PALMDALE

a place to call home

CITY COUNCIL MEETING
SUCCESSOR AGENCY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, JULY 12, 2023
5:00 PM
www.cityofpalmdale.org

WELCOME

Mayor Pro Tem Alarcón will be participating via teleconference from New York Marriott Marquis, 1535 Broadway, 8th Floor Lobby, New York, NY 10063 pursuant to Government Code Section 54953

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

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

4. **PRESENTATIONS**

   4.1 Presentation by American Public Works Association to Lynn Glidden, Director of Public Works, recognizing the Public Works Department re-accreditation.

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 COMMENT RULES:**

"(California Government Code Section 54954.3).
(a) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2 [section omitted].

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of the subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency."

In furtherance of Section 54954.3 of the Brown Act, the public is allotted to speak a total of three (3) minutes on the entirety of the Consent Calendar and Closed Session, with two (2) minutes on each Public Hearing, and, if desired, an additional two (2) minutes on items not on the agenda that are within the subject matter jurisdiction of the City Council. As specified in the Brown Act, a speaker utilizing a translator will receive twice the amount of time specified.

7. **PUBLIC COMMENTS:**

CONSENT CALENDAR AND CLOSED SESSION: Now is the time for public participation on items listed on the Consent Calendar and Closed Session. Each speaker is allotted three (3) minutes total on the entirety of the above sections.

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 May 2023.

1. Staff_Report_-_Investment_Report_MAY_2023.docx
11 May 2023 City of Palmdale & Successor Investment Rpt.pdf

8.2 Approve Agreement with Flock Group, Inc to provide a fixed location Automated License Plate Recognition (ALPR) system, 50 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_July_2023.docx
A-8391 Signed by Flock.pdf

8.3 Adopt Resolution No. CC 2023-047, a Resolution of the City Council of the City of Palmdale Approving the Palmdale California Environmental Quality Act Procedures.

CC Staff Report CEQA Guidelines.docx
Resolution No. CC 2023-047.docx
Appendix A and B to CEQA Guidelines.docx
EXHIBIT I -CEQA Guidelines.docx

8.4 Notice of Completion - Accept Public Improvements for Pilot Travel Centers located at 5231 Pearblossom Highway.

SR-07122023 (21-15).docx
EXHIBIT A 21-15.docx
EXHIBIT B (21-15).docx
NOC_21-15 ST IMPROVEMENTS.doc

8.5 Notice of Completion - Accept Public Improvements for Desert Wind Church located at 38117 13th Street East.

SR-07122023 (20-27).docx
EXHIBIT A 20-27.docx
EXHIBIT B (20-27).docx
NOC_20-27 ST IMPROVEMENTS.doc

8.6 Award On-Call Emergency Sewer Collection System Repairs Agreement with Mike Prlich & Sons in an amount not to exceed $350,000 for on-call citywide sewer emergency repairs for at term of three (3) years.

On Call Sewer Emergency Repairs - Staff Report (SB).docx
City of Palmdale - Mike Prlich and Sons, Inc. (A-8329) - 04-10-2023 - Preview.pdf

8.7 Award construction agreement with Blue Ridge Mechanical for PN 804, The Oasis Generator Infrastructure Project, in the amount of $98,078.

PN 804 Staff Report 7.12.23 lg updated.docx
Construction Contract - PN 804 Name of Contractor (A-7416).pdf

8.8 Award construction agreement with Interior Demolition, Inc. for PN 873, Hammack Activity Center Demolition Project, in the amount of $284,295 and determine this project to be exempt from CEQA.

PN 873 Staff Report - Award Construction.docx
PN873 - Hammack Demo Draft (A-8187).pdf

Site Overview.pdf

8.9 Approve Purchase Order No. 20240001 with Walsma Oil Company, Inc. for Diesel and Unleaded Fuel, Motor Oil, and Lubricants in an amount not to exceed $600,000 for FY 2023-24.

SR Approve PO 20240001 Walsma Oil_2ndOTE.docx
1. Requested PO 20240001 Walsma Oil Company, Inc..pdf
2. Price Schedule IFB No. 21-004-3300 Walsma Oil Co. FY 2023-24.pdf

8.10 Approve Purchase Order No. 20240002 with Nutrien AG Solutions, Inc. for fertilizer supplies in an amount not to exceed $207,750 for FY 2023-24.

SR Approve PO 20240002 Nutrien AG_2ndOTE.docx
1. Requested PO 20240002 Nutrien AG Solutions, Inc..pdf
2. Price Schedule IFB No. 21-001-3610 Nutrien AG FY 2023-24.pdf

8.11 Approve Purchase Order No. 20240003 with Smith Pipe & Supply, Inc. for irrigation and water conservation supplies in an amount not to exceed $278,000 for FY 2023-24.

SR Approve PO 20240003 Smith Pipe & Supply_2ndOTE.docx
1. Requested PO 20240003 Smith Pipe & Supply, Inc..pdf
2. Price Schedule IFB No. 21-002-3600 Smith Pipe Supply FY 2023-24.pdf

8.12 Approve Purchase Order No. 20240004 with Wilbur-Ellis Company for herbicide and pesticide chemicals in an amount not to exceed $120,000 for FY 2023-24.

SR Approve PO 20240004 Wilbur-Ellis_2ndOTE.docx
1. Requested PO 20240004 Wilbur-Ellis Company.pdf
2. Price Schedule IFB No. 21-001-3400 Wilbur-Ellis FY 2023-24 v02.pdf

8.13 Approve Purchase Order No. 20240005 with Hasa, Inc. for pool chemical supplies in an amount not to exceed $155,000 for FY 2023-24.

SR Approve PO 20240005 Hasa, Inc_2ndOTE.docx
1. Requested PO 20240005 Hasa, Inc. OLD.pdf
2. Price Schedule IFB No. 21-002-3400 Hasa Inc. FY 23-24.pdf

8.14 Approve Final Tract Map No. 69651, located at Palmdale Blvd and 61st Street East.

TR 69651 Approval - Staff Report.docx
TR 69651 - Final.pdf

8.15 Approve service agreement for a digital divide study with Nutter Consulting in the amount of $140,000 for a term of six (6) months.

A-8413 Nutter Consulting Staff Report_Revised.docx
Consulting Services w- Term (#3A) - Nutter Consulting (A-8413) - 07-12-2023 - Preview (3).pdf

8.16 Approve the minutes from the previous meeting.

June 7, 2023 - CC/SA
City Council_SA_HA - 06_07_2023 - 5pm.pdf

9. **PUBLIC HEARING**

9.1 Adopt Resolution No. CC 2023-028, a Resolution of the City Council of the City of Palmdale approving the Engineer's Report and the continuation of the levy and collection of assessments for Fiscal Year 2023/2024 for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02.

PUBLIC COMMENTS: Now is the time for public participation on this item. Each speaker is allotted two (2) minutes.
Palmdale DBAD - Staff Report 7-12-2023_final.docx
Palmdale DBAD - Res 3 #CC 2023-028 for 7-12-2023_final.docx
Drainage Engineers Report FY 2023-24_vFinal.pdf

9.2 Adopt Resolution No. CC 2023-029, a Resolution of the City Council of the City of Palmdale approving the Engineer's Report and the continuation of the levy and collection of assessments for Fiscal Year 2023/2024 for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.

PUBLIC COMMENTS: Now is the time for public participation on this item. Each speaker is allotted two (2) minutes.
Palmdale LMD,Park,SLAD-Staff Report 7-12-23_final.docx
Palmdale LMD,Park,SLAD-Res 3 #CC 2023-029 for 7-12-2023_final.docx
LMD Engineers Report FY 2023-24_vFinal.pdf
Park Engineers Report FY 2023-24_vFinal.pdf
Streetlight Engineers Report FY 2023-24_vFinal.pdf

9.3 Adopt Resolution No. CC 2023-030, a Resolution of the City Council of the City of Palmdale updating the Sewer Collection Service Charge and ordering the continuation of the charge for the operation and maintenance of the Palmdale sewer collection system for Fiscal Year 2023/2024.

PUBLIC COMMENTS: Now is the time for public participation on this item. Each speaker is allotted two (2) minutes.
Staff Report 7-12-23_final.docx
Resolution No. CC 2023-030 for 7-12-2023_final.doc
Sewer Collection Service Charge Report FY 2023-24_v1.pdf

10. **NON-AGENDA PUBLIC COMMENTS*: Now is the time for public participation on items not listed on the agenda. Each speaker is allotted two (2) minutes total on items not listed on the agenda.***

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

    11.1 Council Reports on Committee Memberships and Meetings Attended at Public Expense.

    Bettencourt Informational Report 070523.docx
    BISHOP Informational Report 070123.docx
    LOA Informational Report 070523.docx
    Ohlsen Informational Report 070523.docx

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

13. **CITY MANAGER'S REPORT**

14. **PRESENTATION BY CITY ATTORNEY**

    14.1 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).

    14.2 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).

    14.3 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).

14.4 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).

15. **ANNOUNCEMENT BY CITY ATTORNEY**

16. **ADJOURN** meeting to July 19, 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.

City Council Staff Report

DATE: **JULY 12, 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 MAY 2023**

ISSUE

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

RECOMMENDATION

Staff recommends that the City Council receive and file the monthly investment activity reports for City of Palmdale and Successor Agency for May 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 May, the invested portfolio amount for the City of Palmdale totaled $305,411,348, an increase of $15,107,784 from the previous month, and an increase of $48,579,468 in comparison to last year. The monthly increase is the result of a combination of new investment purchases, interest gains, and LAIF deposits.

The par value of Successor Agency's portfolio as of April was $10,196,997. The balance decreased by $6,617 from last month due to debt service payments made from 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

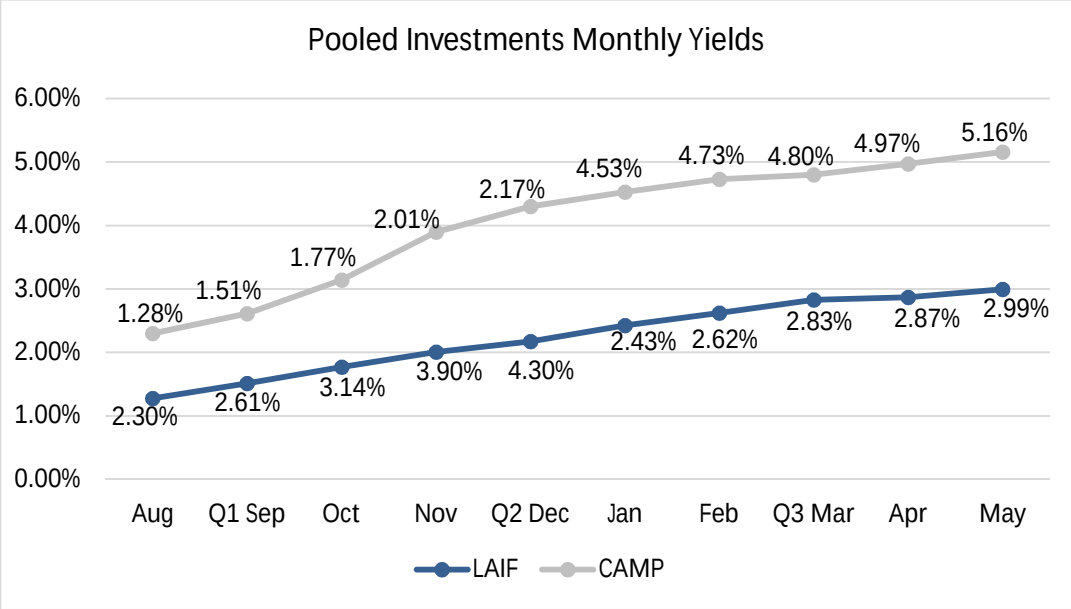
One core approach the Finance Division focuses on, is providing liquidity to measure up to the City and Successor Agency's operational requirements. Thus, the Finance Department is currently investing in two pooled funds, LAIF and CAMP. These are intended for the daily operational activities, used for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

The total LAIF balance for the City of Palmdale at the end of May is $125,390,432, an increase of $10,381,000 compared to the prior month, due to a deposit made by the City's general bank to LAIF.

Successor Agency LAIF balance at the end of May was $4,488,812. No changes compared to the prior month.

CAMP's balance for City of Palmdale at the end of May was $258,198 compared to April balance of $257,071. 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 May 31, 2023, the interest rates for LAIF and CAMP investments were at 2.993

percent and 5.16 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of April were at 2.870 percent and 4.97 percent. Both rates have slightly increased within this month. This time last year, LAIF and CAMP rates were at 0.684 percent and 0.82, respectively.



The chart above shows both the Local Agency Investment Fund and California Asset Management Program's average monthly yields beginning August 2022 through May 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 May 31, 2023.

It is anticipated that both the City of Palmdale and Successor Agency will have sufficient moneys to meet its expenditure requirements for the next 6 months as we continue to

monitor any financial impact due to the Coronavirus pandemic and the current economic conditions and the impact on interest rates.

Attached are summaries of the investments in the City of Palmdale and Successor Agency's books as of May 31, 2023.

FISCAL IMPACT

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

STRATEGIC PLAN

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

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

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

Prepared by:	Gohar Avetisyan, 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

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

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
MAY 31, 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
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			$ 71,200,000.00		$ 72,950,395.77	$ 69,109,870.80
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
05-18-23	05-18-27	CITY	3133EPKC8 Federal Farm Credit Bank Unsec		5.39	5,000,000.00		5,000,000.00	5,000,000.00
			TOTAL GOVERNMENT AGENCY PAPER			$ 111,160,000.00		$ 109,459,584.08	$ 104,781,605.03
CERTIFICATES OF DEPOSIT									
			TOTAL CERTIFICATES OF DEPOSIT			$ -		$ -	$ -

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

CORPORATE NOTES

5/17/2023	3/1/2026	CITY	30231GAT9 EXXON MOBIL CORPORATION	3.04	$1,000,000	$982,084	975,660.00
5/17/2023	3/2/2026	CITY	194162AQ6 COLGATE-PALMOLIVE CO GLOBAL	4.80	$1,000,000	$1,035,553	1,025,420.00
5/17/2023	1/26/2026	CITY	742718FY0 PROCTER & GAMBLE CO/THE GLOGAL	4.10	$1,000,000	$1,018,472	1,005,830.00
			TOTAL CORPORATE BONDS		$3,000,000	$3,036,109	$ 3,006,910.00

STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND

09-01-84	n/a	CITY ACCOUNT	98-19-620	0.78	57,829,922.50	57,829,922.50	57,829,922.50
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	26,683,935.84	26,683,935.84	26,683,935.84
			TOTAL LAIF ACCOUNTS		$ 125,390,432.06	$ 125,390,432.06	$ 125,390,432.06

CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM

6080-01	n/a	CITY ACCOUNT	6080-01	0.30	258,197.66	258,197.66	258,197.66
			TOTAL CAMP ACCOUNTS		$ 258,197.66	$ 258,197.66	$ 258,197.66

UBS FINANCIAL SERVICES

n/a	n/a	CITY ACCOUNT		0.00	2,864,332.38	2,864,332.38	2,864,332.38
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 2,864,332.38	$ 2,864,332.38	$ 2,864,332.38
			TOTAL CITY INVESTMENTS		$ 313,872,962.10	$ 313,959,051.06	$ 305,411,347.93

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
MAY 31, 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		109.54
05-10-95	n/a	IMPROVEMENT	95421222	0.10		159,196.85
City Held Cash	(Fund 736-114000)	($255,912.67)				
		TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1				$ 159,306.39
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		2,656,426.20
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				$ 2,656,426.35
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		722,956.72
08-01-19	n/a	SP TAX - REFUNDING BC	242969004	0.01		15,150.11
08-01-19	n/a	SP TAX - REFUNDING BC	242969005	0.01	Account Closed on 12/20/22	0.00
City Held Cash	(Fund 734-114000)	$1,773,665.72				
		TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1				$ 738,127.11

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

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

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

City Held Cash (Fund 735-114000) $1,330,451.36

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	82,501.35
	n/a	RESERVE FUND	251009001	0.01	645,525.38

City Held Cash

TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021 $ 728,026.73

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	60,198.94
11-08-06	n/a	ADM EXP	106844002	0.01	1,638.17
11-08-06	n/a	RESERVE FUND	106844003	0.01	97,027.74

City Held Cash (Fund 739-114000) $145,437.61

TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB $ 158,864.85

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
MAY 31, 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	123.37
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			$ 123.37
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	2,979,512.25
		TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW			$ 2,979,512.25
2015 HA DEBT SERVICE RESERVE					
Fiscal Agent: Bank of America					
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08	39,540.98
		TOTAL 2015 HA DEBT SERVICE RESERVE			$ 39,540.98
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND					
05-23-18	n/a	CITY	104790895775 Public Agency Retirement Services	2.60	7,754,367.15
		TOTAL PARS PENSION TRUST FUND			$ 7,754,367.15
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	193,545.92
09-03-15	n/a	INTEREST ACCT	277067001	0.01	14.01
09-03-15	n/a	BOND RESERVE	277067003	0.00	281,021.95
09-03-15	n/a	REPAIR & REPLACE FUN	277067004	0.00	1,209,380.05
		TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS			$ 1,683,961.93
BOND PROCEEDS					
2017 PFA $17.4M LEASE REVENUE BONDS					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
04-05-17	n/a	REVENUE FUND	271128000	0.00	0.19
04-05-17	n/a	PRINCIPAL ACCT	271128002	n/a	0.00
		TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS			$ 0.19
	Total City Held Cash (XXX-114000)		$1,992,966.20		
		GRAND TOTAL - FISCAL AGENT CASH			$ 16,170,230.57

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

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand			$	18,502,517
Pooled Cash Investments				
City:	$	300,059,449		
Insur Fund:		$5,351,899	$	305,411,348
Library Investments				$12,680
Subtotal			$	323,926,545
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			$	16,170,231
Grand total			$	340,096,776

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 May 31, 2023.

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

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

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
CITY ACCOUNT 98-19-620				
Beginning Balance				$ 42,829,922.50
05/25/23	$ 15,000,000.00			
Subtotal	$ 15,000,000.00	$ -	$ -	$ 57,829,922.50
PCA ACCOUNT 40-19-060				
Beginning Balance				$ 40,876,573.72
Subtotal	$ -	$ -	$ -	$ 40,876,573.72
LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 12,679.97
Subtotal	$ -	$ -	$ -	$ 12,679.97
ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 31,302,935.84
05/24/23		$ (4,619,000.00)		
Subtotal	$ -	$ (4,619,000.00)	$ -	$ 26,683,935.84
CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM				
Beginning Balance				$ 257,070.82
05/31/23			$ 1,126.84	
Subtotal	$ -	$ -	$ 1,126.84	$ 258,197.66
UBS Financial Services				
Beginning Balance				$ 10,624.80
05/12/23			$ 70,657.58	
05/31/23	$ 2,815,000.00			
05/31/23		$ (31,950.00)		
Subtotal	$ 2,815,000.00	$ (31,950.00)	$ 70,657.58	$ 2,864,332.38
Total	$ 17,815,000.00	$ (4,650,950.00)	$ 71,784.42	$ 128,525,642.07

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

POOLED CASH - INVESTMENTS MATURED OR CALLED

May 31, 2023

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

ISSUER	PURCHASE DATE	MATURITY DATE	REDEMPTION DATE	FACE VALUE REDEEMED		INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
9128284S6 U.S. Treasury Note	01-19-21	05-31-23	05-31-23	2,815,000.00	M	$ 38,706.25	$ 2,853,706.25	2,811,030.85	$3,969.15
61747MX30 Morgan Stanley Bank Na	05-10-18	05-10-23	05-10-23	245,000.00	M	$ 3,827.03	$ 248,827.03	546,098.34	($301,098.34)
87164WWF1 Synchrony Bank	05-11-18	05-11-23	05-11-23	245,000.00	M	$ 3,827.03	$ 248,827.03	246,091.97	($1,091.97)
17312QL23 Citibank Na	05-11-18	05-11-23	05-11-23	$ 245,000.00	M	$ 3,827.03	$ 248,827.03	246,091.97	($1,091.97)
20033AYE0 Comenity Capital Bank	05-15-18	05-15-23	05-15-23	$ 245,000.00	M	$ 624.25	$ 245,624.25	245,960.65	($960.65)
166764BV1 Chevron Corp	06-10-20	05-11-23	05-11-23	$ 2,075,000.00	M	$ 11,837.88	$ 2,086,837.88	2,039,686.86	$35,313.14
				$ 5,870,000.00		$ 62,649.47	$ 5,932,649.47	$ 6,134,960.64	($264,960.64)

Total Number of Transactions: 6

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

POOLED CASH - INVESTMENTS PURCHASED

May 31, 2023

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

ISSUER	PURCHASE DATE	MATURITY DATE	FACE VALUE	PREMIUM / (DISCOUNT)	PURCHASE PRICE	ACCRUED INTEREST PURCHASED	NET PURCHASE	Yield
30231GAT9 EXXON MOBIL CORPORATION	05-17-23	03-01-26	$1,000,000	(24,340.00)	975,660.00	$ 6,424.11	$ 982,084.11	3.04
194162AQ6 COLGATE-PALMOLIVE CO GLOBAL	05-17-23	03-02-26	$1,000,000	25,420.00	1,025,420.00	$ 10,133.33	$ 1,035,553.33	4.80
742718FY0 PROCTER & GAMBLE CO/THE GLOGAL	05-17-23	01-26-26	$1,000,000	5,830.00	1,005,830.00	$ 12,641.67	$ 1,018,471.67	4.10
3133EPKC8 Federal Farm Credit Bank Unsec	05-18-23	05-18-27	$ 5,000,000.00	-	5,000,000.00	$ -	$ 5,000,000.00	5.39
				-			$ -	
				-				
			$ 7,000,000.00	$ 6,910.00	$ 8,006,910.00	$ 29,199.11	$ 8,036,109.11	

Total Number of Transactions: 3

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
May 31, 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	538,269.60	
08-20-02	n/a	INTEREST ACCT	94460701	0.04	4,462.36	
08-20-02	n/a	PRINCIPAL ACCT	94460702	0.04	251.12	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 542,983.08
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						$542,985

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$	5,165,200
Pooled Cash Investments	$	4,488,812
Successor Agency Fiscal Agent Cash	$	542,985
Grand total	$	10,196,997

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

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

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF)
May 31, 2023

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
SA ACCOUNT 65-19-035				
Beginning Balance				$ 4,488,812.40
Subtotal	$ -	$ -	$ -	$ 4,488,812.40

City Council Staff Report

DATE: **JULY 12, 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, 50 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, 50 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, nor is it 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.

Access to LPR data shall be restricted to authorized personnel, strictly based on job function and the principle of least privilege. Only authorized users of the Los Angeles Sheriff's Department may obtain access to flock camera footage. Strong access controls, including user authentication and authorization mechanisms, shall be implemented to ensure data security.

LPR data retention period shall be set at 30 days, after which data will be automatically deleted. Only authorized Los Angeles Sheriff's Department users may archive footage for evidentiary purposes.

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 50 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.

DocuSign Envelope ID: 91A5CE64-E4E2-4A36-B49B-1CE8686FA15A

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

DocuSign Envelope ID: 91A5CE64-E4E2-4A36-B49B-1CE8686FA15A

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.*

Special Terms:

The City of Palmdale is only procuring the Fixed location, still image, Flock Falcon ALPR cameras.

