SHALL BE SPILLED OR STORED ONTO PUBLIC RIGHT-OF-WAY.
14. NO RUNOFF TO ADJACENT OR WATERS IS ALLOWED IN WATER LEAVING THE SITE.
15. ALL SITE UTILITIES SHALL BE CONSTRUCTED UNDERGROUND TO THE NEAREST POLE.
16. ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED FOR OFF-SITE IMPROVEMENTS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

DISCLAIMER NOTE
EUKON GROUP HAS PERFORMED A SITE PLAN WITHOUT THE BENEFIT OF A LAND TOPOGRAPHIC SURVEY. PROPERTY LINES, NORTH/SOUTH UTILITY RUNS OF CONSTRUCTION/PROJECT APPURTENANCES SHOWN ON THESE PLANS ARE ESTIMATES. EUKON GROUP HEREBY RECOMMENDS, AS PART OF FUTURE DUE DILIGENCE, THAT THE PROPERTY TO VERIFY THE MEASUREMENTS FOR ACCURACY.



SITE PLAN

SCALE: 1"=40'-0"

APPLICANT
The new at&t
1452 LOANGER AVENUE,
2ND & LOOM
PUSTIN, CA 92780

DESIGNER
Eukon
an RFC Communications, Inc. Company
65 POST, SUITE 1090
IRVINE, CA 92618
TEL (949) 553-8566
www.eukengroup.com

THE PROPRIETARY INFORMATION CONTAINED HEREIN IS THE SOLE PROPERTY OF EUKON GROUP AND SHALL NOT BE REPRODUCED OR DISCLOSED TO ANY OTHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF EUKON GROUP. ANY USE OR DISCLOSURE OTHER THAN AS DESCRIBED HEREIN WITHOUT THE EXPRESS WRITTEN CONSENT OF EUKON GROUP IS STRICTLY PROHIBITED. THESE PLANS ARE AND SHALL REMAIN THE PROPERTY OF EUKON GROUP. THE SALE OF ANY COPY OF THESE PLANS IS EXPRESSLY PROHIBITED.

DRAWN BY: AS
CHECKED BY: JD

REVISIONS

REV	DATE	DESCRIPTION
1	05/24/22	CITY REVISIONS
C	03/24/22	100% CONSTRUCTION DRAWING
A	01/04/22	90% CONSTRUCTION DRAWING

LICENSURE

PROJECT INFORMATION

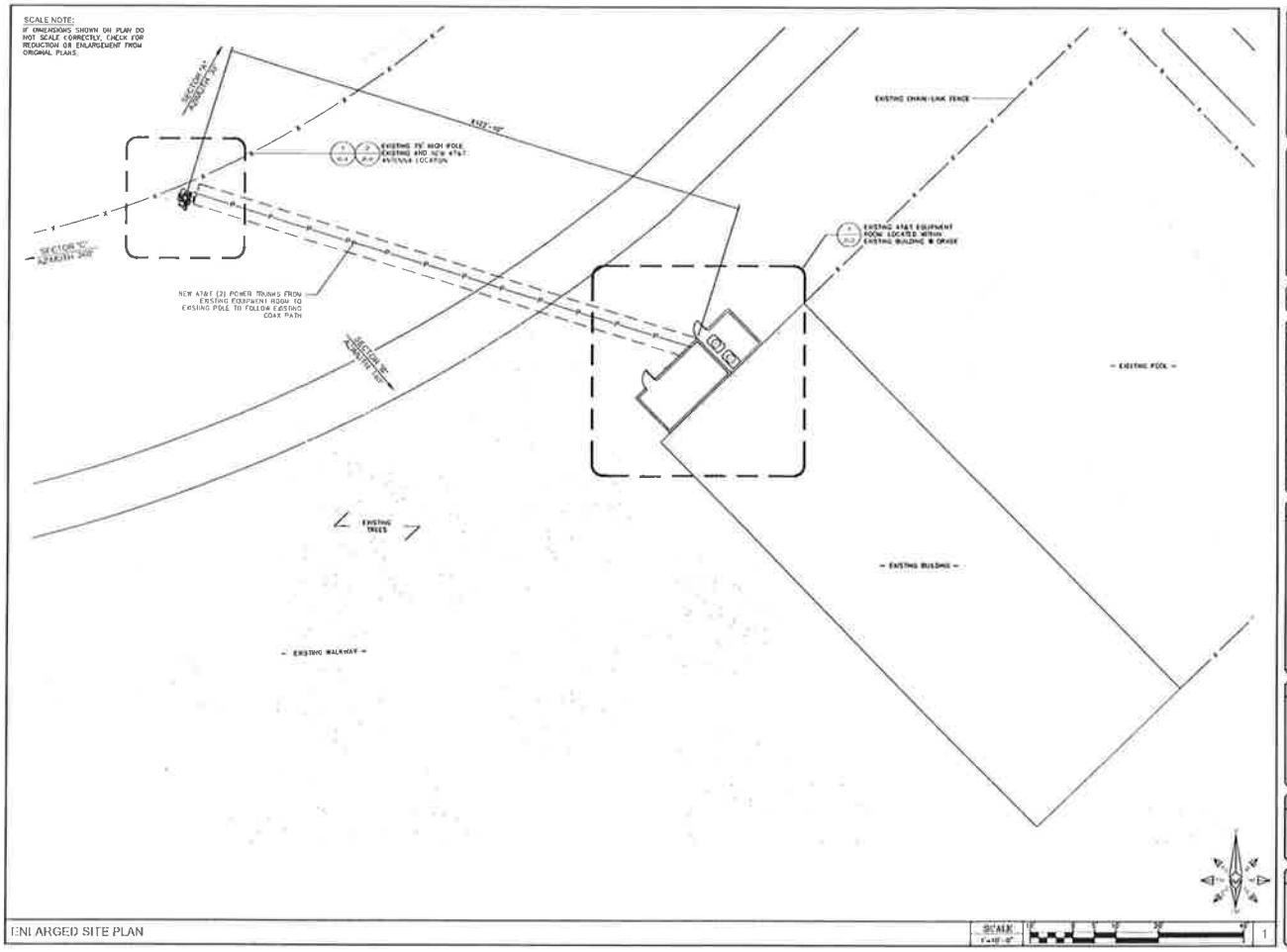
FA LOCATION: 10086713(CLU1838)
30 E/AVE R
38115 30TH STREET E
PALMDALE, CA 93550

SHEET TITLE

SITE PLAN

SHEET NUMBER

A-1



ENLARGED SITE PLAN

SCALE: 1/16" = 1'-0"

APPLICANT:
The new at&t
1452 EDINGER AVE
TUSTIN, CA 92780

ENGINEER:
Eukon
65 POST SUITE 1000
IRVINE, CA 92618
TEL: (949) 583 8586

DRAWN BY: AO/ER
CHECKED BY: AO

REV	DATE	DESCRIPTION
1	12/15/15	RF / CM COMMENTS
0	09/24/15	100% CONSTRUCTION DRAWING
B	08/28/15	CA COMMENTS
A	08/19/15	90% CONSTRUCTION DRAWING

LICENSE:
No. 48499
Exp. 6-30-16

PROJECT INFORMATION:
LA0347 (CLU1838)
MCADAMS PARK
38115 30TH ST. E
PALMDALE, CA 93550

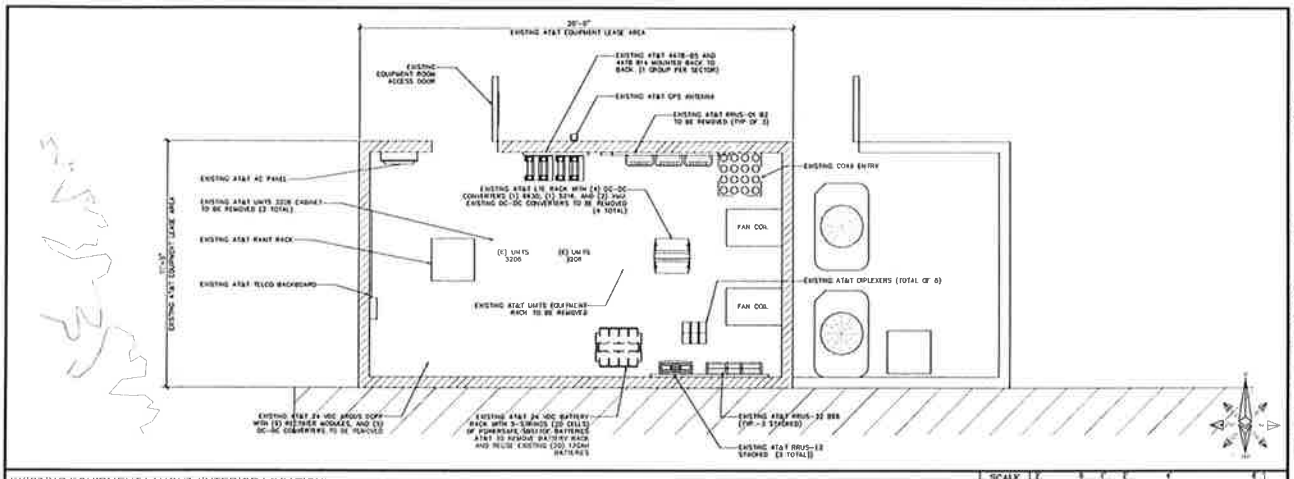
SHEET TITLE:
ENLARGED SITE PLAN

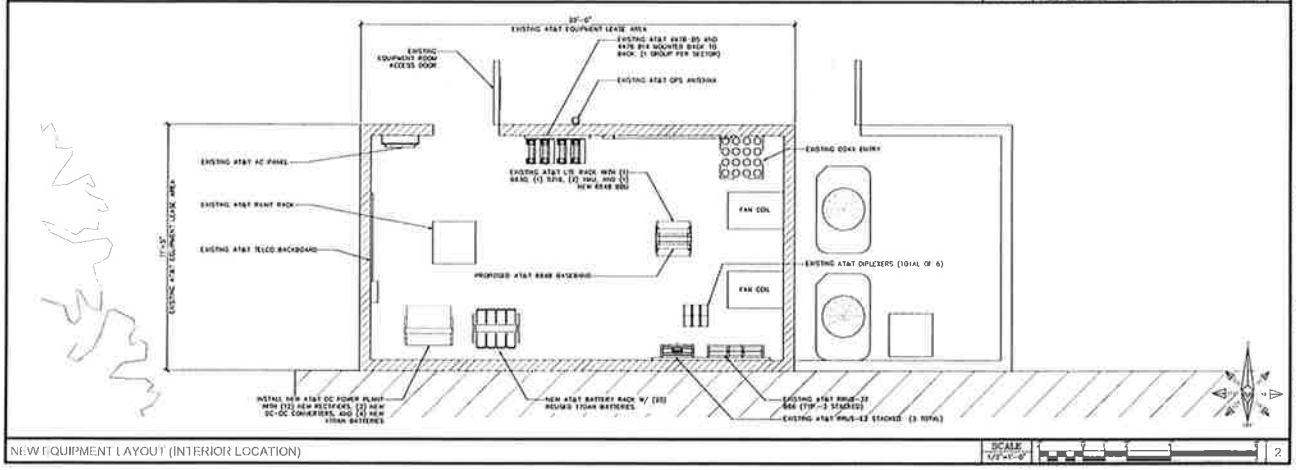
SHEET NUMBER:
A-2

EXHIBIT C

SITE PLANS/ DESCRIPTIVE RENDERINGS

SEE ATTACHED SITE PLANS





APPLICANT

The new at&t

1452 EDINGER AVENUE, 3RD FLOOR
TUSTIN, CA 92780

ENGINEER

Eukon
an SFC Communications, Inc. Company
65 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 553-8566
www.eukongroup.com

THIS PAGE CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION EXEMPT FROM [illegible]

DRAWN BY:	AS
CHECKED BY:	JD

REVISIONS

REV	DATE	DESCRIPTION
1	05/24/22	CITY REVIEWS
0	02/24/22	100% CONSTRUCTION DRAWING
A	01/04/22	90% CONSTRUCTION DRAWING

LICENSED

PROJECT INFORMATION

FA LOCATION: 10086713(CLU1838)
30 E/AVE R
38115 30TH STREET E
PALMDALE, CA. 93550

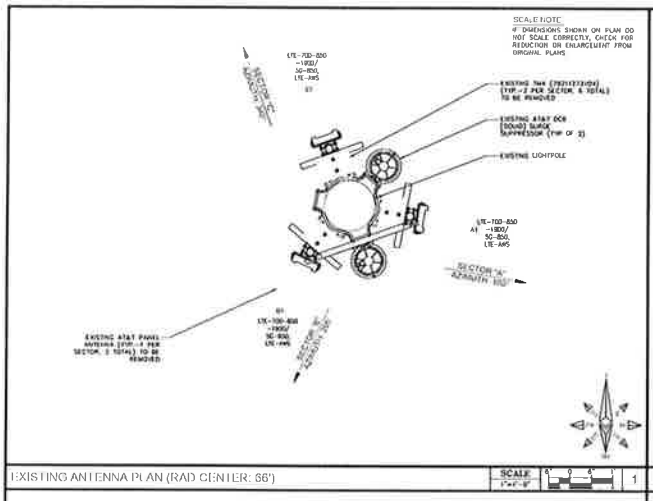
SHEET TITLE

EXISTING AND NEW EQUIPMENT LAYOUTS

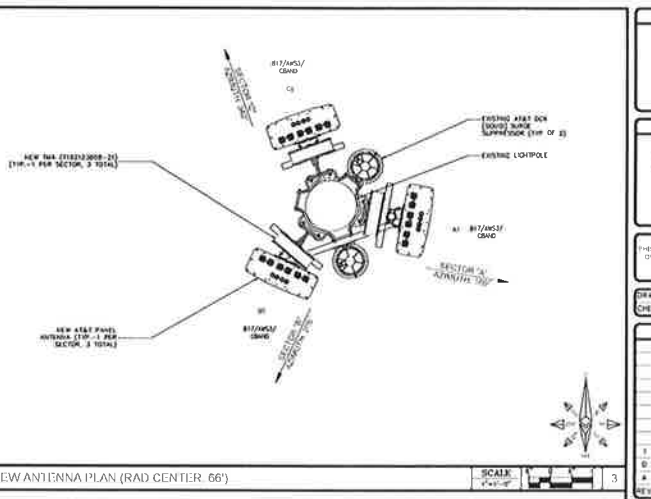
SHEET NUMBER

A-2

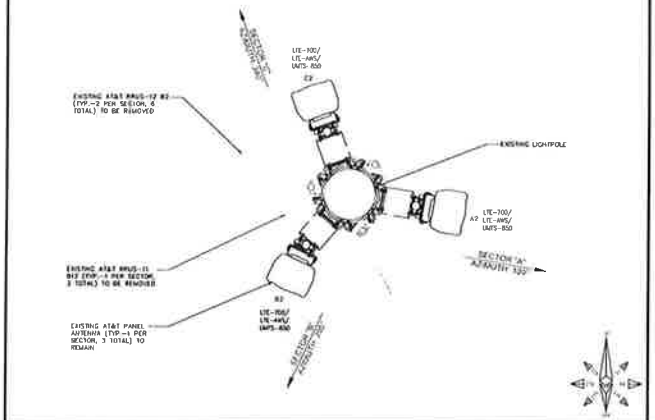
SCALE NOTE
4" DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS



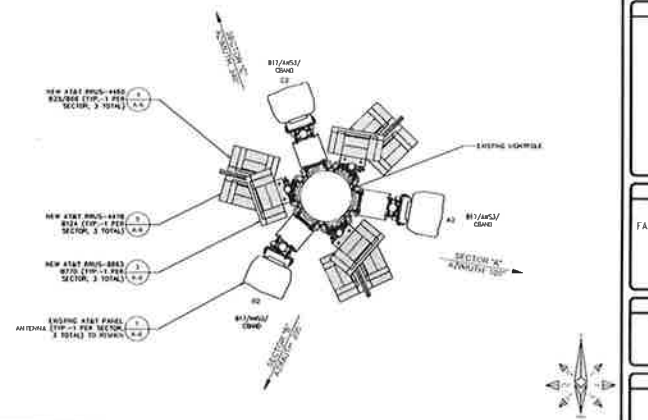
EXISTING ANTENNA PLAN (RAD CENTER: 66') | SCALE 1"=1'-0" | 1



NEW ANTENNA PLAN (RAD CENTER: 66') | SCALE 1"=1'-0" | 3



EXISTING ANTENNA PLAN (RAD CENTER: 73') | SCALE 1"=1'-0" | 2



NEW ANTENNA PLAN (RAD CENTER: 73') | SCALE 1"=1'-0" | 4

APPLICANT
The new at&t
1452 EDINGER AVENUE,
3RD FLOOR
TUSTIN, CA 92780

ENGINEER
Eukon
an SPEC Communications, Inc. Company
65 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 553-8568
www.eukongroup.com

THIS PAGE CONTAINS CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

DRAWN BY: AS
CHECKED BY: JJD

REVISIONS

REV	DATE	DESCRIPTION
1	05/24/22	CITY REQUIRES
0	03/24/22	100% CONSTRUCTION DRAWING
A	01/04/22	90% CONSTRUCTION DRAWING

LICENSURE

PROJECT INFORMATION

FA LOCATION: 10086713(CLU1838)
30 E/AVE R
38115 30TH STREET E
PALMDALE, CA. 93550

SHEET TITLE

EXISTING AND NEW ANTENNA PLANS

SHEET NUMBER

A-3

RF DATA SCHEDULE @ TOWER

SECTOR	RRU(S) AND RAYCAP(S)				MICROWAVE DISH			ANTENNA											TMA		COMBINERS		RAYCAP (SURGE)			
	QTY.	(E) MODEL	QTY.	FINAL MODEL	QTY.	(E) MODEL	SIZE	QTY.	(E) MODEL	SIZE	QTY.	FINAL MODEL	SIZE	QTY.	(E) TECHNOLOGY	AZIMUTH	(E) MECH. TILT	(E) RAD CENTER	(E) TOP OF ANT.	(E) MODEL	TYPE (E) OR FINAL	FINAL MODEL	(E) QTY.	FROM (E) OR FINAL	FINAL MODEL	(E) QTY.	(E) MODEL	TYPE (E) OR FINAL	FINAL MODEL
ALPHA SECTOR	A1	1	RRUS-11 B12/ -12 B2	1	RRUS-8863 B70 RRUS-4478 B14	N/A	N/A	1	QUINTEL 800-10768-6	8'	1	NNHH-65B-R5-V2	-	1	LTE-700/850-1900/ SC-850/1.9-AWS/ LTE-700/1.9-AWS/ UMTS-850	817/894/ 1710-2180	100°	-	84'-0"	84'-0"	1	782112736X	-	-	-	-	-	1	RAYCAP DC9-48-60-18-8F	-	-
	A2	1	-	1	RRUS-4460 B25/B66			1	QUINTEL QS4858-7	8'	1	QUINTEL QS4858-7	-	1			100°	-	72'-0"	72'-0"	1	782112736X	-	-	2	-	CBC18-DF-2X	-	-	-	-
	A3	-	-	-	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	A4	-	-	-	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BETA SECTOR	B1	1+1 1	RRUS-11 B12/ -12 B2	1+1 1	RRUS-8863 B70 RRUS-4478 B14	N/A	N/A	1	QUINTEL 800-10768-6	8'	1	NNHH-65B-R5-V2	-	1	LTE-700/850-1900/ SC-850/1.9-AWS/ LTE-700/1.9-AWS/ UMTS-850	817/894/ 1710-2180	100°	-	84'-0"	84'-0"	1	782112736X	1	782113088-21	-	-	-	1	RAYCAP DC9-48-60-18-8F	1	RAYCAP DC9-48-60-18-8F
	B2	1	-	1	RRUS-4460 B25/B66			1	QUINTEL QS4858-7	8'	1	QUINTEL QS4858-7	-	1			100°	-	72'-0"	72'-0"	1	782112736X	-	-	2	-	CBC18-DF-2X	-	-	-	-
	B3	-	-	-	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	B4	-	-	-	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GAMMA SECTOR	C1	1+1 1	RRUS-11 B12/ -12 B2	1+1 1	RRUS-8863 B70 RRUS-4478 B14	1	EXISTING MICROWAVE	8'	1	QUINTEL 800-10768-6	8'	1	NNHH-65B-R5-V2	-	1	LTE-700/850-1900/ SC-850/1.9-AWS/ LTE-700/1.9-AWS/ UMTS-850	817/894/ 1710-2180	100°	-	84'-0"	84'-0"	1	782112736X	1	782113088-21	-	-	-	-	-	-	-
	C2	1	-	1	RRUS-4460 B25/B66			1	QUINTEL QS4858-7	8'	1	QUINTEL QS4858-7	-	1			100°	-	72'-0"	72'-0"	1	782112736X	-	-	2	-	CBC18-DF-2X	-	-	-	-
	C3	-	-	-	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	C4	-	-	-	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	TOTAL:	9		9		1		6			6			12						6		2		6	0		2		2	
		(E) RRUS		FINAL RRUS		MICROWAVE(S)		(E) ANTENNA(S)			FINAL ANTENNAS									(E) TMA(S)		FINAL TMA(S)		(E) COMBINERS		FINAL COMBINERS		(E) RAYCAPS		FINAL RAYCAPS

REMOTE RADIO UNITS (RRU) AT GRADE

SECTOR	RRUS TYPE	(E)	(N)	RRUS LOCATION (DISTANCE FROM ANTENNA)	MINIMUM CLEARANCES ABOVE	BELOW	SIDES
ALPHA SECTOR	A1	4478 B3	-	-	EQUIPMENT SHELTER 210'±	18"	8"	0"
	A2	RRUS-32 B29	-	-	EQUIPMENT SHELTER 210'±	18"	8"	0"
	A3	RRUS-32-B66	-	-	EQUIPMENT SHELTER 210'±	18"	8"	0"
	A4	-	-	-	-	-	-	-
BETA SECTOR	B1	4478 B5	-	-	EQUIPMENT SHELTER 210'±	18"	8"	0"
	B2	RRUS-32 B29	-	-	EQUIPMENT SHELTER 210'±	18"	8"	0"
	B3	RRUS-32-B66	-	-	EQUIPMENT SHELTER 210'±	18"	8"	0"
	B4	-	-	-	-	-	-	-
GAMMA SECTOR	C1	4478 B5	-	-	EQUIPMENT SHELTER 210'±	18"	8"	0"
	C2	RRUS-32 B29	-	-	EQUIPMENT SHELTER 210'±	18"	8"	0"
	C3	RRUS-32-B66	-	-	EQUIPMENT SHELTER 210'±	18"	8"	0"
	C4	-	-	-	-	-	-	-

EXISTING CABLE COUNT

SECTOR	COAX SIZE	COAX COUNT	FIBER SIZE	FIBER COUNT	POWER SIZE	POWER COUNT	RET SIZE	RET COUNT	MICROWAVE SIZE	MICROWAVE COUNT	LENGTH
ALPHA SECTOR	A1	7/8"	2	1-5/8"	1	1"	1	-	-	-	-	151'
	A2	7/8"	2	-	-	-	-	-	-	-	-	150'
	A3	-	-	-	-	-	-	-	-	-	-	-
	A4	-	-	-	-	-	-	-	-	-	-	-
BETA SECTOR	B1	7/8"	2	1-5/8"	1	1"	1	-	-	-	-	151'
	B2	7/8"	2	-	-	-	-	-	-	-	-	150'
	B3	-	-	-	-	-	-	-	-	-	-	-
	B4	-	-	-	-	-	-	-	-	-	-	-
GAMMA SECTOR	C1	7/8"	2	1-5/8"	-	-	-	-	-	-	-	151'
	C2	7/8"	2	-	-	-	-	-	-	-	-	150'
	C3	-	-	-	-	-	-	-	-	-	-	-
	C4	-	-	-	-	-	-	-	-	-	-	-
	TOTAL:	6		2		2		0		0		12
		TOTAL CUT SHEET										TOTAL CABLE COUNT

FINAL CABLE COUNT

SECTOR	COAX SIZE	COAX COUNT	FIBER SIZE	FIBER COUNT	POWER SIZE	POWER COUNT	RET SIZE	RET COUNT	MICROWAVE SIZE	MICROWAVE COUNT	LENGTH
ALPHA SECTOR	A1	-	-	1-5/8"	1	1"	1	-	-	-	-	151'
	A2	7/8"	2	-	-	1"	1	-	-	-	-	150'
	A3	-	-	-	-	-	-	-	-	-	-	-
	A4	-	-	-	-	-	-	-	-	-	-	-
BETA SECTOR	B1	-	-	1-5/8"	1	1"	1	-	-	-	-	151'
	B2	7/8"	2	-	-	1"	1	-	-	-	-	150'
	B3	-	-	-	-	-	-	-	-	-	-	-
	B4	-	-	-	-	-	-	-	-	-	-	-
GAMMA SECTOR	C1	-	-	1-5/8"	1	1"	1	-	-	-	-	151'
	C2	7/8"	2	-	-	1"	1	-	-	-	-	150'
	C3	-	-	-	-	-	-	-	-	-	-	-
	C4	-	-	-	-	-	-	-	-	-	-	-
	TOTAL:	6		3		3		0		0		12
		TOTAL CUT SHEET										TOTAL CABLE COUNT

*** NO CABLE COUNT CHANGE ***

ANTENNA AND RRU SCHEDULES

SCALE: NONE

1

APPLICANT

The new at&t

1452 EDINGER AVENUE, 2ND FLOOR
TUSTIN, CA 92780

ENGINEER

Eukon
an EPIC Communications, Inc. Company

65 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 553-8566
www.eukongroup.com

THESE DRAWINGS CONTAIN CONFIDENTIAL AND PROPRIETARY OR TRADE SECRET INFORMATION PERTAINING THERETO. DISCLOSURE TO ANY THIRD PARTY MAY BE RESTRICTED OR PROHIBITED BY APPLICABLE LAW.

DRAWN BY: AS
CHECKED BY: JJD

REVISIONS

REV	DATE	DESCRIPTION
3	05/24/22	CITY RESUBMITTAL
2	02/24/22	100% CONSTRUCTION DRAWING
1	01/06/22	90% CONSTRUCTION DRAWING

APPROVER

PROJECT INFORMATION

FA LOCATION: 10086713(CLU183B)
30 E/AVE R
38115 30TH STREET E
PALMDALE, CA 93550

SHEET TITLE

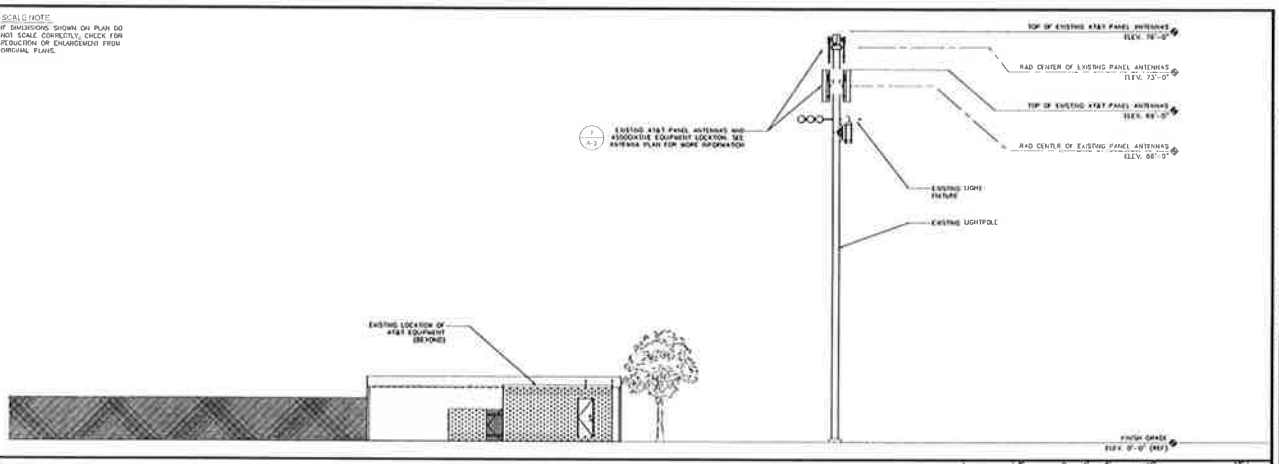
ANTENNA AND RRU SCHEDULES

SHEET NUMBER

A-3.1

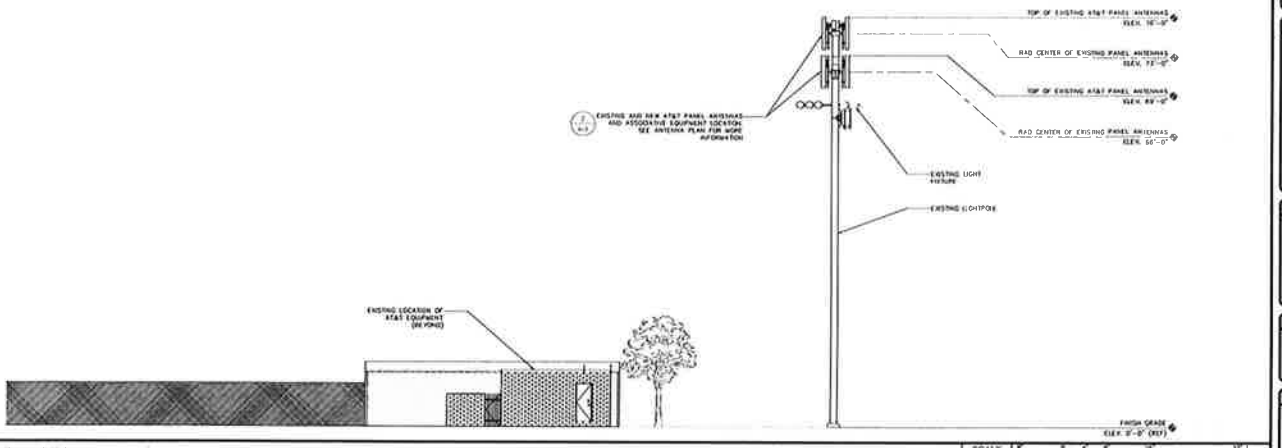
SCALE NOTE

IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.



EXISTING NORTH WEST ELEVATION

SCALE 1/8"=1'-0" 1



NEW NORTH WEST ELEVATION

SCALE 1/8"=1'-0" 2

ARCHITECT

The new at&t

1452 EDINGER AVENUE,
2ND FLOOR
TUSTIN, CA 92780

ENGINEER

Eukon
an STC Communications, Inc. Company

55 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 553-8566
www.eukongroup.com

THIS PAGE CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

DRAWN BY:	AS
CHECKED BY:	AD

REVISIONS

REV	DATE	DESCRIPTION
E	05/24/22	CITY REDLINES
D	02/24/22	100% CONSTRUCTION DRAWING
A	01/04/22	90% CONSTRUCTION DRAWING

LICENSURE

PROJECT INFORMATION

FA LOCATION: 10086713(CLU1838)
30 E/AVE R
38115 30TH STREET E
PALMDALE, CA. 93550

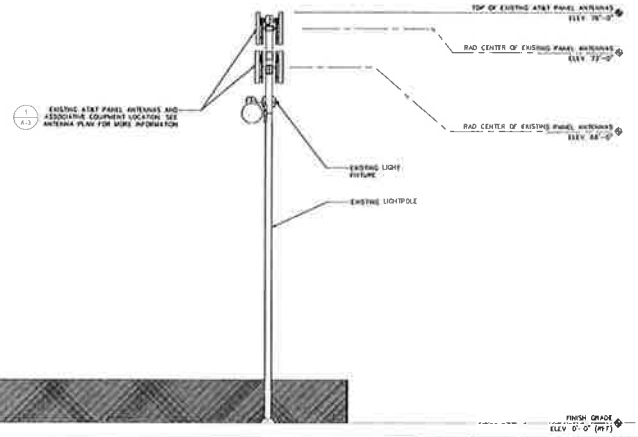
SHEET TITLE

EXISTING AND NEW ELEVATIONS

SHEET NUMBER

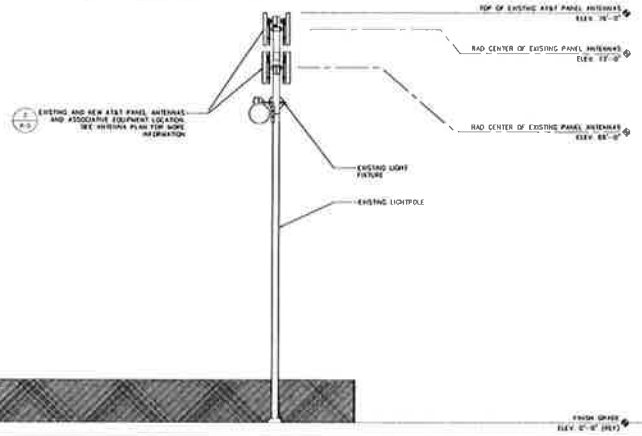
A-4

SCALE NOTE
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.



EXISTING SOUTH WEST ELEVATION

SCALE 1/8"=1'-0"



NEW SOUTH WEST ELEVATION

SCALE 1/8"=1'-0"

APPLICANT

The new at&t

1452 EDINGER AVENUE,
3RD FLOOR
TUSTIN, CA 92780

OWNER

Eukon
an IBC Communications, Inc. Company

[redacted]

THIS PAGE CONTAINS CONFIDENTIAL PROPRIETARY OR PRIVATE SECRET INFORMATION. EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

DRAWN BY: [redacted]
CHECKED BY: [redacted]

REVISIONS

REV	DATE	DESCRIPTION
1	05/24/22	CITY PROMPTS
0	02/24/22	100% CONSTRUCTION DRAWING
A	01/04/22	90% CONSTRUCTION DRAWING

LICENSURE

PROJECT INFORMATION

FA LOCATION: 10086713(CLU1838)
30 E/AVE R
38115 30TH STREET E
PALMDALE, CA, 93550

SHEET TITLE

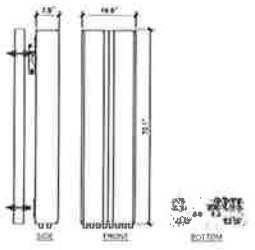
EXISTING AND NEW ELEVATIONS

SHEET NUMBER

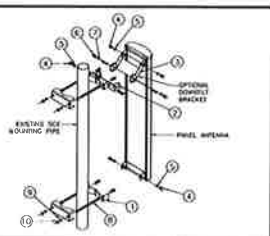
A-5

COMMSCOPE - NNH-80S4-65B-R5-V2

DIMENSIONS (LxWxD):	72 1in x 18 8in x 7.8in (1848mm x 498mm x 197mm)
WEIGHT WITH MOUNTING:	97.2 lbs (44.1 kg)
NO. OF CONNECTORS:	16x 4.3-10 FEMALE
MAX WIND SPEED	150mph (241 km/h)
FRONT WIND LOAD:	620.0 N @ 150 km/h 141.4 lbf @ 150 km/h
LATERAL WIND LOAD	181.0 N @ 150 km/h 42.2 lbf @ 150 km/h
RET INTERFACE:	8-PIN OR FEMALE / 8-PIN OR MALE



ANTENNA SPECIFICATIONS | 1



NOTES:
1. INSERT SCISSOR BRACKETS BETWEEN THE UPPER ANTENNA MOUNTING BRACKET AND THE UPPER POLE ADAPTER BRACKET. SECURE USING 1/2 INCH HARDWARE PROVIDED.
2. TO SET THE DESIRED DOWNTILT, ALIGN THE DESIRED HOLES ON THE SCISSOR BRACKETS AND SECURE USING 5/16 INCH HARDWARE PROVIDED.
3. THE NUMBER OF CONNECTORS WILL VARY BASED ON ANTENNA TYPE.

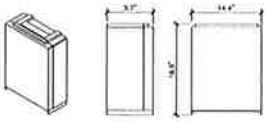
ITEM	QTY	DESCRIPTION
1	1	ADAPTER, POLE, 12"OEW
2	1	BRACKET, DOWNTILT, POLE
3	1	BRACKET, DOWNTILT, ANTENNA
4	8	1/2 x 1 HEX HEAD BOLT
5	8	1/2 SPLIT WASHER
6	2	5/16 x 1 HEX HEAD BOLT
7	2	5/16 SPLIT WASHER
8	4	1/2" THREADED ROD
9	8	1/2" SPLIT WASHER
10	12	1/2" NUT

ANTENNA MOUNTING DETAIL | 2

ERICSSON RRUS-8863 N77

DIMENSIONS (LxWxD): 18.8in x 14.4in x 5.7in (480mm x 365mm x 145mm)

WEIGHT WITH MOUNTING: 48.8 lbs (22.5 kg)



RRU SPECIFICATIONS | 3

ERICSSON RRUS-4460 4402/B25/4B66C

DIMENSIONS (LxWxD)	19.6in x 15.7in x 12in
WEIGHT WITH MOUNTING	109.13 lbs (49.5 kg)
BAND 2/25: MAXIMUM NOMINAL OUTPUT POWER (W):	4 x 80
MINIMUM OUTPUT POWER	4 x 5
BAND 66: MAXIMUM NOMINAL OUTPUT POWER (W):	4 x 80
MINIMUM OUTPUT POWER	4 x 5
BAND 2/25/66: MAXIMUM NOMINAL OUTPUT POWER (W):	4 x 160
MINIMUM OUTPUT POWER:	4 x 10
TEMPERATURE:	-40° TO +55° C





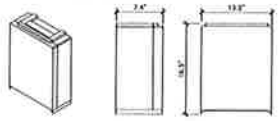
RRU SPECIFICATIONS | 4

ERICSSON RRUS-4478 B14

DIMENSIONS (LxWxD): 16.5in x 13.4in x 7.7in (420mm x 340mm x 196mm)

WEIGHT WITH MOUNTING: 83 lbs (37.2 kg)

POWER CONSUMPTION: 4 x 60W FOR 4TAR OR 2 SECTORS AT 2x40A FOR 2126



RRU SPECIFICATIONS | 5

COMMSCOPE - TMA1192123B68-21

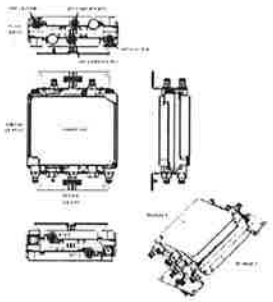
DIMENSIONS (LxWxD): 11.32in x 9.4in x 3.9in (287mm x 238mm x 97mm)

WEIGHT WITH MOUNTING: 22.9 lbs (10.4 kg)

RF CONNECTOR INTERFACE: 4.3-10 FEMALE

MOUNTING PIPE DIAMETER: 40-180 mm

MOUNTING PIPE HARDWARE: BAND CLAMPS (2)



TMA SPECIFICATIONS | 6

NOT USED | 7

NOT USED | 8

APPLICANT

The new at&t

1452 EDINGER AVENUE, 3RD FLOOR
TUSTIN, CA 92780

ENGINEER

Eukon
an EFC Communications, Inc. Company

65 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 353-8566
www.eukongroup.com

THIS PAGE CONTAINS CONFIDENTIAL PROPRIETARY OR LEGALLY SECURE INFORMATION OF EUKON FROM

DRAWN BY: AS
CHECKED BY: JJD

REVISIONS

REV	DATE	DESCRIPTION
1	05/24/22	CITY REVIEWS
0	02/24/22	100% CONSTRUCTION DRAWING
A	01/04/22	90% CONSTRUCTION DRAWING

LICENSE

PROJECT INFORMATION

FA LOCATION: 10086713(CLU1838)
30 E/AVE R
38115 30TH STREET E
PALMDALE, CA. 93550

SHEET TITLE

EQUIPMENT DETAILS

SHEET NUMBER

A-6

EMERSON NETSURE - 721 DC POWER SYSTEM

DC POWER SYSTEM FEATURES

NOMINAL SYSTEM VOLTAGE:	-48 VDC or
CONTROL:	MICROPROCESSOR (ACU+)

RATED OUTPUT CAPACITY - MAXIMUM CONFIGURATION

SYSTEM:	525 amps at -48 VDC plus redundancy 400 amps at +24 VDC plus redundancy
BAY:	1300 amps at -48 VDC plus redundancy
SHELF:	250 AMPS at +48 VDC PLUS REDUNDANCY
RECTIFIER:	2600 watts (41.7 A)
CONVERTER:	1500 watts (50 A)
DISTRIBUTION PANEL (TOP): (BOTTOM):	800 AMPS At -48 VDC 500 AMPS At +24 VDC

PHYSICAL CHARACTERISTICS

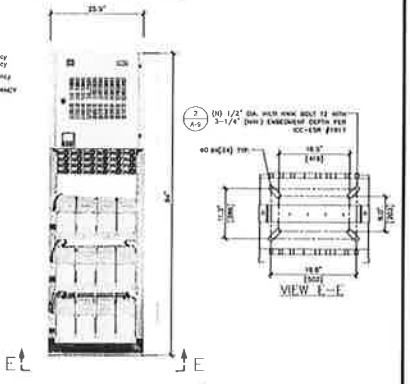
FRAMEWORK TYPE:	Relay rack (can be mounted in enclosure)
MOUNTING WIDTH:	
MOUNTING DEPTH ACCESS:	20" (SINGLE BAY), 24" (DUAL BAY)

ENVIRONMENTAL

OPERATING TEMPERATURE:	-40 °F to 115 °F (-40 °C to 46 °C) continuous operation
HUMIDITY:	0% to 95% relative humidity, non-condensing 55
STORAGE:	-40°F TO 185°F (-40°C TO 85°C)
VENTILATION:	Rectifiers/converters are fan-cooled front to rear
SAFETY COMPLIANCE	UL 1801 Listed (US & Canada), NEBS Level 3

NOTES:

POWER PLAN NetSure 721 POWER SYSTEM BY EMERSON OR EQUAL APPROVED A1&T.



EMERSON - NETSURE VRLA BATTERY RACK

TECHNICAL SPECIFICATIONS

RATED OUTPUT CAPACITY

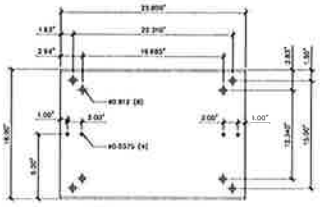
OUTPUT:	+24 VOLTS DC OR -48 VOLTS DC
CAPACITY:	1200 AMPS PER BAY

ENVIRONMENTAL

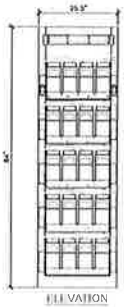
OPERATING TEMPERATURE:	-40 °C TO +40 °C (-40 °F TO +104 °F)
STORAGE RANGE:	-40 °C TO +85 °C (-40 °F TO +185 °F)
SAFETY COMPLIANCE:	UL LISTED AND SEISMIC ZONE 4 COMPLIANT

PHYSICAL CHARACTERISTICS

RACK DIMENSIONS (HxWxD)	84"x23.5"x24.4"
RACK WEIGHT (WITHOUT BATTERIES):	600lbs



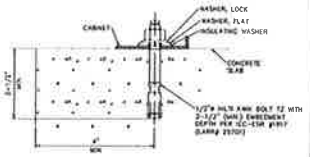
BOLTDOWN PATTERN



ELEVATION

DC POWER PLANT SPECIFICATIONS | 1

BATTERY RACK SPECIFICATIONS | 2



EQUIPMENT ANCHORAGE | 3

NOT USED | 4

APPLICANT

The new at&t

1452 EDINGER AVENUE,
3RD FLOOR
TUSTIN, CA 92780

ENGINEER

Eukon
an RFE Community Alliance, Inc. Company

65 POST, SUITE 1000
IRVINE, CA 92618
TEL (949) 563-8586
www.eukongroup.com

THIS PAGE CONTAINS CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

DRAWN BY:	AS
CHECKED BY:	JJD

REVISIONS

REV	DATE	DESCRIPTION
1	05/24/22	CITY REVIEWS
0	02/24/22	100% CONSTRUCTION DRAWING
A	01/04/22	90% CONSTRUCTION DRAWING

LICENSURE

PROJECT INFORMATION

FA LOCATION: 10086713(CLU163B)
30 E/AVE R
38115 30TH STREET E
PALMDALE, CA. 93550

SHEET TITLE

EQUIPMENT DETAILS

SHEET NUMBER

A-7

NOTES

1. DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V, REFER TO AT-T-001-290-101.
2. LTE POWER WIRING SHALL BE IN ACCORDANCE WITH ATT-000-290-001.

DC CIRCUIT SCHEDULE

NO.	FROM	TO	CONFIGURATION
(1)	+24/-48VDC POWER PLANT	LTE BASE BAND UNITS	(2) #10 AWG DC CABLE
(2)	+24/-48VDC POWER PLANT	RAYCAP SURGE PROTECTION DCS2-48-60-PW	(2) #10 AWG DC CABLE
(3)	RAYCAP SURGE PROTECTION DCS2-48-60-PW	RAYCAP SURGE PROTECTION DCS-48-60-18-8F	(2) #6 AWG DC CABLE
(4)	RAYCAP SURGE PROTECTION DCS-48-60-18-8F	RRUS #1	(1) 2-#3 THHN/THWN-2W-1 TYPE RC-58 DC CABLE
(5)	RAYCAP SURGE PROTECTION DCS2-48-60-PW	RRUS #2	(1) 2-#3 THHN/THWN-2W-1 TYPE RC-58 DC CABLE

TYPICAL PER EACH SECTOR

RRUS #1
(REFER TO ANTENNA PLAN FOR RRUS TYPE AND QUANTITY)

(4) RAYCAP SURGE PROTECTOR DCS-48-60-18-8F (REFER TO ANTENNA PLAN FOR TOTAL QUANTITY)

AT TOWER AT GRADE

TYPICAL PER EACH SECTOR

RRUS #2
(REFER TO ANTENNA PLAN FOR RRUS TYPE AND QUANTITY)

EXISTING AC PANEL

(2) SEE PANEL SCHEDULE FOR BREAKER AND WIRE SIZE INFORMATION

DISTRIBUTION PANEL

-48V RECTIFIERS

BATTERY BANK (SHOWN IS FOR IDENTIFICATION ONLY. DOES NOT REFLECT ACTUAL NUMBER OF BATTERIES)