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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

DocuSign Envelope ID: 91A5CE64-E4E2-4A36-B49B-1CE8686FA15A

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

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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:	DocuSigned by: Mark Smith AC5C931454C24F3...	By:	
Name:	Mark Smith	Name:	
Title:	General Counsel	Title:	
Date:	6/27/2023	Date:	
		PO Number:	

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Specific Services Agreement

This Specific 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, and limit, the Flock Services to be performed for at the Customers locations and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

A. Intent of the Parties

1. 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. Customer is contracting only for image and recording of that data via this Agreement. ("***Notifications***"):

2. Customer desires access to the limited 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.

3. 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 pursuant Customers own separate policies.

4. 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***").

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B. AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement including Part A, Intent of the Parties (hereby incorporated by reference), 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 Customer authorized individual employees, agents, or contractors of Customer accessing or using the Services, under the rights or limitations 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.

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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, emergency alerts, searching vehicle image records, video and sharing Footage.

1.10 "***Footage***" means still images and video, 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 30 rolling day 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.

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2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the specified 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) consecutive business 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.

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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 believes 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.

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3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a secure 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, contractors, 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 or photo 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,

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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 similar 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

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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, administrative 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. Flock acknowledges Customer is subject to the California Public Records Act and agrees that Customers compliance with the law does not violate any term, express or implied, of this Agreement.

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.

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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

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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 and minimize and repair any unreasonable damage to Customers property. 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.

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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

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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.

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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 ABSOLVING FLOCK OF LIABILITY.

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.

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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, as adopted or revised from time to time, and their associated record retention schedules, including responding to any subpoena request(s).

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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.

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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 so long as the use is professional and does not put Customer into a bad light.

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.**

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In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation. Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

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.

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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: Ronda Perez and Roxanne Faber

EMAIL:

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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: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICTS: **ALL**

SUBJECT: **RESOLUTION NO. CC 2023-047, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, ADOPTING THE PALMDALE CALIFORNIA ENVIRONMENTAL QUALITY ACT PROCEDURES (ENV 23-001)**

ISSUE

Adopt Resolution No. CC 2023-047 adopting the Palmdale California Environmental Quality Act (CEQA) Procedures (ENV 23-001).

RECOMMENDATION

The Planning Commission recommends that the City Council adopt Resolution No. CC 2023-047.

BACKGROUND

Unfortunately, there is no record of the original adoption of the Local CEQA Guidelines document (now referred to as the Palmdale CEQA Procedures); however, the Local CEQA Guidelines document was first amended by the City Council on January 14, 1993, through Resolution No. 93-1 to address updates to the Los Angeles County Congestion Management Plan. It was subsequently amended by the City Council on July 12, 1995, through Resolution No. 95-114 to ensure consistency with revisions in State law as it related to CEQA review procedures.

On June 8, 2023, the Planning Commission adopted Resolution No. PC-2023-010 recommending City Council approval of ENV 23-001.

DISCUSSION

The intent of adopting local CEQA Guidelines is to implement, supplement and tailor the general provisions of the State Guidelines to the specific operations of the City. In accordance with Public Resources Code Section 21000 et seq. and State CEQA Guidelines (California Code of Regulations Section 15000 et seq.), the City may

administer its responsibilities under CEQA in any manner which meets the requirements of CEQA; however, it is important to note that if any section of the proposed Guidelines is in conflict with any provision of the State Guidelines, the State Guidelines are still the controlling regulations.

As proposed, the Palmdale CEQA Procedures will replace the 1995 version of the Local CEQA Guidelines. The document clarifies City processes as it relates to review, approval and adoption of environmental documents, updates definitions, and clarifies exempt projects.

FISCAL IMPACT

ENV 23-001 will streamline and clarify the City's environmental review of projects, which will incentivize development and therefore increase property and sales tax revenues for the City.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Megan Taggart, Deputy Director of Economic and Community Development
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. Resolution No. CC 2023-047

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADOPTING THE PALMDALE CALIFORNIA ENVIRONMENTAL QUALITY ACT PROCEDURES (ENV 23-001)

A. RECITALS

WHEREAS, The City previously adopted Local California Environmental Quality Act (CEQA) Guidelines to implement the provisions of the State CEQA Guidelines; and,

WHEREAS, Said Guidelines were amended in 1993 (Resolution No. 93-1) and again in 1995 (Resolution No. 95-114) to address updates to the Los Angeles County Congestion Management Plan and ensure consistency with revisions in State law, respectively; and,

WHEREAS, The proposed Palmdale CEQA Procedures replace the Local CEQA Guidelines document and intend to implement, supplement and tailor the general provisions of the State Guidelines to the specific operations of the City. The document clarifies City processes as it relates to review, approval and adoption of environmental documents, updates definitions and clarifies exemptions; and,

WHEREAS, On June 8, 2023, the Planning Commission adopted Resolution No. PC-2023-010 recommending City Council approval of ENV 23-001; and,

WHEREAS, All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

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

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A of this Resolution, are true and correct.

SECTION 2. Based on substantial evidence presented to the City Council during review of the Palmdale CEQA Procedures document, including a written staff report, this City Council specifically finds that the Palmdale CEQA Procedures, attached hereto as Exhibit I, implements, tailors, and supplements the provisions of the State CEQA Guidelines as it relates to the operations of the City. The City Council further finds that the Palmdale CEQA Procedures complies with the requirements of Public Resources

Code Section 21000 et seq. and State CEQA Guidelines (California Code of Regulations Section 15000 et seq.).

SECTION 3. Based on the findings and conclusions set forth in sections 1 and 2 above, the City Council hereby approves ENV 23-001, adopting the Palmdale CEQA Procedures as outlined within Exhibit I.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution to be published or posted as required by law.

PASSED, APPROVED and **ADOPTED** this 12th day of July, 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 12th day of July, 2023, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____
Rochelle Scott, Acting City Clerk

APPENDIX A

MINISTERIALLY EXEMPT PROJECTS IN THE CITY OF PALMDALE

Pursuant to Sections 15022 and 15268 of the State Guidelines issuance/approval of the following permits in the City shall be conclusively presumed to be ministerially exempt from the requirements of the CEQA and thus preparation of an environmental document is not required. However, where a project involves an approval that contains elements of both a ministerial action and a discretionary action, the project will be deemed discretionary and will be subject to the requirements of the CEQA.

Building and Related Permits:

1. Building and related permits, including driveways up to 300 feet (e.g., demolition, plumbing, electrical, solar panels).
2. Any permits for historic structures, as defined by the Secretary of Interior, are exempt only if the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings are met.
3. Any permits for a single-family residence, accessory dwelling unit, residential units under section 17.39 of the Palmdale Municipal Code, accessory structures, swimming pools, wall/fences or similar uses.

Grading and Related Earth Disturbing Permits:

4. A grading permit that meets the following criteria:

    (a) Is not located in an environmentally sensitive area;
    (b) Involves grading for construction of a single-family residence; and,
    (c) Does not result in a new driveway over 300 feet in length.

5. A stockpiling/grading permit up to four feet in height.
6. Structural Erosion Control measures and Best Management Plan (BMPs) processed in accordance with the requirements of the National Pollution Discharge Elimination System (NPDES) program and the Palmdale Municipal Code.
7. Revegetation plans.

Planning Permits:

8. Zone clearance application.
9. Fence permit.
10. Home occupation permit.
11. Sign permit (including directional, identification, temporary off-site and /or agricultural signs, and comprehensive sign plans).
12. Farmworker housing (where permitted by right).
13. Telecommunication facility minor modification application.
14. Temporary use permit.
15 . Time Extension

Land Divisions:

16. Final subdivision maps.
17. A parcel map created pursuant to Chapter 16.03 (Urban Lot Split) of the Palmdale Municipal Code.
18. Minor modifications and amendments to tentative tract and parcel maps.
19. Recorded map technical corrections.
20. Lot line adjustments involving four or fewer parcels, except when processed concurrently with a related application that is discretionary (e.g. variance, use permit).
21. Unconditional certificate of compliance.
22. Voluntary merger of parcels.
23. Record of survey map recording.

APPENDIX B

ADDITIONAL CATEGORICALLY EXEMPT PROJECTS IN THE CITY OF PALMDALE

In addition to the exemptions contained in the State Guidelines, pursuant to Sections 15022(a)(1)(C) and 15300.4 of the State Guidelines the City has found that the following types of projects typically do not have a significant effect on the environment and therefore qualify for a categorical exemption under the class of categorical exemptions listed below:

Class 1: Existing Facilities [State Guidelines §15301]

1. Existing roads, streets, highways, bicycle and pedestrian paths, and appurtenant facilities. Repair, maintenance, reconstruction, replacement and minor expansion including, but not limited to:

    (a) Reconstructing, resurfacing and/or seal coating of the pavement;
    (b) Paving existing unpaved shoulders;
    (c) Widening the paved roadway by less than 10 feet or adding up to 4-foot wide unpaved shoulders;
    (d) Adding short auxiliary lanes when required for localized purposes such as weaving, turning, lane changing or accelerating or decelerating;
    (e) Adding non-motorized trails and walkways parallel to the existing roadway to separate such non-motorized uses from motorized traffic;
    (f) Installing landscaping within road rights-of-way that involves minimal earth disturbing activities;
    (g) Working on clear-span bridge structures, reconstructing existing stream crossings and making minor operational improvements to drainage facilities, provided that the construction of temporary stream bypasses is not involved;
    (h) Modifying to improve existing roadside safety features such as curbs, pikes, headwalls, slopes and ditches within the right of way, adding or replacing devices such as fencing, guardrails, safety barriers, guideposts, and markers, or installing, removing, or modifying regulatory, warning, or informational signs;
    (i) Adding, removing and/or replacing distinctive roadway, runway, or taxiway markings such as painted stripes, raised pavement markers thermoplastic, tape or raised bars; **OR**
    (j) Abandoning dead-end roads when provisions for ongoing, long-term maintenance have been made or the road right-of-way has been returned to a natural state from a hydrologic standpoint.

2. Existing telecommunication facilities: Modification and renewal of the permits thereof.
3. Minor modifications to approved plans pursuant to § 17.26.040 of the Palmdale Municipal Code.
4. Existing erosion control plans: Modification thereof when:

    (a) The footprint of the area disturbed is not expanded;
    (b) The amount of sediment delivered from the site as calculated by a qualified professional is not increased; **AND**
    (c) Groundwater use is not increased.

5. Tentative map revisions: Revisions to approved maps, including minor adjustments to access roads, that do not affect existing buildings.
6. Existing mining operations: Temporary cessation thereof.

Class 3: New Construction or Conversion of Small Structures [State Guidelines §15303]

7. Farmworker housing**:** Construction and operation thereof where not permitted by right.
8. Construction and operation of agricultural processing facilities, and farm management uses that:

    (a) Are less than 5,000 square feet in size; and,
    (b) Will generate less than 40 vehicle trips per day and 5 per peak hour.

9. Construction and operation of small public/emergency service facilities, including sheriff's communication towers and power generators and buildings of less than 5,000 feet on less than 30% slopes involving less than 2,000 cubic yards of grading/excavation.
10. Wells: Installation and/or operation thereof pursuant to a groundwater permit when the amount of groundwater proposed to be used in total on the parcel is less than or equal to the amount of groundwater historically used (i.e., during the last 3 years).

Class 4: Minor Alterations to Land [State Guidelines §15304]

11. Park Facilities: Installation and operation of new or modification to existing park facilities that would:

    (a) Disturb less than 5½ acres of land and have an average slope of 15% or less; **AND**
    (b) Do not increase overall groundwater use on the parcel.

12. New access roads and driveways (longer than 300 feet and resulting in less than 2,000 cubic yards of grading) that would:

    (a) Not disturb more than 2 acres of land;
    (b) Not traverse slopes that are steeper than 29.9%; **AND**
    (c) Not discharge concentrated runoff within a stream setback area.

Class 5: Minor Alterations in Land Use Limitations [State Guidelines §15305]

13. Zone Changes and General Plan Amendments: Implementation of Zone Changes and General Plan Amendments that do not increase the maximum intensity of land use allowed.
14. Parcel mergers: Implementation of parcel mergers pursuant to Title 16 of the Palmdale Municipal Code implementing the Subdivision Map Act.
15. Temporary public road closures: Closures for temporary use permits and special events pursuant to Title 17 of the Palmdale Municipal Code.
16. Variances to standards for projects that are allowed by right under zoning.
17. Minor modifications to lot line adjustments pursuant to Title 16 of the Palmdale Municipal Code.

EXHIBIT I

GUIDELINES AND PROCEDURES FOR IMPLEMENTING THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR PROJECTS IN THE CITY OF PALMDALE

SECTION 1 PURPOSE

These Guidelines and Procedures ("Guidelines") are adopted to implement the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq., and the State CEQA Guidelines ("State Guidelines"), Title 14 California Code of Regulations Section 15000 et seq., and may be referred to as the Palmdale CEQA Procedures.

SECTION 2 RELATIONSHIP TO STATE GUIDELINES

The State Guidelines are hereby incorporated by reference. These Guidelines are not meant to replace the State Guidelines but to implement, supplement and tailor the general provisions of the State Guidelines to the specific operations of the City of Palmdale and the Housing Authority of the City of Palmdale (individually and collectively "Public Agency"). The City Council and Housing Authority Board are the governing boards of the Public Agencies and are hereinafter referred to individually and collectively as "Governing Board." The Public Agency may administer its responsibilities under CEQA in any manner which meets the requirements of CEQA, notwithstanding the specific procedures and provisions set forth in these Guidelines; provided, however, that when such procedures and provision are not followed, the Governing Body, shall, by minute action, find that extraordinary circumstances exist and that such procedures and provisions are waived. The Governing Board shall be the only CEQA decision-making body as specified in these Guidelines with the ability to waive the procedures and provisions contained herein. If any Sections of these Guidelines are in conflict with or contrary to any provision of the State Guidelines as they now exist or may be amended hereafter, the State Guidelines shall control.

SECTION 3 DEFINITIONS

The definitions set forth in the Public Resources Code section 21060 et. seq. and the State Guidelines shall govern and are the applicable definitions except as modified and/or supplemented herein.

Advisory Body - The person, committee, or commission, which has authority by law or ordinance to comment upon or give an advisory decision on the Project at issue. For the Public Agencies the Advisory Body may include but is not limited to Director and City Planning Commission.

CEQA Document – The CEQA Document prepared for a particular Project which can include but is not limited to Notice of Exemption, Negative Declaration, Mitigated Negative Declaration, and Environmental Impact Report.

City - The City of Palmdale, a California charter city and municipal code.

City Planning Commission – The Governing Body and Advisory Board to the Public Agencies created pursuant to the Chapter 2.46 of the Palmdale Municipal Code and governed by Title 17 of the Palmdale Municipal Code.

Decision-Making Body – The person, commission, or council which has the authority by law or ordinance to make a final decision to approve or disapprove the Project at issue. For the Public Agencies the Decision-Making Body, depending on the CEQA document, are the Director, City Planning Commission, and Governing Body.

Department – The department in the City that is carrying out a Project.

Director – The director of the department in the City, or his/her designee, responsible for CEQA functions on a particular Project.

Governing Body – The final Decision-Making Body for the Public Agencies. For the City it is the Director, Planning Commission and City Council. For the Housing Authority it is the Director, Planning Commission and Housing Authority Board.

Housing Authority – The Housing Authority of the City of Palmdale created in 1997 by Resolution No. 97-062.

Lead Agency – The Department responsible for preparing the CEQA document for the Project.

Project – Any action as defined by State Guidelines §15378.

Public Agency – Includes any state agency, board, or commission and any local or regional agency, as defined in these Guidelines. As used in these Guidelines, Public Agency in the capitalized terms means the City of Palmdale and the Housing Authority of the City of Palmdale, as applicable, and their respective council and boards, acting as the Lead Agency for a Project. It does not include the courts of the state nor agencies of the federal government.

SECTION 4 RESPONSIBILITY OF DEPARTMENTS AND DEPARTMENT DIRECTORS

A. Private Projects. For all private Projects the Planning Division of the Economic & Community Development Department ("Planning Division") shall be responsible for the handling and processing of all CEQA Documents as follows:

1. Prepare the CEQA documents or retain, at the applicants expense, outside consultants to prepare the CEQA document.

2. Upon completion of the CEQA Document submit to the appropriate Decision-Making Body.

B. Public Agency Projects. Each Department shall each be responsible for the preparation, review and/or processing of CEQA Documents as follows:

1. The Directors of the Department for which a Project is undertaken shall:

   a. Conduct the environmental review process in conjunction with these Guidelines, including the preparation of the CEQA Documents; or,

   b. Retain the services of an outside consultant to perform the environmental review, subject to these Guidelines.

2. Upon completion of the CEQA Document submit to the appropriate Decision-Making Body.

SECTION 5 INITIAL PROCESS

A. Purpose. The CEQA process is an informational process involving a series of procedural and substantive steps to determine if CEQA applies to a given activity, and if CEQA applies, to identify potential environmental impacts and methods of mitigating such impacts.

B. Steps.

1. Determine if an activity, proposal, or action meets the definition of a "Project" pursuant to CEQA (Guidelines §15378). If it does not meet the definition of a Project no further action under CEQA is required.

2. If the activity is a Project, determine if the Project is either statutorily or categorically exempt from further CEQA review.

3. If the Project is exempt, no further CEQA review is required and a Notice of Exemption is prepared and filed pursuant to State Guidelines (Guidelines §15062).

4. If a Project is not exempt then an Initial Study shall be prepared to describe and evaluate the potential environmental impacts of the Project.

5. The Initial Study will lead to either the preparation of a Negative Declaration, a Mitigated Negative Declaration, or an Environmental Impact Report.

SECTION 6. EXEMPTIONS

A. Exemptions Generally. Projects that are ministerial in nature, meet general rule findings, are statutorily exempt, are categorically exempt, or are denied do not require the preparation of an Initial Study, an Environmental Impact Report, a Mitigated Negative Declaration or a Negative Declaration.

B. Ministerial Projects. A ministerial project involves little or no personal judgement by the Public Agency and involves only the use of fixed standards or objective measurements and no personal, subjective judgement can be used in deciding if a project can be carried out (State CEQA Guidelines §15269). Appendix A contains the list of projects in the City that the Governing Body has found to be ministerial in nature. However, when a project involves elements, some of which are ministerial in nature and some of which are discretionary, the overall project will be deemed discretionary and subject to CEQA review.

C. General Rule. CEQA does not apply to a project where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (State Guidelines §15061(b)(3)).

D. Statutory Exemptions. Those exemptions granted by the State legislature and are listed in State Guidelines §§ 15260 through 15285, as may be amended from time to time.

E. Categorical Exemptions. Those classes of projects which the State Guidelines have determined typically do not have a significant impact on the environment (State Guidelines §§ 15300-15333). In addition, pursuant to § 15300.4 of the State Guidelines, the Public Agency hereby adds the activities and permits listed in Appendix B to the list of Class Numbers 1, 3, 4, and 5 activities that are categorically exempt in the City.

F. Categorical Exemption Limitation. A categorical exemption shall not be used if the conditions in State Guidelines Section 15300.2 apply.

G. Notice of Exemption. If a project is exempt under one of the categories listed above, then a Notice of Exemption may be filed following the procedures and requirements of State Guidelines § 15062 as follows:

1. The Notice shall include a brief description of the project, the location of the project, a finding that the project is exempt citing to the sections or statutes of the exemptions and the justifications for the exemptions, the applicant's name and the identity of the person undertaking the project.

2. The Notice shall be filled with the County Clerk, after approval of the project

3. If the project is not subject to CEQA under State Guidelines § 15193 (agricultural housing exemption), § 15194 (affordable housing exemption) or § 15195 (residential infill exemption) the Notice shall be filed with the State Clearinghouse and shall identify which one of these sections the exemption is claimed.

SECTION 7. INITIAL STUDIES

A. Determination that an Initial Study should be Prepared. If a Project is subject to the requirements of CEQA and not exempt by the State Guidelines, the Director shall

initiate an Initial Study to determine if the Project may have a significant effect on the environment. If the Director determines that an Environmental Impact Report will be required for the Project, an Initial Study is not required but may still be made if determined to be desirable. If it is determined that an Initial Study is required for a Project, all phases of Project planning, implementation, and operation shall be considered. An Initial Study or similar analysis prepared pursuant to NEPA may be used to meet the requirements of this Section.

B. Elements. The elements of an Initial Study shall follow Appendix G of the State Guidelines.

C. Results of Initial Study. The Initial Study shall be used to provide a written determination of whether a Negative Declaration, Mitigated Negative Declaration or an Environmental Impact Report shall be prepared for a Project.

SECTION 8 NEGATIVE DECLARATIONS OR MITIGATED NEGATIVE DECLARATIONS

A. Determination to Prepare a Negative Declaration or Mitigated Negative Declaration. The Director shall direct the preparation of a Negative Declaration or Mitigated Negative Declaration for a Project based on the following circumstances.

1. Negative Declaration. The Initial Study, in light of the whole record, shows there is no substantial evidence that the Project may have a significant effect on the environment.

2. Mitigated Negative Declaration. The Initial Study identified potentially significant effects but revisions in the Project plans or proposals made by or agreed to by the applicant before the proposed Mitigated Negative Declaration is released for public review would avoid or mitigate the effects to a point where clearly no significant effects would occur, and there is no substantial evidence before the Director that the Project as revised may have a significant effect on the environment.

B. Procedures. A Negative Declaration or Mitigated Negative Declaration shall follow the State Guidelines as to required content (State Guidelines §15071).

C. State Clearinghouse Involvement. The State Clearinghouse shall receive notice and be involved as set forth below, if one or more state agencies will be a responsible or trustee agency or will exercise jurisdiction over a natural resource affected by the project, or where the project is of statewide, regional, or areawide environmental significance.

D. Notice of Intent to Adopt. Prior to the adoption of a Negative Declaration or Mitigated Negative Declaration, a Notice of Intent to Adopt shall be filed pursuant to State Guidelines §15072. The Notice shall be mailed to responsible agencies, trustee agencies and to those organizations and individuals who have requested, in writing, to receive such notice. In addition, the Notice shall also be given pursuant to § 17.20.020 of the Palmdale

Municipal Code for projects requiring a public hearing and in one of the following manners for projects subject to administrative review:

1. Posting the notice on and off the site in the area where the project is located.

2. Direct mailing to the owners and occupants of property contiguous to the project. The owners are identified by the latest equalized assessment roll.

In addition, the Notice shall be filed with the County Clerk. For a project of statewide, regional or areawide significance, notice is provided to transportation planning agencies and public agencies which have transportation facilities within the jurisdiction which could be affected by the project. Public transit agencies with facilities within one-half mile of the project should also receive notice.

If the Public Agency has received a written notification by the U.S. Department of Defense or any branch of the U.S. Armed forces of the specific boundaries of a low-level flight path, military impact zone, or special use airspace and they have provided the lead agency with the military contact office and address, then that military office shall be included in the list of organizations to receive notice (State Guideline §15190.5).

E. Public Review. For projects that do not require submittal to the State Clearinghouse, there is a minimum of 20-day public review and comment period. If submitted to the State Clearinghouse, then there is a minimum of 30-day public review and comment period (State Guidelines § 15073).

F. Adoption of a Negative Declaration or Mitigated Negative Declaration. Prior to approval of a Project, the applicable Decision-Making Body shall consider the draft Negative Declaration or draft Mitigated Negative Declaration together with any comments received during the public review process. After review by the applicable Decision-Making Body, the Project and the draft Negative Declaration or draft Mitigated Negative Declaration, and any recommendation thereto, may be adopted, approved or disapproved.

G. Public Agency Projects. For all Public Agency Projects if the Project involves a land use entitlement as defined in Title 17 of the Palmdale Municipal Code, then that process shall be the same as for a private project. If no land use entitlement is required, then only the City Council/Housing Authority Board may adopt a Negative Declaration or a Mitigated Negative Declaration.

H. Mitigation Monitoring Program/Plan. In conjunction with adoption of a Mitigated Negative Declaration, the Decision-Making Body shall adopt a program of monitoring to ensure that the required mitigation measures are implemented (State Guidelines § 15074).

I. Notice of Determination. Within five working days after the Decision-Making Body has made a decision to carry out or approve a Project, the Public Agency shall prepare and file a Notice of Determination pursuant to State Guidelines § 15075.

J. Federal Projects - For Projects where federal involvement might require the preparation of a finding of no significant effect, the State Guidelines shall be followed in addition to the procedures set forth in this Section.

SECTION 9 ENVIRONMENTAL IMPACT REPORTS

A. Significant Impacts. When the Director determines that a Project may have a significant impact on the environment, the Director shall direct the preparation of an Environmental Impact Report for the Project. The Project applicant shall provide any information requested for the preparation of an Environmental Impact Report. In connection with the preparation of an Environmental Impact Report, the procedures contained in this Section and the State Guidelines shall be followed (§§15120 – 15132).

B. Preparation of an Environmental Impact Report

1. One of the following methods or a combination of them may be used for preparing an Environmental Impact Report:

   a. Contracting with another entity, public or private, to prepare the Environmental Impact Report.

   b. Accepting an Environmental Impact Report prepared by a consultant, and paid by the applicant, or any other person.

   c. Using a previously prepared Environmental Impact Report.

2. The Environmental Impact Report shall be reviewed and analyzed by the Department before it is sent out for public review to ensure its accuracy, objectivity and completeness. The Environmental Impact Report shall also reflect the independent judgment of the Public Agency.

3. The Department may require the applicant to supply data, technical studies, and information to assist in preparing the Environmental Impact Report. The applicant shall also be required to identify any other public agencies that will have jurisdiction by law over the Project.

4. The applicant shall pay an Environmental Impact Report processing fee established by City Council resolution and shall pay the actual costs of preparing and printing the Environmental Impact Report.

C. Notice of Preparation. A Notice of Preparation (NOP) (State Guidelines § 15082) notifying responsible and interested agencies about the project and soliciting their comments on the scope and content of the Environmental Impact Report shall be prepared by the Department. This notice shall be sent by certified mail to the applicant, all responsible and trustee agencies, and all federal agencies involved in approving or funding the project. The NOP shall also be sent to the State Clearinghouse and the County Clerk. Those receiving the NOP have 30 days in which to provide comments regarding the Environmental Impact Report preparation for the Project.

If the Public Agency has received a written notification by the U.S. Department of Defense or any branch of the U.S. Armed forces of the specific boundaries of a low-level flight

path, military impact zone, or special use airspace and they have provided the Public Agency with the military contact office and address, then that military office shall receive notice the NOP (State Guideline §15190.5).

D. Scoping Meeting. For Projects of statewide, regional or areawide significance, or that may affect a highway or other facility under the jurisdiction of the Department of Transportation, at least one scoping meeting shall occur. Notice for the scoping meeting shall be given as follows:

1. Any county or city that borders the City.

2. Any responsible agency.

3. Any public agency that has jurisdiction by law with respect to the Project.

4. Any organization or individual who has filed a written request for the notice.

E. Form and Content of an Environmental Impact Report - The required contents of an Environmental Impact Report as set forth in the State Guidelines §§ 15120 - 15132 shall be followed.

F. Notice of Completion. As soon as an Environmental Impact Report is completed, the Director shall file a Notice of Completion in printed form or electronically with the Office of Planning and Research. The Notice of Completion shall include all required information and be filed pursuant to State Guidelines § 15085. The Notice of Completion shall include:

1. A brief description of the project.

2. The location of the project either by street address and cross street for urban areas, or by attaching a map, as set forth in State Guidelines § 15085.

3. Address where copies of the draft Environmental Impact Report are available.

4. The review period during which comments will be received.

G. Notice of Availability. A Notice of Availability of a completed Environmental Impact Report shall be provided at the same time as the Notice of Completion is sent to the Office of Planning and Research. The Notice of Availability shall be prepared and posted as prescribed in the State Guidelines (§ 15087) and shall be mailed to the last known address of all organizations and individuals who had previously requested such notice and shall be provided pursuant to § 17.20.020 of the Palmdale Municipal Code.

The Notice of Availability shall include:

1. Brief description of the project.

2. Starting and ending dates of the review period.

3. The date, time, and place of any scheduled public meetings or hearings to be held by the lead agency.

4. A list of the significant environmental effects anticipated as a result of the project.

5. The address where copies of the Environmental Impact Report and all documents incorporated by reference will be available for public review. The location shall be readily accessible during the lead agency's normal working hours. Copies of the draft Environmental Impact Report should be provided to the public library serving the area involved.

6. The presence of the project site on any lists enumerated under Government Code §65962.5 (hazardous waste sites).

H. Public Review of an Environmental Impact Report. Upon the filing of a Notice of Completion, the Director shall submit copies of the Draft Environmental Impact Report to each responsible agency, trustee agency and any other public agency having jurisdiction by law with respect to the Project. Copies of the Environmental Impact Report shall also be made available for purchase by members of the general public. Any person obtaining a copy of the Draft Environmental Impact Report shall reimburse the Public Agency for its reproduction pursuant to the fees established by City Council resolution. Copies of the Draft Environmental Impact Report shall also be available at the Palmdale City Library and at City Hall.

The public review period for an Environmental Impact Report shall not be less than 30 days nor should it be longer than 60 days except under unusual circumstances. If the Environmental Impact Report is submitted to the State Clearinghouse for review, the review period shall not be less than 45 days.

I. Responses to Comments. In addition to any and all requirements of the State Guidelines, the Director shall evaluate and respond to all comments received regarding the Draft Environmental Impact Report. The Director shall provide a written proposed response to any public agency on comments made by that public agency at least 10 days prior to certifying the Environmental Impact Report (State Guidelines § 15088).

J. Preparation of Final Environmental Impact Report. Prior to the public hearing before the Governing Body, it shall be the responsibility of the Director to cause to be prepared a Final Environmental Impact Report. The contents of a Final Environmental Impact Report shall consist of:

1. The Draft Environmental Impact Report or a revision of the draft.

2. Comments and recommendations received on the Draft Environmental Impact Report either verbatim or in summary.

3. A list of persons, organizations, and public agencies commenting on the Draft Environmental Impact Report.

4. The responses of the Public Agency to significant environmental points raised in the review and consultation process.

5. Any other information added by the Public Agency (State Guidelines § 15132).

K. Public Hearing and Certification of a Final Environmental Impact Report. The Governing Body (for private projects and public projects involving land use entitlements the Planning Commission, and for public projects with no land use entitlements the City Council/Housing Authority), at a public hearing, shall review the Final Environmental Impact Report and related Project concurrently. The Final Environmental Impact Report shall be presented to the Governing Body, together with the Draft Environmental Impact Report.

Following the public hearing, and prior to approving the Project, the Governing Body shall certify that:

1. The Final Environmental Impact Report has been completed in compliance with CEQA;

2. The Final Environmental Impact Report was presented to them, and that they reviewed and considered the information contained in the Final Environmental Impact Report prior to approving the Project; and,

3. The Final Environmental Impact Report reflects the Public Agency's independent judgment and analysis.

L. Findings. The Public Agency, in the certification of the Environmental Impact Report, shall identify one or more significant environmental effects of the Project unless it makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings set forth in the State Guidelines § 15091 include:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final Environmental Impact Report.

2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the Public Agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained

workers, make infeasible the mitigation measures or project alternatives identified in the Final Environmental Impact Report.

M. Mitigation Monitoring or Reporting Program - In conjunction with adoption of an Environmental Impact Report, the Governing Body shall adopt a program of monitoring to ensure that the required mitigation measures are implemented (State Guidelines § 15097).

N. Statement of Overriding Considerations. For any impact that cannot be reduced to less than significant, a Statement of Overriding Consideration shall be adopted pursuant to the State Guidelines § 15093. The Governing Body shall balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a Project against its unavoidable environmental risks when determining whether to approve the Project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a Project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered acceptable. The findings shall be in writing and set forth the specific reasons to support its action based on the Final Environmental Impact Report and/or other information in the record.

O. Notice of Determination - When the Public Agency has decided to carry out or approve a Project, the Public Agency shall prepare a Notice of Determination and within five working days, shall file the Notice of Determination with the County Clerk and, if applicable, with the Office of Planning and Research. The Notice of Determination shall include those items specified in the State Guidelines § 15094 as follows:

1. Identification of the project including any project title used in the Draft Environmental Impact Report.

2. Location of the project either by street address and cross street for urban areas, or by attaching a map as set forth in State Guidelines § 15085.

3. The State Clearing Housing identification number.

4. A brief description of the Project.

5. The Public Agency's name.

6. The date on which the Public Agency approved the Project.

7. The applicant's name.

8. The determination of the lead agency whether the Project, as approved, will have a significant effect on the environment.

9. A statement that the Environmental Impact Report was prepared and certified pursuant to the provisions of CEQA.

10. Whether mitigation measures were made a condition of approval and whether a mitigation monitoring program was adopted.

11. Whether findings were made pursuant to State Guidelines §15091.

12. Whether a statement of overriding considerations was adopted.

13. The address where a copy of the Final Environmental Impact Report and record of Project approval may be examined.

14. If different from the applicant, the identity of the person undertraining the Project.

SECTION 10 APPEALS

A. Appeals. - Any decision by the Director or City Planning Commission on a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report, may be appealed as set forth in Title 17 of the Palmdale Municipal Code. All actions of the City Council/Housing Authority shall be final.

SECTION 11 AMENDMENTS TO THESE GUIDELINES

These Guidelines may be administratively amended by the City Attorney's Office of the City of Palmdale without any further approval by any Public Agency, so as to conform to any changes in CEQA and/or the State Guidelines.

APPENDICES

Appendix A – Ministerially Exempt Projects
Appendix B – Additional Categorical Exempt Projects

City Council Staff Report

DATE: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **4**

SUBJECT: **NOTICE OF COMPLETION – ACCEPT PUBLIC IMPROVEMENTS FOR PILOT TRAVEL CENTERS LOCATED AT 5231 PEARBLOSSOM HIGHWAY.**

ISSUE

Notice of Completion – Accept Public Improvements for Pilot Travel Centers located at 5231 Pearblossom Highway.

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the completed public improvements for Pilot Travel Centers located at 5231 Pearblossom Highway.

2. Authorize the City Manager or her designee to file a Notice of Completion and release the security for the completed public improvements.

BACKGROUND

This project constructed street improvements on Pearblossom Highway and Fort Tejon Road. The public improvements have been installed per the approved construction plan, inspected, and approved by City Public Works inspection staff.

DISCUSSION

The required public improvements for the project listed in Exhibit “A” and shown in Exhibit “B” have been completed to the satisfaction of the City Engineer as required in the Subdivision/Development Improvement Agreement between the developer and the City. This Council action will accept the public improvements as complete and will begin a one-year period, thereafter transferring maintenance responsibility of these improvements from the developer to the City of Palmdale. This Council action will also initiate the City’s release of applicable securities posted for this project in accordance

with the City's subdivision regulations. This action is being taken pursuant to Section 16.110.060 of the City's Municipal Code.

FISCAL IMPACT

The City's maintenance costs will incrementally increase as a result of acceptance of these improvements.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

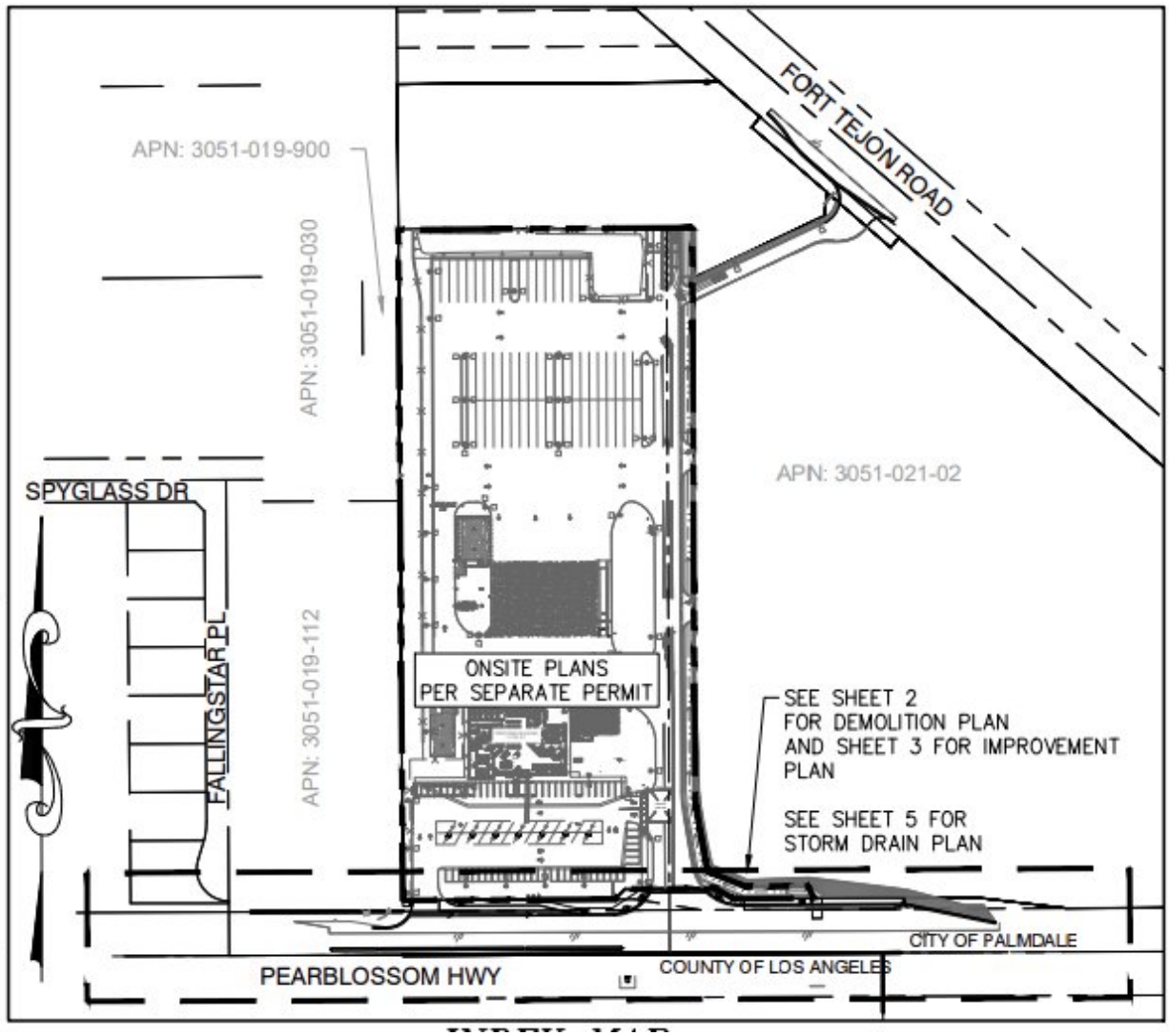
ATTACHMENTS

1. Exhibit A – List of Completed Public Improvements
2. Exhibit B – Site Map Location
3. Notice of Completion – Pilot Travel Centers Street Improvements

EXHIBIT A
LIST OF COMPLETED PUBLIC IMPROVEMENTS

Tract/Project	Plan #	Quantity	Security
PILOT TRAVEL CENTERS	ST 21-15	8978 LF	$1,504,200
PILOT TRAVEL CENTERS	PC 21-15	849 LF	$ 75,900
PILOT TRAVEL CENTERS	SD 21-15	117 LF	$151,200
PILOT TRAVEL CENTERS	GD 21-15	1 PARKWAY DRAIN	$1,874

EXHIBIT B
SITE MAP



RECORDING REQUESTED BY:

CITY OF PALMDALE

WHEN RECORDED MAIL TO:

CITY OF PALMDALE
OFFICE OF THE CITY CLERK
38300 SIERRA HIGHWAY, SUITE C
PALMDALE, CA 93550

Space above this line is for Recorder's Use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, is hereby given that:

1. The undersigned is owner or corporate officer of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Palmdale, a Municipal Corporation.
3. The full address of the owner is 38300 Sierra Highway, Palmdale, CA 93550.
4. The nature of interest or estate of the owner is: **Street, Sewer and Drainage Improvements-Pilot Travel Centers.**
5. A work of improvement on the property hereinafter described was completed on **June 06, 2023**
6. The work done was: "**Street, Sewer and Drainage Improvements-Pilot Travel Centers**",
7. The name of the Contractor for such work of improvement: **Pilot Travel Centers LLC**
8. The property on which said work of improvement was completed is in the City of Palmdale, County of Los Angeles, State of California, and is described as follows: **North of Pearblossom Highway and 52nd Street East.**
9. The address of said property is: **5231 Pearblossom Highway.**

Dated: **July 12, 2023**

CITY OF PALMDALE

Guillermo I. Padilla, City Engineer

VERIFICATION

I, the undersigned, say: I am the City Engineer, the declarant of the foregoing notice of completion; I have read the said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **July 12, 2023,** in the City of Palmdale, California.

Guillermo I. Padilla, City Engineer

City Council Staff Report

DATE: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **1**

SUBJECT: **NOTICE OF COMPLETION – ACCEPT PUBLIC IMPROVEMENTS FOR DESERT WIND CHURCH LOCATED AT 38117 13TH STREET EAST.**

ISSUE

Notice of Completion – Accept Public Improvements for Desert Wind Church located at 38117 13th Street East.

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the completed public improvements for Desert Wind Church located at 38117 13th Street East.

2. Authorize the City Manager or her designee to file a Notice of Completion and release the security for the completed public improvements.

BACKGROUND

This project constructed street improvements on Avenue Q-13 and 13th Street East. The public improvements have been installed per the approved construction plan, inspected, and approved by City Public Works inspection staff.

DISCUSSION

The required public improvements for the project listed in Exhibit "A" and shown in Exhibit "B" have been completed to the satisfaction of the City Engineer as required in the Subdivision/Development Improvement Agreement between the developer and the City. This Council action will accept the public improvements as complete and will begin a one-year period, thereafter transferring maintenance responsibility of these improvements from the developer to the City of Palmdale. This Council action will also initiate the City's release of applicable securities posted for this project in accordance

with the City's subdivision regulations. This action is being taken pursuant to Section 16.110.060 of the City's Municipal Code.

FISCAL IMPACT

The City's maintenance costs will incrementally increase as a result of acceptance of these improvements.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

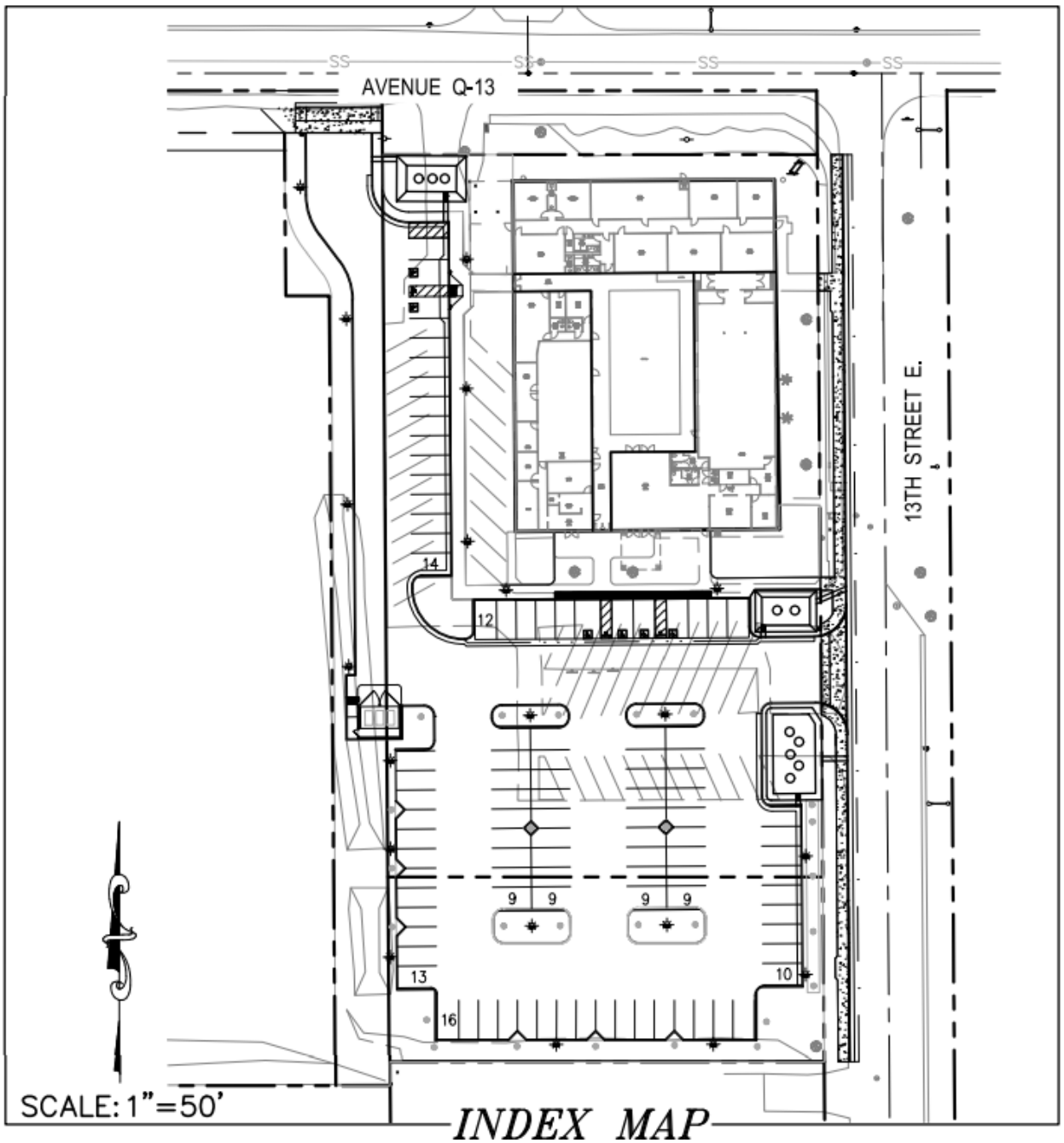
ATTACHMENTS

1. Exhibit A – List of Completed Public Improvements
2. Exhibit B – Site Map Location
3. Notice of Completion – Desert Wind Church Street Improvements

EXHIBIT A
LIST OF COMPLETED PUBLIC IMPROVEMENTS

Tract/Project	Plan #	Quantity	Security
DESERT WINDS CHURCH PARKING LOT REHAB	ST 20-27	360 LF	$43,200
DESERT WINDS CHURCH PARKING LOT REHAB	GD 20-27	2 PARKWAY DRAINS	$3,749

EXHIBIT B
SITE MAP



RECORDING REQUESTED BY:

CITY OF PALMDALE

WHEN RECORDED MAIL TO:

CITY OF PALMDALE
OFFICE OF THE CITY CLERK
38300 SIERRA HIGHWAY, SUITE C
PALMDALE, CA 93550

Space above this line is for Recorder's Use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, is hereby given that:

1. The undersigned is owner or corporate officer of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Palmdale, a Municipal Corporation.
3. The full address of the owner is 38300 Sierra Highway, Palmdale, CA 93550.
4. The nature of interest or estate of the owner is: **Street Improvements-Desert Wind Church.**
5. A work of improvement on the property hereinafter described was completed on **June 06, 2023**
6. The work done was: "**Street Improvements-Desert Wind Church**",
7. The name of the Contractor for such work of improvement: **So Cal Construction Inc.**
8. The property on which said work of improvement was completed is in the City of Palmdale, County of Los Angeles, State of California, and is described as follows: **South of Avenue Q-13 and 13th Street East.**
9. The address of said property is: **38711 13th Street East.**

Dated: **July 12, 2023**

CITY OF PALMDALE

Guillermo I. Padilla, City Engineer

VERIFICATION

I, the undersigned, say: I am the City Engineer, the declarant of the foregoing notice of completion; I have read the said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **July 12, 2023,** in the City of Palmdale, California.