DC12 SURGE SUPPRESSOR

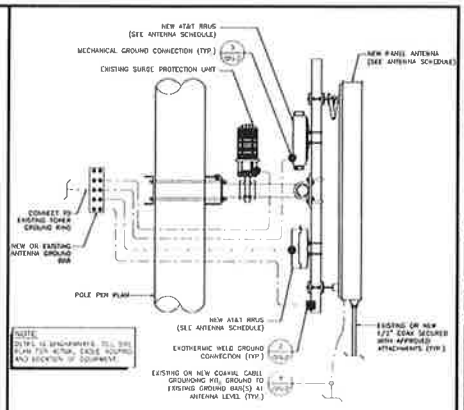
RBS 6601 #1

RBS 6601 #2

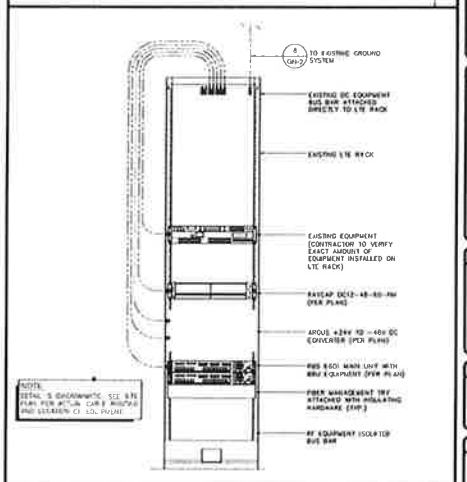
EXISTING AT&T -/+24 48VDC POWER PLANT

EXISTING LTE RACK

ELECTRICAL DC POWER DIAGRAM | 1



EQUIPMENT & ANTENNA GROUNDING | 2



RACK GROUNDING | 3

APPLICANT
The new at&t
1452 LONGER AVENUE,
3RD FLOOR
TUSTIN, CA 92780

ENGINEER
Eukon
an EFC Communications, Inc. Company
[redacted]
www.eukongroup.com

THIS PAGE CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

DRAWN BY: AS
CHECKED BY: JJO

REV	DATE	DESCRIPTION
1	05/24/22	CITY REVISIONS
0	02/24/22	100% CONSTRUCTION DRAWING
A	01/04/22	50% CONSTRUCTION DRAWING

LICENSE

PROJECT INFORMATION

FA LOCATION: 10086713(CLU1838)
30 E/AVE R
38115 30TH STREET E
PALMDALE, CA. 93550

SHEET TITLE

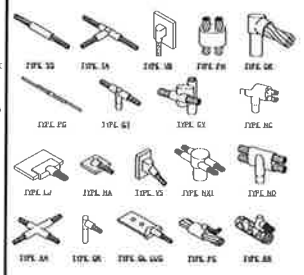
DC POWER DIAGRAM / EQUIPMENT & ANTENNA GROUNDING

SHEET NUMBER

E-1

1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION REQUIREMENTS AND CONSTRUCTION ACCORDING TO SITE CONDITIONS.
2. ALL GROUNDING CONDUCTORS (#2 AWG SOLID BARE TINNED COPPER WIRE UNLESS OTHERWISE NOTED.
3. GROUND BAR LOCATED IN BASE OF EQUIPMENT WILL BE PROVIDED, FURNISHED AND INSTALLED BY THE VENDOR.
4. ALL BELOW GRADE CONNECTIONS EXOTHERMIC WELD TYPE, ABOVE GRADE CONNECTIONS EXOTHERMIC WELD TYPE
5. GROUND RING SHALL BE LOCATED A MINIMUM OF 24" BELOW GRADE OR 6" MINIMUM BELOW THE FROST LINE.
6. INSTALL GROUND CONDUCTORS AND GROUND ROD MINIMUM OF 1'-0" FROM EQUIPMENT CONCRETE SLAB, SPREAD FOOTING, OR FENCE.
7. EXOTHERMIC WELD GROUND CONNECTION TO FENCE POST TREAT WITH A COLD GALVANIZED SPRAY.
8. GROUND RINGS: AN EQUIPMENT GROUND BUS BAR (EGB) LOCATED AT BOTTOM OF ANTENNA POLE/MAST FOR MAKING GROUNDING JUMPER CONNECTIONS TO COAX FEEDER CABLES SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. JUMPERS FURNISHED BY OWNER, SHALL BE INSTALLED AND CONNECTED BY ELECTRICAL CONTRACTOR. MAIN GROUND BUS BAR (MGB) LOCATED NEAR THE BASE OF THE RADIO EQUIPMENT CABINET(S) SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR.
9. ALL GROUNDING INSTALLATIONS AND CONNECTIONS SHALL BE MADE BY ELECTRICAL CONTRACTOR.
10. OBSERVE N.E.C. AND LOCAL UTILITY REQUIREMENTS FOR ELECTRICAL SERVICE GROUNDING.
11. GROUNDING ATTACHMENT TO TOWER SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS OR AT GROUNDING POINTS PROVIDED (3 MINIMUM).
12. IF EQUIPMENT IS IN A C.L. FENCE ENCLOSURE, GROUND ONLY CORNER POSTS AND SUPPORT POSTS (SEE CASE 'A' CHART WHERE LEG IS USED, THEN GROUND LEG ALSO.
13. GROUNDING @ PPC CABINET SHALL BE VERTICALLY INSTALLED
14. ALL GROUNDING FOR ANTENNAS SHALL BE CONNECTED SO THAT IT WILL BY-PASS MAIN BUS BAR.
15. ALL EMT RUNS SHALL BE GROUNDED AND HAVE BUSHING NO PVC ABOVE GROUND
16. USE SEPARATE HOLES FOR GROUNDING @ BUS BAR, NO "DOUBLING-UP" OF LUGS.
17. POWER AND TELCO CABS, SHALL BE GROUNDED (BONDED) TOGETHER
18. NO "LAY" ALLOWED ON GROUNDING RING

GROUNDING NOTES | 1

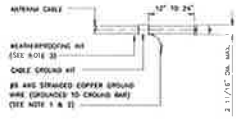


EXOTHERMIC WELD CONNECTION | 2



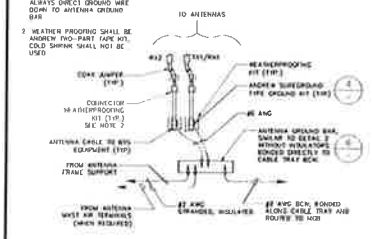
MECHANICAL CONNECTION | 3

NOTES:
1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER
3. WEATHER PROOFING SHALL BE (TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER)

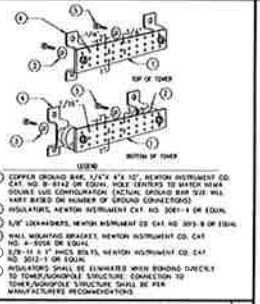


CONNECTION OF CABLE GND. KIT TO ANT. | 4

NOTES
1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO ANTENNA GROUND BAR
2. WEATHER PROOFING SHALL BE ANDREW TWO-PART TAPE KIT. COLD SHRINK SHALL NOT BE USED

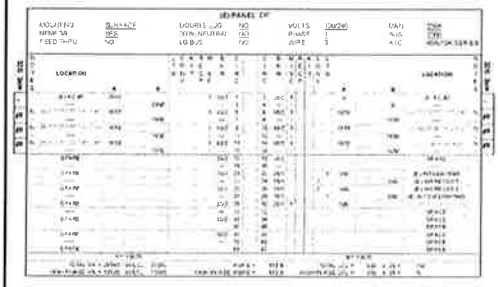


GND. CONNECTION OF GND. WIRE TO GND. BAR | 5



LEGEND
1. COPPER GROUND BAR, 1/4"W x 4"H x 10", NEWTON INSTRUMENT CO. CAT. NO. B-8142 OR EQUAL. HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION (ACTUAL GROUND BAR SIZE WILL VARY BASED ON NUMBER OF GROUND CONNECTIONS)
2. INSULATORS, NEWTON INSTRUMENT CAT. NO. 3061-4 OR EQUAL.
3. 3/8" LOCKWASHERS, NEWTON INSTRUMENT CO. CAT. NO. 303-8 OR EQUAL.
4. WALL MOUNTING BRACKET, NEWTON INSTRUMENT CO. CAT. NO. A-8056 OR EQUAL.
5. 5/8-11 X 1" SHCS BOLTS, NEWTON INSTRUMENT CO. CAT. NO. 3012-1 OR EQUAL.
6. INSULATORS SHALL BE ELIMINATED WHEN BONDING DIRECTLY TO TOWER/MONOPOLE STRUCTURE. CONNECTION TO TOWER/MONOPOLE STRUCTURE SHALL BE PER MANUFACTURERS RECOMMENDATIONS

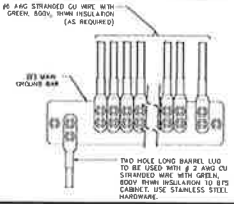
TYPICAL GROUND BAR | 7



NOTE:
(E) AC UNITS 1 & 2 ARE ON LEAD-LAG, THEREFORE ONLY (1) UNIT IS ON AT ANY GIVEN TIME AS DEPICTED ON THE EXISTING PANEL SCHEDULE

PANEL SCHEDULE NOTES:
"F" EXISTING BREAKER WITH NEW LOAD
"G" PROVIDE GFCI TYPE DEVICE
"M" PROVIDE MAIN BREAKER
"L" PROVIDE LOCK-ON DEVICE
"N" PROVIDE A NEW BREAKER TO MATCH THE EXISTING
"O" DEVICE CAPABLE OF BEING LOCK IN THE OPEN POSITION
"P" PROVIDE A POLE CIRCUIT BREAKER
"S" PROVIDE SHUNT TRIP DEVICE
"U" PROVIDE APPROVED HANDLE-TIE FOR MULTIWIRE BRANCHES

PANEL SCHEDULE | 9



GROUNDING BAR DETAIL | 6

NOT USED | 8

APPLICANT
The new at&t
1452 EDINGER AVENUE, 2ND FLOOR
TUSTIN, CA 92780

ENGINEER
Eukon
an SBS Communications, Inc. Company
65 POST, SUITE 1000
IRVINE, CA 92618
TEL (949) 553-8666
www.eukongroup.com

THE ENGINEERING DRAWINGS, SPECIFICATIONS OR TRADE SECRETS CONTAINED HEREIN ARE EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

DRAWN BY: AS
CHECKED BY: JJD

REVISIONS

REV	DATE	DESCRIPTION
1	05/24/22	CITY REQUIRES
G	02/24/22	100% CONSTRUCTION DRAWING
A	01/04/22	90% CONSTRUCTION DRAWING

APPROVAL

PROJECT INFORMATION
FA LOCATION: 10086713 (CLU1838)
30 E/AVE R
38115 30TH STREET E
PALMDALE, CA. 93550

SHEET TITLE
GROUNDING DETAILS

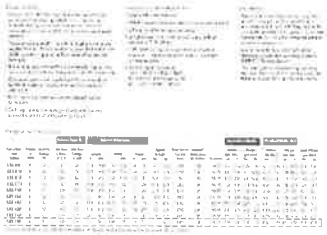
SHEET NUMBER
E-2



PowerSafe SBS

Battery Range Summary





EnerSys

EnerSys

FIRE DEPARTMENT NOTES

GENERAL

1.0 ADDRESS NUMBERS

A. APPROVED ADDRESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION SHALL BE PLACED IN A POSITION THAT IS PLAINLY LEGIBLE AND VISIBLE FROM THE STREET, ROAD, ALLEY, AND WALKWAYS GIVING ACCESS TO AND WITHIN THE PROPERTY.

2.0 FIRE EXTINGUISHERS

A. PROVIDE A FIRE EXTINGUISHER (MINIMUM 2A-10BC) WITHIN A RECESSED OR SEMI-RECESSED CABINET WITHIN 75 FEET TRAVEL DISTANCE FROM ALL POINTS IN THE OCCUPANCY. THE EXTINGUISHER SHALL BE MOUNTED ON A HOOK WITHIN THE CABINET. (EXCLUDES DRY CABINET FLUSH). THE TOP OF THE EXTINGUISHER SHALL BE NO HIGHER THAN 5' INCHES (1219 MM) ABOVE THE FLOOR. EXTINGUISHER SHALL BE PLACED IN A EASILY ACCESSIBLE LOCATIONS WHERE THEY WILL BE READILY ACCESSIBLE AND WATERFULLY AVAILABLE FOR USE.

3.0 DOOR OPERATIONS

A. ALL EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT KEY, SPECIAL KNOWLEDGE, OR EFFORT. THE OPERATION OF ANY EXIT DOOR SHALL NOT REQUIRE MORE THAN ONE OPERATION.

4.0 ADDITIONAL PERMIT

A. PRIOR TO THE FINAL INSPECTION, OBTAIN A HAZARDOUS MATERIALS PERMIT FROM THE FIRE DEPARTMENT. CONTACT THE ENVIRONMENTAL MANAGEMENT CENTER AT (818) 435-8200

5.0 REQUIRED INSPECTIONS

A. THE FIRE DEPARTMENT INSPECTION FOR THIS PROJECT INCLUDE THE FOLLOWING

1. HAZARDOUS MATERIALS FINAL INSPECTION
2. FIRE PREVENTION BUREAU FINAL INSPECTION – CONTRACTOR MUST REQUEST A SEPARATE INSPECTION. INSPECTION INCLUDES, BUT IS NOT LIMITED TO: FIRE EXTINGUISHERS, SIGNAGE, DOOR HARDWARE, MEANS OF EGRESS, EMERGENCY LIGHTING, ETC.

NOTE: TO SCHEDULE INSPECTIONS CALL OFFICE OF STATE FIRE MARSHALL AT (818-445-8200) AT LEAST 48 HOURS IN ADVANCE.

NOTES

4. PER CFC 2019 SECTION 1206.2 "STATIONARY STORAGE BATTERY SYSTEMS HAVING CAPACITIES EXCEEDING THE VALUES SHOWN IN TABLE 1206.2 SHALL COMPLY WITH SECTIONS 1206.2.1 THROUGH 1206.2.12.8, AS APPLICABLE" SINCE THE TOTAL ENERGY OF THE LEAD-ACID-TYPE BATTERY BANK PROPOSED IS LESS THAN 70KWh THIS NOMENCLATURE IS EXEMPT FROM CFC 2019 SECTION 1206. CAPACITY CALCULATION:

[77 BATTERIES x 190Ah x 12V] / 1000 = 771kWh

5. DEFINITIONS PER CFC 2016 SECTION 2202.1

LEAD-ACID BATTERY
A STORAGE BATTERY THAT IS COMPRISED OF LEAD ELECTRODES IMMERSED IN SULFURIC ACID ELECTROLYTE.

CORROSIVE
A CHEMICAL THAT CAUSES VISIBLE DESTRUCTION OF, OR IRREVERSIBLE ALTERATIONS IN, LIVING TISSUE BY CHEMICAL ACTION AT THE POINT OF CONTACT. A CHEMICAL SHALL BE CONSIDERED CORROSIVE IF, WHEN TESTED ON THE INTACT SKIN OF ALBINO RABBITS BY THE METHOD DESCRIBED IN DOTD 49 CFR 173.137, SUCH CHEMICAL DESTROYS OR CHANGES IRREVERSIBLY THE STRUCTURE OF THE TISSUE AT THE POINT OF CONTACT FOLLOWING AN EXPOSURE PERIOD OF 4 HOURS. THIS TERM DOES NOT REFER TO ACTION ON INANIMATE SURFACES.

HAZARDOUS MATERIALS
THOSE CHEMICALS OR SUBSTANCES WHICH ARE PHYSICAL HAZARDS OR HEALTH HAZARDS AS DEFINED AND CLASSIFIED IN THIS CHAPTER, WHETHER THE MATERIALS ARE IN USABLE OR WASTE CONDITION

HEALTH HAZARD
ANY CHEMICAL OR A CHEMICAL FOR WHICH THERE IS STATISTICALLY SIGNIFICANT EVIDENCE BASED ON AT LEAST ONE SCIENTIFIC STUDY MADE IN ACCORDANCE WITH ESTABLISHED SCIENTIFIC PRINCIPLES THAT ACUTE OR CHRONIC HEALTH EFFECTS ARE CAPABLE OF OCCURRING IN EXPOSED PERSONS. THE TERM 'HEALTH HAZARD' INCLUDES CHEMICALS THAT ARE TOXIC, HIGHLY TOXIC AND CORROSIVE.

PHYSICAL HAZARD
ANY CHEMICAL FOR WHICH THERE IS EVIDENCE THAT IT IS A COMBUSTIBLE LIQUID, CRYOGENIC FLUID, EXPLOSIVE, FLAMMABLE (SOLID, LIQUID OR GAS), ORGANIC PEROXIDE (SOLID OR LIQUID), OXIDIZER (SOLID OR LIQUID), OXIDIZING GAS, PYROPHORIC (SOLID, LIQUID OR GAS), UNSTABLE (REACTIVE) MATERIAL (SOLID, LIQUID OR GAS) OR WATER-REACTIVE MATERIAL (SOLID OR LIQUID)

APPLICANT

The new at&t

1452 EDINGER AVENUE,
3RD FLOOR
TUSTIN, CA 92780

ENGINEER

Eukon
an RFE Communications, Inc. Company

65 POST, SUITE 1000
IRVINE, CA 92618
TEL: (949) 553-8666
www.eukongroup.com

THIS PLANS CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION PROPERTY FROM DISCLOSURE UNDER APPLICABLE LAW.

DRAWN BY: AS
CHECKED BY: JD

REVISIONS

REV	DATE	DESCRIPTION
1	05/24/22	CITY REVIEWS
0	02/24/22	100% CONSTRUCTION DRAWING
A	01/04/22	90% CONSTRUCTION DRAWING

LICENSED

PROJECT INFORMATION

FA LOCATION: 10086713(CLU1838)
30 E/AVE R
38115 30TH STREET E
PALMDALE, CA. 93550

SHEET TITLE

BATTERY INFORMATION

SHEET NUMBER

FD-1

EXHIBIT D

PROPERTY SPECIFIC ACCESS RULES/REGULATIONS

1. LESSOR shall have the unilateral right and privilege to undertake all normal items and operations associated with the current use of the Property, including, but not limited to public events and City Business, which may include high powered electric lights and food services, arrange for the televising of any public event to be held at the Property, and ability to contract with other interested parties.

2. City Business may also include minor landscaping, minor maintenance, minor construction, City sponsored events, and other routine activities associated with McAdams Park, proximately located near the Premises, so long as the City Business does not interfere with or impair the operation of LESSEE'S Facilities.

3. LESSEE'S access to the Premises may be limited when the Property is being used for a public event, including the four (4) hours before and after any such event; except in the event of an emergency as reasonably determined in LESSEE'S sole discretion.

4. LESSEE shall contact the City's Department of Public Works prior to accessing the site for any work activity by calling (661) 267-5300. Work activity includes routine maintenance, site modifications and emergency access. Lessee is required to coordinate any site modifications work activity by scheduling a pre-construction meeting with Public Works and Parks and Recreation Departments prior to the start of construction, and subsequent to Governmental Approvals.

5. LESSEE, in the event of an emergency, shall make a reasonable effort to notify the Department of Public Works prior to accessing the Premises. Notwithstanding the foregoing, LESSEE shall notify the department of public works of its emergency work activity within 72 hours after work has been completed.

6. Prior to submitting any application for governmental approvals for any site modification work activity, LESSEE shall first obtain a written letter of authorization from the City Manager, or designee (the City as the property owner).

7. LESSEE is responsible for paying for all fees associated with obtaining governmental approvals for site modification work activity.

8. LESSEE shall abide by the City's policy and procedures governing access to City property for any work activity.

EXHIBIT E

CONTACT INFORMATION:

LESSOR'S TECHNICAL CONTACTS:

Name: ATS Communications
Address: 22642 Lambert Street, Ste. 402, Lake Forest, CA 92630
Daytime Phone No.: (949) 305 7848
Facsimile No.: N/A
24-Hour Contact No.: (949) 922-2859

Name: City of Palmdale Department of Public Works
Address: 38250 Sierra Highway, Palmdale, CA 93550
Phone: (661) 267-5300

LESSEE'S TECHNICAL CONTACTS:

Name:
Address:
Daytime Phone No.:
Facsimile No
24-Hour Contact No.: Network Operations Center (NOC) – (800) 725-8170
Dispatch Center:

EXHIBIT F

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into as of _____, 2020 by and between **The City of Palmdale**, a California municipal corporation("Lessor") and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company ("Lessee").

WITNESSETH:

That Lessor hereby leases to Lessee and Lessee hereby leases from Lessor a portion of that certain real property (the "Property") known as McAdams Park, located at 38115 30th Street East, Palmdale, California, 93550 Assessor's Parcel Numbers 3018-027-902 & 903, described in Exhibit "A" attached hereto and incorporated herein by reference, under the terms and conditions of the unrecorded Communications Site Lease Agreement by and between Lessor and Lessee fully executed by both parties on__ , 202__, and incorporated herein by reference (the "Agreement") for an initial term of ten (10) years, commencing on the Commencement Date, as defined in the Agreement, and with three (3) subsequent optional extension terms of five (5) years each, pursuant to the terms of the Agreement. The Agreement provides for grant of non-exclusive right of way for rights of access to and over the Property and to utility facilities serving the Property. The total guaranteed term is less than 35 years.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSEE:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By:_____
Title:_____
Address:

LESSOR:

By: _____
Title: _____
Address:

[FORM DOCUMENT, NOT FOR EXECUTION]

EXHIBIT G

RENT MONIES DEPOSIT DIRECTIONS

LESSEE shall make monthly Rent deposits to the following:

If by Direct Deposit - Wiring Instructions

Bank: MECHANICS BANK
610 Newport Center Drive, Suite 100
Newport Beach, CA 92660

Account Name:	PSRS ATS Communications-Municipal Lockbox Account
Account Number:	[redacted]
ABA:	
Tax I.D. #	[redacted]
Contact Name:	Roger Schneider - Accounting rschneider@psrs.com
Bank Phone#:	858-522-1459
Bank FAX#:	Fax # (858) 514-2105

Vendor Account ID Number: _____

If by U.S. Mail - PLEASE have the remittances sent to the following address:
Pacific Southwest Realty Services
Attn: Roger Schneider - Accounting
7675 Dagget Street, Suite 330
San Diego, CA 92111

Phone: (858) 522-1459

EXHIBIT H

("LETTER AGREEMENT")

_____, 202___

City of Palmdale
c/o ATS Communications
4195 Chino Hills Parkway, #605
Chino Hills, CA 91709

Re: Letter Agreement ("Letter Agreement") to Communications Site Lease Agreement between the City of Palmdale and New Cingular Wireless PCS, LLC of even date herewith, to memorialize the Capital Contribution (as defined below) payment from LESSEE (as defined below) to LESSOR (as defined below)

Dear City Manager:

The City of Palmdale, a California municipal corporation, hereinafter designated "LESSOR" and New Cingular Wireless PCS, LLC, a Delaware limited liability company, hereinafter designated "LESSEE" are parties to that certain Communications Site Lease Agreement of even date herewith ("Agreement"). As additional consideration for LESSOR'S execution of the Agreement, and as capital contribution for the structural modifications to LESSOR'S existing Light Standard (as defined in the Agreement) to accommodate LESSEE'S installation of its equipment, LESSEE hereby agrees to pay to LESSOR within sixty (60) days of the Commencement Date (as defined in the Agreement), a one-time, non-recurring, non-refundable payment equal to Ten Thousand and No/100 Dollars ($10,000.00) ("Capital Contribution").

The duly authorized representatives of LESSEE and the LESSOR have executed this Letter Agreement and agree to its terms by affixing their signatures below.

"LESSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Its: _____
Date: _____

"LESSOR"

The City of Palmdale, a California municipal corporation

By: _____
Its: _____
Date: _____

City Council Staff Report

DATE: **JUNE 7, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2023-039, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE TO REPEAL AND REPLACE RESOLUTION NO. CC 2020-035 WITH RESOLUTION NO. CC 2023-039, WHICH ADOPTS THE UPDATED TITLE VI PLAN FOR THE CITY OF PALMDALE FOR 2023-2026**

ISSUE

Adopt Resolution No. CC 2023-039, a Resolution of the City Council of the City of Palmdale to repeal and replace Resolution No. CC 2020-035 with Resolution No. CC 2023-039 which adopts the updated Title VI Plan for the City of Palmdale for 2023-2026.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2023-039 for the purpose of adopting the updated Title VI Plan for the City of Palmdale associated with receiving federal transit grant funds.

BACKGROUND

In April 2014, the City Council adopted the City's Title VI Plan, associated with the Civil Rights Restoration Act of 1964 and 1987 which prohibits discrimination based on race, color, and national origin, in programs and activities receiving federal financial assistance and including all programs or activities of federal aid recipients, sub recipients, and contractors, whereas such programs and activities are federally assisted or not.

As a condition of federal grant funding for transit related projects, the City must have a Title VI plan to implement federal Title VI non-discrimination and environmental justice requirements. Environmental justice includes the need to identify and address the effects of programs, policies, and activities on minority and low-income populations and ensure full and fair participation by these populations during the decision-making process.

The City also has a Limited English Proficient (LEP) Plan, which was implemented to comply with Executive Order 13166, signed by President Clinton, mandating that all recipients of federal aid improve access to services for people with limited English

proficiency, one of the provisions of the Title VI of the Civil Rights Act of 1964. This plan has been updated through 2024-2026.

A Title VI Plan is required when City Departments receive federal grant funds (42 U.S.C. Section 2000d, 23 CFR 200.9 and 49 CFR 21), via either primary or sub recipient through federal agencies (i.e. Metro, Caltrans, FTA) and is required to be updated every three (3) years. The updated Title VI plan, Exhibit A, contains the following provisions:

- Requirement to provide Title VI Assurances by reporting annual Certifications and Assurances to federal agencies;
- Requirement to notify beneficiaries of protection under Title VI;
- Requirement to have Title VI complaint procedures and a complaint form;
- Requirement to promote inclusive public participation;
- Requirement to provide meaningful access to Limited-English Proficient (LEP) persons;
- Requirement to ensure that both environmental analysis and Title VI environmental justice requirements are incorporated into the scope of work for all facilities projects;
- Requirement to provide additional information upon request.