Guillermo I. Padilla, City Engineer

City Council Staff Report

DATE: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS**

DISTRICT: **1 & 2**

SUBJECT: **AWARD ON-CALL EMERGENCY SEWER COLLECTION SYSTEM REPAIRS AGREEMENT WITH MIKE PRLICH & SONS IN AN AMOUNT NOT TO EXCEED $350,000 FOR ON-CALL CITYWIDE SEWER EMERGENCY REPAIRS FOR A TERM OF THREE (3) YEARS.**

ISSUE

Award On-Call Emergency Sewer Collection System Repairs Agreement with Mike Prlich & Sons in an amount not to exceed $350,000 for on-call citywide sewer emergency repairs for a term of three (3) years.

RECOMMENDATION

Staff recommends that the City Council:

1. Award on-call services Agreement No. A-8329 with Mike Prlich & Sons to provide on-call sewer emergency repairs.

2. Authorize the City Manager, or her designee, to execute Agreement No. A-8329 with Mike Prlich & Sons, including minimal and or/non-substantive changes.

BACKGROUND

The City of Palmdale owns, inspects, and maintains approximately 396 miles of sewer mainlines and 8,441 manholes. The City of Palmdale's wastewater infrastructure is maintained annually in accordance with the adopted Sanitary Sewer Maintenance Plan (SSMP). The Sewer Maintenance division contracts all mainline and manhole repairs as CIP projects. The CIP sewer projects may contain construction activities such as, but not limited to, excavating, removing, and replacing sewer pipes of various diameters and lengths, setting manholes to grade, repairing manhole collars, etc.

DISCUSSION

In the event a sewer mainline(s) or manhole(s) emergency is encountered, such as sewer cleaning equipment malfunction or a collapsed mainline found during routine maintenance, having the ability to rapidly respond to repair sewer infrastructure emergencies is essential to ensure system operations, reduce further system damages, and reduce the risk of a potential public health emergency. Therefore, the services of an on-call contractor to provide as-needed sewer infrastructure repair services are needed.

The proposed agreement is for on-call emergency sewer repair services with a term of three years and a not-to-exceed total amount of $350,000. The exact amount of services needed per fiscal year will vary depending on the level of response services required.

IFB No. 22-006-3300 was placed on PlanetBids and reached 30 contractors and one bid was received. Public Works staff has verified the bidder's licenses and past performance/reference to the City's satisfaction.

FISCAL IMPACT

The not to exceed contract amount of $350,000 over the three year term is budgeted in the Contract Services Sewer Repair Budget 25433003-721485.

STRATEGIC PLAN

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

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

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

ATTACHMENTS

1. Agreement No.8329

AGREEMENT NO. A-8329
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND MIKE PRLICH AND SONS, INC.

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and MIKE PRLICH AND SONS, INC., a CALIFORNIA CORPORATION , (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

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

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

1 CITY PROJECT MANAGER

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

2 DESCRIPTION OF WORK

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

The Scope of Work will include all labor, material, supervision, and equipment necessary to repair or replace damaged sewer pipelines and manholes utilizing open trench excavation, saw cutting, shoring, installation, backfill, compaction and compaction testing, paving, and all other work necessary to complete the repair.

Services may include but are not limited to:

- Sewer mainline remove and replace of sizes 8" – 18" and materials of VCP, ABS, DIP, and PVC at various depths.
- Manhole invert flow line repair or remove and replace.
- Manhole frame and cover remove and replace (City to provide manhole ring & cover).
- Locate and raise manhole(s) to grade.
- Raise or lower manholes to grade.
- Manhole collar repair consisting of AC or concrete.

- Repair or remove and replace manhole bench.

- All work to be inspected and approved by the City of Palmdale Public Works Inspection Department.

- Contractor to submit to the City for approval and furnish all equipment, material, and personnel to perform sewer bypass (i.e., set up/take down) and maintain the bypass throughout the entire duration of repairs.

- Contractor must be able to conduct traffic control procedures at the job site in roadways and pedestrian walkways at the job site during all phases of work. This includes access to all traffic control devices and compliance per the California Manual on Uniform Traffic Control Devices (CA MUTCD).

- All work to be performed in a safe manner, using the appropriate personal protective equipment and in accordance with the City's safety practices and CAL-OSHA standards.

- Submit, for approval and acceptance to the City, an Overflow Response Plan specific to the task and in accordance with the City's Overflow Emergency Response Plan.

- Confined Space Entry Program is required. CCR Title 8, Sections 5156 & 5157. The contractor and technician(s) shall abide to all California and OSHA requirements. Bid Proposal shall contain proof of Confined Space Entry certification. (Exhibit Q - Confined Space Entry)

- Contractor is responsible for complete cleanup of the job site immediately upon completion, including but not limited to the removal of spoils, debris, trash, and unused materials leaving the job site in a broom–clean condition.

- If the products or materials or the delivery fail in any respect to conform to the specifications stated in the purchase order contract, the CITY may (a) reject the whole, (b) accept the whole or (c) accept any commercial unit or units and reject the rest.

- Warranty. All equipment, materials, and/or products must be new. All materials and labor provided or installed by the Contractor shall be warranted for a minimum period of one year from the completion date of installation.

- Failure to Meet Guarantees. Should the test of any material, apparatus, or equipment show that it does not meet the guarantees and requirements of the Specifications, the Contractor shall at once proceed to furnish such new parts as may be necessary to meet requirements. All expenses of furnishing and installing new parts, alteration to existing parts, and of tests made necessary by such failure to meet the guarantees and other requirements of the Specifications shall be borne by the Contractor.

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

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

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

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of 365 days from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

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

3 CONTRACTOR'S KEY PERSONNEL

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

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

CONTRACTOR's Team and Key Personnel are as follows:

Michael Prlich – President – 626.813.1700
Lance Laven – PM – 626.826.9186
John Milosevich – Foreman – 213.761.0504
Javier Corona – Foreman – 213.330.6446
Milenko Eres – Foreman – 213.305.0419
Steven Newton – Foreman – 213.761.0503
Rene Maldonado – Foreman – 626.213.8899

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

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

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

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

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

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

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

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

4 CONTRACT TERM

The term of this Contract is THREE (3) YEARS, commencing on the effective date, with CITY reserving the option to extend the agreement for 0 additional terms of one year each.

5 ACCEPTANCE AND DOCUMENTATION

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

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

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

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

6 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed THREE HUNDRED AND FIFTY THOUSAND dollars ($350000) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

EXHIBIT M – BIDDERS' QUOTATION SHEET
IFB No. 22-006-3300 ON-CALL EMERGENCY SEWER COLLECTION SYSTEM REPAIRS

For evaluation, the City shall assume specification items left blank will not be furnished and shall be automatically interpreted as a "NO" for that particular item. Any deviations from the written specification as shown in this IFB shall be noted on the City provided form, **Exhibit P - Deviations and Exceptions Form**. Respondents are to itemize any and all additional charges to furnish and deliver services bid.

Enter unit prices for ON-CALL EMERGENCY SEWER COLLECTION SYSTEM REPAIRS and other support services. Pricing shall be firm fixed price and shall include all costs in accordance with all contract requirements, including but not limited to fully-burdened labor, payroll and other taxes, fringes, licenses and permits, insurance, workforce productivity, coordination, transportation, field overhead, general and administrative overhead, and profit. The Bidder shall submit all costs to the CITY.

Labor Rates: Please indicate the Contractor Craft Classification. Labor Rate table may be duplicated for additional Contractor Craft Classifications if needed.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	Year 1 (Jan 1, 2023 - Dec 31, 2023	Year 2 (Jan 1, 2024 - Dec 31, 2024	Year 3 (Jan 1, 2025 - Dec 31, 2025	Year 4 (Jan 1, 2026 - Dec 31, 2026	Year 5 (Jan 1, 2027 - Dec 31, 2027
	Contractor Craft Classification(s): Laborers & Operating Engineers						
1	**Standard** – Hourly Rate Per person shall respond to any standard call for service with **five (5) business day notification**						
	Supervisor	Hourly Rate	$ 156.00	$ 166.00	$ 169.00	$ 172.00	$ 175.00
	Journeyman	Hourly Rate	$ 129.00	$ 137.00	$ 140.00	$ 142.00	$ 145.00
	Apprentice Journeyman	Hourly Rate	$ 96.00	$ 102.00	$ 104.00	$ 106.00	$ 108.00
2	**Twenty-four (24) hours** – Hourly Rate Per Person. Response shall be within **six (6) hours of notification**						
	Supervisor	Hourly Rate	$ 160.00	$ 170.00	$ 173.00	$ 176.00	$ 180.00
	Journeyman	Hourly Rate	$ 135.00	$ 143.00	$ 146.00	$ 149.00	$ 152.00
	Apprentice Journeyman	Hourly Rate	$ 100.00	$ 16.00	$ 108.00	$ 110.00	$ 112.00
3	**Emergency response** – Hourly Rate Per Person. Response shall be within **two (2) hours of notification**						
	Supervisor	Hourly Rate	$ 168.00	$ 179.00	$ 182.00	$ 185.00	$ 189.00
	Journeyman	Hourly Rate	$ 142.00	$ 151.00	$ 154.00	$ 157.00	$ 160.00
	Apprentice Journeyman	Hourly Rate	$ 106.00	$ 113.00	$ 115.00	$ 117.00	$ 119.00
4	**Overtime** – Hourly Rate Per Person for Emergency response over 8 hours of work in a day						
	Supervisor	Hourly Rate	$ 166.00	$ 176.00	$ 180.00	$ 183.00	$ 186.00
	Journeyman	Hourly Rate	$ 150.00	$ 159.00	$ 162.00	$ 165.00	$ 168.00
	Apprentice Journeyman	Hourly Rate	$ 111.00	$ 118.00	$ 120.00	$ 123.00	$ 125.00

Task Rates: **All hourly rates or service fees shall include any and all travel charges (i.e. portal to portal) necessary. No separate compensation will be made for travel.

ITEM	DESCRIPTION (COST SHALL INCLUDE ALL FEES TO COMPLETE LISTED TASK)	UNIT of MEASURE	Unit Price - Year 1 (Jan 1, 23 - Dec 31, 23	Unit Price - Year 2 (Jan 1, 24 - Dec 31, 24	Unit Price - Year 3 (Jan 1, 25 - Dec 31, 25	Unit Price - Year 4 (Jan 1, 26 - Dec 31, 26	Unit Price - Year 5 (Jan 1, 27 - Dec 31, 27
1	Raise or Lower Sewer Manhole	Each	$ 3,500.00	$ 3,850.00	$ 3,920.00	$ 3,990.00	$ 4,060.00
2	Locate and Raise Sewer Manhole	Each	$ 6,000.00	$ 6,600.00	$ 6,720.00	$ 6,840.00	$ 6,960.00
3	Repair Manhole collar with AC (5'x5'x2")	Each	$ 2,500.00	$ 2,750.00	$ 2,800.00	$ 2,850.00	$ 2,900.00
4	Replace Manhole collar with Concrete (5'x5'x1')	Each	$ 2,900.00	$ 3,190.00	$ 3,248.00	$ 3,306.00	$ 3,364.00
5	Replace Manhole Ring and Cover (City to Supply Ring & Cover)	Each	$ 3,500.00	$ 3,850.00	$ 3,920.00	$ 3,990.00	$ 4,060.00

6	Install New 24" Pamrex Manhole (City to Supply Frame & Cover)	Each	$ 3,500.00	$ 3,850.00	$ 3,920.00	$ 3,990.00	$ 4,060.00
7	Install 24" Ductile Iron Manhole (City to Supply Frame & Cover)	Each	$ 3,500.00	$ 3,850.00	$ 3,920.00	$ 3,990.00	$ 4,060.00
8	Remove and Replace Manhole Bench	Each	$ 5,500.00	$ 6,050.00	$ 6,160.00	$ 6,270.00	$ 6,380.00
9	Repair Manhole Bench	Each	$ 5,000.00	$ 5,500.00	$ 5,600.00	$ 5,700.00	$ 5,800.00
10	Remove and Replace Manhole Invert	Each	$ 5,500.00	$ 6,050.00	$ 6,160.00	$ 6,270.00	$ 6,380.00
11	Repair Manhole Invert	Each	$ 5,000.00	$ 5,500.00	$ 5,600.00	$ 5,700.00	$ 5,800.00
12	Furnish and Install 4" VCP Wye	Each	$ 900.00	$ 990.00	$ 1,008.00	$ 1,026.00	$ 1,044.00
13	Furnish and Install 6" VCP Wye	Each	$ 1,000.00	$ 1,100.00	$ 1,120.00	$ 1,140.00	$ 1,160.00
14	Furnish and Install 8" VCP Wye	Each	$ 1,500.00	$ 1,650.00	$ 1,680.00	$ 1,710.00	$ 1,740.00
15	Sewer Mainline Remove & Replace with 8" VCP @ 3'-8' depth	Per Linear Foot	$ 2,550.00	$ 2,805.00	$ 2,856.00	$ 2,907.00	$ 2,958.00
16	Sewer Mainline Remove & Replace with 8" VCP @ 8'-15' depth	Per Linear Foot	$ 2,975.00	$ 3,272.50	$ 3,332.00	$ 3,391.50	$ 3,451.00
17	Sewer Mainline Remove & Replace with 10" VCP @ 3'-8' depth	Per Linear Foot	$ 2,700.00	$ 2,970.00	$ 3,024.00	$ 3,078.00	$ 3,132.00
18	Sewer Mainline Remove & Replace with 10" VCP @ 8'-15'	Per Linear Foot	$ 3,150.00	$ 3,465.00	$ 3,528.00	$ 3,591.00	$ 3,654.00
19	Sewer Mainline Remove & Replace with 12" VCP @ 3'-8' depth	Per Linear Foot	$ 2,950.00	$ 3,245.00	$ 3,304.00	$ 3,363.00	$ 3,422.00
20	Sewer Mainline Remove & Replace with 12" VCP @ 8'-15'	Per Linear Foot	$ 3,450.00	$ 3,795.00	$ 3,864.00	$ 3,933.00	$ 4,002.00
21	Sewer Mainline Remove & Replace with 18" VCP @ 3'-8' depth	Per Linear Foot	$ 4,200.00	$ 4,620.00	$ 4,704.00	$ 4,788.00	$ 4,872.00
22	Sewer Mainline Remove & Replace with 18" VCP @ 8'-15' depth	Per Linear Foot	$ 4,950.00	$ 5,445.00	$ 5,544.00	$ 5,643.00	$ 5,742.00
23	Sewer Mainline Remove & Replace with 8" ABS @ 3'-8' depth	Per Linear Foot	$ 2,550.00	$ 2,805.00	$ 2,856.00	$ 2,907.00	$ 2,958.00
24	Sewer Mainline Remove & Replace with 8" ABS @ 8'-15' depth	Per Linear Foot	$ 2,975.00	$ 3,272.50	$ 3,332.00	$ 3,391.50	$ 3,451.00
25	Sewer Mainline Remove & Replace with 10" ABS @ 3'-8' depth	Per Linear Foot	$ 2,700.00	$ 2,970.00	$ 3,024.00	$ 3,078.00	$ 3,132.00
26	Sewer Mainline Remove & Replace with 10" ABS @ 8'-15' depth	Per Linear Foot	$ 3,150.00	$ 3,465.00	$ 3,528.00	$ 3,591.00	$ 3,654.00
27	Sewer Mainline Remove & Replace with 12" ABS @ 3'-8' depth	Per Linear Foot	$ 2,950.00	$ 3,245.00	$ 3,304.00	$ 3,363.00	$ 3,422.00
28	Sewer Mainline Remove & Replace with 12" ABS @ 8'-15' depth	Per Linear Foot	$ 3,450.00	$ 3,795.00	$ 3,864.00	$ 3,933.00	$ 4,002.00
29	Sewer Mainline Remove & Replace with 8" DIP @ 3'-8' depth	Per Linear Foot	$ 2,600.00	$ 2,860.00	$ 2,912.00	$ 2,964.00	$ 3,016.00
30	Sewer Mainline Remove & Replace with 8" DIP @ 8'-15' depth	Per Linear Foot	$ 3,025.00	$ 3,327.50	$ 3,388.00	$ 3,448.50	$ 3,509.00
31	Sewer Mainline Remove & Replace with 12" DIP @ 3'-8' depth	Per Linear Foot	$ 3,050.00	$ 3,355.00	$ 3,416.00	$ 3,477.00	$ 3,538.00
32	Sewer Mainline Remove & Replace with 12" DIP @ 8'-15' depth	Per Linear Foot	$ 3,550.00	$ 3,905.00	$ 3,976.00	$ 4,047.00	$ 4,118.00
33	Sewer Mainline Remove & Replace with 8" PVC @ 3'-8' depth	Per Linear Foot	$ 2,550.00	$ 2,805.00	$ 2,856.00	$ 2,907.00	$ 2,958.00
34	Sewer Mainline Remove & Replace with 8" PVC @ 8'-15' depth	Per Linear Foot	$ 2,975.00	$ 3,272.50	$ 3,332.00	$ 3,391.50	$ 3,451.00
35	Sewer Mainline Remove & Replace with 10" PVC @ 3'-8' depth	Per Linear Foot	$ 2,700.00	$ 2,970.00	$ 3,024.00	$ 3,078.00	$ 3,132.00
36	Sewer Mainline Remove & Replace with 10" PVC @ 8'-15' depth	Per Linear Foot	$ 3,150.00	$ 3,465.00	$ 3,528.00	$ 3,591.00	$ 3,654.00
37	Confined Space Entry Set-up, Monitoring, and Take Down	Daily Rate	$ 400.00	$ 440.00	$ 448.00	$ 456.00	$ 464.00
38	Sewer Bypass Set-Up, Monitoring, and Take Down	Daily Rate	$ 6,800.00	$ 7,480.00	$ 7,616.00	$ 7,752.00	$ 7,888.00
		SUM BID (1 through 38)	$125,300.00	$137,830.00	$140,336.00	$142,842.00	$145,348.00
						Total Sum	$691,656.00

Materials							
ITEM	DESCRIPTION	UNIT of MEASURE	Unit Price - Year 1 (Jan 1, 23 - Dec 31, 23	Unit Price - Year 2 (Jan 1, 24 - Dec 31, 24	Unit Price - Year 3 (Jan 1, 25 - Dec 31, 25	Unit Price - Year 4 (Jan 1, 26 - Dec 31, 26	Unit Price - Year 5 (Jan 1, 27 - Dec 31, 27
	Material mark-up percentage if CONTRACTOR provides materials and supplies	%	15	16	17	18	19

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

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

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

7 TAXES

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

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

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

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

8 PATENT FEES AND ROYALTIES

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

9 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter “Indemnified Parties”) for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONTRACTOR, or its subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any

person or entity indemnified hereunder. At their own expense, CONTRACTOR and, as applicable, any subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement, requiring the subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONTRACTOR shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

10 INSURANCE

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

10.1.1 Workers’ Compensation and Employer’s Liability

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

10.1.2 Commercial General Liability

- $5,000,000.00 limit on a per occurrence basis
- $10,000,000.00 general aggregate limit

10.1.3 Commercial Automobile Liability

- $5,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

10.1.4 Pollution/Environmental Liability*

- $5,000,000.00 limit on a per occurrence basis

10.1.5 Professional Liability (Errors & Omissions) Insurance*

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

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

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

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

B. “Severability of Interest” Clause.

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

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

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

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

10.8 Acceptable Proof of Insurance:

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

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

10.8.3 *When pollution/environmental and/or professional liability (E&O) coverage is provided on a “claims made basis”, CONTRACTOR will continue to renew the

insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

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

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

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 10 will not be impacted and/or limited by such deviation.

11 TERMINATION WITHOUT CAUSE

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

12 TERMINATION FOR CAUSE

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

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

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

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

13 DISPUTE RESOLUTION

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

14 OWNERSHIP OF PRODUCT

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

15 DELEGATION AND ASSIGNMENT

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

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

16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

17 FINANCIAL INTEREST CERTIFICATION

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

17.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or

consideration, the full amount of such commission, percentage, brokerage or contingent fee.

18 CONFLICT OF INTEREST

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

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

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

19 COMPLIANCE WITH LAW

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

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

20 NOTICES

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

21 ENTIRE AGREEMENT AND AMENDMENTS

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

21.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONTRACTOR

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

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

22 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

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

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
Interim City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
Acting City Clerk

MIKE PRLICH AND SONS, INC.:

SIGNATURE AREA

Mike Prlich
President

ADDRESS FOR NOTICE:
MIKE PRLICH AND SONS, INC.
2103 Elton Street
Baldwin Park, Ca 91706

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

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

City Council Staff Report

DATE: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **3**

SUBJECT: **AWARD CONSTRUCTION AGREEMENT WITH BLUE RIDGE MECHANICAL FOR PN 804, THE OASIS GENERATOR INFRASTRUCTURE PROJECT, IN THE AMOUNT OF $98,078.**

ISSUE

Award construction agreement with Blue Ridge Mechanical for PN 804, The Oasis Generator Infrastructure Project, in the amount of $98,078.

RECOMMENDATION

Staff recommends that the City Council:

A. Award construction agreement with Blue Ridge Mechanical, for the Oasis Generator Infrastructure Project, PN 804, in the amount of $98,078.

B. Authorize the City Manager, or her designee, to execute Agreement No. A-7416 with Blue Ridge Mechanical, including non-substantive changes.

BACKGROUND

Project No. 804, Oasis Generator Infrastructure Project, will provide backup and emergency power to the Oasis Park Recreation Building through the infrastructure necessary to establish a connection to a city owned 250kV Generac Mobile Diesel Generator (Model MDG250DF4). The building currently does not have any backup or emergency power and is subject to loss of service during a power-loss event or declared emergency.

DISCUSSION

Three (3) bids for this project were received on May 10, 2023, and are summarized as follows:

Bidder	Location	Amount
1. Blue Ridge Mechanical	North Hills, CA	$98,078
2. DTLA Electric, Inc.	Palmdale, CA	$120,375
3. Delta Electric, LLC.	Santa Clarita, CA	$126,587.50

FISCAL IMPACT

The project will be funded through State Grant funds (F0062241), and ARPA Funds (F0137158) with a total available balance of $183,266.29. The fiscal impact and remaining account balance can be seen in the following table:

Scope of Work	Cost
Agreement No. A-7416	$98,078
Construction Contingency (5%)	$4,904
Administration, Permit Fees, and Inspection	$5,000
Labor Compliance	$2,500
Total Cost:	$110,482

Account Number	Starting Balance	Remaining Balance
F0062241	$28,266.29	$-0-
F0137158	$155,000.00	$72,784.29

STRATEGIC PLAN

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

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

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 Curley, Interim City Attorney

ATTACHMENTS

Draft Agreement No. A-7416

AGREEMENT NO. A- 7416
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND NAME OF CONTRACTOR

THIS CONTRACT (“Contract”) is made and entered into by and between City of Palmdale, a public entity ("City"), and NAME OF CONTRACTOR, a ("Contractor"). Contractor and City are collectively referred to herein as the “parties.” This Contract shall become effective on the date of the last signatory.

1 Scope of Work

Contractor shall complete the Project in accordance with this Contract. Contractor shall furnish all materials and perform all work required for the completion of the following Project:

Oasis Generator Infrastructure Project - PN 804

Contractor shall furnish and Install the infrastructure necessary to establish a connection to a 250kV Generac Mobile Diesel Generator (Model MDG250DF4) per the contract drawings and documents. NOTE: Portable Generator not included in this scope of work.

2 Standard Specifications

Standard Specifications for City projects are those contained in the 2021 Greenbook edition of the "Standard Specifications for Public Works Construction" (the "Greenbook"). Except as otherwise expressly provided herein, the Standard Specifications shall control the general provisions, construction materials, and construction methods for this Contract (except as amended by the Plans for the Project), the General Specifications for the Project, the Special Provisions for the Project, any technical specifications for the Project, and any other contract documents.

3 Compensation

City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of CONTRACT AMOUNT Dollars ($CONTRACT AMOUNT) for the construction of the Project. This amount shall cover all expenses for labor, materials, and any and all other costs incurred by Contractor to satisfactorily construct the Project. Unless otherwise provided in the bid documents or agreed upon by the parties, Contractor shall submit detailed, monthly invoices for work actually performed.

4 Completion Date

The construction of the Project shall commence upon Contractor being given a written notice to proceed, and shall be completed within 45 calendar days.

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5 Payment and Performance Bonds; Guaranty

Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the Contract price. The bond forms required to be executed are attached hereto and incorporated by reference herein. Pursuant to the bid documents for this Project, the Contractor is required to provide a written guaranty of Contractor's work. In furtherance thereof, Contractor shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

6 Licenses

At all times during the term of this Contract, Contractor shall possess a valid and current Class B Contractor's License **[or Specialty Contractor License consisting of Class C-10 license]** to perform the required work ("Work"). Contractor's DIR registration number is . Contractor hereby certifies that it holds the required license(s).

7 Subcontracting

Subject to any self-performance requirements herein, Contractor may subcontract any portion of the work required by this Contract to other persons or firms, and Contractor submitted with its bid a list of those subcontractors who will perform work in an amount in excess of one-half of one percent (1%) of the Contractor's total bid, in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code § 4100, et seq. Only such listed subcontractors may perform on this Project.

8 Non-Assignability

Neither this Contract nor any rights, title, interest, duties or obligations under this Contract may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9 Administration

This Contract will be administered by the Public Works Department of the City. The Director of Public Works or his or her designee shall be considered the Project Administrator and shall have the authority to act for the City under this Contract.

10 Indemnification

To the maximum extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City, its Board of Director, the City's officers, employees, agents, volunteers, and representatives ("Indemnitees") with respect to any and all claims, suits, actions, stop notices, liabilities and/or damages, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to

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the work undertaken by Contractor pursuant to this Contract, and in connection with the Project.

11 Liability Insurance

11.1 Without limiting Contractor's indemnification of City, as described in paragraph 10, and unless modified by City, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers admitted to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better, which contain the coverage described below.

11.1.1 Commercial General Liability
- $2,000,000.00 limit on a per occurrence basis
- $5,000,000.00 general aggregate limit

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

11.1.3 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

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

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

B. "Severability of Interest" Clause.

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

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written request from CITY, CONTRACTOR shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

11.4 Said Certificates of Insurance shall provide that thirty (30) days' prior written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

11.5 The required policies of insurance shall be endorsed to waive all rights of subrogation. Contractors waives all rights of subrogation.

11.6 Acceptable Proof of Insurance:

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

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

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

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

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

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

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

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12 State Labor Code

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

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

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

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

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

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

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

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

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

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

13 Antitrust Claims

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

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14 Trenching and Excavations

Pursuant to Public Contract Code Section 7104, if the Project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

14.1 Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

14.2 Subsurface or latent physical conditions at the site differing from those indicated; and/or

14.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

14.4 As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars ($25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

15 Location of Existing Elements

Pursuant to Government Code Sections 4216 to 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

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16 Third Party Claims

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The City shall timely notify Contractor of the receipt of any third-party claim relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

17 Non-Collusion

Contractor hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest or on behalf of any person or business not herein named. Contractor further certifies that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and Contractor has not in any manner sought by collusion to secure itself an advantage over any other bidder. Contractor also affirms that it has signed and submitted with its bid to the City a Non-collusion Declaration as required by Public Contract Code Section 7106.

18 Conflicts of Interest

Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Contract.

19 Audit

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, pursuant to Government Code Section 8546.7, if this Contract involves the expenditure of public funds in excess of ten thousand dollars ($10,000), Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Contract.

20 Substitute Security

Pursuant to Public Contract Code Section 22300, the substitution of securities for any moneys withheld by the City to ensure performance under a contract is permitted, except where financing will be provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 *et seq*.) or where federal regulations or policies, or both, do not allow the substitution of securities. At the request and

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expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

Alternatively, Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section.

Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by the City, then the subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and its subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor. No Contractor shall require any subcontractor to waive any provision of this paragraph.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

21 Claims Dispute Resolution

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the

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parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of “claim” as individually defined therein.

22 Non-discrimination and Equal Employment Opportunity

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

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

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23 Integration

This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for City and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract will be effective only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties.

24 Governing Law

This Contract will be governed by and construed in accordance with the laws of the State of California without reference to change of venue laws. Any legal action in which enforcement of the terms and conditions of this Contract is requested, or in which it is alleged that a breach of this Contract has taken place, shall be filed and prosecuted in the County of Los Angeles, California.

25 Successors and Assigns

The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

26 Exhibits

The exhibits and attachments referenced in this Contract are attached hereto and incorporated herein by this reference as though set forth in full in the Contract.

27 Authority to Sign

The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of the Contractor and have the authority to bind Contractor to the construction of the Project.

28 Time is of the Essence

Time is of the essence in every provision of this Agreement in which time to perform is a factor.

29 American Rescue Plan Funding

CONTRACTOR, understands, acknowledges, and agrees that the funding source for its work is from the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds (collectively “ARPA”) and as such, CONTRACTOR is required to

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comply with the regulations associated with ARPA funds pursuant to 31 CFR Part 35. Those regulations and reporting requirements are incorporated herein below. By executing this Contract, CONTRACTOR agrees to comply with all such regulations and reporting requirements and shall familiarize itself with those requirements.

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

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

a. CONTRACTOR, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. CONTRACTOR will be required to submit data showing compliance with the above.

b. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.
c. The Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251et seq.) and all applicable standards, orders or regulations.
d. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regulations regarding restrictions on lobbying and required certificates.
e. Section 2 CFR 200.323 regarding Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (EPA guidelines at 40 CFR Part 247.
f. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.

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

CITY OF PALMDALE

SIGNATURE AREA

Ronda Perez Date
City Manager

SIGNATURE AREA

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

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
Interim City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
Acting City Clerk

NAME OF CONTRACTOR

SIGNATURE AREA

NAME Date
TITLE

ADDRESS FOR NOTICE:
NAME OF CONTRACTOR
ADDRESS

ATTEST: If Corporation

SIGNATURE AREA

Secretary

[Signatures of contractor must be notarized. Obtain two corporate signatures if contractor is a corporation.]

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

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

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City Council Staff Report

DATE: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **1**

SUBJECT: **AWARD CONSTRUCTION AGREEMENT WITH INTERIOR DEMOLITION, INC. FOR PROJECT NO. 873, HAMMACK ACTIVITY CENTER DEMOLTION PROJECT, IN THE AMOUNT OF $284,295**

ISSUE

Award construction agreement with Interior Demolition, Inc. for PN 873, Hammack Activity Center Demolition Project., in the amount of $284,295.

RECOMMENDATION

Staff recommends that the City Council:

1. Award construction Agreement No. A-8187 with Interior Demolition Inc. for PN 873, Hammack Activity Center Demolition Project, in the amount of $284,295.

2. Authorize the City Manager or her designee to execute Agreement No. A-8187 with Interior Demolition, Inc. including minimal and/or non-substantive changes.

BACKGROUND

Project No. 873, Hammack Activity Center Demolition Project, includes abatement and demolition of an ±35,000 square foot building located at 815 E Avenue Q6, Palmdale CA. It is anticipated that abatement and demolition will take approximately 90 calendar days from the date the City issues the Notice to Proceed and is projected to occur between July 2023 through October 2023.

DISCUSSION

Seven (7) bids were received for this project on April 19, 2023, and are summarized below:

BIDDER	LOCATION	AMOUNT
1. Interior Demolition, Inc.		$284,295.00
2. Resource Environmental, Inc.		$499,000.00
3. Planet Green Environmental		$592,800.00

4. Integrated Demolition and Remediation, Inc.		$625,000.00
5. AMPCO Contracting, Inc.		$841,808.39
6. J&G Industries, Inc.		$950,693.00
7. Silverado Contractors, Inc.		$973,000.00

The project was released for public bid electronically on March 23rd, 2023. Forty-seven (47) vendors registered with this project as prospective bidders and downloaded the bid documents for review. The prospective bidders included twenty-seven (27) vendors classified as prime contractors, nine (9) as subcontractors, and eleven (11) classified as other. Of these prospective bidders fourteen (14) were present onsite for the pre-bid meeting.

References have been checked and staff recommend that the City Council award Project No. 873 to the lowest bidder, Interior Demolition, Inc., in the amount of $284,295.

BID PROTEST

The 2nd lowest bidder, Resource Environmental, Inc. has submitted a formal bid protest. City staff reviewed and provided the bid protest to Interior Demolition, Inc. for a formal response. The response from Interior Demolition, Inc. was provided to the City Attorney for review. This review determined that the response document was persuasive as to rebutting the factual claims of failure in the bid response. Resource Environmental, Inc. does not agree with these findings and will present their case.

FISCAL IMPACT

The project will be funded through ARPA Funds (158), which have been allocated in Account No. F0156. The account has a current available balance of $734,950. The fiscal impact and remaining account balance can be seen in the following table:

SCOPE OF WORK	COST
PN 873 Hammack Activity Center Demolition Project	$284,295.00
Construction Contingency (10%)	$28,429.50
Administration and Inspection	$12,300
Labor Compliance	$8,000
Total Cost:	**$332,844.50**

Account Number	Starting Balance	Remaining Balance
F0156	$734,950	$402,105.50

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS
Draft Agreement
Site Plan

AGREEMENT NO. A- 8187
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND {NAME OF CONTRACTOR}

THIS CONTRACT (“Contract”) is made and entered into this day of , by and between City of Palmdale, a public entity ("City"), and {NAME OF CONTRACTOR}, a ("Contractor"). Contractor and City are collectively referred to herein as the “parties.”

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1 Scope of Work

Contractor shall complete the Project in accordance with this Contract. Contractor shall furnish all materials and perform all work required for the completion of the following Project:

City of Palmdale Project No. 873 - Hammack Activity Center Demolition Project

Contractor shall provide for the abatement and demolition of a ±35,000 square foot building located at 815 E Avenue Q6, Palmdale CA, 93550.

The work may consist of, but is not necessarily limited to the following:
- Asbestos and lead based paint abatement
- Demolition of the building and all associated materials.
- Removal of all utilities and capping at the property line as applicable (Water/Sewer/Electrical/Phone/Cable, etc.)
- Coordination with local utility agencies during cap and removal process
- Protection in place of existing surroundings.

2 Standard Specifications

Standard Specifications for City projects are those contained in the 2021 Greenbook edition of the "Standard Specifications for Public Works Construction" (the "Greenbook"). Except as otherwise expressly provided herein, the Standard Specifications shall control the general provisions, construction materials, and construction methods for this Contract (except as amended by the Plans for the Project), the General Specifications for the Project, the Special Provisions for the Project, any technical specifications for the Project, and any other contract documents.

3 Compensation

City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of {CONTRACT AMOUNT} Dollars ($) for the construction of the Project. This amount shall cover all expenses for labor, materials, and any and all other costs incurred by Contractor to satisfactorily construct the Project. Unless otherwise provided in the bid

documents or agreed upon by the parties, Contractor shall submit detailed, monthly invoices for work actually performed.

4 Completion Date

The construction of the Project shall commence upon Contractor being given a written notice to proceed, and shall be completed within 180 calendar days.

5 Payment and Performance Bonds; Guaranty

Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the Contract price. The bond forms required to be executed are attached hereto and incorporated by reference herein. Pursuant to the bid documents for this Project, the Contractor is required to provide a written guaranty of Contractor's work. In furtherance thereof, Contractor shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

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6 Licenses

At all times during the term of this Contract, Contractor shall possess a valid and current Class C-21 Contractor's License to perform the required work ("Work"). Contractor's DIR registration number is . Contractor hereby certifies that it holds the required license(s).

7 Subcontracting

Subject to any self-performance requirements herein, Contractor may subcontract any portion of the work required by this Contract to other persons or firms, and Contractor submitted with its bid a list of those subcontractors who will perform work in an amount in excess of one-half of one percent (1%) of the Contractor's total bid, in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code § 4100, et seq. Only such listed subcontractors may perform on this Project.

8 Non-Assignability

Neither this Contract nor any rights, title, interest, duties or obligations under this Contract may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9 Administration

This Contract will be administered by the Public Works Department of the City. The Director of Public Works or his or her designee shall be considered the Project Administrator and shall have the authority to act for the City under this Contract.

10 Indemnification

To the maximum extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City, its Board of Director, the City's officers, employees, agents, volunteers, and representatives ("Indemnitees") with respect to any and all claims, suits, actions, stop notices, liabilities and/or damages, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor pursuant to this Contract, and in connection with the Project.

11 Liability Insurance

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11.1 Without limiting Contractor's indemnification of City, as described in paragraph 10, and unless modified by City, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers admitted to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better, which contain the coverage described below.

11.1.1 Commercial General Liability
- $10,000,000.00 limit on a per occurrence basis
- $10,000,000.00 general aggregate limit

11.1.2 Commercial Automobile Liability
- $10,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

11.1.3 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

11.1.4 Pollution/Environmental Liability*
- $10,000,000.00 limit on a per occurrence basis

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

A. An endorsement extending coverage to the City as an additional insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess

coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: “The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured”.

B. “Severability of Interest” Clause.

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

11.4 Said Certificates of Insurance shall provide that thirty (30) days’ prior written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

11.5 The required policies of insurance shall be endorsed to waive all rights of subrogation. Contractors waives all rights of subrogation.

11.6 Acceptable Proof of Insurance:

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

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

C. *When pollution/environmental 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.

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

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

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

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

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

12 State Labor Code

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

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

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

prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

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

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

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

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

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

12.8 Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides

that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

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

13 Antitrust Claims

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

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14 Trenching and Excavations

Pursuant to Public Contract Code Section 7104, if the Project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

14.1 Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

14.2 Subsurface or latent physical conditions at the site differing from those indicated; and/or

14.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

14.4 As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars ($25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of

Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

15 Location of Existing Elements

Pursuant to Government Code Sections 4216 to 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

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16 Third Party Claims

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The City shall timely notify Contractor of the receipt of any third-party claim relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

17 Non-Collusion

Contractor hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest or on behalf of any person or business not herein named. Contractor further certifies that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and Contractor has not in any manner sought by collusion to secure itself an advantage over any other bidder. Contractor also affirms that it has signed and submitted with its bid to the City a Non-collusion Declaration as required by Public Contract Code Section 7106.

18 Conflicts of Interest

Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any

matter in connection with which Contractor has been retained pursuant to this Contract.

19 Audit

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, pursuant to Government Code Section 8546.7, if this Contract involves the expenditure of public funds in excess of ten thousand dollars ($10,000), Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Contract.

20 Substitute Security

Pursuant to Public Contract Code Section 22300, the substitution of securities for any moneys withheld by the City to ensure performance under a contract is permitted, except where financing will be provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 *et seq*.) or where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

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Alternatively, Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section.

Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any

moneys withheld in retention by Contractor from the subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by the City, then the subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and its subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor. No Contractor shall require any subcontractor to waive any provision of this paragraph.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

21 Claims Dispute Resolution

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of “claim” as individually defined therein.

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22 Non-discrimination and Equal Employment Oppurtunity

22.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity,

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

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

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23 Integration

This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for City and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract will be effective only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties.

24 Governing Law

This Contract will be governed by and construed in accordance with the laws of the State of California without reference to change of venue laws. Any legal action in which enforcement of the terms and conditions of this Contract is requested, or in which it is alleged that a breach of this Contract has taken place, shall be filed and prosecuted in the County of Los Angeles, California.

25 Successors and Assigns

The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

26 Exhibits

The exhibits and attachments referenced in this Contract are attached hereto and incorporated herein by this reference as though set forth in full in the Contract.

27 Authority to Sign

The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of the Contractor and have the authority to bind Contractor to the construction of the Project.

28 Time is of the Essence

Time is of the essence in every provision of this Agreement in which time to perform is a factor.

29 American Rescue Plan Funding

DRAFT

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

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

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

a. CONTRACTOR, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's

implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. CONTRACTOR will be required to submit data showing compliance with the above.

b. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.
c. The Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251et seq.) and all applicable standards, orders or regulations.
d. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regulations regarding restrictions on lobbying and required certificates.
e. Section 2 CFR 200.323 regarding Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (EPA guidelines at 40 CFR Part 247.
f. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.

DRAFT

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

CITY OF PALMDALE

SIGNATURE AREA

Ronda Perez Date
Interim City Manager

SIGNATURE AREA

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

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley III
Interim City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
Acting City Clerk

NAME OF CONTRACTOR

SIGNATURE AREA

{NAME} Date
{TITLE}

ADDRESS FOR NOTICE:
{NAME OF CONTRACTOR}
{ADDRESS}

ATTEST: If Corporation

SIGNATURE AREA

Secretary

[Signatures of contractor must be notarized. Obtain two corporate signatures if contractor is a corporation.]

DRAFT

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, CITY OF PALMDALE (hereinafter referred to as the "CITY"), awarded to {NAME OF CONTRACTOR}, hereinafter referred to as the "Contractor/Principal" a contract for the work described as demolition services in the amount of ("Penal Sum");

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and , as Surety, a California admitted surety insurer, are held and firmly bound unto the CITY for one hundred percent (100%) of the total amount payable by the CITY under the terms of the contract awarded by CITY to the Contractor/Principal, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

DRAFT

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year(s) after the acceptance of the work by CITY, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the CITY from loss or damage made evident during the period of one (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the CITY to be, in default under the contract, the CITY having performed the CITY's obligations

thereunder, the Surety shall promptly remedy the default in a manner mutually agreeable to both CITY and SURETY:

1. SURETY's takeover of the performance obligations to complete the contract by entering into an agreement with a completion contractor with terms and conditions consistent with the original contract between CITY and Contractor ; or

2. SURETY shall obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, prepare a contract between such bidder and the CITY (to the CITY's satisfaction), and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the Penal Sum.

The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the CITY under the contract and any modifications thereto, less the amount previously properly paid by the CITY to the Contractor/Principal.

DRAFT

Surety expressly agrees that the CITY may reject any contractor or subcontractor, which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the CITY, when declaring the Contractor/Principal in default, notifies Surety of the CITY's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the CITY named herein or the successors or assigns of the CITY.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

The prevailing party on any dispute (whether legal, equitable, or otherwise) regarding the interpretation, enforcement, and respective rights and obligations under this Performance Bond shall be entitled to recovery of reasonable attorney's fees and costs (including but not limited to consultant's and/or expert fees and costs).

IN WITNESS HEREOF, we have hereto set our hands and seals on this day of , .

{NAME OF CONTRACTOR}

Contractor/Principal

By: _____
Signature

_____
Print Name and Title

By: _____
Signature

_____
Print Name and Title

_____
Surety

By: _____
Signature

_____
Print Name and Title
(Mailing Address, Telephone and Facsimile No. of Surety)

DRAFT

(Attach the Attorney-in-Fact Certificate for Surety. Attach notarial acknowledgements for signatures of both Contractor/Principal and Surety.) The date of this bond shall not be prior to the Contract date.

Bond No.

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS City of Palmdale ("Public Agency"), State of California, has awarded to {NAME OF CONTRACTOR} {ADDRESS OF CONTRACTOR} ("Principal") a contract (the "Contract") for the Work described as follows: Hammack Activity Center Demolition Project

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and {NAME AND ADDRESS OF SURETY} ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of: Dollars ($), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

DRAFT

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated:

"Principal"
{NAME OF CONTRACTOR}

By: _____
Its

By: _____
Its

(Seal)

DRAFT

"Surety"

_____

_____

By: _____
Its

By: _____
Its

(Seal)

Note: ***This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.*** **Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.**

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

{NAME OF CONTRACTOR}
Contractor

DRAFT

By _____
Print Name

_____
Signature

_____
Title

_____
Date

Section 3700 of the State Labor Code reads as follows:

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

GUARANTY

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

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

DRAFT

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

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

_____	_____
Date	Contractor

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

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

AERIAL EXHIBIT

"NOT FOR CONSTRUCTION"

HAMMACK ACTIVITY CENTER DEMOLTION PROJECT

APN: 3008-033-900

ADDRESS: 815 AVENUE Q-6

DISCLAIMER

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 ANY WARRANTY OF ANY KIND, EITHER EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PUBLIC SHOULD NOT MAKE SUINESS OR PERSONAL DECISIONS BASED ON THE MAP BEFORE VALIDATING DATA WITH THE CITY OF PALMDALE OR OTHER LOCAL, COUNTY, STATE OR FEDERAL AGENCIES.

EDISON POINT OF CONNECTION

BUILDING AND FOUNDATION TO BE DEMOLISHED 40' CONSTRUCTION HEIGHT

PROTECTIVE FENCING AROUND PERIMETER OF STRUCTURE (APPROXIMATE LOCATION) 6' MINIMUM HEIGHT WITH WINDSCREENING

SOCAL GAS / PALMDALE WATER / SEWER POINTS OF CONNECTION

±20' DISTANCE FROM CONSTRUCTION TO LOT LINE

9th Street East

Avenue Q-5

SCALE

100 ft

N

Google Earth

Image Landsat / Copernicus

City Council Staff Report

DATE: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE PURCHASE ORDER NO. 20240001 WITH WALSMA OIL COMPANY, INC. FOR DIESEL & UNLEADED FUEL, MOTOR OIL, AND LUBRICANTS IN AN AMOUNT NOT TO EXCEED $600,000 FOR FY 2023-24.**

ISSUE

Approve Purchase Order No. 20240001 with Walsma Oil Company, Inc. for Diesel and Unleaded Fuel, Motor Oil, and Lubricants in an amount not to exceed $600,000 for FY 2023-24.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Purchase Order No. 20240001 with Walsma Oil Company, Inc. for diesel and unleaded fuel, motor oil and lubricants, in an amount not to exceed $600,000 for FY 2023-24.

2. Authorize the City Manager or her designee to authorize Purchase Order No. 20240001 with Walsma Oil Company, Inc. including non-substantive changes.

BACKGROUND

The City released Invitation for Bid No. 21-004-3300 in March 2021 and awarded to Walsma Oil Company, Inc. The City exercised its first extension for one (1) year for FY 2022-23 and is choosing to exercise its second and final option of extending the contract for an additional one (1) year period commencing July 12, 2023 through June 30, 2024.