Staff recommends that the City Council adopt Resolution No. CC 2023-039 for the purpose of adopting the updated Title VI Plan for the City of Palmdale, authorize the periodic review and update of the City's Title VI Plan and LEP Plan as new grants and guidance are received and authorize its City Manager or her designee to implement the City's Title VI Plan and LEP Plan.

FISCAL IMPACT

There is no fiscal impact.

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:	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 Patrick Curley III, Interim City Attorney

ATTACHMENTS

Resolution No. CC 2023-039
City of Palmdale Title VI Program & Limited English Proficiency Plan

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE TO REPEAL AND REPLACE RESOLUTION NO CC 2020-012 WITH RESOLUTION NO CC 2023-039, WHICH ADOPTS THE UPDATED TITLE VI PLAN FOR THE CITY OF PALMDALE FOR 2023-2026

WHEREAS, the City of Palmdale adopted Resolution No. CC 2017-035 on June 6, 2017 to adopt the City's Title VI plan and since that time, the plan has had minor updates incorporated into the document.

WHEREAS, discrimination based on race, color, and national origin is prohibited in programs and activities receiving federal financial assistance by Title VI of the Civil Rights Act of 1964 and FTA Title VI Circular 4702.1B; and

WHEREAS, as a condition of receiving federal transit grants, the City must have a "Title VI Plan" to implement the requirements of Title VI of the Civil Rights Act of 1964 and FTA Title VI Circular 4702.1B, and update the plan every three (3) years; and

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

SECTION 1. Adopt the City of Palmdale updated Title VI Plan (2023-2026) and Limited English Proficiency Plan (LEP) (2019-2025) which is attached hereto as "Exhibit A" and incorporated herein by references.

SECTION 2. Authorize the periodic review and update of the City's Title VI Plan and LEP Plan as new grants and guidance are received.

SECTION 3. The City Council hereby authorizes its City Manager or her designee to implement the City's Title VI Plan and LEP Plan, to take all actions necessary and convenient to carry out and implement the Plan(s) and to administer the City's obligations, responsibilities and duties to be performed thereunder.

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

PASSED, APPROVED and **ADOPTED** this 7th day of June, 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 7th day of June, 2023 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____

Rochelle Scott, Acting City Clerk

EXHIBIT “A”

City of Palmdale Title VI Program & Limited English Proficiency Plan

2023 - 2026 Update

Table of Contents

City of Palmdale Title VI Program 3

Appendix 1: Title VI Notice to Beneficiaries 9
Appendix 2: Title VI Complaint Procedures 10
Appendix 3: Title VI Complaint Form 10
Appendix 4: List of Transit-Related Title VI Investigations, Complaints, and Lawsuits 13
Appendix 5: Public Participation Plan 16
Appendix 6: Table Depicting Minority Representation on Committees and Councils Selected by City of Palmdale 18
Appendix 7: Employee Education Form 19
Appendix 8: Letter Acknowledging Receipt of Title VI Complaint 20
Appendix 9: Letter of Finding (Notifying Complainant that Complaint Is Substantiated) 20
Appendix 10: Closure Letter (Notifying Complainant that the Complaint Is Not Substantiated) 21
City of Palmdale Limited English Proficiency Plan (2019-2025) .....

City of Palmdale Title VI Program

INTRODUCTION:

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities of any entity that receive federal assistance. The law provides that:

> "[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance." 42 U.S.C. § 2000d.

Entities, whether public or private, that received federal assistant (call recipients) from any federal agency, including the Federal Transportation Authority (FTA) and the Federal Highway Administration (FHWA), must take concrete steps to ensure nondiscrimination in their programs and activities. These agencies require compliance with Title VI by submitting a Title VI Plan update every three (3) years. City Council must review and approve the Title VI Plan Update prior to its submittal.

In addition to the updated plan, FHWA requires a Title VI Annual Accomplishments and Goals Report. This report lists the goals accomplished in the past year and goals for the following year. For instance, a goal may state where Title VI issues were identified, discrimination prevented, activities and efforts of the Title VI specialist and program area personnel in monitoring Title VI, etc. The annual accomplishments and goals report should be updated each year. A separate Title VI plan is being developed for FHWA regulations

Section 601 of Title VI of the Civil Rights Act of 1964 states the following:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Title VI does not only apply to the discrete program or activity to which a recipient directs federal funds. Congress clarified its intent regarding the broad coverage of Title VI and related civil rights laws with the Civil Rights Restoration Act of 1987. That Act amended Title VI to say that "programs" or "programs and activities" means "all of the operations of" any department, agency, or instrumentality of a state or local government, any part of which is extended federal assistance. To be clear, if a department of a state or local government receives federal assistance, all of the operations of that department would be covered by Title VI, but not all of the operations of the State or local government as a whole. The amended definition of "programs and activities" also makes clear that Title VI does not only apply to activities of a recipient of federal assistance that are federally funded, but applies to "all the operations of" a

recipient, even those that are not federally funded. Title VI also applies to the programs and activities of entities that distribute federal funds to other entities (called "subrecipients") as well as those actions taken by private firms under contract with the recipient. Taken together, this means that the scope of Title VI is quite expansive.

For example, state departments of transportation in every state (the state highway agencies or SHAs) receive federal funds from the FHWA, which means Title VI applies to all of the SHAs' programs and activities (e.g. transportation planning, project development, contracting, residential and business relocations, construction, etc.), whether those programs and activities are federally-funded or not. Title VI would also apply to every contract for highway or road construction awarded by an SHA, whether federally-funded or not. Further, most SHAs distribute federal assistance to cities, counties, and metropolitan planning organizations, as well—and Title VI would then apply to all of those highway and road programs as well.

The City of Palmdale 2023 Title VI Program represents an update of the council approved 2020 Title VI Program. It consists of a report and supporting documentation that provides evidence of the equitable distribution of services; promotion of full and fair participation in public transportation decision-making without regard to race, color, or national origin, and meaningful access to transit-related programs and activities by persons with limited English proficiency for both FTA and FHWA requirements. Failure to submit a Title VI plan update or to have a Title VI Plan Update approved by City Council could result in the loss of Federal funding.

The City of Palmdale occasionally receives Federal Transit Administration (FTA) and Federal Highway Administration funds for construction of transit related projects. As a condition of receiving financial assistance from the U.S. Department of Transportation (DOT) to construct these projects, the City must ensure that their programs, policies, and activities comply with DOT's Title VI regulations. The following program was developed to guide the City of Palmdale in its administration and management of Title VI-related activities, and details how the City of Palmdale meets the requirements as set forth in FTA Circular 4702.1B.

Policy:

City of Palmdale is committed to ensuring that no person on the basis of race, color, or national origin will be excluded from participation or subjected to discrimination in the level and quality of transit services or related benefits provided by the City of Palmdale's employees, affiliates, and contractors.

Governing Board:

The governing board for is made up of five elected members of the Palmdale City Council.

General Reporting Requirements:

Chapter III of FTA Circular 4702.1B addresses the general reporting requirements for recipients and sub-recipients of Federal Transit Administration (FTA) funding to ensure that their activities comply with DOT Title VI regulations. The City of Palmdale is not a provider of fixed route service and therefore only addressed the general reporting requirements in Chapter III. Below are summaries of each requirement and how the City of Palmdale's Title VI Program fulfills that requirement.

1. REQUIREMENT TO PROVIDE TITLE VI ASSURANCES.
In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with DOT's Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances to FTA.

City of Palmdale annually submits its Certifications and Assurances to FTA in association with projects that received federal transit grant funding.

2. REQUIREMENT TO PREPARE AND SUBMIT A TITLE VI PROGRAM.
FTA requires that all direct and primary recipients document their compliance with DOT's Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years or as otherwise directed by FTA. For all recipients (including sub-recipients), the Title VI Program must be approved by the recipient's board of directors or appropriate governing entity or official(s) responsible for policy decisions prior to submission to FTA. Sub-recipients shall submit Title VI Programs to the primary recipient from whom they receive funding in order to assist the primary recipient in its compliance efforts.

The City of Palmdale City Council will approve this updated Title VI Program by resolution. The effective date will be the date of the resolution.

3. REQUIREMENT TO NOTIFY BENEFICIARIES OF PROTECTION UNDER TITLE VI
The Title VI Program shall include recipient's Title VI notice to the public that indicates the recipient complies with Title VI, and informs members of the public of the protections against discrimination afforded to them by Title VI. Include a list of locations where the notice is posted.

City of Palmdale has developed a public Title VI Notice to Beneficiaries following the guidelines of Circular FTA C 4702.1B, Appendix B. A copy of this notice is found in Appendix 1 of this Title VI Program. The notice is displayed at the Palmdale Transportation Center on the front window on the customer window of the lobby, and at City Hall. The notice is also posted on the following website: https://www.cityofpalmdale.org/296/Title-VI.

4. REQUIREMENT TO HAVE TITLE VI COMPLAINT PROCEDURES AND A COMPLAINT FORM
All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to members of the public. Recipients must also develop a Title VI complaint form, and the form and procedure for filing a complaint shall be available on the recipient's website.

City of Palmdale has developed a Title VI complaint procedure and form. In this Title VI Program, Appendix 2 outlines the City's Title VI Complaint Procedures, and Appendix 3 is a copy of the City's Title VI Complaint form.

The complaint procedures and form are available in at the Palmdale Transportation Center and on the city's website: https://www.cityofpalmdale.org/296/Title-VI**. Individuals who do not have access to the internet may request that the City mail them a paper copy of the procedures and form.**

5. REQUIREMENT TO RECORD AND REPORT TRANSIT-RELATED TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS

In order to comply with the reporting requirements of 49 CFR Section 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations conducted by entities other than FTA; lawsuits; and complaints naming the recipient. This list shall include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to, the investigation, lawsuit, or complaint.

City of Palmdale will maintain a list of all investigations, lawsuits and complaints naming City of Palmdale according to the guidelines of Circular FTA C 4702.1B, Appendix E. A copy of this list is provided in Appendix 4 of this Title VI Program. In addition, the City will maintain permanent records of all related documents. The City of Palmdale has not received any Title VI complaints of discrimination and therefore does not have any investigations or lawsuits to report, however the processes are in place in the instance that complaints are made.

6. REQUIREMENT TO PROMOTE INCLUSIVE PUBLIC PARTICIPATION

The content and considerations of Title VI, the Executive Order on LEP, and the DOT LEP Guidance shall be integrated into each recipient's established public participation plan or process (i.e., the document that explicitly describes the proactive strategies, procedures, and desired outcomes that underpin the recipient's public participation activities).

City of Palmdale's public participation policy is shown in Appendix 5 of this Title VI Program. The City of Palmdale ensures that minority and LEP populations, as with all members of the public, will be empowered to participate in decisions involved with the City of Palmdale's transit related projects.

7. REQUIREMENT TO PROVIDE MEANINGFUL ACCESS TO LEP PERSONS.

Consistent with Title VI of the Civil Rights Act of 1964, DOT's implementing regulations, and Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (65 FR 50121, Aug. 11, 2000), recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited-English proficient (LEP).

Please see the City of Palmdale Limited English Proficiency Plan (LEP) (2019-2025) attached to this Title VI Program. The City of Palmdale's Four Factor Analysis and language access plan are contained therein.

8. MINORITY REPRESENTATION ON PLANNING AND ADVISORY BODIES.

Title 49 CFR Section 21.5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, "deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program." Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

City of Palmdale does not have a non-elected council; however in the event that one were established, the City would ensure proper minority representation on such council. Appendix 6 shows the City's draft 'Table Depicting Minority Representation on Committees and Councils Selected by City of Palmdale'.

9. REQUIREMENT TO PROVIDE ASSISTANCE TO SUBRECIPIENTS

Title 49 CFR Section 21.9(b) states that if "a primary recipient extends Federal financial assistance to any other recipient, such other recipient shall also submit such compliance reports to the primary recipient as may be necessary to enable the primary recipient to carry out its obligations under this part." Primary recipients should assist their subrecipients in complying with DOT's Title VI regulations, including the general reporting requirements. Assistance shall be provided to the subrecipient as necessary and appropriate by the primary recipient.

The City of Palmdale does not have any sub recipients on the FTA funded projects for the Palmdale Transportation Center and the City has not received any other FTA funds as of this date.

10. DETERMINATION OF SITE OR LOCATION OF FACILITIES.

Title 49 CFR Section 21.9(b)(3) states, "In determining the site or location of facilities, a recipient or applicant may not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which this regulation applies, on the grounds of race, color, or national origin; or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act or this part." Title 49 CFR part 21, Appendix C, Section (3)(iv) provides, "The location of projects requiring land acquisition and the displacement of persons from their residences and businesses may not be determined on the basis of race, color, or national origin." For the purposes of this requirement, "facilities" does not include bus shelters, as these are transit amenities and are covered in Chapter IV, nor does it include transit stations, power substations, etc. as those are evaluated during project development and the NEPA process. Facilities included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc.

The City of Palmdale will ensure that both environmental analysis and Title VI environmental justice requirements are incorporated into the scope of work for all facilities projects.

1. **As of this date, May 2023, the City has not received any additional FTA funding for transit projects.**

2. **For the development of the Palmdale Transportation Center and associated Parking Lot Expansion project, the City of Palmdale used funds for construction of these projects, on property owned by the City of Palmdale. The City did not displace people from their homes and therefore did not need to conduct a Title VI equity analysis. For future FTA funded projects the City will conduct a Title VI equity analysis if applicable and will follow the additional steps below.**

3. **When evaluating locations of facilities, City of Palmdale will give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis will be done at the Census tract or block group where appropriate to ensure that proper perspective is given to localized impacts.**

4. **If the City of Palmdale determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, City of Palmdale will only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race color or nation origin. City of Palmdale will show how both tests are met and will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.**

11. REQUIREMENT TO PROVIDE ADDITIONAL INFORMATION UPON REQUEST.
FTA may request, at its discretion, information other than that required by this Circular from a recipient in order for FTA to investigate complaints of discrimination or to resolve concerns about possible noncompliance with DOT's Title VI regulations.

City of Palmdale will fully cooperate with any FTA investigation of discrimination complaints to the extent required by Title VI regulations.

Appendix 1: Title VI Notice to Beneficiaries

The City of Palmdale operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights, Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Palmdale. The public can go to the below website to see more information with regard to the Title VI. This link is also where a complaint form can be downloaded and then submitted to the City.
https://www.cityofpalmdale.org/296/Title-VI

This information is also posted at the Palmdale Transportation Center, 39000 Clock Tower Plaza Drive, Palmdale, CA 93550.

For additional information on the City of Palmdale's obligation regarding non-discrimination, please write to: City of Palmdale, City Attorney's Office, 38300 Sierra Highway, Palmdale, CA 93550.

HOW TO FILE A TITLE VI COMPLAINT

Any person who believes he or she may have been discriminated against on the basis of race, color, or national origin may file a complaint with the City of Palmdale.

The complaint must be filed within 180 days of the alleged discrimination date. Written complaints may be sent to City of Palmdale, 38300 Sierra Highway, Palmdale, CA 93550, or an online complaint form may be accessed at City of Palmdale's website: https://www.cityofpalmdale.org/296/Title-VI.
In addition to utilizing the Civil Rights complaint process at the City of Palmdale, a complainant may file a Title VI complaint concerning race, color or national origin discrimination with the Federal Transit Administration (FTA), Office of Civil Rights, and Attention: Title VI Program Coordinator; East Building, 5th Floor – RCR; 1200 New Jersey Avenue, SE, Washington, DC 20590.

****All vital documents are translated in Spanish and posted accordingly. The translated vital documents are not part of this attachment.**

Appendix 2: Title VI Complaint Procedures

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the City of Palmdale (hereinafter referred to as "City") may file a Title VI compliant by completing and submitting the agency's Title VI Complaint Form. The City of Palmdale investigates complaints received no more than 180 days after the alleged incident. The City will process complaints that are complete.

Once the complaint is received, the City will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential.

At a minimum the investigating will:

- Identify and review all relevant documents, practices and procedures;
- Identify and interview persons with knowledge of the alleged discrimination, that is, the person making the complaint; witnesses or anyone identified by the Complainant; anyone who may have been subject to similar activity, or anyone with relevant information.

Upon review of the complaint, the City will issue one of two letters to the complainant; a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of staff, or other action will occur.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue, SE, Washington, DC 20590.

****All vital documents are translated in Spanish and posted accordingly. The translated vital documents are not part of this attachment.**

Appendix 3: Title VI Complaint Form

The following information is necessary to assist us in processing your complaint. If information is needed in another language, please contact (661) 267-5115.

La siguiente información es necesaria para ayudarnos a procesar su queja. Si necesita información en otro idioma, por favor contacte al (661) 267-5115.

Complete and return this form to: City of Palmdale, 38300 Sierra Highway, Palmdale, CA 93550.

1. Complainant's Name:_____

2. Address:_____

3. City:_____State:_____Zip Code:_____

4. Telephone Number (home):_____(business):_____

5. Person discriminated against (if someone other than the Complainant):

   Name:_____

   Address:_____

   City:_____State:_____Zip Code:_____

6. Which of the following best describes the reason you believe the discrimination took place? Was it because of your:

   a. Race ☐ b. Color ☐ c. National Origin ☐

7. What date did the alleged discrimination take place?_____

8. In your own words, describe the alleged discrimination. Explain what happened and whom you believe was responsible. Please use the back of this form if additional space is required.

_____

_____

9. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court? Yes: ☐ No: ☐

If yes, check each box that applies:

Federal agency	☐	Federal court	☐	State agency	☐
State court	☐	Local agency	☐		

10. Please provide information about a contact person at the agency/court where the complaint was filed.

Name:_____

Address:_____

City:_____ State:_____ Zip Code:_____

11. Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

_____ _____

Complainant's Signature Date

****All vital documents are translated in Spanish and posted accordingly. The translated vital documents are not part of this attachment.**

Appendix 4: List of Transit-Related Title VI Investigations, Complaints, and Lawsuits – Updated May 2023

Per FTA Circular 4702.1B, "all recipients are required to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin":

- Active investigations conducted by FTA and entities other than FTA
- Lawsuits; and
- Complaints naming the recipient

Below is the list of complaints that the City has received since the approval of the Title VI program:

Investigations, Lawsuits and Complaints

	Date (Month, Day, Year)	Summary (Include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.	N/A			
Lawsuits				
1.	N/A			
Complaints				
1. Joseph Matthew Doss	3/6/2019	Complaint alleging that a Code Enforcement officer conspired with a state parole agent to illegally arrest the Complainant	Matter closed	5/2/19 Letter sent to Mr. Doss stating that after analyzing the materials and fact pertaining to the case for evidence of the City's failure to comply with Title VI, the review didn't indicate that provisions of Title VI were violated.
2. Meriah Denning	8/4/2014	Complaint regarding the death of Geraldine Denning, at a	Matter closed	8-19-14 Analyzed materials and facts pertaining to the case and

		railroad track at Palmdale Blvd - based upon race, color or national origin		determined that the complaint was not substantiated and case closed.
3. Mollie Watson	8/4/2014	Complaint regarding the death of Geraldine Denning, at a railroad track at Palmdale Blvd - based upon race, color or national origin	Matter closed	8-19-14 Analyzed materials and facts pertaining to the case and determined that the complaint was not substantiated and case closed.
4. Stacy Page	4/8/2014	Complaint regarding the death of Manuel Correa at a railroad track at Palmdale Blvd - based upon race, color or national origin	Matter closed	5-14-14 Analyzed materials and facts pertaining to the case and determined that the complaint was not substantiated and case closed.
5. Maria Correa	4/8/2014	Complaint regarding the death of Manuel Correa at a railroad track at Palmdale Blvd - based upon race, color or national origin	Matter closed	5-14-14 Analyzed materials and facts pertaining to the case and determined that the complaint was not substantiated and case closed.
6. Estate of Manuel Correa	4/8/2014	Complaint regarding the death of Manuel Correa at a railroad track at Palmdale Blvd - based upon race, color or national origin	Matter closed	5-14-14 Analyzed materials and facts pertaining to the case and determined that the complaint was not substantiated

				and case closed.
7. Danielle Garcia	4/8/2014	Complaint regarding the death of Manuel Correa at a railroad track at Palmdale Blvd - based upon race, color or national origin	Matter closed	5-14-14 Analyzed materials and facts pertaining to the case and determined that the complaint was not substantiated and case closed.
8. Raul Garcia	4/8/2014	Complaint regarding the death of Manuel Correa at a railroad track at Palmdale Blvd - based upon race, color or national origin	Matter closed	5-14-14 Analyzed materials and facts pertaining to the case and determined that the complaint was not substantiated and case closed.

Appendix 5: Public Participation Plan

A. Introduction and Policy Statement

The City of Palmdale is committed to providing an open and visible decision-making process to which Palmdale residents has equal access. It is the goal of the City Council to actively solicit the involvement of citizens in the public decision-making process, through public notification, media exposure, neighborhood meetings, and public hearings. This includes seeking out and considering the viewpoints of minority, low-income, and limited English proficiency (LEP) populations (as well as older adults and people with limited mobility) in the course of conducting public outreach activities, consistent with Federal Transit Administration (FTA) Circular 4702.1B ("Title VI Requirements and Guidelines for Federal Transit Administration Recipients").

B. Public Involvement Principles

The following principles will be used to develop the Public Involvement Plan for transit projects and programs:

- When a project (e.g., construction activity) may affect a neighborhood, special neighborhood meetings will be scheduled early in the project planning process. Notices will be sent to organized neighborhood groups and any individual who has requested notification.
- All public hearing notices shall be written in clear, concise and understandable language and will incorporate graphics when it aids the message. The notices will clearly be identified as a City of Palmdale notice.
- The Public Involvement Plan will reflect the city's goal to provide early and continuous opportunities for the public to be involved in the identification of the impacts of proposed decisions. It will also reflect the City's goal to seek out the viewpoints of minority, low-income, and Limited English Proficiency (LEP) populations, as well as older adults and people with limited mobility, in the course of conducting public outreach and involvement activities, consistent with the City's Title VI Program, Executive Order 13166 on access for individuals with Limited English Proficiency, and U.S. Department of Transportation (DOT) LEP Guidance.
- The Public Involvement Plan will be tailored to the populations affected and the type of plan, program, or service under consideration.
- Public meetings will be held in locations that are accessible to transit riders and people with disabilities, and will be scheduled at times that are convenient for members of the public.
- Public meetings and hearings will be broadly advertised in the community in both English and Spanish (e.g., through posters onboard buses and at major transit stops and facilities, the City's website, local print media, social media) and notification will be provided regarding the availability of language assistance.

C. Targeted Public Outreach to Minority and Limited English Proficient (LEP) Populations

During development of the Public Involvement Plan and/or planning for public engagement in general, the City will incorporate strategies intended to promote involvement of minority and LEP individuals in public participation activities, as appropriate for the plan, project, or service in question, and consistent with federal Title VI regulations, Executive Order 13166 on Limited English Proficiency, and the U.S. Department of Transportation LEP Guidance.

At a minimum, staff will implement the strategies identified in Section B, including holding public meetings in locations that are accessible to transit riders and people with disabilities, scheduling meetings at times that are convenient for members of the public, advertising meetings and hearings in English and Spanish, and providing notice of the availability of language assistance.

In addition, City staff should consider implementing the following public engagement strategies to complement the minimum requirements, as appropriate to the plan, project, or service:

- Using supplemental outreach strategies such as surveys regarding City projects
- Partnering with community organizations to engage members of the public who are less likely to attend traditional public meetings (including LEP populations) through means such as surveys and focus groups. The City maintains a list of current and potential future community partners.
- Attending community events and meetings of neighborhood associations, faith-based organizations, advocacy groups, and other groups to solicit feedback from diverse members of the public.

City staff may consult FTA Circular 4703.1 ("Environmental Justice Policy Guidelines for Federal Transit Administration Recipients") for additional strategies that may be incorporated into the Public Involvement Plan.

Appendix 6: Table Depicting Minority Representation on Committees and Councils Selected by City of Palmdale

The City of Palmdale does not have a non-elected council, however the Planning Commission is appointed along with transit related committees.