The purchase order's amount of $600,000 was determined by considering the FY 2023-24 Price Schedule provided by the vendor, the City's Fleet Maintenance Division estimated quantities, projected fuel demands and cost increases, and historical spending amounts.

DISCUSSION

Maintaining an on-site fueling station and bulk fuel deliveries is important for accessibility, product security, and best price economics. It is also advantageous in the event of emergency or disaster situations.

FISCAL IMPACT

The blanket Purchase Order amount for Diesel and Unleaded Fuel, Motor Oil, and Lubricants for FY 2023-24 will not exceed $600,000. Sufficient funds are budgeted in Fleet Maintenance Account 15433007-734100.

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.

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

1. Requested Purchase Order 20240001 Walsma Oil Company, Inc.
2. Price Schedule – IFB No. 21-004-3300 Walsma Oil Company, Inc. FY 2023-24

Diesel and Unleaded Fuel, Motor Oil, and Lubricants

Line	Vendor Name	PO #	Due Date	Expiration Date	Org Code	Object Code	Project Code	Requested / Ordered Amount
01	WALSMA OIL COMPANY, INC. (4313)	20240001	07/12/2023	06/30/2024	15433006	734100		$ 600,000.00
	Total PO Amount							**$ 600,000.00**

ATTACHMENT A
PRICE SCHEDULE

IFB: **21-004-3300** Vendor: **Walsma Oil Company, Inc.**

Bid Proposal Form No.1

		FY 2021-2022					First Option to Extend FY 2022-2023					Second and Final Option to Extend FY 2023-2024				
Item No.	Product Description	OPIS Net Reference City	OPIS Net Average Rack Price	Per Gallon Rack Price As of: 3/1/2021	Per Gallon Bid Margin / Markup	Total per Gallon Bid Price *For evaluation purposes only	OPIS Net Reference City	OPIS Net Average Rack Price	Per Gallon Rack Price As of: 4/26/2022	Per Gallon Bid Margin / Markup	Total per Gallon Bid Price *For evaluation purposes only	OPIS Net Reference City	OPIS Net Average Rack Price	Per Gallon Rack Price As of: 5/31/2023	Per Gallon Bid Margin / Markup	Total per Gallon Bid Price *For evaluation purposes only
1	Regular Unleaded Gasoline (87 Octane)	Los Angeles, CA	$2.4553	$2.4553	$0.25	$2.7053	Los Angeles, CA	$4.0727	$4.0727	$0.25	$4.3227	Los Angeles, CA	$3.5827	$3.5827	$0.25	$3.8327
2	Ultra Low Sulfur No. 2 Diesel Fuel	Los Angeles, CA	$2.4372	$2.4372	$0.25	$2.6872	Los Angeles, CA	$4.3369	$4.3369	$0.25	$4.5869	Los Angeles, CA	$2.91.08	$2.9108	$0.25	$3.1608
3	One Delivery of Two (2) Tanks	$0.00					$0.00					$0.00				
4	Other: Pump Charge	$0.00					$0.00					$0.00				
5	Freight Charge	$0.00					$0.00					$0.00				
6	Emergency Delivery can be provided within: _____ hours' notice	24 hours					24 hours					24 hours				

Bid Proposal Form No.2

				FY 2021-2022				FY 2022-2023				FY 2023-2024			
Item No.	Product Description	Unit of Measure	Estimated Qty.	Brand Name	Unit Price	Extended Price		Brand Name	Unit Price	Extended Price		Brand Name	Unit Price	Extended Price	
1	15W-40 Diesel Engine Lubricating Oil LE (Low Emission)	Gallon	300	Guardol	$13.00	$3,900.00		Guardol	$14.50	$4,350.00		Guardol	$16.00	$4,800.00	
2	5W-30 Motor Oil (Meets or exceeds requirements of Chrysler MS 6395, FordWss-M2C961-A1 and GM 6094M)	Gallon	200	Shield Choice	$12.15	$2,430.00		Shield Choice	$13.80	$2,760.00		Shield Choice	$14.50	$2,900.00	
3	5W-20 Motor Oil (Meets or exceeds requirements of Chrysler MS 6395, FordWss-M2C945-B1 and GM 6094M)	Gallon	200	Shield Choice	$12.15	$2,430.00		Shield Choice	$13.80	$2,760.00		Shield Choice	$14.50	$2,900.00	
4	Automatic Transmission Fluid (ATF) (Allison Rated)	Gallon	50	P66 Triton 295	$38.00	$1,900.00		P66 Triton 295	$38.00	$1,900.00		P66 Triton 295	$42.00	$2,100.00	
5	DEF	Gallon	800	Assure	$2.65	$2,120.00		Assure	$3.65	$2,920.00		Assure	$7.00	$5,600.00	
	Bid Total				**77.95**	**$12,780.00**			**83.75**	**$14,690.00**			**94.00**	**$18,300.00**	
	California Sales Tax 10.25%				7.99	$1,309.95			8.58	$1,505.73			9.64	$1,875.75	
	Estimated Total Cost with Tax:				**$85.94**	**$14,089.95**			**$92.33**	**$16,195.73**			**$103.64**	**$20,175.75**	

City Council Staff Report

DATE: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE PURCHASE ORDER NO. 20240002 WITH NUTRIEN AG SOLUTIONS, INC. FOR FERTILIZER SUPPLIES IN AN AMOUNT NOT TO EXCEED $207,750 FOR FY 2023-24.**

ISSUE

Approve Purchase Order No. 20240002 with Nutrien AG Solutions, Inc. for fertilizer supplies in an amount not to exceed $207,750 for FY 2023-24.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Purchase Order No. 20240002 with Nutrien AG Solutions, Inc. for fertilizer supplies, in an amount not to exceed $207,750 for FY 2023-24.

2. Authorize the City Manager or her designee to authorize Purchase Order No. 20240002 with Nutrien AG Solutions, Inc. including non-substantive changes.

BACKGROUND

The City released Invitation for Bid No. 21-001-3610 in March 2021 and awarded to Nutrien AG Solutions. The City exercised its first extension for one year for FY 2022-23 and is choosing to exercise its second and final option of extending the contract for an additional (1) year period commencing July 12, 2023 through June 30, 2024.

The purchase order's amount of $207,750 was determined by considering the FY 2023-24 Price Schedule provided by the vendor, the City's Maintenance Division estimated quantities, and the historical spending amounts.

DISCUSSION

Materials are used to maintain landscape plant health care quality in City Parks, Landscape Maintenance Districts, General Benefits, Palmdale Transportation Center, Park and Rides and Fairway Business Park. These supplies are important for

sustainable best management practices of grounds and green spaces to maintain landscape quality and provide safe and attractive public spaces and infrastructure.

FISCAL IMPACT

The blanket Purchase Order amount for fertilizer supplies for FY 2023-24 will not exceed $207,750. Sufficient funds are budgeted in Park Maintenance (10133002); Landscape Maintenance-General Benefit (10133003); Palmdale Transportation Center and Park and Rides (20333005); and Landscape Maintenance-Assessment Districts (25133003) Program Supply accounts.

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.

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

1. Requested Purchase Order 20240002 Nutrien AG Solutions, Inc.
2. Price Schedule – IFB No. 21-001-3610 Nutrien AG Solutions FY 2023-24

Fertilizer Supplies

Line	Vendor Name	PO #	Due Date	Org Code	Object Code	Project Code	Requested / Ordered Amount
01	NUTRIEN AG SOLUTIONS, INC. (10916)	20240002	07/12/2023	10133002	737107		$ 70,000.00
02	NUTRIEN AG SOLUTIONS, INC. (10916)	20240002	07/12/2023	20333005	737107	3410	$ 2,750.00
03	NUTRIEN AG SOLUTIONS, INC. (10916)	20240002	07/12/2023	20333005	735100	3411	$ 2,000.00
04	NUTRIEN AG SOLUTIONS, INC. (10916)	20240002	07/12/2023	25133003	737107	3610	$ 80,000.00
05	NUTRIEN AG SOLUTIONS, INC. (10916)	20240002	07/12/2023	10133003	737107		$ 20,000.00
06	NUTRIEN AG SOLUTIONS, INC. (10916)	20240002	07/12/2023	10133003	737107	1087	$ 3,000.00
07	NUTRIEN AG SOLUTIONS, INC. (10916)	20240002	07/12/2023	P0109157	724525		$ 30,000.00
	Total PO Amount						**$ 207,750.00**

PRICE SCHEDULE

IFB: **21-001-3610**
FERTILIZER SUPPLIES

Vendor: **Nutrien AG Solutions**
San Jacinto, CA

						FY 2021-2022 ORIGINAL BID		FY 2022-23 1st Option to Extend		FY 2023-24 2nd & Final Option to Extend	
Item No.	Product/Material Description/Unit of Measure	Manufacturer	Manufacturer / Part No.	Estimated Quantities	Unit of Measure (U/M)	Original Price Per U/M	Original Extended Price	FY 22-23 Price Per U/M	FY 22-23 Extended Price	FY 23-24 Price Per U/M	FY 23-24 Extended Price
1	9-9-9 Super Iron Plant Food w/ 11% Iron	Best (No Exceptions)	Best 74099	800	50-LB BAG	$20.00	$16,000.00	$29.39	$23,512.00	$26.06	$20,848.00
2	16-6-8 Turf Supreme	Best (No Exceptions)	Best 7402550	1285	50-LB BAG	$20.41	$26,226.85	$29.81	$38,305.85	$25.64	$32,947.40
3	21-2-4 Nitra King	Best (No Exceptions)	Best 827857	1000	50-LB BAG	$18.61	$18,610.00	$28.56	$28,560.00	$25.23	$25,230.00
4	6-24-24 XB	Best (No Exceptions)	Best 74089	480	50-LB BAG	$23.48	$11,270.40	$31.63	$15,182.40	$28.29	$13,579.20
5	Arbor Care 15-8-4 Liquid Fertilizer		Growth Products 20330	15	PER GALLON	$19.10	$286.50	$21.71	$325.65	$34.95	$524.25
6	X-Xtra Iron 6-0-0 Liquid Fertilizer	Growth Products LTD	Growth Products 40120	15	PER GALLON	$15.50	$232.50	$15.15	$227.25	$15.50	$232.50
7	12-5-6 Plus	Target Specialty Products	Marion Ag 19388	800	50-LB BAG	$15.45	$12,360.00	$19.07	$15,256.00	$17.62	$14,096.00
8	Hydretan ES Plus Granular QD	Ecologel Solutions	Ecologel	100	40-LB BAG	$89.60	$8,960.00	$89.60	$8,960.00	$89.60	$8,960.00
9	21-7-7 Acid Special Peters Pro	ICL Specialty Fertilizers	Everris E99330	160	25-LB BAG	$19.14	$3,062.40	$23.65	$3,784.00	$27.82	$4,451.20
10	Gro Power Plus (mycorrhizae)	Gro Power		480	50-LB BAG			$45.73	$21,950.40	$49.84	$23,923.20
11	Gro Power Control Release 12-8-8	Gro Power	3-4 Month	480	40-LB BAG			$52.46	$25,180.80	$57.18	$27,446.40
12	Gro Power Premium High Nitrogen 18-3-7/ER	Gro Power		480	40-LB BAG			$45.83	$21,998.40	$49.95	$23,976.00
13	Gro Power 5-3-1 Plus (mycorrhizae)	Gro Power		800	50-LB BAG			$33.60	$26,880.00	$37.22	$29,776.00
14	Gro Power 5-3-1 Regular	Gro Power		480	50-LB BAG			$29.38	$14,102.40	$32.03	$15,374.40
15	Dolomite AG 65			480	50-LB BAG			$10.71	$5,140.80	$10.71	$5,140.80
16	Pest Control Advisor Recommendations		Value Added	As Needed		No Charge		No Charge		No Charge	
17	Delivery Charges (if applicable)					No Charge		No Charge		No Charge	
18	Delivery days upon order: _____days					2 Days		2 Days		2 Days	
		Bid Total:				**$241.29**	**$97,008.65**	**$506.28**	**$249,365.95**	**$527.64**	**$246,505.35**
		California Sales Tax:			**10.25%**	$24.73	$9,943.39	**$51.89**	**$25,560.01**	**$54.08**	**$25,266.80**
		Estimated Total Cost to City:				**$266.02**	**$106,952.04**	**$558.17**	**$274,925.96**	**$581.72**	**$271,772.15**

City Council Staff Report

DATE: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE PURCHASE ORDER NO. 20240003 WITH SMITH PIPE & SUPPLY, INC. FOR IRRIGATION AND WATER CONSERVATION SUPPLIES IN AN AMOUNT NOT TO EXCEED $278,000 FOR FY 2023-24.**

ISSUE

Approve Purchase Order No. 20240003 with Smith Pipe & Supply, Inc. for irrigation and water conservation supplies in an amount not to exceed $278,000 for FY 2023-24.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Purchase Order No. 20240003 with Smith Pipe & Supply, Inc. for irrigation and water conservation supplies, in an amount not to exceed $278,000 for FY 2023-24.

2. Authorize the City Manager or her designee to authorize Purchase Order No. 20230003 with Smith Pipe & Supply, Inc. including non-substantive changes.

BACKGROUND

The City released Invitation for Bid No. 21-002-3600 in March 2021 and awarded to Smith Pipe & Supply, Inc. The City exercised its first extension for one year for FY 2022-23 and is choosing to exercise its second and final option of extending the contract for an additional (1) year period commencing July 12, 2023 through June 30, 2024.

The purchase order's amount of $278,000.00 was determined by considering the FY 2023-24 Price Schedule provided by the vendor, the City's Maintenance Division estimated quantities, and the historical spending amounts.

DISCUSSION

Materials are used to maintain irrigation system infrastructure and landscapes in City Parks, Landscape Maintenance Districts, General Benefit Areas, Palmdale Transportation Center, Park and Rides, and Fairway Business Park. These supplies are

important for sustainable best management practices of grounds and green spaces to ensure landscape quality and water conservation efforts.

FISCAL IMPACT

The Purchase Order amount for irrigation and water conservation supplies for FY 2023-24 will not exceed $278,000. Sufficient funds are budgeted in Park Maintenance (10133002); Landscape Maintenance-General Benefit (10133003); Palmdale Transportation Center and Park and Rides (20333005); and Landscape Maintenance-Assessment Districts (25133003) Operating and Program Supply accounts.

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.

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

1. Requested Purchase Order 20240003 Smith Pipe & Supply, Inc.
2. Price Schedule – IFB No. 21-002-3600 Smith Pipe & Supply FY 2023-24

Irrigation and Water Conservation Supplies

Line	Vendor Name	PO #	Due Date	Expiration Date	Org Code	Object Code	Project Code	Requested / Ordered Amount
01	SMITH PIPE & SUPPLY INC (5978)	20240003	07/12/2023	06/30/2024	10133002	734110		$ 100,000.00
02	SMITH PIPE & SUPPLY INC (5978)	20240003	07/12/2023	06/30/2024	20333005	734110	3410	$ 12,000.00
03	SMITH PIPE & SUPPLY INC (5978)	20240003	07/12/2023	06/30/2024	20333005	734110	3411	$ 17,000.00
04	SMITH PIPE & SUPPLY INC (5978)	20240003	07/12/2023	06/30/2024	25133003	734110	3610	$ 130,000.00
05	SMITH PIPE & SUPPLY INC (5978)	20240003	07/12/2023	06/30/2024	10133003	734110		$ 15,000.00
06	SMITH PIPE & SUPPLY INC (5978)	20240003	07/12/2023	06/30/2024	10133003	734110	1087	$ 4,000.00
	Total PO Amount							**$ 278,000.00**

IFB: **21-002-3600**
IRRIGATION & WATER CONSERVATION SUPPLIES

Vendor: **Smith Pipe & Supply**
Westlake Village, CA

					FY 2021-2022 Original Bid		FY 2022-2023 1st Option to Extend		FY 2023-2024 2nd & Final Option to Extend	
Item No.	Description	Bidder's Specified "Approved Equal" or Brand Name & Mfg Item #	Unit of Measure	Estimated Quantity	Original Price Per Unit	Original Extended Price	FY 22-23 Price Per Unit	FY 22-23 Extended Price	FY 23-24 Price Per Unit	FY 23-24 Extended Price
1	Rain Bird MPR Nozzles (Various Arcs)	Rain Bird MPR Nozzles Various Arcs	Each	5,000	$ 0.58	$ 2,900.00	$ 0.75	$ 3,760.00	$ 0.78	$ 3,900.00
2	Rain Bird U-Series Nozzles	Rain Bird U-Series Nozzles	Each	1,875	$ 1.13	$ 2,118.75	$ 1.48	$ 2,782.50	$ 0.78	$ 1,462.50
3	Rain Bird VAN Nozzles	Rain Bird VAN Nozzles	Each	625	$ 0.58	$ 362.50	$ 0.75	$ 470.00	$ 0.78	$ 487.50
4	Rain Bird Rotary Nozzles R12	Rain Bird Rotary R12 nozzles	Each	500	$ 2.93	$ 1,465.00	$ 3.39	$ 1,693.00	$ 3.38	$ 1,690.00
5	Rain Bird Rotary Nozzles R17	Rain Bird Rotary R17 nozzles	Each	500	$ 2.93	$ 1,465.00	$ 3.39	$ 1,693.00	$ 3.38	$ 1,690.00
7	Rain Bird Solenoid 236239	Rain Bird Solenoid 236239	Each	200	$ 22.68	$ 4,536.00	$ 27.44	$ 5,487.00	$ 30.30	$ 6,060.00
8	Rain Bird 1804 SAM PRS	Rain Bird 1804 SAM PRS	Each	1,875	$ 4.33	$ 8,118.75	$ 5.29	$ 9,918.75	$ 5.73	$ 10,743.75
9	Rain Bird 1806 SAM		Each	1,250	$ -	$ -	$ -	$ -	$ -	$ -
10	Rain Bird 1806 SAM PRS	Rain Bird 1806 SAM PRS	Each	1,250	$ 10.24	$ 12,800.00	$ 13.15	$ 16,441.25	$ 13.52	$ 16,900.00
11	Rain Bird 1812 SAM		Each	1,250	$ -	$ -	$ -	$ -	$ -	$ -
12	Rain Bird 1812 SAM PRS	Rain Bird 1812 SAM PRS	Each	1,250	$ 12.52	$ 15,650.00	$ 16.09	$ 20,108.75	$ 16.58	$ 20,725.00
13	Rain Bird 1401 Bubblers Pressure Compensating	Rain Bird 1401 Bubblers Pressure Compensating	Each	2,750	$ 2.57	$ 7,067.50	$ 3.37	$ 9,256.50	$ 3.46	$ 9,515.00
14	Rain Bird 1402 Bubblers Pressure Compensating	Rain Bird 1402 Bubblers Pressure Compensating	Each	2,750	$ 2.57	$ 7,067.50	$ 3.37	$ 9,256.50	$ 3.46	$ 9,515.00
15	Rain Bird 1404 Bubblers Pressure Compensating	Rain Bird 1404 Bubblers Pressure Compensating	Each	750	$ 2.57	$ 1,927.50	$ 3.37	$ 2,524.50	$ 3.46	$ 2,595.00
16	Rain Bird 5004+PCSAMR	Rain Bird 5004+PCSAMR	Each	400	$ 12.08	$ 4,832.00	$ 15.84	$ 6,336.00	$ 15.81	$ 6,324.00
17	Rain Bird 5004+FCSAMR	Rain Bird 5004+FCSAMR	Each	300	$ 12.08	$ 3,624.00	$ 15.84	$ 4,752.00	$ 15.81	$ 4,743.00
18	Rain Bird 5004+PCSAMRNP	Rain Bird 5004+PCSAMRNP	Each	300	$ 13.15	$ 3,945.00	$ 17.35	$ 5,204.40	$ 17.40	$ 5,220.00
19	Rain Bird 5004+FCSAMRNP	Rain Bird 5004+FCSAMRNP	Each	300	$ 13.15	$ 3,945.00	$ 17.35	$ 5,204.40	$ 17.40	$ 5,220.00
20	Rain Bird 5006+PCSAMR	Rain Bird 5006+PCSAMR	Each	400	$ 18.44	$ 7,376.00	$ 23.38	$ 9,352.80	$ 23.88	$ 9,552.00
21	Rain Bird 5006+FCSAMR	Rain Bird 5006+FCSAMR	Each	300	$ -	$ -	$ -	$ -	$ -	$ -
22	Rain Bird 5012+PCSAMR	Rain Bird 5012+PCSAMR	Each	400	$ 25.23	$ 10,092.00	$ 32.43	$ 12,972.80	$ 33.09	$ 13,236.00
23	Rain Bird 5012+FCSAMR	Rain Bird 5012+FCSAMR	Each	400	$ -	$ -	$ -	$ -	$ -	$ -
24	Rain Bird 8005-SS	Rain Bird 8005-SS	Each	300	$ 48.86	$ 14,658.00	$ 63.35	$ 19,005.00	$ 65.05	$ 19,515.00
25	Rain Bird 8005-SS-NP	Rain Bird 8005-SS-NP	Each	60	$ 51.44	$ 3,086.40	$ 67.37	$ 4,042.32	$ 69.60	$ 4,176.00
26	Rain Bird F4 PC-SS-HS	Rain Bird F4 PC-SS-HS	Each	60	$ 75.50	$ 4,530.00	$ 87.15	$ 5,228.88	$ -	$ -
27	Rain Bird F4 FC-SS-HS	Rain Bird F4 FC-SS-HS	Each	20	$ 67.21	$ 1,344.20	$ 77.58	$ 1,551.60	$ -	$ -
28	Rain Bird XB-05 PC	Rain Bird XB-05 PC	Each	1,000	$ -	$ -	$ -	$ -	$ -	$ -
29	Rain Bird XB-10 PC	Rain Bird XB-10 PC	Each	1,000	$ -	$ -	$ -	$ -	$ -	$ -
30	Rain Bird XB-20 PC	Rain Bird XB-20 PC	Each	1,000	$ -	$ -	$ -	$ -	$ -	$ -
31	Rain Bird XB-10 PC-1032	Rain Bird XB-10 PC-1032	Each	3,000	$ 0.23	$ 690.00	$ 0.29	$ 873.00	$ 0.29	$ 870.00
32	Rain Bird XB-05 PC-1032	Rain Bird XB-05 PC-1032	Each	1,000	$ 0.23	$ 230.00	$ 0.29	$ 291.00	$ 0.29	$ 290.00
33	Rain Bird XB-20 PC-1032	Rain Bird XB-20 PC-1032	Each	1,000	$ 0.23	$ 230.00	$ 0.29	$ 291.00	$ 0.29	$ 290.00
34	Rain Bird XBD 80 Module	Rain Bird XBD 80 Module	Each	20	$ 9.58	$ 191.60	$ 12.11	$ 242.20	$ 12.81	$ 256.20
35	Rain Bird XBT- 10	Rain Bird XBT- 10	Each	100	$ 1.01	$ 101.00	$ 1.28	$ 128.40	$ 1.36	$ 136.00
37	Rain Bird PFR-FRA	Rain Bird PFR-FRA	Each	2,000	$ 0.44	$ 880.00	$ 0.57	$ 1,130.00	$ 0.60	$ 1,200.00
38	Rain Bird DBC-025	Rain Bird DBC-025	Each	1,000	$ 0.16	$ 160.00	$ 0.21	$ 211.00	$ 0.22	$ 220.00
39	Rain Bird TS-025	Rain Bird TS-025	Each	1,000	$ 0.21	$ 210.00	$ 0.27	$ 274.00	$ 0.29	$ 290.00
40	Rain Bird Diaphragm- 1" 202868	Rain Bird Diaphragm- 1" 202868	Each	200	$ 18.57	$ 3,714.00	$ 22.96	$ 4,591.20	$ 24.90	$ 4,980.00
41	Rain Bird Diaphragm- 1-1/4" 203604	Rain Bird Diaphragm- 1-1/4" 203604	Each	200	$ 34.03	$ 6,806.00	$ 42.07	$ 8,413.20	$ 46.80	$ 9,360.00
42	Rain Bird Diaphragm- 1-1/2" 202614	Rain Bird Diaphragm- 1-1/2" 202614	Each	200	$ 31.90	$ 6,380.00	$ 39.44	$ 7,887.60	$ 42.70	$ 8,540.00
43	Rain Bird Diaphragm- 2" 202615	Rain Bird Diaphragm- 2" 202615	Each	200	$ 42.57	$ 8,514.00	$ 52.58	$ 10,515.60	$ 56.85	$ 11,370.00
44	Rain Bird 100-EFB-CP 1" Valve	Rain Bird 100-EFB-CP 1" Valve	Each	96	$ 87.72	$ 8,421.12	$ 120.70	$ 11,587.30	$ 131.19	$ 12,594.24
46	Rain Bird 150-EFB-CP 1-1/2"	Rain Bird 150-EFB-CP 1-1/2"	Each	48	$ 139.82	$ 6,711.36	$ 192.42	$ 9,236.06	$ 209.15	$ 10,039.20
47	Rain Bird 200-EFB-CP 2" Valve	Rain Bird 200-EFB-CP 2" Valve	Each	28	$ 165.69	$ 4,639.32	$ 227.95	$ 6,382.49	$ 247.76	$ 6,937.28
48	Rain Bird 300 BPE 3"	Rain Bird 300 BPE 3"	Each	4	$ 337.38	$ 1,349.52	$ 554.46	$ 2,217.82	$ 602.73	$ 2,410.92
49	Rain Bird 116901 1800 Cover	Rain Bird 116901 1800 Cover	Each	3,500	$ 1.75	$ 6,125.00	$ 2.17	$ 7,602.00	$ 2.41	$ 8,435.00
50	Rain Bird XC-1800 Spray Head Cap	Rain Bird XC-1800 Spray Head Cap	Each	200	$ 1.20	$ 240.00	$ 1.43	$ 286.60	$ 1.60	$ 320.00
57	Rain Bird Quick Coupler 33DRC	Rain Bird Quick Coupler 33DRC	Each	50	$ 37.10	$ 1,855.00	$ 47.58	$ 2,378.85	$ 48.90	$ 2,445.00
59	Rain Bird Quick Coupler Key 33DK	Rain Bird Quick Coupler Key 33DK	Each	10	$ 20.81	$ 208.10	$ 26.76	$ 267.62	$ 27.52	$ 275.20
60	Rain Bird SH-0 Swivel	Rain Bird SH-0 Swivel	Each	10	$ 32.78	$ 327.80	$ 44.44	$ 444.40	$ 44.33	$ 443.30
61	Hunter I40-04-SS Rotors	Hunter I40-04-SS Rotors	Each	240	$ 49.89	$ 11,973.60	$ 61.62	$ 14,789.04	$ 61.38	$ 14,731.20
62	Hunter PGP-04-PRBCV 4" Rotor	Hunter PGP-04-PRBCV 4" Rotor	Each	400	$ 12.76	$ 5,104.00	$ 13.91	$ 5,563.20		$ -
64	Hunter PGJ-04 4" Rotor	Hunter PGJ-04 4" Rotor	Each	400	$ 8.54	$ 3,416.00	$ 10.70	$ 4,279.20	$ 10.57	$ 4,228.00
65	Hunter PGJ-12 12" Rotor	Hunter PGJ-12 12" Rotor	Each	500	$ 17.08	$ 8,540.00	$ 20.97	$ 10,484.00	$ 20.73	$ 10,365.00
66	Hunter PCB-25 Bubbler	Hunter PCB-25 Bubbler	Each	250	$ 2.43	$ 607.50	$ 2.87	$ 716.50	$ 2.99	$ 747.50
67	Hunter PCB-50 Bubbler	Hunter PCB-50 Bubbler	Each	250	$ 2.43	$ 607.50	$ 2.87	$ 717.50	$ 2.99	$ 747.50
68	Hunter 458200 DC Latching Solenoid	Hunter 458200 DC Latching Solenoid	Each	100	$ 14.47	$ 1,447.00	$ 16.62	$ 1,662.20	$ 17.93	$ 1,793.00
69	Hunter IBV-101G 1" Brass Valve	Hunter IBV-101G 1" Brass Valve	Each	32	$ 109.61	$ 3,507.52	$ 135.65	$ 4,340.80	$ 137.81	$ 4,409.92
70	Hunter IBV-151G 1-1/2" Brass Valve	Hunter IBV-151G 1-1/2" Brass Valve	Each	16	$ 199.96	$ 3,199.36	$ 547.34	$ 8,757.38	$ 251.23	$ 4,019.68
71	Hunter IBV-201G 2" Brass Valve	Hunter IBV-201G 2" Brass Valve	Each	10	$ 202.32	$ 2,023.20	$ 250.33	$ 2,503.32	$ 254.48	$ 2,544.80
72	Hunter IBV-301G 3" Brass Valve	Hunter IBV-301G 3" Brass Valve	Each	3	$ 526.42	$ 1,579.26	$ 648.30	$ 1,944.89	$ 658.57	$ 1,975.71
73	Hunter IBV-101G 1" EPDM Diaphragm and Seat	Hunter IBV-101G 1" EPDM Diaphragm and Seat	Each	100	$ 9.13	$ 913.00	$ 9.56	$ 955.80	$ 10.06	$ 1,006.00
74	Hunter IBV-151G 1-1/2" EPDM Diaphragm and Seat	Hunter IBV-151G 1-1/2" EPDM Diaphragm and Seat	Each	100	$ 12.46	$ 1,246.00	$ 13.09	$ 1,309.00	$ 13.75	$ 1,375.00
75	Hunter IBV-201G 2" EPDM Diaphragm and Seat	Hunter IBV-201G 2" EPDM Diaphragm and Seat	Each	50	$ 12.46	$ 623.00	$ 13.09	$ 654.50	$ 13.75	$ 687.50
79	Superior 950 1" Brass Valve	Superior 950 1" Brass Valve	Each	10	$ 72.73	$ 727.30	$ 89.02	$ 890.18	$ 88.58	$ 885.80
80	Superior 950 1-1/2" Brass Valve	Superior 950 1-1/2" Brass Valve	Each	10	$ 92.93	$ 929.30	$ 113.75	$ 1,137.52	$ 113.19	$ 1,131.90
81	Superior 950 2" Brass Valve	Superior 950 2" Brass Valve	Each	10	$ 115.94	$ 1,159.40	$ 141.91	$ 1,419.07	$ 141.21	$ 1,412.10
82	Superior 950 1" Diaphragm kit	Superior 950 1" Diaphragm kit	Each	25	$ 7.49	$ 187.25	$ 9.69	$ 242.35	$ 9.69	$ 242.25
83	Superior 950 1-1/2" Diaphragm kit	Superior 950 1-1/2" Diaphragm kit	Each	25	$ 13.31	$ 332.75	$ 17.22	$ 430.43	$ 17.22	$ 430.50
84	Superior 950 2" Diaphragm kit	Superior 950 2" Diaphragm kit	Each	25	$ 14.42	$ 360.50	$ 18.64	$ 466.10	$ 18.64	$ 466.00
85	Febco 825YA 1" Backflow	Febco 825YA 1" Backflow	Each	14	$ 352.15	$ 4,930.10	$ 545.92	$ 7,642.94	$ 579.11	$ 8,107.54
87	Febco 825YA 1-1/2" Backflow	Febco 825YA 1-1/2" Backflow	Each	8	$ 693.58	$ 5,548.64	$ 986.29	$ 7,890.34	$ 1,045.60	$ 8,364.80
88	Febco 825YA 2" Backflow	Febco 825YA 2" Backflow	Each	14	$ 779.66	$ 10,915.24	$ 1,108.64	$ 15,520.97	$ 1,175.33	$ 16,454.62
89	Febco 825 Y 1" Backflow	Febco 825 Y 1" Backflow	Each	2	$ 296.29	$ 592.58	$ 421.57	$ 843.13	$ 446.95	$ 893.90
90	Febco 825 Y 1-1/4" Backflow	Febco 825 Y 1-1/4" Backflow	Each	2	$ 536.89	$ 1,073.78	$ 763.57	$ 1,527.13	$ 809.79	$ 1,619.58
91	Febco 825 Y 1-1/2" Backflow	Febco 825 Y 1-1/2" Backflow	Each	2	$ 519.70	$ 1,039.40	$ 739.17	$ 1,478.35	$ 783.65	$ 1,567.30
92	Febco 825 Y 2" Backflow	Febco 825 Y 2" Backflow	Each	4	$ 577.20	$ 2,308.80	$ 821.48	$ 3,285.91	$ 871.18	$ 3,484.72
93	Febco 101-029 1" R.V Cover	New lead free part# 905-621	Each	10	$ 131.28	$ 1,312.80	$ 207.07	$ 2,070.65	$ 207.07	$ 2,070.70
94	Febco 101-046 1" R.V Cover	New lead free part# 905-621	Each	10	$ 131.28	$ 1,312.80	$ 207.07	$ 2,070.65	$ 207.07	$ 2,070.70
95	Febco 101-035 1-1/2"& 2" R.V Cover	New lead free part# 905-622	Each	10	$ 148.69	$ 1,486.90	$ 233.70	$ 2,336.96	$ 233.70	$ 2,337.00
96	Febco 905-042 1" # 1& 2" Checks Rubber kit	Febco 905-042 1" # 1& 2" Checks Rubber kit	Each	20	$ 14.85	$ 297.00	$ 23.49	$ 469.84	$ 23.49	$ 469.80
97	Febco 905-043 1" R.V Rubber Kit	Febco 905-043 1" R.V Rubber Kit	Each	20	$ 25.86	$ 517.20	$ 40.98	$ 819.56	$ 40.98	$ 819.60
98	Febco 905-044 1" Check Stem Assembly	Febco 905-044 1" Check Stem Assembly	Each	20	$ 40.49	$ 809.80	$ 63.94	$ 1,278.80	$ 63.94	$ 1,278.80
99	Febco 905-045 1" R.V Stem Assembly	Febco 905-045 1" R.V Stem Assembly	Each	20	$ 126.25	$ 2,525.00	$ 198.53	$ 3,970.66	$ 198.53	$ 3,970.60
100	Febco 905-053 1-1/2" & 2" #1 & #2 Check Rubber kit	Febco 905-053 1-1/2" & 2" #1 & #2 Check Rubber kit	Each	20	$ 23.65	$ 473.00	$ 37.45	$ 748.92	$ 37.45	$ 749.00
101	Febco 905-054 1-1/2" & 2" R.V Rubber Kit	Febco 905-054 1-1/2" & 2" R.V Rubber Kit	Each	20	$ 44.92	$ 898.40	$ 71.01	$ 1,420.10	$ 70.00	$ 1,400.00
102	Febco 905-055 1-1/2" & 2" Check stem assembly	Febco 905-055 1-1/2" & 2" Check stem assembly	Each	20	$ 60.57	$ 1,211.40	$ 98.56	$ 1,971.20	$ 98.56	$ 1,971.20
103	Febco 905-056 1-1/2" & 2" RV Stem assembly	Febco 905-056 1-1/2" & 2" RV Stem assembly	Each	20	$ 192.27	$ 3,845.40	$ 301.69	$ 6,033.70	$ 301.68	$ 6,033.60
104	Febco 781-054 1" Ball Valve w/port	Febco 781-054 1" Ball Valve w/port	Each	20	$ 33.67	$ 673.40	$ 52.44	$ 1,048.70	$ 55.71	$ 1,114.20
105	Febco 781-055 1-1/4" Ball Valve w/port	Febco 781-055 1-1/4" Ball Valve w/port	Each	20	$ 63.66	$ 1,273.20	$ 98.32	$ 1,966.30	$ 104.51	$ 2,090.20
106	Febco 781-056 1-1/2" Ball Valve w/port	Febco 781-056 1-1/2" Ball Valve w/port	Each	20	$ 83.13	$ 1,662.60	$ 128.54	$ 2,570.76	$ 136.55	$ 2,731.00
107	Febco 781-057 2" Ball Valve w/port	Febco 781-057 2" Ball Valve w/port	Each	20	$ 120.67	$ 2,413.40	$ 186.07	$ 3,721.42	$ 197.36	$ 3,947.20
108	Febco 781-049 1" #2 Ball Valve	Febco 781-049 1" #2 Ball Valve	Each	20	$ 31.39	$ 627.80	$ 48.79	$ 975.86	$ 51.89	$ 1,037.80
109	Febco 781-050 1-1/4" #2 Ball Valve	Febco 781-050 1-1/4" #2 Ball Valve	Each	20	$ 33.67	$ 673.42	$ 84.84	$ 1,696.84	$ 89.93	$ 1,798.60
110	Febco 781-051 1-1/2" #2 Ball Valve	Febco 781-051 1-1/2" #2 Ball Valve	Each	20	$ 78.22	$ 1,564.40	$ 120.89	$ 2,417.82	$ 128.17	$ 2,563.40
111	Febco 781-052 2" #2 Ball Valve	Febco 781-052 2" #2 Ball Valve	Each	20	$ 101.02	$ 2,020.40	$ 156.58	$ 3,131.52	$ 166.04	$ 3,320.80
112	Febco 781-074 Test Cock	Febco 781-074 Test Cock	Each	10	$ 6.60	$ 66.00	$ 11.23	$ 112.28	$ 11.23	$ 112.30
113	Febco 781-075 Test Cock	Febco 781-075 Test Cock	Each	10	$ 6.60	$ 66.00	$ 11.23	$ 112.28	$ 11.23	$ 112.30
114	Carson Spec Standard 12" Rectangular Box 1419-12 w/T-Lid, Green, Tan, Purple, Flush Lid	NDS Part #314PBCR 1419-12 w/T-Lid Green,Purple, Tan	Each	80	$ 28.82	$ 2,305.60	$ 30.98	$ 2,478.08	$ 32.61	$ 2,608.80
115	Carson Spec Jumbo Rectangular Box 1320-12 w/T-Lid, Green, Tan, Purple, Flush Lid	NDS Part # 318 BC 1320-12 w/T-Lid Green, Purple, Tan	Each	70	$ 45.98	$ 3,218.60	$ 49.42	$ 3,459.61	$ 52.02	$ 3,641.40
116	Carson Spec 10" Round 910-10 w/ T-Lid, Flush Lid	NDS PART # 312PBCR 910-10 w/T-Lid Flush, Green,Purple, Tan	Each	80	$ 17.67	$ 1,413.60	$ 19.00	$ 1,519.76	$ 19.99	$ 1,599.20
133	3" Marking Flags	3" Marking Flags	Each	100	$ 0.09	$ 9.00	$ 0.11	$ 11.00	$ 0.10	$ 10.00
136	Teflon Tape ½"	Teflon Tape ½"	Each	150	$ 0.46	$ 69.00	$ 0.61	$ 91.80	$ 0.53	$ 79.50
137	Teflon Tape ¾"	Teflon Tape ¾"	Each	150	$ 0.71	$ 106.50	$ 0.94	$ 141.15	$ 1.04	$ 156.00
138	Teflon Tape 1"	Teflon Tape 1"	Each	150	$ 1.14	$ 171.00	$ 1.51	$ 226.35	$ 1.48	$ 222.00
139	3M DBR/Y-6 Direct Burial Wire Connectors	King Connectors #20230	Each	1,400	$ 1.69	$ 2,366.00	$ 2.97	$ 4,162.20	$ 3.12	$ 4,368.00
143	Weld- On 721 PVC Glue - Pints	Weld- On 721 PVC Glue - Pints	Each	80	$ 11.22	$ 897.60	$ 17.44	$ 1,395.36	$ 17.44	$ 1,395.20
144	Weld-On 721 PVC Glue - Quarts	Weld-On 721 PVC Glue - Quarts	Each	80	$ 18.79	$ 1,503.20	$ 29.18	$ 2,334.72	$ 29.18	$ 2,334.40
145	Weld-On 721 PVC Glue - Gallons	Weld-On 721 PVC Glue - Gallons	Each	4	$ 64.65	$ 258.60	$ 100.51	$ 402.04	$ 100.51	$ 402.04
146	Weld-On 711 Glue - Pints	Weld-On 711 Glue - Pints	Each	80	$ 11.98	$ 958.40	$ 18.47	$ 1,477.44	$ 18.47	$ 1,477.60
147	Weld-On 711 Glue - Quarts	Weld-On 711 Glue - Quarts	Each	144	$ 20.13	$ 2,898.72	$ 31.08	$ 4,476.10	$ 31.08	$ 4,475.52
148	Weld-On P70 Primer - Pints	Weld-On P70 Primer - Pints	Each	80	$ 11.04	$ 883.20	$ 17.06	$ 1,364.96	$ 17.06	$ 1,364.80
149	Weld-On P70 Primer - Quarts	Weld-On P70 Primer - Quarts	Each	80	$ 17.88	$ 1,430.40	$ 27.59	$ 2,207.12	$ 27.59	$ 2,207.20
150	Weld-On P70 Primer - Gallons	Weld-On P70 Primer - Gallons	Each	4	$ 58.86	$ 235.44	$ 90.71	$ 362.83	$ 90.71	$ 362.84
151	Romac Repair Coupling 501-3.51x3.51x10, 3"	Romac Repair Coupling 501-3.51x3.51x10, 3"	Each	10	$ 93.84	$ 938.40	$ 145.32	$ 1,453.24	$ 151.14	$ 1,511.40
152	Romac Repair Coupling 501-4.70x4.70x10, 4"	Romac Repair Coupling 501-4.70x4.70x10, 4"	Each	10	$ 132.07	$ 1,320.70	$ 204.53	$ 2,045.32	$ 212.71	$ 2,127.10
153	Romac Repair Coupling 501-6.76x6.76x10, 6"	Romac Repair Coupling 501-6.76x6.76x10, 6"	Each	20	$ 197.80	$ 3,956.00	$ 306.33	$ 6,126.58	$ 318.58	$ 6,371.60
162	PVC Pipe Schedule 40, ½"	PVC Pipe Schedule 40, ½"	Per foot	5,000	$ 0.24	$ 1,200.00	$ 0.47	$ 2,345.00	$ 0.41	$ 2,050.00
163	PVC Pipe Schedule 40, ¾"	PVC Pipe Schedule 40, ¾"	Per foot	5,000	$ 0.32	$ 1,600.00	$ 0.62	$ 3,090.00	$ 0.54	$ 2,700.00
164	PVC Pipe Schedule 40, 1"	PVC Pipe Schedule 40, 1"	Per foot	5,000	$ 0.49	$ 2,450.00	$ 0.93	$ 4,670.00	$ 0.81	$ 4,050.00
165	PVC Pipe Schedule 40, 1-1/4"	PVC Pipe Schedule 40, 1-1/4"	Per foot	1,000	$ 0.65	$ 650.00	$ 1.25	$ 1,250.00	$ 1.09	$ 1,090.00
166	PVC Pipe Schedule 40, 1-1/2"	PVC Pipe Schedule 40, 1-1/2"	Per foot	1,000	$ 0.77	$ 770.00	$ 1.49	$ 1,491.00	$ 1.30	$ 1,300.00
167	PVC Pipe Schedule 40, 2"	PVC Pipe Schedule 40, 2"	Per foot	1,000	$ 1.03	$ 1,030.00	$ 2.00	$ 2,002.00	$ 1.75	$ 1,750.00
168	PVC Pipe Schedule 40, 2-1/2"	PVC Pipe Schedule 40, 2-1/2"	Per foot	400	$ 1.63	$ 652.00	$ 3.16	$ 1,265.60	$ 2.76	$ 1,104.00
169	PVC Pipe SCH 40, 3"	PVC Pipe SCH 40, 3"	Per foot	2,000	$ 2.14	$ 4,280.00	$ 4.14	$ 8,282.00	$ 3.61	$ 7,220.00