Membership of Boards, Councils, and Committees Broken Down by Race

Body	Caucasian	Latino	African American	Asian American	2 or more races	Native American	Some other race	Native Hawaiian and other
Population	**43,729**	**67,210**	**24,069**	**7,446**	**31,694**	**4,053**	**303**	**518**
Non-elected Planning Board	**2**	**2**	**1**					
Committees								
Antelope Valley Air Quality	**2**	**1**						
Antelope Valley Transit Authority	**2**	**1**						
High Desert Corridor Joint Powers Authority	**1**	**1**						
North County Transportation Coalition (NCTC)	**2**	**1**						
Southern California Association of Governments (SCAG)	**1**	**1**						

Appendix 7: Employee Education Form

Title VI Policy

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of the City and its affiliates are expected to consider, respect, and observe this policy. Citizen questions or complaints shall be directed to City of Palmdale Title VI Coordinator.

Appendix 8: Letter Acknowledging Receipt of Title VI Complaint

Today's Date

Ms. Jane Doe
1234 Main St.
Palmdale, CA 93550

Dear Ms. Doe:
This letter is to acknowledge receipt of your complaint against the City of Palmdale alleging _____.
An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning (661) 267-5115, or write to:

City of Palmdale
City Attorney Office
Attn: Title VI Coordinator
38300 Sierra Highway
Palmdale, CA 93550

Sincerely,

City of Palmdale Title VI Coordinator

Appendix 9: Letter of Finding (Notifying Complainant that Complaint Is Substantiated)

Today's Date

Ms. Jane Doe
1234 Main St.
Palmdale, CA 93550

Dear Ms. Doe:
The matter referenced in your letter of _____ (date) against the City of Palmdale alleging a Title VI violation has been investigated.

(An/Several) apparent violation(s) of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter (was/were) identified. Efforts are underway to correct these deficiencies.

Thank you for calling this important matter to our attention. You were extremely helpful during our review of this matter. ***(If a hearing is requested, the following sentence may be appropriate.)*** You may be hearing from this office, or from Federal authorities, if your services should be needed during the administrative hearing process.

Sincerely,

City of Palmdale Title VI Coordinator

Appendix 10: Closure Letter (Notifying Complainant that the Complaint Is Not Substantiated)

Today's Date

Ms. Jane Doe
1234 Main St.
Palmdale, CA 93550

Dear Ms. Doe:
The matter referenced in your complaint of _____ (date) against the City of Palmdale alleging _____ has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964, have in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving Federal financial assistance.

The City has analyzed the materials and facts pertaining to your case for evidence of the City's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to appeal this decision within thirty calendar days of receipt of this final written decision from the City.

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to contact me.

Sincerely,

City of Palmdale Title VI Coordinator

CITY OF PALMDALE

Consolidated Plan Programs
Limited English Proficiency Plan

2019-2020 through 2024-2025

Adopted March 2020

A. PLAN PURPOSE

This Limited English Proficiency (LEP) Plan is established pursuant to and in accordance with Executive Order 13166, "Improving Access to Services for Persons With Limited English Proficiency," Title VI of the Civil Right Act of 1964, and the Department of Housing and Urban Development's (HUD) Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, dated January 22, 2007, and effective February 21, 2007.

Executive Order No. 13166 was adopted to ensure meaningful access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English proficiency.

LEP persons are those whose proficiency in speaking, reading, writing, or understanding English is such that it would deny or limit their meaningful access to federally conducted and assisted programs and activities provided by the City of Palmdale, if language assistance were not provided.

B. POLICY

The City is committed to ensuring that federally funded programs and resources are accessible to LEP persons, without discrimination on the basis of national origin. The City is further committed to providing translation assistance for federally funded programs and resources to LEP persons whose primary language constitutes 5 percent or 1,000 persons, or more of the City of Palmdale population.

C. FOUR-FACTOR ANALYSIS

As a recipient of federal funding, the City is required to take reasonable steps to ensure meaningful access to their federally funded programs and activities by LEP persons. The following four-factor analysis is the starting point for creating a Plan which balances LEP needs and assistance measures provided:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee.

According to the 2017 American Community Survey 5-year Estimates (ACS), Palmdale had a population of 157,358 in 2017. Approximately 74.7 percent of its residents are native born, with the remaining 25.3 percent foreign born.

The City of Palmdale is ethnically diverse, with racial and ethnic minorities representing fast growing segments of the population. Approximately 42.6% of the population is white, which exceeds the 39% estimate of the white population for the State of California. Whites are followed by the following single race populations: Black or African Americans at 12.5%, Asians at 4.4%, American Indian and Alaskan Native at 0.9%, Native Hawaiian and Other Pacific Islanders at 0.3%, and "Some Other Race" at (34.0%). Hispanics of any race are the largest ethnic group, comprising 58.6% of the population.

Of critical concern for the development of this LEP Plan is the language spoken at home, which as reflected in the 2013-2017 ACS is detailed as follows:

CITY OF PALMDALE LANGUAGE SPOKEN AT HOME 2013-2017 ACS		
	Number	**Percent of Population 5 years of age and over**
Population 5 years of age and over	**143,962**	**100.0**
English only	85,210	59.2
Language other than English	58,752	40.8
Speak English less than "very well"	26,987	18.7
Spanish	52,039	36.1
Speak English less than "very well"	24,178	16.8
Other Indo-European languages	2,003	1.4
Speak English less than "very well"	682	0.5
Asian and Pacific Islander languages	3,724	2.6
Speak English less than "very well"	1,811	1.2
Other Languages	986	0.7
Speak English less than “very well”	316	0.2

HUD has provided “safe harbor” guidance which establishes language group size thresholds as the basis for determining the minimum required written materials LEP assistance.

Size of Language Group - Recommended Provision of Written Language Assistance	
1,000 or more in the eligible population in the market area or among current beneficiaries.	Translate vital documents.
More than 5 percent of the eligible population or beneficiaries *and* more than 50 in number.	Translate vital documents.
More than 5 percent of the eligible population or beneficiaries *and* 50 or less in number.	Translate written notice of right to receive free oral interpretation of documents.
5 percent or less of the eligible population or beneficiaries *and* less than 1,000 in number.	No written translation is required.

ANALYSIS

The above 2013-2017 ACS Language Spoken at Home table reflects that Spanish is the largest language group which may require the provision of LEP assistance, with 52,039 persons, or 36.1 percent of the City's population over the age of five indicating the primary use of Spanish at home, and 24,178 persons, or 16.8 percent of the City's population over the age of five indicating that they speak English "less than very well." The 24,178 Spanish speaking persons indicating that they speak English less than "very well" exceeds the 1,000-person threshold established under HUD's safe harbor guidance. Based on these findings, LEP translation is required for the Spanish language for CDBG, HOME, and NSP programming, and for participatory contact programs and projects.

While the number of persons speaking Asian and Pacific Islander languages at home totals 3,724 (2.6% of the City population over the age of five), it is important to note that 1,811 persons (48.6 percent of the language group) indicated that they spoke English less than "very well," or approximately 1.2 percent of Palmdale's population over the age of five. The following table reflects the prorated distribution of the various Asian and Pacific Islander languages based on race characteristics for the City of Palmdale.

City of Palmdale
Asian, Hawaiian, and Pacific Islander
Race Distribution - 2013-2017 ACS

	Number	Percentage of Total Population	Percentage of Asian, Hawaiian and Pacific Islander Race Population	Prorated Distribution of Asian, Hawaiian and Pacific Islander that Speak English Less Than Very Well
Asian, Native Hawaiian and Other Pacific Islander	**7,342**	**4.67**	**100.00**	**1,811**
Asian-Indian	484	0.31	7.69	139
Chinese	600	0.38	7.19	130
Filipino	3,410	2.17	48.06	870
Japanese	219	0.14	5.53	100
Korean	691	0.44	6.45	117
Vietnamese	611	0.39	8.55	155
Other Asian	885	0.56	12.36	224
Native Hawaiian	16	0.01	2.09	38
Guamanian or Chamorro	185	0.12	1.37	25
Samoan	241	0.15	0.18	3
Other Pacific Islander	0	0.00	0.00	0

Considering the distribution reflected in the above table, the Filipino race with approximately 3,410 persons is the largest race among the Asian population in the City. The Filipino race also constitutes 48.06% of the combined Asian, Hawaiian and Pacific Islander race population. Applying the prorated 48.06% of Filipino persons to the 1,811 Asian, Native Hawaiian and Pacific Islander persons that speak English less than "very well", results in an estimated 870 Filipino persons potentially requiring LEP assistance.

These 870 persons are further distributed over the fourteen (14) major languages inclusive of: Tagalog, Cebuano, Ilocano, Hiligaynon or Ilonggo, Northern Bicol, Kapampangan, Pangasinan, Chavacano, Meranaw, Maguindanao, Kinaray, Tausug, Surigaonon, and Waray-Waray; each of which has in excess of one million Philippine speakers. Of these major languages, Tagalog and Cebuano, account for approximately 31% and 25% of the population respectively. Accordingly, this array of languages serves to further dilute the number of LEP persons for any given language spoken by Filipino residents to levels significantly below the 1,000 person or 5% of the eligible population HUD thresholds; thereby excluding them from the required translation of vital documents.

2. The frequency with which LEP persons come into contact with the program.

The City of Palmdale annually conducts a wide variety of programs utilizing HUD funding resources. While programs and their respective funding levels vary from year to year, the general range of activities has remained relatively consistent. Based on this historical consistency, this LEP Plan is designed to be effective for the period between 2019-2020 and 2024-2025. In the event that projects or programs are HUD funded, and not adequately considered under this LEP Plan, an amendment to the Plan shall be performed to appropriately consider and address the approved activities. The City's Consolidated Plan Program has $1,608,313 in CDBG funds and $854,832 of HOME funds ($300,000 derived from prior year resources) available for FY 2019-2020, and approved 2019-2020 activities include the following:

Approved 2019-2020 CDBG Program Activity	Budget
CDBG Administration	
CDBG Program Administration	$ 288,300
Sub-Total	**$ 288,300**
CDBG Public Service Activities	
Fair Housing Services	$ 33,363
South Antelope Valley Emergency Services	$ 241,247
Sub-Total	**$ 274,610**
CDBG Non-Public Service Activities	
ADA Compliance – Public Facilities and Infrastructure Improvements	$ 618,433
Section 108 Debt Service	$ 426,970
Sub-Total	**$ 1,045,970**
CDBG TOTAL	**$ 1,608,313**

Approved 2019-2020 HOME Program Activity	Budget
HOME Administration	
HOME Program Administration	$ 55,483
Sub-Total	**$ 55,483**
HOME Activities	
Community Housing Development Organization	$ 83,225
Tenant Based Rental Assistance	$ 339,312
Multi-Family Rental New Construction	$ 376,812
Sub-Total	**$ 799,349**
HOME TOTAL	**$ 854,832**

Of the CDBG funded activities, the ADA Compliance – Public Facilities and Infrastructure Improvements project is a capital improvement project, and will not entail participatory contact with LEP persons. The HOME funded Community Housing Development Organization project and Multi-Family Rental New Construction projects are also capital development projects that do not anticipate contact with LEP persons during their construction phase.

Both of the CDBG funded Public Service activities and the HOME funded Tenant Based Rental Assistance Program projects have the greatest expectation of contact with LEP persons. Consequently, the City has an obligation to ensure reasonable access to these programs and services for LEP persons.

Consistent with the above analysis and program reviews, historic CDBG and HOME inquiries, utilization, and outreach have reflected Spanish to be the largest language group in need of LEP assistance.

3. The nature and importance of the program, activity, or service provided by the program to people's lives.

CDBG and HOME funded activities provide positive impacts to the lives of all City residents. However, as previously discussed, there are a number of federally funded activities which provide substantial direct benefits to participants, inclusive of the following:

Program	Benefits
Fair Housing Services	Affirmatively furthers fair housing choice through the provision of fair housing education, counseling, and anti-discrimination and landlord-tenant mediation services.
Tenant Based Rental Assistance	Provides rental assistance to extremely-low income households, particularly seniors

Program	Benefits
South Antelope Valley Emergency Services	Provides a continuum of services to prevent and eliminate homelessness, including, but not limited to emergency services, homeless prevention programs, case management and transitional housing.

The above activities involve potential participatory contact with LEP persons, and as such require the provision of LEP language assistance.

The CDBG and HOME Administration projects provide administrative oversight and are responsible for the citizen participation process for federally funded activities. In this capacity, these Administration projects are directly linked to all of the above projects, and require that LEP language assistance be provided.

4. The resources available to the grantee/recipient and costs.

The City of Palmdale currently has bilingual (English/Spanish) staff available for the provision of interpretation services in facilities where the City is the direct provider of federally funded services. All federally-funded sub-recipients also have bilingual (English/Spanish) staff available or interpreters accessible to assist clientele. In addition, the City has direct link translation services available on its City web site for a multitude of major languages. Based on the presence of bilingual staff, in addition to available interpretation (oral) services, translation (written) services are also available for most required documents.

Due to the potential liabilities for errors in translation, legal documents may require that external professional translators be employed. Additionally, large scale documents may also require the use of professional translators. Evaluation of cost-effective measures for the provision of LEP translation services will be made prior to engaging external service providers.

D. LANGUAGE ACCESS PLAN

Based on the foregoing "Four Factor Analysis," the greatest need for LEP resources is in the provision of Spanish language services. In an effort to meet these needs, the City will implement responsible measures that provide the following:

1. While interpretation services are widely available at the various venues providing services, enhanced efforts are required in the provision of translation services for vital federally funded program documents.

   "Vital documents" are those that contain information that is critical for obtaining or maintaining the services or benefits that are supported by Federal funds, or that are required by law. Such documents may include but are not limited to outreach materials, applications, consent forms, complaint forms, notices of participant rights and responsibilities, disciplinary notices, letters or notices that require a response from the participant or beneficiary, legal notices, and notices advising LEP persons of the availability of free language services.

   The City will perform written Spanish translations for all documents deemed vital for each federally funded public participation program implemented by the City. Where HUD or other

forms have been translated, and participant signature is required, the participant shall sign the English version of the form as the legally binding document, with the Spanish language translation attached. Translations which require signature shall carry the disclaimer that: "This document is a translation of a HUD-issued and/or required document. This translation is provided to you merely as a convenience to assist in your understanding of your rights and obligations. The English language version of this document is the official, legal, controlling document. This translated document is not an official document.

Where federally funded public participation programs use initial-contact "template" or "form letters", such letters shall be provided in both English and Spanish, and will advise of the availability of language assistance services by the City.

2. With regard to the public participation process for Consolidated Plan Programs, the City will provide public hearing notices for its Consolidated Plan and Annual Action Plan in both English and Spanish, which will contain an advisory regarding the availability of language services throughout the planning process.

   Public participation surveys will be provided in both English and Spanish; and Spanish interpretation services will be made available at all public meetings related to Consolidated Plan Programs.

   In an effort to enhance participation in the planning process for Consolidated Plan Programs by LEP persons, outreach efforts will be conducted by the City with local community groups, and at public facilities in English and Spanish.

   Both the draft and final Consolidated Plan and Annual Action Plans will be condensed into a Summary, and these summary documents will be translated into Spanish with a notification that specifies that additional translation or interpretation services are available on request. The Spanish Summary documents will be made available on the City's website.

   The City's Citizen Participation Plan will be amended to reflect changes that are consistent with the requirements of this LEP Plan.

3. The City's Sub-recipient and Public Service Application process for Consolidated Plan Programs will be amended to include requirements for the provision of LEP resources by sub-recipients and public service providers for all public participatory activities, including marketing, outreach, applications, vital document translations, and monitoring requirements.

   All new Consolidated Plan Program Sub-recipient and Public Service agreements will be amended to incorporate LEP requirements relative to:

   a. Providing Spanish translations for all outreach, marketing, application materials, and vital documents, and to advise of the availability of language assistance services.

   b. Requirements will also be added for sub-recipients and public service providers to:

      i. Develop and maintain operating procedures that address LEP assistance
      ii. Maintain inquiry and application logs that specify language of choice
      iii. Submit documentation to the City supporting sub-recipient and public service provider efforts to further LEP access
      iv. Submit translated documentation to the City for maintenance in the City's project files

v. Require periodic City monitoring for compliance with LEP requirements.

4. Provide annual staff training for staff, sub-recipients, and public service providers of Consolidated Plan Program grant funds on the requirements of this LEP Plan, and its effective implementation at the staff, program, and project level.

   In conjunction with this training, a curriculum shall be developed which addresses: a description of internal resources available and how to access them, sensitivity to LEP persons, response protocols for addressing LEP callers, written communications, in-person contacts, and availability and access to external referral resources.

5. Staff, sub-recipients, and public service providers will maintain inquiry and application logs that document the language preference of persons seeking to apply or participate in the Consolidated Plan Program funded activities and programs. The data derived from these logs will be analyzed to make any necessary adjustments to the LEP Plan.

6. The City and its Consolidated Plan Program sub-recipients and public service providers will insert "tag lines" on all printed outreach materials for federally funded programs and activities indicating the availability of Spanish translation and interpretation services by the City and its Consolidated Plan Program sub-recipients.

7. The City and its Consolidated Plan Program sub-recipients and public service providers will continue to provide Spanish language interpretation services as necessary to ensure access by LEP persons in all federally funded activities.

8. The City's Consolidated Plan Program staff will explore access to federally funded community-based services which provide needed translation and interpretation services for non-Spanish speaking LEP persons.

9. The City's Consolidated Plan Program staff will conduct targeted outreach for federally funded programs and activities to LEP populations via community contacts, ethnic media, or other available means.

Language Access Plan Implementation

Implementation of the above listed measures will be performed in accordance with the following schedule:

1. Spanish translations for all documents deemed vital for each federally funded public participatory or public contact program offered by the City will be completed by July 1 of each Program Year. Documents requiring translation also include: marketing, outreach and marketing/information brochures and publications, applications, and initial-contact "template" or "form letters".

2. Upon approval of this LEP Plan, amendments to the City's Citizen Participation Plan will be performed prior to the next planning cycle for Consolidated Plan Programs.

3. The provision of public hearing notices in Spanish for both the Consolidated Plan and Annual Action Plans will be performed for each future respective document preparation cycle; with advisories regarding the availability of language services throughout the planning process contained in the English and Spanish language notices.

4. Spanish interpretation services will be made available at all public meetings for each future Consolidated Plan Program planning cycle.

5. Public participation surveys for the Consolidated Plan Program will be provided in both English and Spanish; and Spanish interpretation services will be made available at all related public meetings for each respective document preparation cycle.

6. During all future Consolidated Plan Program planning cycles, outreach efforts will be conducted by the City with local community groups, and at public facilities in English and Spanish.

7. All future draft and final Consolidated Plan and Annual Action Plans will be condensed into a summary, and these summary documents will be translated into Spanish with a notification that specifies that additional translation or interpretation services are available on request. The Spanish Summary documents will be made available on the City's website concurrently with the availability of the uncondensed draft and final documents.

8. Amendment of the City's Consolidated Plan Program Sub-recipient Application process and sub-recipient agreements to include requirements for the provision of LEP resources by sub-recipients for all public participatory activities, and to address monitoring responsibilities, will be performed prior to the initiation of the next Consolidated Plan Program planning cycle.

9. An LEP Training curriculum will be initiated for Consolidated Plan Program sub-recipients by July 1 of the 2020-2021 Program Year. Training for City staff and sub-recipients will be conducted subsequent to funding approvals.

10. Existing Consolidated Plan Program sub-recipients will be advised in writing of the approval of this LEP Plan and of the need to provide Spanish translations for all outreach, marketing, application materials, and vital documents, and to advise of the availability of language assistance services.

11. Inquiry and Application Log forms will be developed and placed into service for Consolidated Plan Program sub-recipient programs and projects by July 1 of the 2020-2021 Program Year. The analysis of the resulting data will be performed on an annual basis.

12. The insertion of "tag lines" on all printed outreach materials indicating the availability of Spanish translation and interpretation services by Consolidated Plan Program sub-recipients will be initiated by July 1 of the 2020-2021 Program Year.

13. Spanish language interpretation services for all Consolidated Plan Program funded activities will be performed on an ongoing basis.

14. Access to federally funded community based services which provide needed translation and interpretation services for non-Spanish speaking LEP persons will be explored on an ongoing basis.

15. Targeted outreach for federally funded programs and activities to the LEP populations via community contacts, ethnic media, or other available means will be performed on an ongoing basis, and be adjusted to meet program demands.

E. PLAN MONITORING AND UPDATE

During the term of this LEP Plan, it shall be reviewed annually to ensure conformance with all statutory requirements, monitor changes in the language characteristics of its population, monitor program demand by LEP persons, evaluate its effectiveness, and amended as necessary to accommodate modifications to demographic changes, client needs, regulatory requirements, and revised for new federally funded programs and projects.

City Council Staff Report

DATE: **JUNE 7, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS**
TRAFFIC DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2023-040, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE TO ADOPT THE CITY OF PALMDALE SUSTAINABLE TRANSPORTATION PLAN**

ISSUE

Adopt Resolution No. CC 2023-040, a Resolution of the City Council of the City of Palmdale to adopt the City of Palmdale Sustainable Transportation Plan.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2023-040.

BACKGROUND

The Palmdale Sustainable Transportation Plan (STP) serves as the City of Palmdale's primary guide for transportation improvements in the City, with the core goals of improving safety for all road users. The STP aligns with the vision and goals in the Palmdale 2045 General Plan. As the City's population continues to grow, the City wants to ensure that the transportation network in Palmdale reflects the travel patterns of its current and future residents.

The STP plan is divided into three (3) sections. The Safety Plan examined crash data and identified locations that will most likely benefit from safety enhancements. The VMT Analysis examined various future development scenarios to understand their impacts on vehicle trips and trip lengths which can affect greenhouse gas emissions (GHG). The VMT analysis, through TREDLite software, examined land uses, their impact on vehicle trips and displayed potential mitigation improvements that could lower the VMT. The Equity Study identified equity priority areas that complied with the federal, state and county definitions of equity communities.

Together, these components provided the necessary information for recommendations related to Equity in Infrastructure, Safe Routes to Schools Programs, Transportation Demand Management programs, Vision Zero and Complete Streets policies.

The STP also identified potential funding sources available through federal, state, regional and local programs. The implementation of projects to achieve improved safety and reduced VMT, are currently focused on increasing equitable community development and addressing climate change goals.

DISCUSSION

In order to apply for federal funding through the US Department of Transportation's (USDOT) Federal Highway Administration (FHWA) for improvements to surface roadways, including pedestrian and bicycle infrastructure, an existing Safety Plan, Equity Study, and VMT analysis must exist for application and screening purposes. The adoption of this document will put the City in a better position to get future transportation grants to enhance transportation safety in Palmdale. A consultant team lead by Kimley Horn worked with City staff to develop the Sustainable Transportation Plan. The Palmdale STP presents a summary of all the work completed as part of this project and is supported by the Palmdale Safety Plan, Palmdale Vehicle Miles Traveled Analysis, and Palmdale Equity Analysis.

The link to view the comprehensive plans is located below:
https://cityofpalmdale.mysocialpinpoint.com/stp.

FISCAL IMPACT

There is no fiscal impact as the adoption of the Plan does not commit the City to future expenditures. The Plan is a prerequisite for obtaining certain grant funds made available under various federal, state, regional, and local programs. The future implementation of the Plan will require the expenditure of funds, based on projects that will be brought before council whmeeting the goals of the plan.

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.

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.

D. Launch an efficient regional multi-modal transportation hub connecting high speed rail, air, auto, and public transit.

Prepared by:	Lynn Glidden, 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 2023-040
2. Palmdale Sustainable Transportation Plan Powerpoint Presentation

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, TO ADOPT THE CITY OF PALMDALE SUSTAINABLE TRANSPORTATION PLAN.

WHEREAS, the City of Palmdale adopted Resolution No. CC 2023-040 on June 7, 2023, to establish a Sustainable Transportation Plan (STP) for the City of Palmdale. The Plan has been developed by our consultant team, city staff, representatives of various state, county and local governmental agencies, the public and other stakeholder organizations; and

WHEREAS*,* the City of Palmdale wants to enhance traffic safety, and analyze vehicle miles traveled (VMT), and equity within its communities; and

WHEREAS*,* the City of Palmdale is committed to improving safety for all road users through patterns that have been identified in a crash analysis. The goal of the Safety Analysis is to reduce traffic collisions with strategic investment. The Sustainable Transportation Plan, attached herein as the Safety Analysis; and

WHEREAS*,* the City of Palmdale has updated its California Environmental Quality Act (CEQA) guidelines to comply with Countywide VMT requirements. The traffic division recommends a VMT policy that is appropriate for Palmdale, serves the best interests for the people of Palmdale and balances the need for growth and prosperity. The Sustainable Transportation Plan attached herein as the VMT Analysis; and

WHEREAS, the City of Palmdale has experienced pedestrian and bicycle collisions within several equity communities. The Sustainable Transportation Plan, attached herein as the Equity Analysis; and

WHEREAS, certain grants from federal, state, regional and local programs require cities to adopt a Sustainable Transportation Plan to receive transportation funding;

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

SECTION 1. The City of Palmdale Sustainable Transportation Plan is hereby adopted.

SECTION 2. The City Council hereby directs the City Clerk to submit a certified copy of this Resolution to the Los Angeles County Recorder for recordation.

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

PASSED, APPROVED and **ADOPTED** this 7th day of June, 2023.

_____
Laura Bettencourt, Mayor

Approved as to form:

ATTEST:

_____
William P. Curly III
Interim City Attorney

_____
Rochelle Scott, Acting City Clerk

I, Rochelle, 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 7th day of June, 2023 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, Acting City Clerk

City of Palmdale
Sustainable Transportation Plan

City Council Presentation

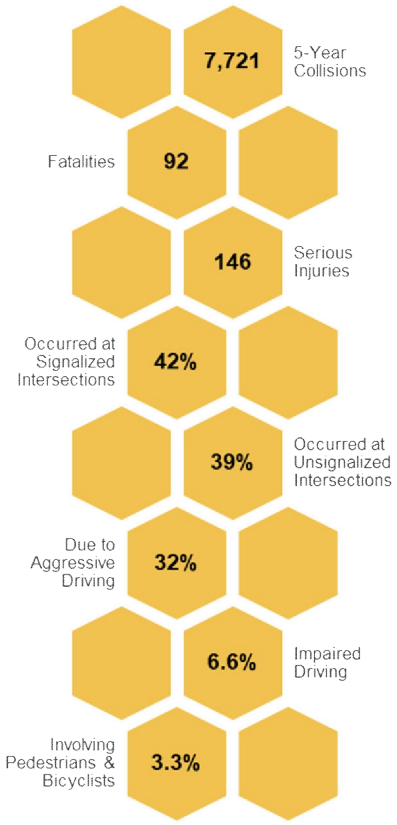
June 7th, 2023

Agenda

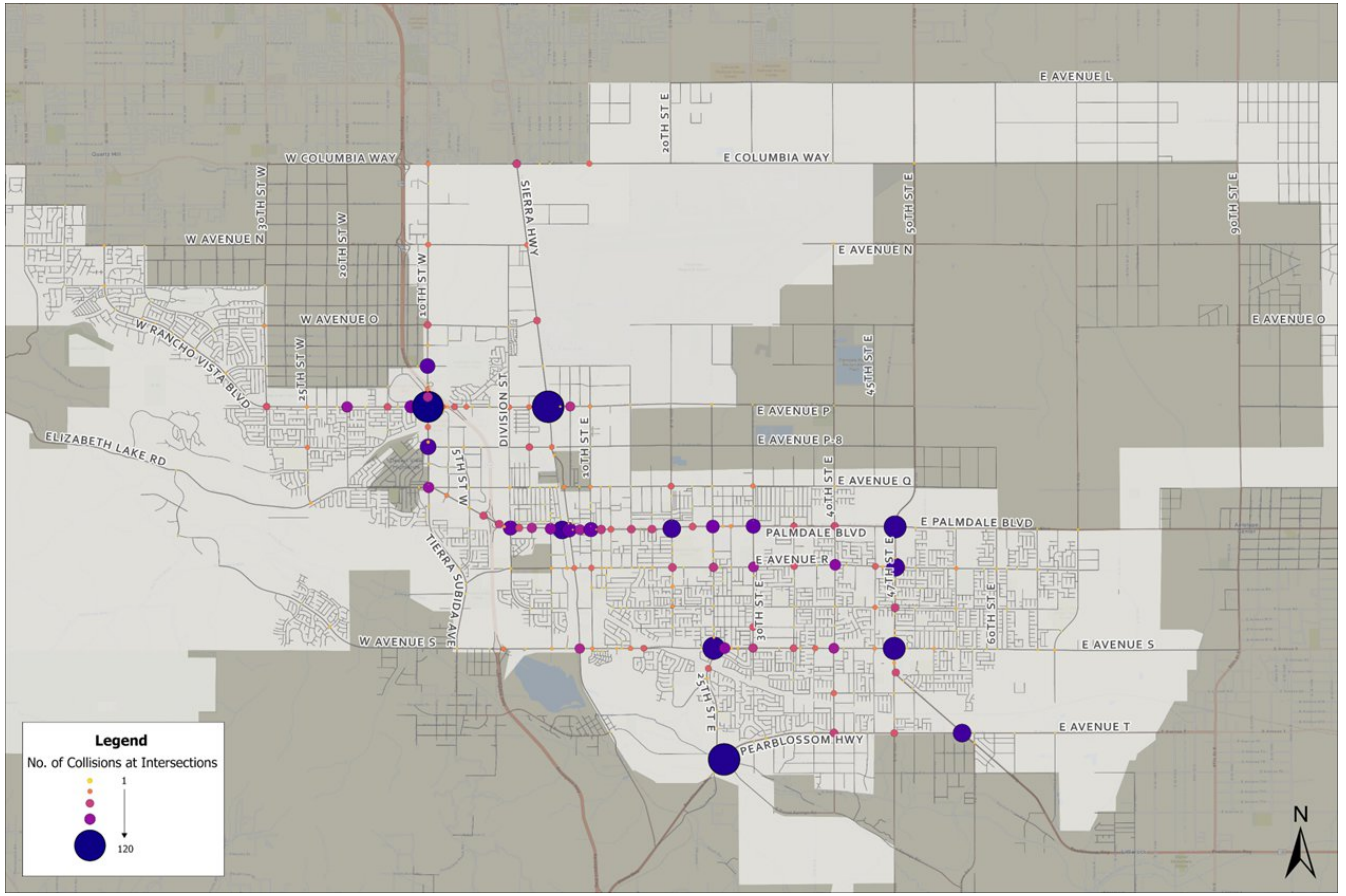
- Introductions
- Findings
- Recommendations
- Potential Funding Sources
- Engagement



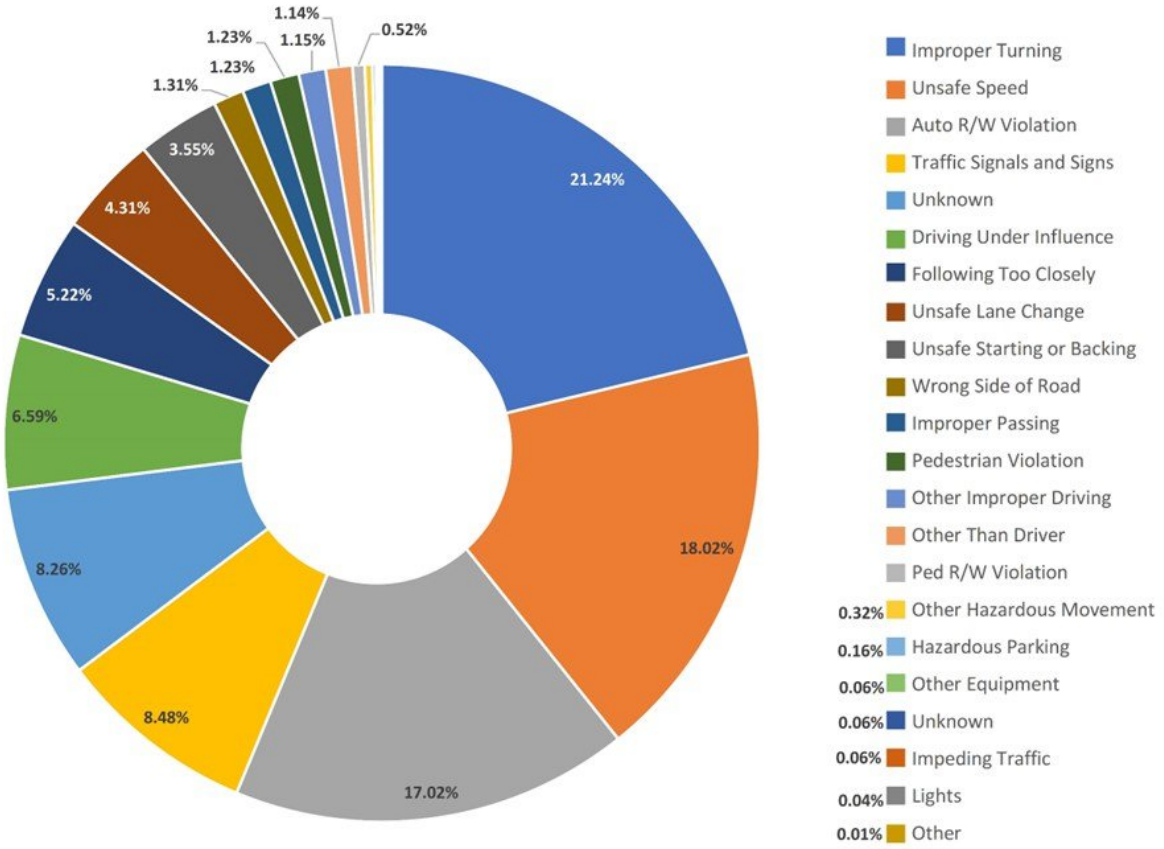
Findings – Collision Summary (2017-2021)



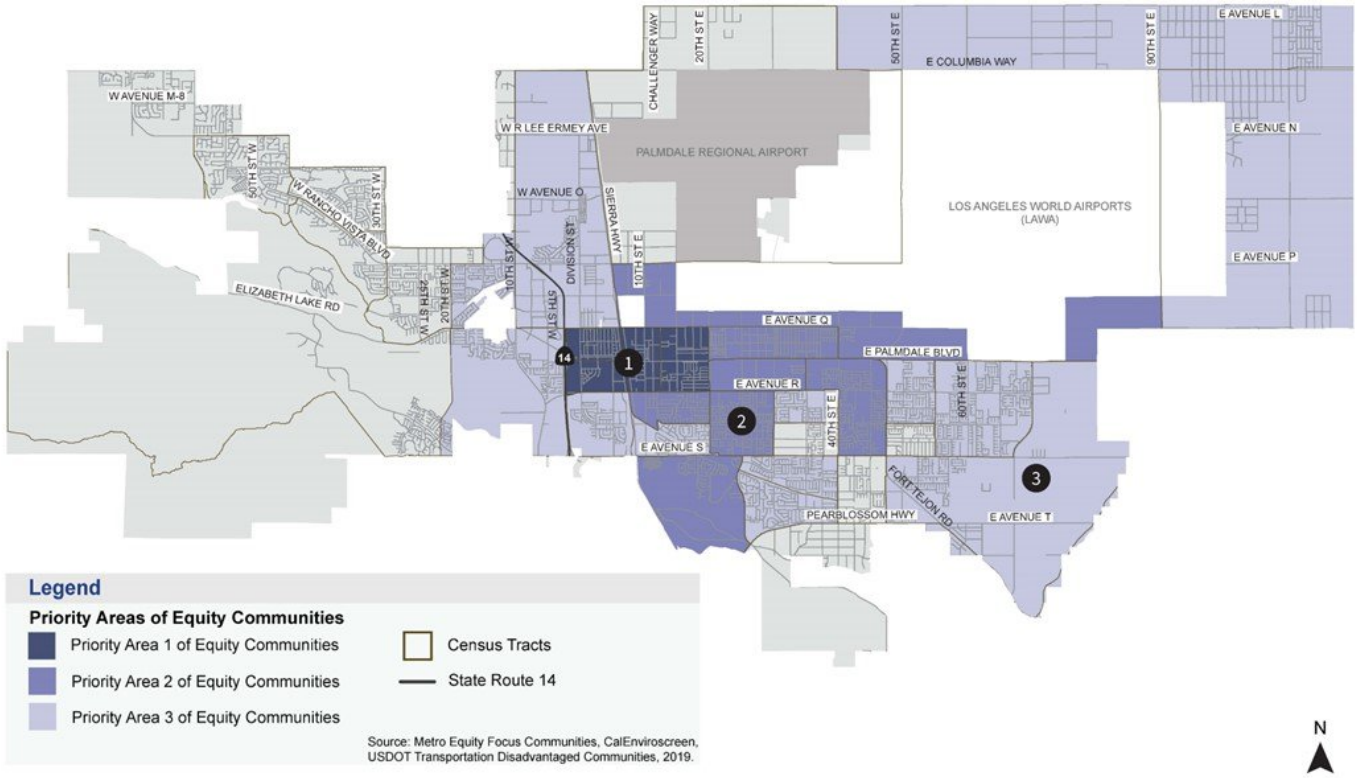
Findings – Safety - No. of Collisions at Intersections



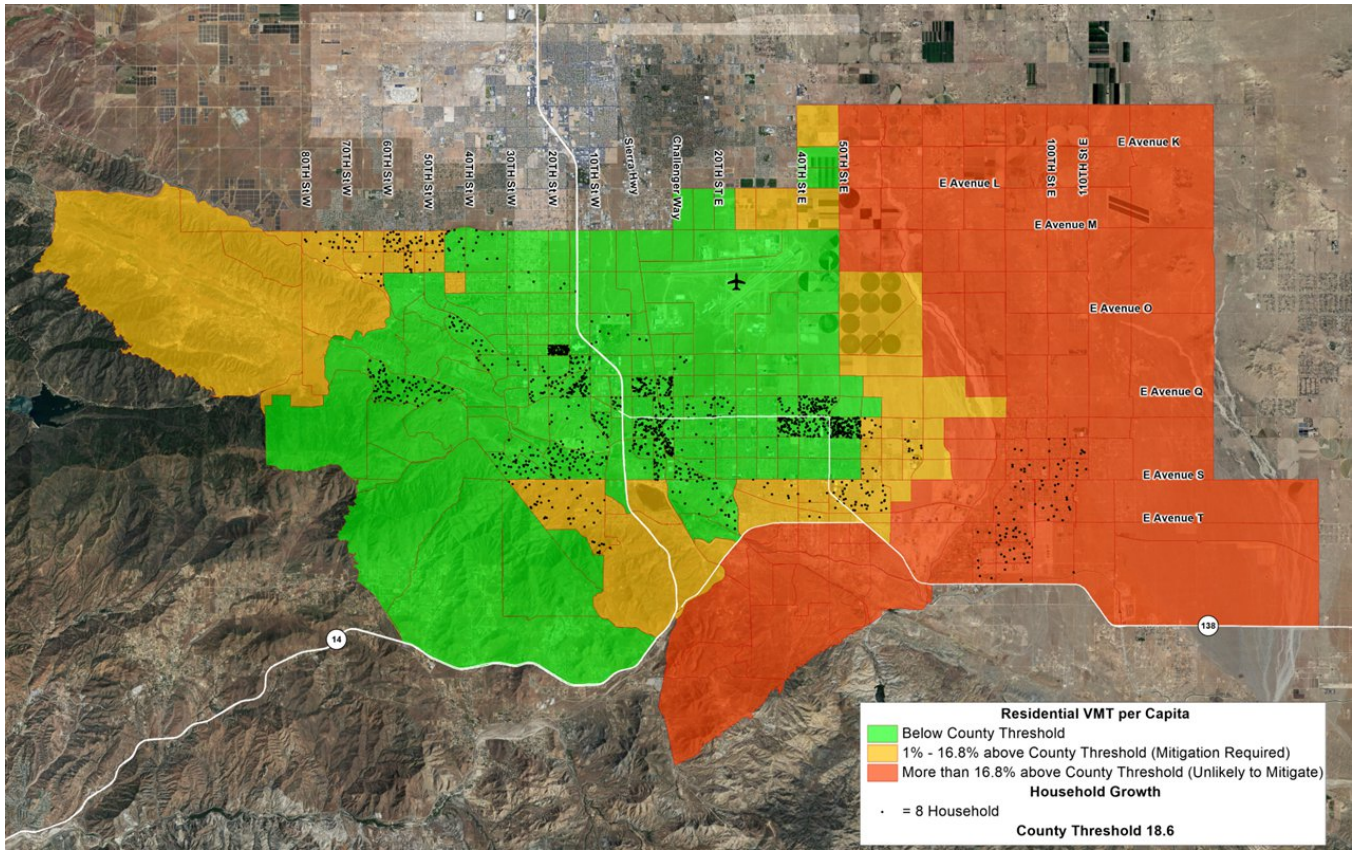
Findings – Safety – Cause of Collisions (2017-2021)



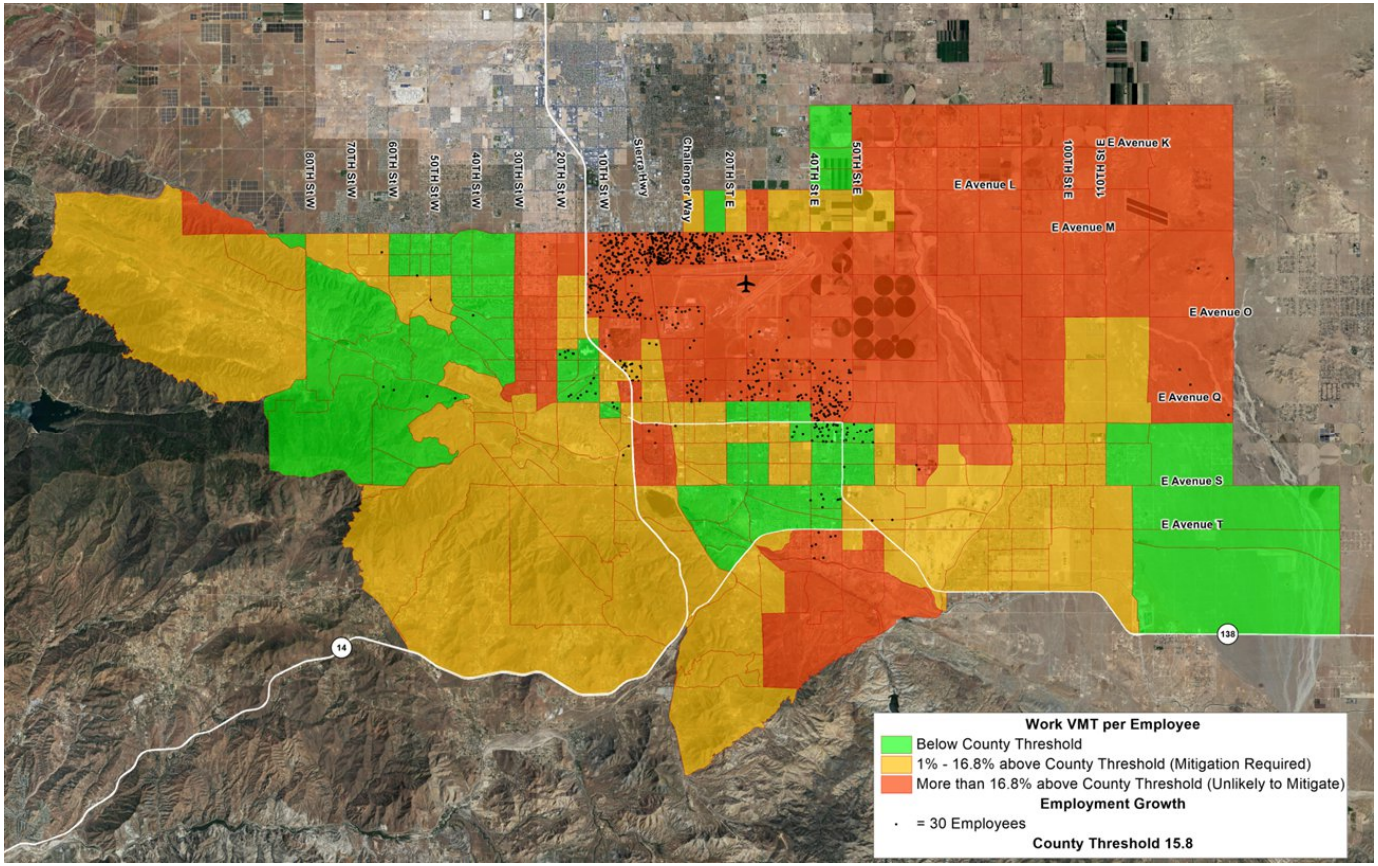
Findings – Equity Analysis



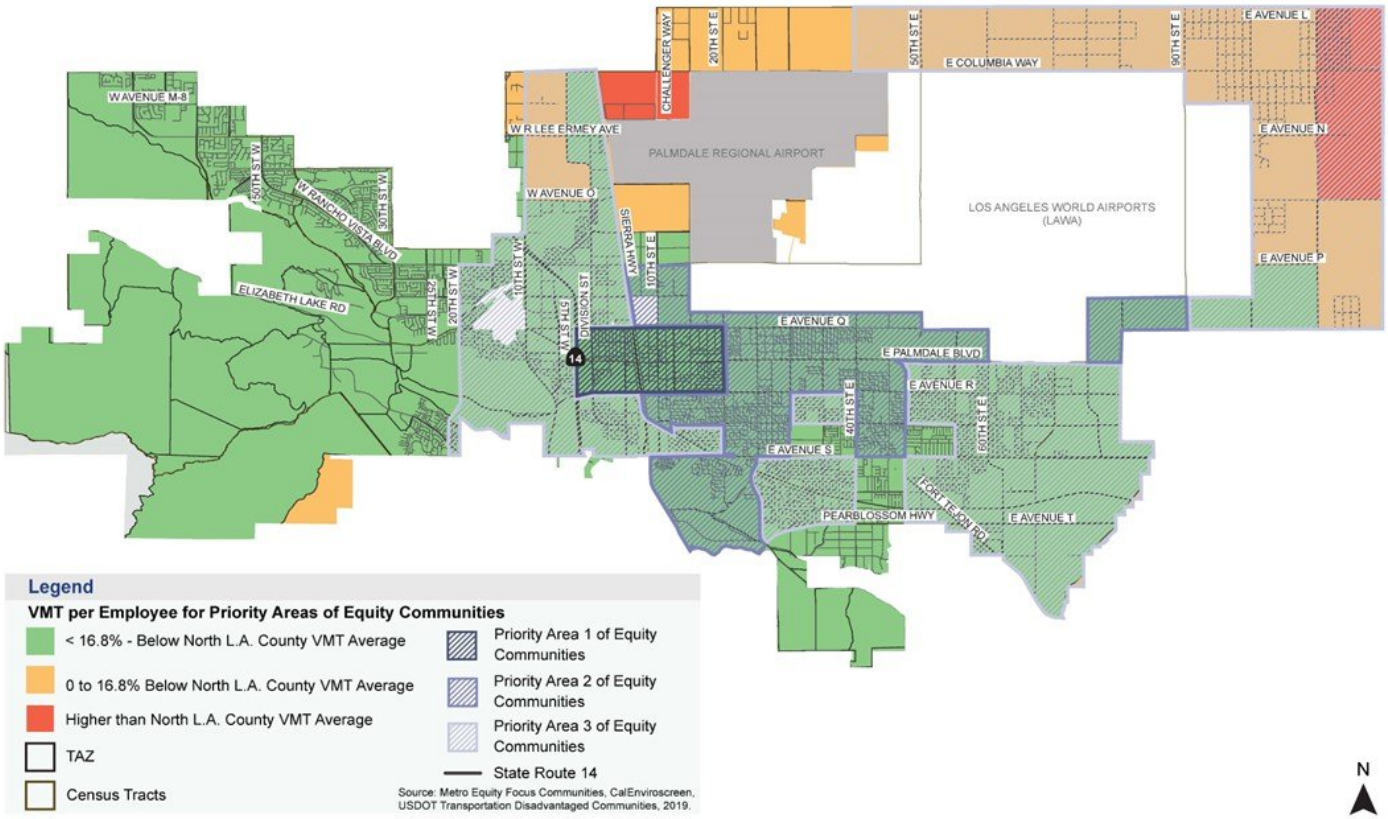
Findings – Vehicle Miles Traveled (VMT) - Residential



Findings – Vehicle Miles Traveled (VMT) - Employment



Findings – Vehicle Miles Traveled (VMT) and Equity



Safety Emphasis Areas

1. Intersections
   - Includes collisions within 250 ft of an intersection
   - 82% of all collisions in the study period
   - Countermeasures can include
     - Signal visibility improvements
     - Crosswalk improvements
     - Signal timing improvements
     - Install Leading Pedestrian Interval (LPI) timing
2. Impaired Drivers
   - Collisions involving roadway users under the influence of alcohol and drugs
   - 6% of all collisions in the study period
   - Countermeasures can include
     - Impaired driving educational campaigns
     - Sobriety checkpoint programs
     - Media campaigns to discourage impaired driving
3. Young Drivers
   - Includes collisions involving drivers aged 15 to 20
   - 9% of all collisions in the study period
   - Countermeasures can include
     - Implement drivers education courses
     - Increase enforcement to address young driving behaviors



Recommendations – Potential Countermeasures

Installing Rectangular Rapid Flashing Beacons (RRFBs)



Source: FHWA

Installing Bicycle Paths



Source: TrailLink

Installing Curb Extensions/Bulb-Outs



Source: NACTO

Recommendations – Potential Countermeasures

Improve Signal Timing



Source: Google Maps (Palmdale, CA)

Add Segment Lighting



Source: Google Maps (Palmdale, CA)

Implementing Leading Pedestrian Interval (LPI)



Source: FHWA

Quick Build Project – 55th St E and Avenue R-8





Quick Build Project – 55th St E and Avenue R-8







Recommendations – Countermeasure Toolbox

Potential Countermeasures
Convert intersections to roundabouts
Install raised medians
Install centerline and edgeline striping
Install Advanced Dilemma Zone Detection systems
Install left-turn lanes and add left-turn phases
Upgrade pavement markings to make intersections more visible
Install high-visibility crosswalks
Install additional sidewalks where not present
Improve horizontal alignment/flatten curves

Recommendations – VMT

- Bicycle Projects
- Transit Improvements
- Electric Vehicle Infrastructure Charging Incentive Program
- Transportation System Management/Intelligent Transportation Systems
- Metro Van Pool Program
- Employer Trip Reduction Program
- VMT Banking/Exchange



Recommendations – Equity

Infrastructure

- Target infrastructure improvements within equity priority areas
- Bilingual wayfinding signage for pedestrians and bicyclists
- Implement multimodal street infrastructure near job hubs
- Implement design standards to improve bus stop infrastructure

Policy

- Develop Citywide policies such as Vision Zero and Complete Streets
- Incorporate safety analysis findings with future updates of safety programs
- Monitor state and federal safety priorities, guidance and funding opportunities
- Align transportation and land use policies and projects to ensure increased access to multimodal transportation facilities

Program

- Safe Routes to School Programs to promote walking, biking, and rolling to school
- Organize/host low-cost tactical urbanism projects
- Organize pedestrian and bicycle programs
- Target programs such as bikeshare pilots, vanpooling, and microtransit
- Expand electric vehicle and charging infstraucture by working with state and regional agencies

Potential Funding Sources



Federal



State



Regional



Local

Engagement Summary



- 2 rounds of public engagement
  - Summer 2022
    - 5 listening sessions
    - 3 community workshops
  - Fall 2022
    - 3 community workshops
- Public survey
  - Utilized online platform with mapping tool
  - Received 246 responses
- Engagement with safety partners
  - Antelope Valley Transit Authority and Palmdale School District Transportation staff
  - Contacted representatives from the LA County Sherriff's Department, LA County Fire Department, and the California Highway Patrol

Thank you

Questions?

City Council Staff Report

DATE: **JUNE 7, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2023-034, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE TO ADOPT A LIST OF PROJECTS FOR FISCAL YEAR 2023-2024 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

ISSUE

Adopt Resolution No. CC 2023-034, a Resolution of the City Council of the City of Palmdale to adopt a list of projects for Fiscal Year 2023-2024 to be funded by SB 1: The Road Repair and Accountability Act of 2017.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2023-034 to adopt a list of projects for Fiscal Year 2023-2024 to be funded by SB 1: The Road Repair and Accountability Act of 2017.

BACKGROUND

On April 28, 2017 the Governor signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1, increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years.

Beginning November 1, 2017, the State Controller (Controller) began depositing various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding will be apportioned by formula to eligible cities and counties pursuant to Streets and Highway Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, to be eligible for RMRA funding, the

statutes require cities and counties to provide basic RMRA project reporting to the California Transportation Commission (Commission).

DISCUSSION

Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city or county must submit to the Commission a list of projects proposed to be funded with these funds. All projects proposed to receive funding must be included in a city or county budget that is adopted by the applicable city council or county board of supervisors at a regular public meeting [SHC 2032(a)(1)].

In accordance with the above requirement, for FY 2023-2024, the allocated amount of $4,185,878 will be budgeted in the City's CIP Project budget and also any carryforward from previous years will be used for the projects listed below:

- 3rd Street East and Technology Drive Traffic Signal – design and installation of a traffic signal at 3rd Street East and Technology Drive. This signal will replace an existing 4-way stop to reduce congestion and traffic delays. Estimated cost is approximately $1.15 million.

- Local Streets Cape Seal Resurfacing Project: to provide street resurfacing treatment to local streets. Estimated cost is approximately $4.8 million. Locations listed:

    - Area 1 – Antelope Valley Country Club Phase 2
    - Area 2 – Anaverde System 1 Phase 2
    - Area 3 – Division Street and Avenue Q-10
    - Area 4 – 42nd Street East, 43rd Street East, Avenue R-4, Avenue T-8, south of Pearblossom Highway
    - Area 5 – 40th Street East and Avenue Q

FISCAL IMPACT

Since the inception of the Road Maintenance and Rehabilitation Funds (RMRA), the City has received $13,128,601. The allocated amount for FY 2023-2024 of $4,185,878 will be budgeted in Account S0025210. These funds have been used for local streets and roads for basic road maintenance and road rehabilitation projects, safety projects, traffic control devices and complete street components. Once the project is established and meets the criteria, a project number will be assigned along with the appropriate funding.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community viability.

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 Patrick Curley III, Interim City Attorney

ATTACHMENTS

Resolution No. CC 2023-034

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-2024 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS*,* SB 1 includes accountability and transparency provisions that will ensure the residents of our City of Palmdale are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS*,* the City of Palmdale must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Palmdale, will receive an estimated $4,185,878, in RMRA funding in Fiscal Year 2023-2024 from SB 1; and

WHEREAS, this is the fifth year in which the City of Palmdale is receiving SB 1 funding and will enable the City of Palmdale to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Palmdale has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Palmdale is using a Pavement Management System to develop the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Palmdale maintain and rehabilitate 172 street segments (approximately 4.5 million square feet of roadway) throughout the City of Palmdale this year in accordance with the City of Palmdale's Pavement Resurfacing Program and similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Palmdale streets and roads are in an "at risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will get us out of the "at risk" category and bring the City into a more cost effective preventative maintenance condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City's 2023-2024 Capital Improvement Budget incorporates the following list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues:

Project Title	**Project Location**	**Estimated Completion**	**Estimated Useful Life**
3rd Street East and Technology Drive Traffic Signal	3rd Street East and Technology Drive	Fall 2024	25 years
Local Streets Cape Seal Resurfacing	Country Club Streets; Anaverde Neighborhood Streets; Division & Avenue Q-10; 42nd Street East & Pearblossom Hwy; 40th Street East & Avenue Q	Summer 2024	5-10 years

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

PASSED, APPROVED and **ADOPTED** this 7th day of June, 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 7th day of June, 2023 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____

Rochelle Scott, Acting City Clerk

MINUTES
CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
MAY 17, 2023

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Interim City Attorney Curley made an announcement regarding public comments.

Mayor Bettencourt called the meeting to order at 5:03 p.m.

2) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

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

3) ROLL CALL MAYOR BETTENCOURT, MAYOR PRO TEM ALARCÓN, COUNCILMEMBERS BISHOP, LOA, OHLSEN COMMISSIONERS FRAGA-SAENZ, DENNY

PRESENT: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Richard J. Loa, Eric Ohlsen, Christina Fraga-Saenz, Phil Denny.
ABSENT: None.

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

A motion was made and carried unanimously to move to waive the full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.

PUBLIC COMMENTS

The following individuals provided public comments: Diane, Rich Gallego, Michelle B, and Marsha spoke regarding the Council code of conduct; Jessica Pavia and Martha Pavia commented regarding a property matter; Jason Zink spoke on several topics; Chuck Murphy spoke regarding his previous comments to Council; Eugene Hernandez spoke regarding Dolores Huerta food drive; and Steve Hill commented regarding the Sheriff's Department.

5) CONSENT CALENDAR

5.1) Approve the renewal of the General Services Agreement between the City of Palmdale and the County of Los Angeles.

5.2) Approve First Amendment to provide temporary electrical and general services for special events with Henisey Electric (A-6998) to increase the total amount of the agreement by $95,000 not to exceed the sum of $335,000 and extend contract term.

5.3) Approve supplemental agreement No. 1 with Sully Miller Contracting Co., for PN 698, Avenue R Complete Streets Project, in the amount of $889,797.42.

Councilmember Loa pulled this item for discussion. Director of Public Works Glidden presented the staff report. Discussion ensued regarding the relocation of SCE poles and the project costs.

Motion: Approve supplemental agreement No. 1 with Sully Miller Contracting Co., for PN 698, Avenue R Complete Streets Project, in the amount of $889,797.42 with a 160-day extension.
Moved by Austin Bishop, seconded by Andrea Alarcón.

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

5.4) Award construction agreement with Landscape Structures Inc. dba: RecWest Outdoor Products, for PN 881, Palmdale Oasis Park Playground Project, in the amount of $646,624.78.

5.5) Award construction agreement with PlayCore Wisconsin, Inc. dba Game Time for PN 883, Desert Sands Park Playground Project, in the amount of $776,875.88.

5.6) Adopt Resolution No. CC 2023-032, 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, the Los Angeles County Consolidated Fire Protection District, the Board of Directors of the County Sanitation District No. 14 of Los Angeles County, and the governing bodies of the Antelope Valley Resource Conservation District, City of Palmdale, Antelope Valley-East Kern Water Agency, Antelope Valley Cemetery District, and the Antelope Valley Mosquito and Vector Control District approving and accepting negotiated exchange of property tax revenues resulting from Annexation No. 14-438 to County Sanitation District No. 14.

5.7) Adopt Resolution No. CC 2023-033, 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 and Los Angeles County Consolidated Fire Protection District, the Board of Directors of the County Sanitation District No. 20 of Los Angeles County, and 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 Antelope Valley - East Kern Water Agency approving and accepting negotiated exchange of property tax revenues resulting from Annexation No. 20-103 to County Sanitation District No. 20.

5.8) Approve the minutes from the previous meeting.

CC/SA - May 3, 2023

Motion: Approve all items listed on the Consent Calendar with the exception of Item 5.3
Moved by Andrea Alarcón, seconded by Austin Bishop.

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

6) NEW BUSINESS

6.1) Adopt Resolution No. CC 2023-038, a Resolution of the City Council of the City of Palmdale, CA, adopting the Guidelines and Bylaws for the Citizens Advisory Committee (Measure AV Oversight Committee); pursuant to Ordinance No. 1549; section 3.21.160.

Interim City Attorney Curley provided a brief overview of this item. Discussion ensued regarding the purpose of Measure AV funds.

Mayor Bettencourt called for public comments.

Jason Zink and Steve Angebrandt commented regarding the number of alternates.

Mayor Bettencourt closed the public comments.

Motion: Adopt Resolution No. CC 2023-038
Moved by Andrea Alarcón, seconded by Austin Bishop.

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

7) APPOINTMENTS

7.1) City Council Nomination and Appointment of seven (7) Members and two (2) Alternates to the Measure AV Oversight Committee.

Council discussion ensued regarding the current Measure AV Committee Members and their institutional knowledge. Discussion ensued regarding qualifications for the members.

Motion: Appoint: Cynthia Garcia, Rick Carr, Charles Murphy, Judy Vacarro-Fry, Steven Angebrandt, Marina Hickerson, Barbara Smart
Moved by Laura Bettencourt, seconded by Richard J. Loa.

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

Motion: Appoint Alternates: Diana Love, Samuel Roman
Moved by Andrea Alarcón, seconded by Austin Bishop.

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

8) JOINT NEW BUSINESS CC/SA/HA/IDA/PAA/PCA/PFA

8.1) Presentation of the City of Palmdale Proposed Budget for Fiscal Year 2023-24.

City Manager Perez and Director of Finance Samson provided a detailed overview of the FY 2023-2024 budget.

There were Council questions and discussion regarding health and wellness, allocation of restricted funds, Home-Sharing Program, general fund reserves, development projects, license fees, projections for community programs, Measure AV reserves, and funds for services to disproportionately impacted communities.

The following individuals provided public input: Jason Zink spoke regarding economic development in the City; Xavier Flores requested details on the services to disproportionately impacted communities; and Rosie Mainella commented regarding allocating funds to youth activities and educational resources.

Mayor Bettencourt closed the Public Comments.

9) CITY COUNCIL ANNOUNCEMENTS AND REQUESTS FOR NEW AGENDA ITEMS

None.

10) CITY MANAGER'S REPORT

City Manager Perez provided the following information: A couple of bus benches will be installed in FY 2023/2024; the Homes 4 Families event was held last weekend; the City is currently in the midst of G626 Action Planning, Emergency Operation Center development program; Yellen Park groundbreaking will be held on June 2nd; playgrounds will be installed at Oasis Park & Desert Sands Park; and Summer Concert tickets are on sale.

11) PRESENTATION BY CITY ATTORNEY

Mayor Bettencourt called for Public Comments.

Jason Zink commented regarding lawsuits.

Interim City Attorney Curley confirmed the Closed Session items would be heard as listed.

11.1) 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).

11.2) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Maithi 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).

11.3) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATIONRicky 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).

11.4) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Kenya Torres vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV37041
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

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

11.6) PUBLIC EMPLOYMENT
Title: City Attorney

12) ANNOUNCEMENT BY CITY ATTORNEY

Interim City Attorney Curley announced Council was provided an update on Items 11.1 through 11.5 and there were no reportable actions.

City Manager Perez announced Council was provided an update on Item 11.6 and there was no reportable action.

13) ADJOURN

Mayor Pro Tem Alarcón adjourned the meeting at 8:15 p.m., in memory of the Honorable Gloria Molina, to June 7, 2023, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 7th day of June 2023.

_____
Laura Bettencourt, Mayor

ATTEST:

_____
Rochelle Scott, Acting City Clerk

Draft Homelessness Plan Update
2023 - 2027



JUNE 7, 2023

LDM Associates, Inc.

This page intentionally left blank.

Background

In 2017, voters approved Measure H to provide an estimated $355 million countywide for 10 years to fund ongoing services and housing to address the homelessness crisis in Los Angeles County. With these resources and the original 47 approved strategies that were later expanded to 51 strategies to prevent and combat homelessness serving as a framework, the Los Angeles County Homelessness Initiative provided planning grants to cities interested in developing local strategies and partnerships to provide the housing and program services necessary to successfully and permanently house homeless residents in our community. In 2022, the County Board of Supervisors reassessed and streamlined the Homelessness Initiative strategies to five core categories of actions with refreshed strategies under each category tailored to the homeless rehousing system, mainstream government systems, and participation of Cities including Palmdale.

This updated City of Palmdale Homelessness Plan (Plan) provides an assessment of homelessness in Palmdale, a description of the resources available to address the challenge, opportunities for local and regional collaboration and local goals to address the specific housing and supportive service needs of Palmdale's homeless residents.

This mid-term Plan update refocuses local efforts with a goal to ensure that all residents of the City are housed. The period of performance for the goals of the original Plan was July 1, 2018 to June 30, 2023. The updated City of Palmdale Homelessness Plan period of performance will be July 1, 2023 – June 30, 2027.

Why did Palmdale develop a homelessness plan?

The City and its local community partners developed this Plan to:

- Provide a process to identify the extent of homeless individuals and families in the City and their needs;
- Identify regional and local funding for local community partners to provide resources and services for identified needs of individuals and families who are homeless; and
- Improve coordination among community partners when addressing the needs of homeless individuals and families.

Methodology

The initial Plan was developed in accordance with the planning framework established by the Los Angeles County Homelessness Initiative. This updated Plan incorporates the streamlined County strategies and is organized in the order of the suggested format supplied during the Los Angeles County Homelessness Initiative's technical assistance workshops. In the development of the original Plan, from December 2017 through May 2018, the City:

- Met with Community partners to help collaborate, plan and identify the City's homeless in order to assist in developing a comprehensive plan based on current facts and data to address current and future needs in relation to homeless issues
- Gathered sample survey questions from different national sources to help create our local survey for the homeless and the community

- Sent draft survey to community partners and City staff for recommendations and input
- Contract for fieldwork executed and approved with Advancing Communities Together (ACT), a local community partner
- Planning Grant Statement of Work submitted to county and contract between the County and City approved
- Invoice submitted to County in order to receive a portion of the grant money
- Public outreach material including informational video, media outreach prepared for release (both English and Spanish) – Press releases, Survey posted on City website for resident input (English and Spanish) – Facebook ads letting residents know everything the City is currently doing for homelessness, how Measure H funds can make an impact and inviting residents to complete the online survey
- Community Outreach teams selected and trained (four teams made up of two group leaders from Victory Outreach Ministry per team and two or three YouthBuild Students per team) so they would be prepared and better able to interact with homeless in the field
- Community meetings were held to engage with the public about the issue of homelessness, their current perception of the issue, and to seek community-specific solutions. Three Community Outreach meetings were held to take place during the canvassing period:
    - March 6, 2018 – Victory Outreach Church
    - March 13, 2018 – Antelope Valley YouthBuild Campus
    - March 20, 2018 The Highlands Christian Fellowship Church.
- Canvassing of the City was divided into four areas with each area canvassed for one week and follow-up to all areas was conducted as needed
- Canvassing started February 26, 2018 for a period of four weeks concluding on March 22, 2018 to identify homeless individuals and their current needs
- Field team debriefings with City staff to discuss progress and any adjustments to procedures. Surveys were submitted weekly to the City for data collection and statistical summary
- Staff attended County training sessions, Homeless Initiative meetings, strategy meetings and the 1st Annual Conference
- Participated in webinars and conference calls
- Surveys were collected from 180 homeless individuals and data entered into database for analysis of the needs of local homeless residents
- Hosted a Partners review/debrief meeting with various community partners including ACT, Antelope Valley YouthBuild, Victory Outreach, Antelope Valley Partners for Health (AVPH), Mental Health America – AV (MHA), Valley Oasis, Salvation Army, Los Angeles Homeless Services Authority (LAHSA), Los Angeles Sheriff's Department (LASD), South Antelope Valley Emergency Services (SAVES), LDM Associates, Inc. (Plan consultant), outreach team members and City staff
- Hosted meeting and debriefing with Antelope Valley YouthBuild Outreach team members, students, City Manager, City staff and consultant to provide a synopsis of the field study and to hear team members' personal accounts of individuals they encountered, sharing their personal experiences of homelessness, answering questions asked of City staff and providing feedback

- Provided names of 77 homeless individuals that requested follow-up to Valley Oasis and/or MHA for follow-up to provide resources, resulting in:
    - 47 people called from the list
        - 19 were left voicemails – follow-ups are in process as of this writing
        - 18 numbers were disconnected
        - 7 housed themselves (self-resolved)
        - 3 needed enrollment to Coordinated Entry System (CES) - completed
- Convened a meeting of The homelessness partners community team and Neighborhood Advisory Committee meeting on May 22, 2018 to review the draft Plan and provide additional input
- Presented the original Plan during a City Council workshop on June 26, 2018

For the 2023 Plan update, the City:

- Met with Community service providers to help collaborate, plan and identify the City's homeless in order to assist in developing a comprehensive plan based on current facts
- Updated survey questions within the City's homeless questionnaires for the homeless and for the community
- Executed an outreach contract with Advancing Communities Together in partnership with Victory Outreach Ministries
- Prepared and disseminated public outreach material including informational materials in English and Spanish
- Implemented community survey on Homeless Perception to determine if perceptions of homelessness have changed in the last five years
- Selected and trained community outreach teams, including four teams made up of two group leaders from Victory Outreach and two or three YouthBuild students
- Convened three community meetings to engage with the public about the issue of homelessness, their current perception of homelessness, and to seek community-specific solutions
    - March 7, 2023 –The Highlands Christian Fellowship Church
    - March 14, 2023 – Victory Outreach Church
    - March 20, 2023 - Antelope Valley YouthBuild Campus
- Canvassing by Advancing Communities Together and Victory Outreach from March 9 – March 16, 2023 to identify homeless individuals and their current needs
- Analysis of survey results and Plan update

Homeless Survey Results

Through an extensive canvass of the City, the outreach teams built a bridge of trust and understanding between the community of service providers and the homeless community. The 2018 canvass was conducted over a period of four weeks and the 2023 canvass was conducted over a period of two weeks. Often, the survey interactions confounded expectations in the sense that the homeless truly opened up to the outreach team members and provided an honest assessment of their individual needs and their willingness to accept help. Through repeated compassionate contact, relationships were formed and the outreach team gained an in-depth understanding of the issues homeless individuals in Palmdale are facing.

> "We judge the homeless, but when you talk to them, they are not out of their mind. They've just lost hope. They were surprised to see us out there a second, third or fourth time. They were uplifted. They want hope and faith restored. They are counting on us this time."
>
> *-David Ayon*
> *YouthBuild Outreach Team Member*

Based on the canvass fieldwork completed in 2018 and 2023 and the homeless individuals encountered during that time, there were many instances where the outreach team would have multiple contacts with a single homeless individual. This approach built trust and understanding between the outreach team and a given homeless individual. It said "we are here" and "we care" about you. The challenge that lies ahead for the greater Palmdale community is to consistently deliver on these sentiments – "we are here" and "we care"—so that the small amount of trust and credibility built during the last four weeks draws people closer to local service providers, housing opportunities and economic opportunities—and further away from homelessness.

The survey included over 20 questions designed to provide an in-depth understanding of the factors contributing to an individual person becoming and remaining homeless in Palmdale, the help that each individual homeless person needs to become stably housed, the barriers to assisting that person and their willingness to accept help. The 2018 canvass resulted in 180 surveys. The 2023 canvass resulted in 104 surveys.

Palmdale Survey & LAHSA PIT	2018	2023
City of Palmdale Total homeless contacted	188	104
City of Palmdale Total surveys completed	180	104
LAHSA Point-In-Time Count (unsheltered)	203	241 (2022)

For comparison purposes, from 2018 to 2022, Palmdale's unsheltered homeless population increased by 19 percent while the unsheltered population in the Antelope Valley, represented as Service Planning Area 1, increased from 2,523 to 3,570 or 41 percent according to the Greater Los Angeles Homeless Count. Local efforts after the 2018 Homelessness Plan resulted in the identification of 68 people experiencing sheltered homelessness in the City during the 2022 PIT count. People are considered sheltered when they are residing in emergency shelter or transitional housing, but not when they are receiving rapid rehousing assistance or residing in permanent supportive housing. Among individuals experiencing sheltered homelessness, 61 (90%) were in emergency housing and 7 (10%) were in transitional housing.

Evaluation of the surveys from 2018 and 2023 provides the following comparative profile homeless individuals in Palmdale.

Age	2018	2023
5-20	19	0
21-29	26	13
30-39	43	32
40-49	29	27
50-59	40	12
60-69	24	13
70-79	4	2
80+	2	2
Prefer not to answer	5	3

Gender	2018	2023
Male	103	65
Female	77	26
Transgender	0	1
Prefer not to answer	-	13

Marital Status	2018	2023
Single	127	79
Married / Other	53	25

Race / Ethnicity	2018	2023
White	53	41
Black / African American	50	20
Hispanic	56	28
Other / Prefer not to answer	21	15

Support Networks / Future Housing	2018	2023
Has family in the Antelope Valley	70 – (39%)	15 – (14%)
Would prefer to reunite with family instead of remaining homeless	68 – (38%)	7 – (7%)

Housing Situations	2018	2023
Willing to share a housing unit with someone else	88 – (49%)	48 – (46%)
Couch surfing at time of survey	32 – (18%)	11 – (18%)
Lives in car	2 – (1%)	1 – (2%)
Lives in motel	4 – (2%)	-
Lives at a shelter	2 – (1%)	-
Lives in RV	77 – (44%)	14 – (22%)
Lives on the street (tent, encampment, shed)	57 – (33%)	36 – (58%)

Employment	2018	2023
Individual has specialized skills	113 – (63%)	28 – (27%)
Receptive to work in their field	108 – (53%)	20 – (19%)
Works at least part-time	28 – (16%)	14 – (13%)

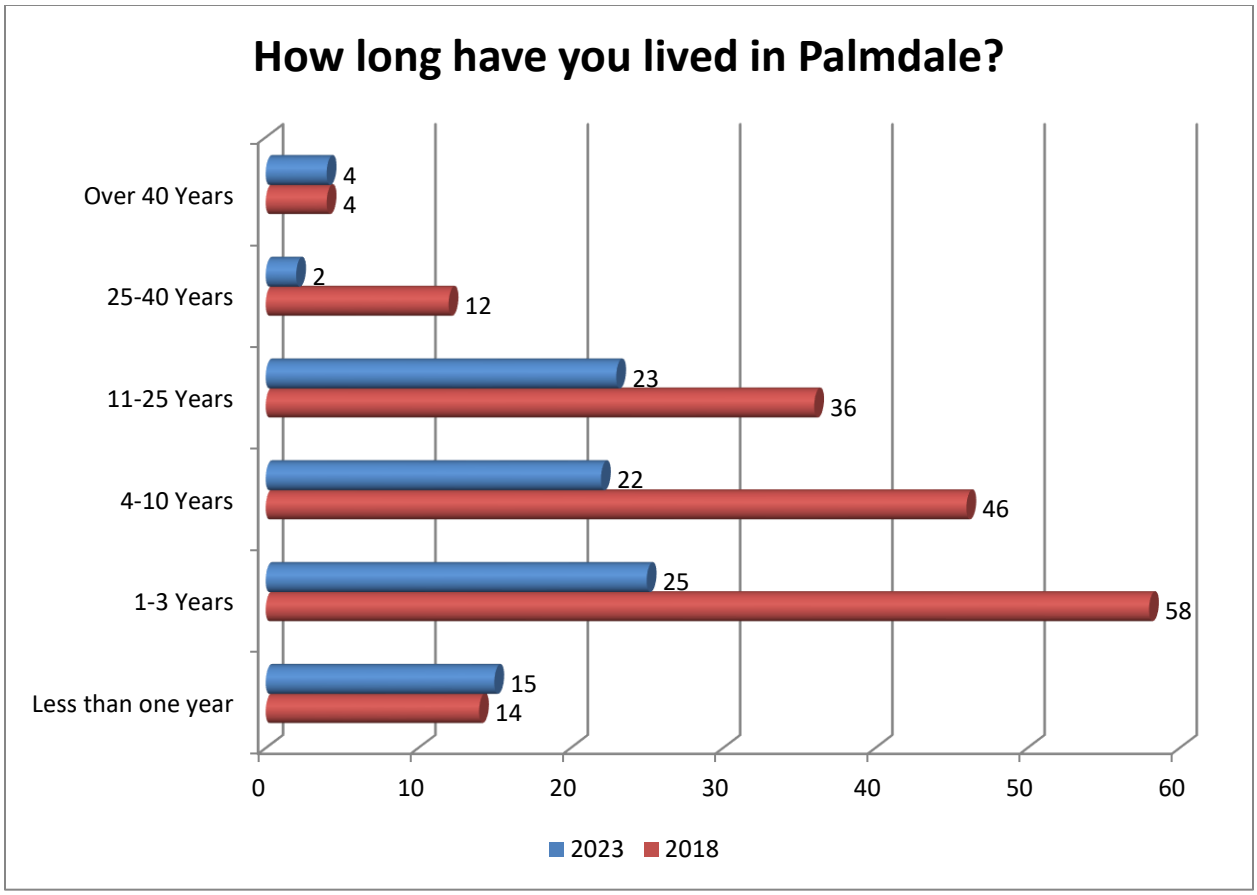
Education	2018	2023
Less than High School Diploma	45 – (25%)	45 – (43%)
High School Diploma	51 – (28%)	34 – (33%)
Vocational Certificate	41 – (23%)	17 (16%)
Some College or a Degree	43 – (24%)	9 – (8%)
Willing to enter an educational program to complete their education	74 – (41%)	33 – (32%)

Pets	2018	2023
Individual has pets (e.g., dogs, cats, other)	27 – (15%)	22 – (21%)
Of those with pets, presence of pets is the reason they cannot find a suitable place to stay	15 – (55%)	2 – (9%)

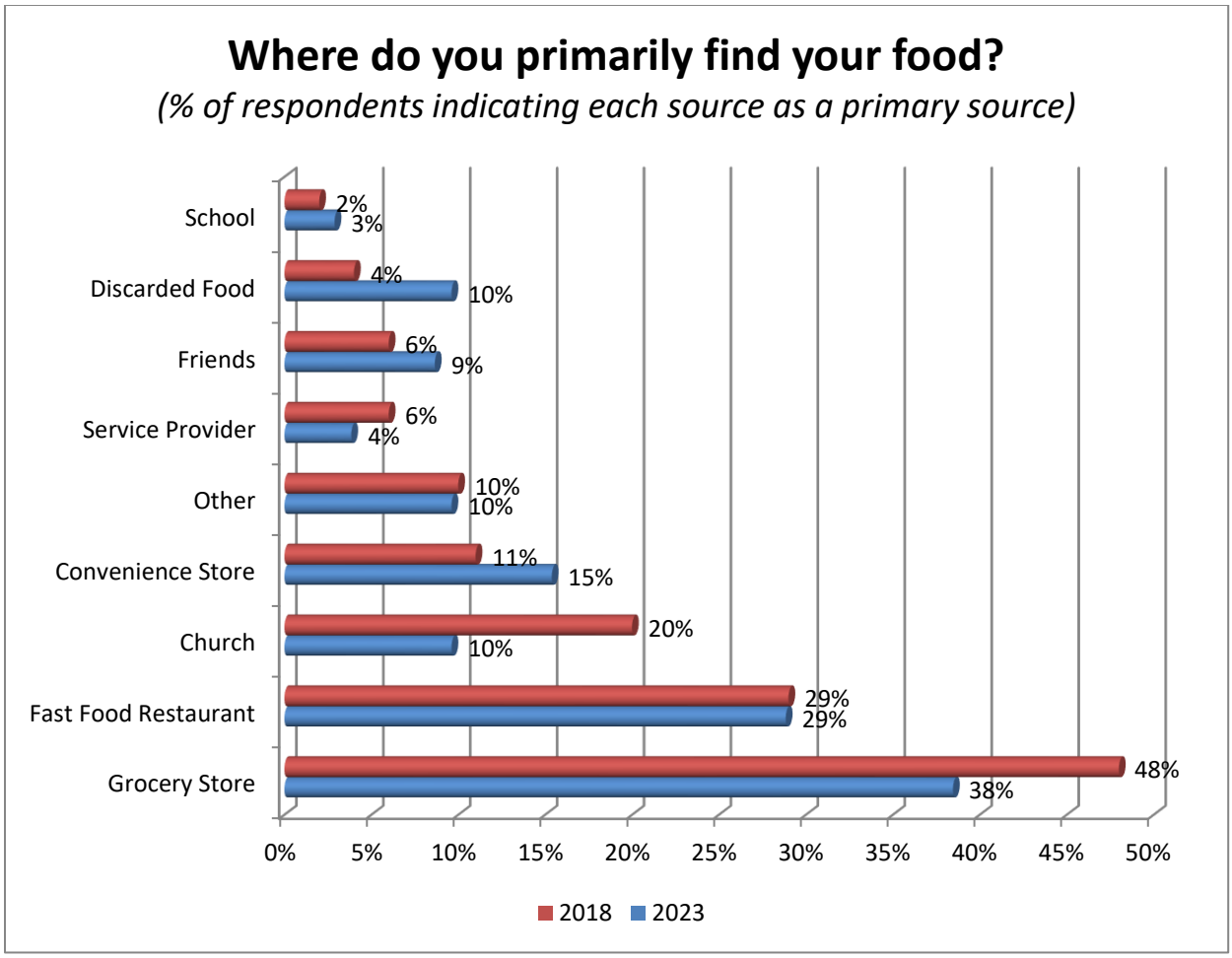
Substance Abuse	2018	2023
Recent drug use	140 – (78%)	30 – (29%)
Of those with recent drug use, the number willing to enter a program to end their addiction	40 – (29%)	10 – (33%)

Domestic Violence and Abuse	2018	2023
Has been a victim of Domestic Violence or Abuse	61 – (34%)	22 – (21%)
Has been a victim of parental or adult abuse in their childhood	41 – (23%)	16 – (15%)
Currently homeless due to abuse	25 – (14%)	11 – (10%)
Has been a victim of sexual abuse	41 – (23%)	12 – (11%)

Crime	2018	2023
Has previously been incarcerated	95 – (53%)	46 – (44%)
Recently	16 - (17%)	4 - (9%)
Within last 6 months	16 - (17%)	6 - (13%)
1 year ago	10 - (10%)	10 – (22%)
2-5 years ago	22 - (23%)	13 – (28%)
6-10 years ago	14 - (15%)	6 – (13%)
Over 11 years ago	17 - (18%)	7 – (15%)



Nutrition and Health	2018	2023
Eats less than once a day	29 – (16%)	15 – (14%)
Eats at least once a day	72 - (40%)	37 – (36%)
Eats more than once a day	79 - (44%)	52 – (50%)
Has a physical disability or condition that needs treatment now	81 - (45%)	23 – (22%)
Receiving or need to receive dental services	79 - (44%)	33 – (32%)
Suffer from a mental or emotional condition that requires medical treatment	80 - (44%)	29 – (28%)
Previously hospitalized for a mental health condition in the past	43 - (24%)	12 – (12%)
Feel anxious every day	38 – (21%)	20 – (19%)
Feel angry, resentful or have aggressive tendencies to others	38 – (21%)	16 – (15%)
Reported previously attempting suicide	36 – (20%)	15 – (14%)

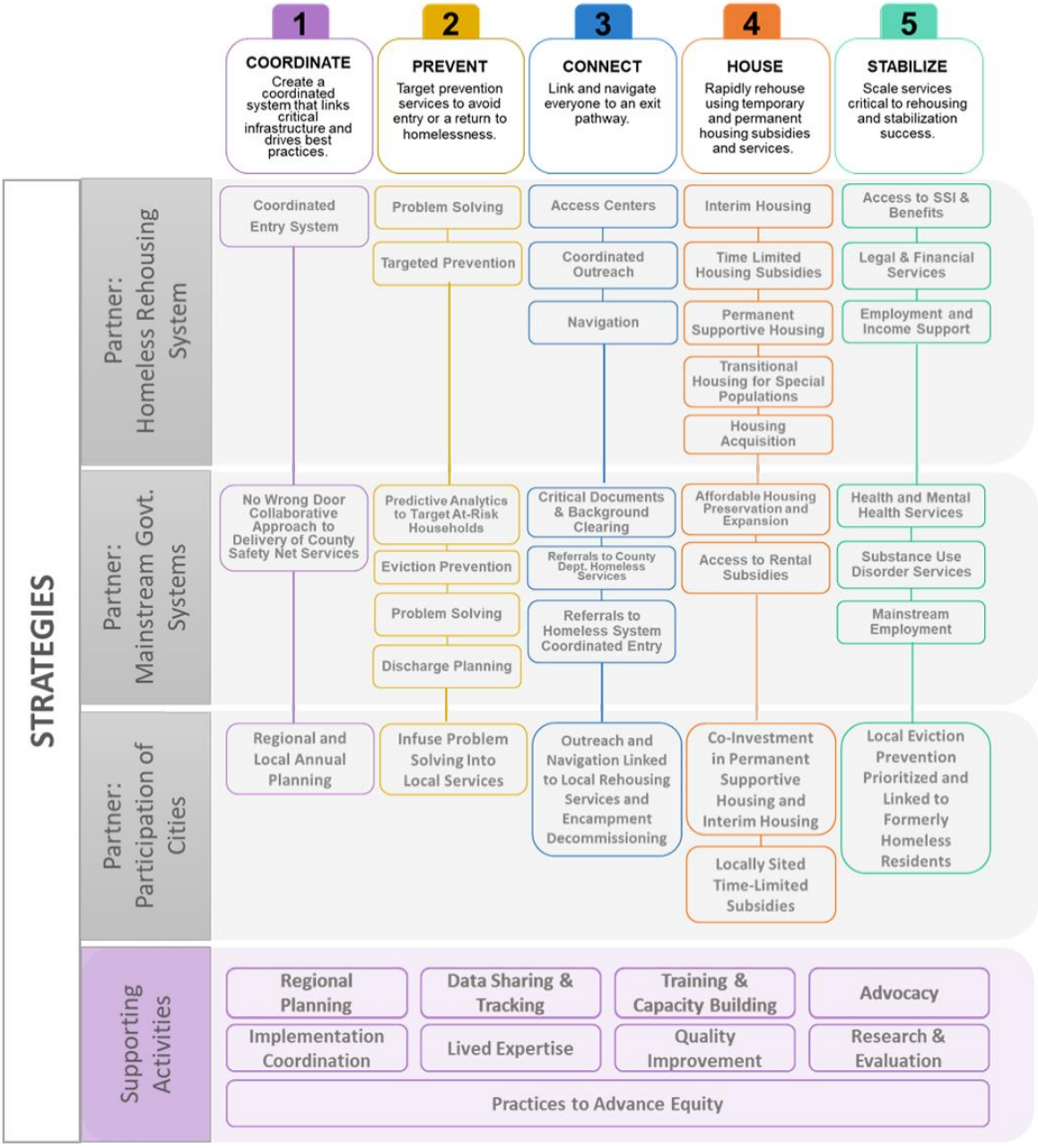

Where do you primarily find your food?
(% of respondents indicating each source as a primary source)
School
Discarded Food
Friends
Service Provider
Other
Convenience Store
Church
Fast Food Restaurant
Grocery Store
2%
3%
4%
10%
6%
9%
6%
4%
10%
10%
11%
15%
20%
10%
29%
29%
48%
38%
0%
5%
10%
15%
20%
25%
30%
35%
40%
45%
50%
2018
2023

Strategies

In accordance with the Los Angeles County Homelessness Initiative's strategies adopted in 2022, the City of Palmdale will:

1. Engage in local annual planning and pertinent regional planning efforts
2. Continue to infuse problem solving into local services
3. Foster outreach and navigation with linkages to local rehousing services and encampment decommissioning
4. Support co-investment in permanent supportive housing and interim housing
5. Support local eviction prevention efforts

Los Angeles County Homeless Initiative Strategies – Updated 2022



Local Goals

Palmdale's 2023-2027 goals include homelessness prevention, creation of pathways to housing including new housing opportunities, empowerment of local service providers with resources/information and measuring/tracking local progress.

GOAL 1: Prevent episodes of homelessness within the community, including individuals and families.

Planned Actions:

1. Relocation of the South Antelope Valley Emergency Services program facility
2. Domestic Violence Shelter
    a. Identify resources and partnership to develop and operate a local domestic violence shelter within the City
3. Foster Family Housing
    a. Develop housing for Foster Children where they can continue to live with their siblings as a family and deter the impact young adult cases of homelessness

GOAL 2: Assist homeless individuals and families by providing relevant and accurate information that creates a path for them to no longer be homeless and also create housing opportunities that meets their needs.

Planned Actions:

1. Relocation of the South Antelope Valley Emergency Services program facility
2. Establish a working relationship with a local non-profit within the City of Palmdale that has a proven track record of creating affordable housing, educating the public and provides meaningful career development, life skills, collaboration with community partners and mental health specialists.
3. Establish paths of housing to meet the needs of those unhoused
4. Support the Palmdale winter shelter in partnership with Advancing Communities Together and Los Angeles Homeless Service Authority to provide quality of life services
    a. Up to 50 beds, nurse practitioners, supportive services consultation
5. Tiny Home Development
    a. 12 units of housing that will include supportive services and provide immediate housing for individuals/couples and their pets
6. Transitional Housing
    a. 12 or more units provided by the City in partnership with Hope the Mission through Operation Home Key
7. Family Housing
    a. 4 units of housing provided by the City in partnership with Victory Outreach Ministries for single parent families
8. Permanent Supportive Housing
    a. Secure units developed and currently being developed by non-profit development partners
9. Designated Affordable Housing
    a. Through an approved program partnering with the City of Palmdale Housing Authority, designated housing for families who are working to re-establish themselves through educational/vocational programs

GOAL 3: Empower local service providers, community partners and those with a vested interest to improve their response to individuals and families experiencing homelessness that formulates working as a collective with City support.

Planned Actions:

1. Establish a working relationship with a local non-profit within the City of Palmdale that has a proven track record of creating affordable housing, educating the public and provides meaningful career development, life skills, collaboration with community partners and mental health specialists.
2. Establish paths of housing to meet the needs of those unhoused
3. Identify Future Funding for Sustainability
4. Research opportunities to maintain local sales tax funding when Measure H terms/expires to keep local funds to combat homelessness

GOAL 4: Develop an approach to track City, local service providers and local community support group progress in preventing, reducing, and ending homelessness within the City with the intent to increase opportunities for the homeless to create and maintain a sustainable lifestyle that includes affordable housing, education, and employment/ vocational training opportunities.

Planned Actions:

1. Establish a working relationship with a local non-profit within the City of Palmdale that has a proven track record of creating affordable housing, educating the public and provides meaningful career development, life skills, collaboration with community partners and mental health specialists.
2. Establish paths of housing to meet the needs of those unhoused
3. Identify Future Funding for Sustainability
4. Research opportunities to maintain local sales tax funding when Measure H terms/expires to keep local funds to combat homelessness

Implementation

The City of Palmdale staff members listed in the table below shall be primarily responsible for implementation of the Plan in collaboration with community partners and in consultation with stakeholders and residents.

Primary Contact for Plan Implementation

Name & Position	Address & Email	Phone	% of Time
Sophia Reyes, Director of Neighborhood Services	38250 Sierra Highway, 2nd Floor Palmdale, CA 93550 sreyes@cityofpalmdale.org	661-267-5126	10%
Becky Bartlett, Management Analyst	38250 Sierra Highway, 2nd Floor Palmdale, CA 93550 bbartlett@cityofpalmdale.org	661-267-5126	10%

Collaboration

Collaboration frequently occurs between City departments, with non-governmental City partners, and with other cities or regional entities throughout Los Angeles County. The City is an active member of the Antelope Valley Homeless Steering Committee and also the Antelope Valley Homeless Coalition. The City has strong existing relationships with local/regional service providers and community organizations that are currently providing and/or developing housing units specifically for persons experiencing homelessness. By participating on the regional level the City supports co-investment in permanent supportive housing and eviction prevention. efforts to address homelessness. The City will also continue to work with its community partners who are based within the City of Palmdale and continue to meet with those groups periodically to discuss and develop and implement strategies that directly bring positive change within the immediate community.

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Andrea Alarcón, Mayor Pro Tem

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: May 3, 2023

During the period April 1, through April 30, 2023, I attended the following meetings and events:

May 3:	Regular Council Meeting
May 4:	VIP Reception for Pacific Hydrogen Alliance
May 4-5:	Southern California Association of Governments (SCAG) Regional Conference
May 11:	County Sanitation Districts 14 and 20 Board Meeting
May 13:	Homes 4 Families Women's Empowerment We Build & Key Ceremony
May 13:	Lancaster Museum and Public Art Foundation & MOAH Mother's Day Tea
May 13:	AV Sheriff Boosters Casino Night
May 16:	AVAQMD Board Meeting
May 16:	22nd Annual 4.0 Student Recognition
May 17:	Regular Council Meeting
May 18-21:	California Contract Cities Association (CCCA) Annual Seminar
May 23:	Meeting regarding SgH2 Energy
May 25:	Meeting with Master Plan Consultant

May 25:	Meeting with Senator Padilla’s Chief of Staff, David Montes
May 29:	AV Cemetery District Annual Memorial Day Remembrance Ceremony
May 29:	Elks Lodge Coffee4Vets-Memorial Day BBQ
May 30:	L.A. City Mayor Bass’ dinner with Supervisor Barger and District 5 Mayors
May 31:	Meeting with Brent Ives of BHI Consulting

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: June 7, 2023

During the period May 1, through May 31, 2023, I attended the following meetings and events:

May 3:	Spanish Talk Radio
May 3:	Regular Council Meeting
May 4:	Palmdale Regional NICU and OB-ED Grand Opening
May 4:	National Day of Prayer - Prayer Service
May 9:	Meeting with local developers
May 11:	County Sanitation Districts 14 and 20 Board Meeting
May 13:	Stamp Out Hunger
May 17:	Regular Council Meeting
May 22:	Brickhouse Bricks Women's Tackle Football Season Kickoff game
May 30:	Memorial Day service at Palmdale Cemetery
May 31:	Mental Health America Los Angeles (MHALA) Open House 35 Years in the AV Celebration

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: June 7, 2023

During the period May 1, through May 31, 2023, I attended the following meetings and events:

May 3:	Spanish Talk Radio Program
May 3:	Regular Council Meeting
May 5:	Cinco De Mayo Fiesta at Oasis Park Recreation Center
May 6:	High Desert Beer and Wine Festival
May 9:	Ritter Ranch/Preston Hollow Visit
May 16:	AVAQMD Board Meeting
May 17:	Regular Council Meeting
May 21 - 23:	ICSC Annual Conference
May 31:	Meeting with Brent Ives of BHI Consulting

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Richard Loa, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: June 7, 2023

During the period May 1, through May 31, 2023, I attended the following meetings and events:

May 3:	Regular Council Meeting
May 4:	AV Hispanic Chamber 1st Annual National Prayer Breakfast
May 4:	National Day of Prayer - Prayer Service
May 4:	City Church Assemblies of God National Prayer Joining Lancaster City Council members
May 10:	Council Briefing re Agenda Items
May 11:	County Sanitation Districts 14 and 20 Board Meeting
May 13:	Homes 4 Families Women's Empowerment We Build & Key Ceremony
May 13:	AV Sheriff Boosters Casino Night
May 17:	Regular Council Meeting
May 18:	Lunch meeting with City Manager
May 20:	The Ventura Foundation Community Day Fundraiser for Gabriel's House
May 18-21:	International Council of Shopping Centers Conference

May 21:	Meeting with WestPac Partners
May 21:	Dinner with Retail Strategies
May 22:	Meeting with Justin Romain
May 22:	Meeting with Michelle Flannigan
May 22:	Meeting with Brian Alkema
May 22:	Meeting with Ariel Fox
May 22:	Meeting with Sage Investco
May 23:	Meeting with Steerpoint Capital
May 23:	Meeting with John Mulleady

May 29:	AV Cemetery District Annual Memorial Day Remembrance Ceremony
May 29:	Coffee4 Vets Memorial Day BBQ @ Elks Lodge

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: June 7, 2023

During the period May 1 through May 31, 2023, I attended the following meetings and events:

May 3:	Regular Council Meeting
May 5:	Palmdale Kiwanis Paisano & Pasta Event
May 6:	High Desert Beer and Wine Festival
May 11:	SOS Children's Villages Informational Breakfast
May 13:	Homes 4 Families Women's Empowerment We Build & Key Ceremony
May 13:	AV Sheriff Boosters Casino Night
May 15:	Meeting regarding Clean Water Ventures
May 16:	School Superintendent Stakeholder Meeting
May 16:	22nd Annual 4.0 Student Recognition
May 17:	Meeting with Race Communications
May 17:	Regular Council Meeting
May 21 - 23:	ICSC Annual Conference
May 24:	TDA 8 Unmet Needs Hearing
May 25	Public Works Week luncheon COP

May 29:	AV Cemetery District Annual Memorial Day Remembrance Ceremony
May 29:	Coffee4Vets Memorial Day BBQ
May 30:	Meeting with Brent Ives of BHI Consulting