IFB: **21-002-3600**
IRRIGATION & WATER CONSERVATION SUPPLIES

Vendor: **Smith Pipe & Supply**
Westlake Village, CA

					FY 2021-2022 Original Bid		FY 2022-2023 1st Option to Extend		FY 2023-2024 2nd & Final Option to Extend	
Item No.	Description	Bidder's Specified "Approved Equal" or Brand Name & Mfg Item #	Unit of Measure	Estimated Quantity	Original Price Per Unit	Original Extended Price	FY 22-23 Price Per Unit	FY 22-23 Extended Price	FY 23-24 Price Per Unit	FY 23-24 Extended Price
170	PVC Pipe SCH 40, 4"	PVC Pipe SCH 40, 4"	Per foot	200	$ 3.01	$ 602.00	$ 5.90	$ 1,179.40	$ 5.17	$ 1,034.00
173	Schedule 80 Nipple ½" x 2"	Schedule 80 Nipple ½" x 2"	Each	500	$ 0.28	$ 140.00	$ 0.29	$ 145.00	$ 0.30	$ 150.00
174	Schedule 80 Nipple ½" x 4"	Schedule 80 Nipple ½" x 4"	Each	500	$ 0.37	$ 185.00	$ 0.63	$ 316.00	$ 0.38	$ 190.00
175	Schedule 80 Nipple ½" x 6"	Schedule 80 Nipple ½" x 6"	Each	500	$ 0.52	$ 260.00	$ 0.55	$ 275.00	$ 0.54	$ 270.00
176	Schedule 80 Nipple ½" x 8"	Schedule 80 Nipple ½" x 8"	Each	500	$ 0.63	$ 315.00	$ 0.65	$ 325.00	$ 0.66	$ 330.00
177	Schedule 80 Nipple ½" x 10"	Schedule 80 Nipple ½" x 10"	Each	500	$ 0.70	$ 350.00	$ 0.72	$ 360.00	$ 0.73	$ 365.00
178	Schedule 80 Nipple ½" x 12"	Schedule 80 Nipple ½" x 12"	Each	500	$ 0.78	$ 390.00	$ 0.80	$ 400.00	$ 0.81	$ 405.00
179	Schedule 80 Nipple ¾" x 3"	Schedule 80 Nipple ¾" x 3"	Each	500	$ 0.49	$ 245.00	$ 0.55	$ 275.00	$ 0.53	$ 265.00
180	Schedule 80 Nipple ¾" x 6"	Schedule 80 Nipple ¾" x 6"	Each	500	$ 0.67	$ 335.00	$ 0.75	$ 375.00	$ 0.71	$ 355.00
181	Schedule 80 Nipple ¾" x 8"	Schedule 80 Nipple ¾" x 8"	Each	500	$ 0.99	$ 495.00	$ 1.05	$ 525.00	$ 1.03	$ 515.00
182	Schedule 80 Nipple 1" x 3"	Schedule 80 Nipple 1" x 3"	Each	500	$ 0.71	$ 355.00	$ 0.78	$ 390.00	$ 0.74	$ 370.00
183	Schedule 80 Nipple 1" x 10"	Schedule 80 Nipple 1" x 10"	Each	500	$ 1.90	$ 950.00	$ 1.99	$ 995.00	$ 1.97	$ 985.00
184	Schedule 80- 3" 90 EL SxS	Schedule 80- 3" 90 EL SxS	Each	5	$ 8.67	$ 43.35	$ 14.84	$ 74.22	$ 13.92	$ 69.60
185	Schedule 80- 3" 45 EL SxS	Schedule 80- 3" 45 EL SxS	Each	4	$ 19.89	$ 79.56	$ 34.04	$ 136.15	$ 31.91	$ 127.64
186	Schedule 80- 3" CPLG SxS	Schedule 80- 3" CPLG SxS	Each	10	$ 11.60	$ 116.00	$ 19.85	$ 198.50	$ 18.61	$ 186.10
187	Schedule 80- 3" TEE SxSxS	Schedule 80- 3" TEE SxSxS	Each	10	$ 15.95	$ 159.50	$ 27.30	$ 273.00	$ 25.60	$ 256.00
188	Schedule 80- 4" 90 SxS	Schedule 80- 4" 90 SxS	Each	5	$ 13.19	$ 65.95	$ 22.57	$ 112.87	$ 21.16	$ 105.80
189	Schedule 80- 4" 45 SxS	Schedule 80- 4" 45 SxS	Each	5	$ 35.82	$ 179.10	$ 62.30	$ 311.49	$ 57.47	$ 287.35
190	Schedule 80- 4" CPLG SxS	Schedule 80- 4" CPLG SxS	Each	10	$ 14.52	$ 145.20	$ 24.86	$ 248.56	$ 23.30	$ 233.00
191	Schedule 80- 4" TEE SxSxS	Schedule 80- 4" TEE SxSxS	Each	10	$ 18.48	$ 184.80	$ 31.64	$ 316.36	$ 29.66	$ 296.60
192	Schedule 80- 6" 90 SxS	Schedule 80- 6" 90 SxS	Each	5	$ 37.53	$ 187.65	$ 64.23	$ 321.16	$ 60.22	$ 301.10
193	Schedule 80- 6" 45 SxS	Schedule 80- 6" 45 SxS	Each	5	$ 45.18	$ 225.90	$ 77.19	$ 385.95	$ 72.37	$ 361.85
194	Schedule 80- 6" CPLG SxS	Schedule 80- 6" CPLG SxS	Each	15	$ 31.26	$ 468.90	$ 53.50	$ 802.46	$ 50.15	$ 752.25
195	Schedule 80- 6" TEE SxS	Schedule 80- 6" TEE SxS	Each	20	$ 63.12	$ 1,262.40	$ 108.01	$ 2,160.28	$ 101.26	$ 2,025.20
196	Schedule 80- 6x4 Bushing SxS	Schedule 80- 6x4 Bushing SxS	Each	4	$ 24.94	$ 99.76	$ 42.67	$ 170.70	$ 40.00	$ 160.00
197	Schedule 80- 6x3 Bushing SxS	Schedule 80- 6x3 Bushing SxS	Each	2	$ 24.94	$ 49.88	$ 42.67	$ 85.35	$ 40.00	$ 80.00
198	Schedule 80- 6x2 Bushing SxS	Schedule 80- 6x2 Bushing SxS	Each	20	$ 24.94	$ 498.80	$ 42.67	$ 853.48	$ 40.00	$ 800.00
199	Schedule 40 Union 458-010	Schedule 40 Union 458-010	Each	50	$ 4.39	$ 219.50	$ 9.58	$ 478.80	$ 9.58	$ 479.00
200	Schedule 40 Union 458-015	Schedule 40 Union 458-015	Each	50	$ 7.07	$ 353.50	$ 16.80	$ 840.20	$ 16.80	$ 840.00
201	Schedule 40 Union 458-020	Schedule 40 Union 458-020	Each	50	$ 9.46	$ 473.00	$ 20.66	$ 1,032.80	$ 20.66	$ 1,033.00
202	Schedule 40 Union 457-010	Schedule 40 Union 457-010	Each	50	$ 2.01	$ 100.50	$ 4.39	$ 219.40	$ 4.39	$ 219.50
203	Schedule 40 Union 457-015	Schedule 40 Union 457-015	Each	25	$ 6.75	$ 168.75	$ 14.75	$ 368.63	$ 14.74	$ 368.50
204	Schedule 40 Union 457-020	Schedule 40 Union 457-020	Each	25	$ 9.11	$ 227.75	$ 19.88	$ 497.05	$ 19.88	$ 497.00
205	Schedule 40 PVC Ball Valve 1" FIPT x FIPT	Schedule 40 PVC Ball Valve 1" FIPT x FIPT	Each	10	$ 2.08	$ 20.80	$ 2.98	$ 29.78	$ 3.13	$ 31.30
206	Schedule 40 PVC Ball Valve 1-1/2" FIPT x FIPT	Schedule 40 PVC Ball Valve 1-1/2" FIPT x FIPT	Each	10	$ 4.18	$ 41.80	$ 5.96	$ 59.61	$ 6.28	$ 62.80
207	Schedule 40 PVC Ball Valve 2" FIPT x FIPT	Schedule 40 PVC Ball Valve 2" FIPT x FIPT	Each	10	$ 5.36	$ 53.60	$ 7.65	$ 76.48	$ 8.08	$ 80.80
208	Schedule 40 PVC Ball Valve 1" SxS	Schedule 40 PVC Ball Valve 1" SxS	Each	10	$ 2.08	$ 20.80	$ 2.98	$ 29.78	$ 3.13	$ 31.30
209	Schedule 40 PVC Ball Valve 1-1/2" SxS	Schedule 40 PVC Ball Valve 1-1/2" SxS	Each	5	$ 4.18	$ 20.90	$ 5.96	$ 29.81	$ 6.28	$ 31.40
210	Schedule 40 PVC Ball Valve 2" SxS	Schedule 40 PVC Ball Valve 2" SxS	Each	5	$ 5.36	$ 26.80	$ 7.65	$ 38.24	$ 8.05	$ 40.25
211	Schedule 40 ½" CPLG SxS	Schedule 40 ½" CPLG SxS	Each	1,250	$ 0.14	$ 175.00	$ 0.26	$ 326.25	$ 0.24	$ 300.00
212	Schedule 40 ½" Female Adapter	Schedule 40 ½" Female Adapter	Each	1,250	$ 0.20	$ 250.00	$ 0.36	$ 448.75	$ 0.33	$ 412.50
213	Schedule 40 ½" Male Adapter	Schedule 40 ½" Male Adapter	Each	1,250	$ 0.16	$ 200.00	$ 0.29	$ 358.75	$ 0.26	$ 325.00
214	Schedule 40 ½" Tee SxSxS	Schedule 40 ½" Tee SxSxS	Each	1,250	$ 0.21	$ 262.50	$ 0.40	$ 495.00	$ 0.36	$ 450.00
215	Schedule 40 ½" Tee SxSxT	Schedule 40 ½" Tee SxSxT	Each	1,250	$ 0.29	$ 362.50	$ 0.52	$ 651.25	$ 0.48	$ 600.00
216	Schedule 40 ½" 45 SxS	Schedule 40 ½" 45 SxS	Each	1,250	$ 0.29	$ 362.50	$ 0.52	$ 651.25	$ 0.48	$ 600.00
217	Schedule 40 ½" 90 SxS	Schedule 40 ½" 90 SxS	Each	1,250	$ 0.17	$ 212.50	$ 0.32	$ 396.25	$ 0.29	$ 362.50
218	Schedule 40 ½" 90 SxT	Schedule 40 ½" 90 SxT	Each	1,250	$ 0.21	$ 262.50	$ 0.40	$ 495.00	$ 0.36	$ 450.00
219	Schedule 40 ½" 90 TxT	Schedule 40 ½" 90 TxT	Each	1,250	$ 0.42	$ 525.00	$ 0.76	$ 955.00	$ 0.70	$ 875.00
220	Schedule 40 ½" Cap Slip	Schedule 40 ½" Cap Slip	Each	500	$ 0.16	$ 80.00	$ 0.29	$ 143.50	$ 0.26	$ 130.00
221	Schedule 40 ½" Cap Thread	Schedule 40 ½" Cap Thread	Each	500	$ 0.33	$ 165.00	$ 0.61	$ 304.00	$ 0.56	$ 280.00
222	½" Marlex Street Ells	½" Marlex Street Ells	Each	800	$ 0.12	$ 96.00	$ 0.30	$ 240.80	$ 0.28	$ 224.00
223	Schedule 40 ¾" x ½" Reducer Bushing Slip x Slip	Schedule 40 ¾" x ½" Reducer Bushing Slip x Slip	Each	1,250	$ 0.18	$ 225.00	$ 0.33	$ 413.75	$ 0.30	$ 375.00
224	Schedule 40 ¾" x ½" Reducer Bushing TxT	Schedule 40 ¾" x ½" Reducer Bushing TxT	Each	1,250	$ 0.51	$ 637.50	$ 0.93	$ 1,165.00	$ 0.85	$ 1,062.50
225	Schedule 40 ¾"x ¾"x ½" SxSxT Tee	Schedule 40 ¾"x ¾"x ½" SxSxT Tee	Each	1,500	$ 0.38	$ 570.00	$ 0.70	$ 1,044.00	$ 0.64	$ 960.00
226	Schedule 40 ¾" CPLG SxS	Schedule 40 ¾" CPLG SxS	Each	1,500	$ 0.16	$ 240.00	$ 0.29	$ 430.50	$ 0.26	$ 390.00
227	Schedule 40 ¾" Female Adapter	Schedule 40 ¾" Female Adapter	Each	1,500	$ 0.25	$ 375.00	$ 0.45	$ 678.00	$ 0.41	$ 615.00
228	Schedule 40 ¾" Male Adapter	Schedule 40 ¾" Male Adapter	Each	1,500	$ 0.17	$ 255.00	$ 0.32	$ 475.50	$ 0.29	$ 435.00
229	Schedule 40 ¾" Tee SxSxS	Schedule 40 ¾" Tee SxSxS	Each	1,500	$ 0.25	$ 375.00	$ 0.45	$ 678.00	$ 0.41	$ 615.00
230	Schedule 40 ¾" Tee SxSxT	Schedule 40 ¾" Tee SxSxT	Each	1,500	$ 0.44	$ 660.00	$ 0.81	$ 1,216.50	$ 0.74	$ 1,110.00
231	Schedule 40 ¾" 45 SxS	Schedule 40 ¾" 45 SxS	Each	1,500	$ 0.44	$ 660.00	$ 0.81	$ 1,216.50	$ 0.74	$ 1,110.00
232	Schedule 40 ¾" 90 SxS	Schedule 40 ¾" 90 SxS	Each	1,500	$ 0.20	$ 300.00	$ 0.36	$ 538.50	$ 0.33	$ 495.00
233	Schedule 40 ¾" 90 SxT	Schedule 40 ¾" 90 SxT	Each	1,250	$ 0.25	$ 312.50	$ 0.45	$ 565.00	$ 0.41	$ 512.50
234	Schedule 40 ¾" 90 TxT	Schedule 40 ¾" 90 TxT	Each	1,250	$ 0.63	$ 787.50	$ 1.14	$ 1,418.75	$ 1.04	$ 1,300.00
235	Schedule 40 ¾" Cap Slip	Schedule 40 ¾" Cap Slip	Each	500	$ 0.18	$ 90.00	$ 0.33	$ 165.50	$ 0.30	$ 150.00
236	Schedule 40 ¾" Cap Thread	Schedule 40 ¾" Cap Thread	Each	500	$ 0.38	$ 190.00	$ 0.70	$ 348.00	$ 0.64	$ 320.00
237	¾" Marlex Street Ells	¾" Marlex Street Ells	Each	2,500	$ 0.60	$ 1,500.00	$ 1.11	$ 2,762.50	$ 1.01	$ 2,525.00
238	Schedule 40 1"x ¾" Reducer Bushing Slip x Slip	Schedule 40 1"x ¾" Reducer Bushing Slip x Slip	Each	1,250	$ 0.33	$ 412.50	$ 0.61	$ 760.00	$ 0.56	$ 700.00
239	Schedule 40 1"x ¾" Reducer Bushing T x T	Schedule 40 1"x ¾" Reducer Bushing T x T	Each	1,000	$ 0.72	$ 720.00	$ 1.30	$ 1,300.00	$ 1.19	$ 1,190.00
240	Schedule 40 1"x 1"x ¾" SxSxT	Schedule 40 1"x 1"x ¾" SxSxT	Each	1,250	$ 0.83	$ 1,037.50	$ 1.50	$ 1,872.50	$ 1.37	$ 1,712.50
241	Schedule 40 1" CPLG SxS	Schedule 40 1" CPLG SxS	Each	1,500	$ 0.28	$ 420.00	$ 0.50	$ 753.00	$ 0.47	$ 705.00
242	Schedule 40 1" Female Adapter	Schedule 40 1" Female Adapter	Each	1,500	$ 0.29	$ 435.00	$ 0.52	$ 781.50	$ 0.48	$ 720.00
243	Schedule 40 1" Male Adapter	Schedule 40 1" Male Adapter	Each	1,500	$ 0.31	$ 465.00	$ 0.57	$ 856.50	$ 0.52	$ 780.00
244	Schedule 40 1" Tee SxSxS	Schedule 40 1" Tee SxSxS	Each	1,500	$ 0.47	$ 705.00	$ 0.85	$ 1,270.50	$ 0.78	$ 1,170.00
245	Schedule 40 1" Tee SxSxT	Schedule 40 1" Tee SxSxT	Each	500	$ 0.83	$ 415.00	$ 1.50	$ 749.00	$ 1.37	$ 685.00
246	Schedule 40 1" 45 SxS	Schedule 40 1" 45 SxS	Each	1,500	$ 0.54	$ 810.00	$ 0.98	$ 1,464.00	$ 0.90	$ 1,350.00
247	Schedule 40 1" 90 SxS	Schedule 40 1" 90 SxS	Each	1,500	$ 0.35	$ 525.00	$ 0.64	$ 957.00	$ 0.58	$ 870.00
248	Schedule 40 1" 90 SxT	Schedule 40 1" 90 SxT	Each	1,000	$ 0.47	$ 470.00	$ 0.85	$ 847.00	$ 0.78	$ 780.00
249	Schedule 40 1" Cap Slip	Schedule 40 1" Cap Slip	Each	500	$ 0.29	$ 145.00	$ 0.52	$ 260.50	$ 0.48	$ 240.00
250	Schedule 40 1" Cap Thread	Schedule 40 1" Cap Thread	Each	500	$ 0.58	$ 290.00	$ 1.06	$ 527.50	$ 0.97	$ 485.00
251	Schedule 40 1-1/2"x 1" Reducer Bushing Slip x Slip	Schedule 40 1-1/2"x 1" Reducer Bushing Slip x Slip	Each	750	$ 0.47	$ 352.50	$ 0.86	$ 643.50	$ 0.79	$ 592.50
252	Schedule 40 1-1/2"x 1" Reducer Bushing TxT	Schedule 40 1-1/2"x 1" Reducer Bushing TxT	Each	500	$ 1.29	$ 645.00	$ 2.34	$ 1,170.00	$ 2.15	$ 1,075.00
253	Schedule 40 1-1/2" CPLG SxS	Schedule 40 1-1/2" CPLG SxS	Each	1,250	$ 0.41	$ 512.50	$ 0.74	$ 928.75	$ 0.68	$ 850.00
254	Schedule 40 1-1/2" Female Adapter	Schedule 40 1-1/2" Female Adapter	Each	1,250	$ 0.52	$ 650.00	$ 0.93	$ 1,165.00	$ 0.85	$ 1,062.50
255	Schedule 40 1-1/2" Male Adapter	Schedule 40 1-1/2" Male Adapter	Each	1,250	$ 0.52	$ 650.00	$ 0.93	$ 1,165.00	$ 0.85	$ 1,062.50
256	Schedule 40 1-1/2" Tee SxSxS	Schedule 40 1-1/2" Tee SxSxS	Each	1,250	$ 0.88	$ 1,100.00	$ 1.61	$ 2,007.50	$ 1.47	$ 1,837.50
257	Schedule 40 1-1/2" Tee SxSxT	Schedule 40 1-1/2" Tee SxSxT	Each	750	$ 1.72	$ 1,290.00	$ 3.11	$ 2,332.50	$ 2.85	$ 2,137.50
258	Schedule 40 1-1/2" 45 SxS	Schedule 40 1-1/2" 45 SxS	Each	750	$ 0.94	$ 705.00	$ 1.71	$ 1,278.75	$ 1.56	$ 1,170.00
259	Schedule 40 1-1/2" 90 SxS	Schedule 40 1-1/2" 90 SxS	Each	1,000	$ 0.66	$ 660.00	$ 1.21	$ 1,206.00	$ 1.10	$ 1,100.00
260	Schedule 40 1-1/2" 90 SxT	Schedule 40 1-1/2" 90 SxT	Each	750	$ 0.86	$ 645.00	$ 1.57	$ 1,178.25	$ 1.44	$ 1,080.00
261	Schedule 40 2"x 1-1/2" Reducer Bushing Slip x Slip	Schedule 40 2"x 1-1/2" Reducer Bushing Slip x Slip	Each	200	$ 0.78	$ 156.00	$ 1.42	$ 283.00	$ 1.30	$ 260.00
262	Schedule 40 2" CPLG SxS	Schedule 40 2" CPLG SxS	Each	500	$ 0.63	$ 315.00	$ 1.14	$ 567.50	$ 1.04	$ 520.00
263	Schedule 40 2" Female Adapter	Schedule 40 2" Female Adapter	Each	200	$ 0.68	$ 136.00	$ 1.25	$ 249.20	$ 1.14	$ 228.00
264	Schedule 40 2" Male Adapter	Schedule 40 2" Male Adapter	Each	200	$ 0.67	$ 134.00	$ 1.22	$ 243.60	$ 1.11	$ 222.00
265	Schedule 40 2" Tee SxSxS	Schedule 40 2" Tee SxSxS	Each	200	$ 1.29	$ 258.00	$ 2.34	$ 468.00	$ 2.15	$ 430.00
266	Schedule 40 2" Tee SxSxT	Schedule 40 2" Tee SxSxT	Each	200	$ 2.02	$ 404.00	$ 3.94	$ 788.20	$ 3.16	$ 632.00
267	Schedule 40 2" 45 SxS	Schedule 40 2" 45 SxS	Each	200	$ 1.14	$ 228.00	$ 2.22	$ 444.40	$ 2.03	$ 406.00
268	Schedule 40 2" 90 SxS	Schedule 40 2" 90 SxS	Each	200	$ 1.05	$ 210.00	$ 1.90	$ 379.20	$ 1.74	$ 348.00
269	Schedule 40 2" 90 SxT	Schedule 40 2" 90 SxT	Each	200	$ 2.24	$ 448.00	$ 4.06	$ 812.20	$ 3.72	$ 744.00
270	Schedule 40 3" CPLG SxS	Schedule 40 3" CPLG SxS	Each	50	$ 2.16	$ 108.00	$ 3.92	$ 196.10	$ 3.60	$ 180.00
271	Schedule 40 3" Tee SxSxS	Schedule 40 3" Tee SxSxS	Each	50	$ 5.61	$ 280.50	$ 10.14	$ 507.15	$ 9.30	$ 465.00
272	Schedule 40 3" 45 SxS	Schedule 40 3" 45 SxS	Each	50	$ 4.96	$ 248.00	$ 8.98	$ 449.00	$ 8.23	$ 411.50
273	Schedule 40 3" 90 SxS	Schedule 40 3" 90 SxS	Each	50	$ 3.92	$ 196.00	$ 6.91	$ 345.60	$ 6.34	$ 317.00
275	KRC429-005 ½" DAWN Kwik Repair Coupler	KRC429-005 ½" DAWN Kwik Repair Coupler	Each	100	$ 1.65	$ 165.00	$ 1.78	$ 178.40	$ 1.95	$ 195.00
276	KRC429-007 ¾" DWAN Kwik Repair Coupler	KRC429-007 ¾" DWAN Kwik Repair Coupler	Each	100	$ 1.96	$ 196.00	$ 2.12	$ 212.20	$ 2.32	$ 232.00
277	KRC429-010 1" DAWN Kwik Repair Coupler	KRC429-010 1" DAWN Kwik Repair Coupler	Each	100	$ 2.30	$ 230.00	$ 2.48	$ 248.20	$ 2.71	$ 271.00
278	KRC429-015 1 ½" DAWN Kwik Repair Coupler	KRC429-015 1 ½" DAWN Kwik Repair Coupler	Each	80	$ 4.70	$ 376.00	$ 5.09	$ 406.80	$ 5.56	$ 444.80
279	KRC429-020 2" DAWN Kwik Repair Coupler	KRC429-020 2" DAWN Kwik Repair Coupler	Each	80	$ 7.25	$ 580.00	$ 7.84	$ 627.52	$ 8.56	$ 684.80
280	KRC429-025 2 ½" DAWN Kwik Repair Coupler	KRC429-025 2 ½" DAWN Kwik Repair Coupler	Each	80	$ 10.58	$ 846.40	$ 11.44	$ 915.52	$ 12.50	$ 1,000.00
281	KRC429-030 3" DAWN Kwik Repair Coupler	KRC429-030 3" DAWN Kwik Repair Coupler	Each	10	$ 13.52	$ 135.20	$ 14.63	$ 146.29	$ 15.98	$ 159.80
282	KRC429-040 4" DAWN Kwik Repair Coupler	KRC429-040 4" DAWN Kwik Repair Coupler	Each	5	$ 23.73	$ 118.65	$ 25.67	$ 128.36	$ 28.03	$ 140.15
283	ROMAC Service Saddle 6 x 2 101S 6.00 – 6.63	ROMAC Service Saddle 6 x 2 101S 6.00 – 6.63	Each	5	$ -	$ -		$ -		$ -
284	ROMAC Service Saddle 4 x 2 101S 4.00 – 4.50	ROMAC Service Saddle 4 x 2 101S 4.00 – 4.50	Each	5	$ -	$ -		$ -		$ -
285	2" X 8' Pressure treated lodge pole	2" X 8' Pressure treated lodge pole	Each	100	$ 2.22	$ 222.00	$ 3.66	$ 366.30	$ 3.67	$ 367.00
286	24" Cinch Tree Tie	24" Cinch Tree Tie	Each	200	$ 0.31	$ 62.00	$ 0.34	$ 67.60	$ 0.34	$ 68.00
287	Delivery charges per order (if applicable)	Delivery days upon receipt of order.	Per order	1	$ -	$ -		$ -	$ -	$ -
288	SPECIFY ALL OTHER COSTS TO THE CITY				$ -	$ -		$ -	$ -	$ -
					$ -	$ -		$ -	$ -	$ -
					$ -	$ -		$ -	$ -	$ -
Total	**241**				$ 9,440.02	**$ 359,449.36**	$ 13,871.02	**$ 503,618.98**	$ 13,899.58	**$ 492,697.70**

City Council Staff Report

DATE: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE PURCHASE ORDER NO. 20240004 WITH WILBUR-ELLIS COMPANY FOR HERBICIDE AND PESTICIDE CHEMICALS IN AN AMOUNT NOT TO EXCEED $120,000 FOR FY 2023-24.**

ISSUE

Approve Purchase Order No. 2024004 with Wilbur-Ellis Company for herbicide and pesticide chemicals in an amount not to exceed $120,000 for FY 2023-24.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Purchase Order No. 20240004 with Wilbur-Ellis Company for herbicide and pesticide chemicals in an amount not to exceed $120,000 for FY 2023-24.

2. Authorize the City Manager or her designee to authorize Purchase Order No. 20240004 with Wilbur-Ellis Company, including non-substantive changes.

BACKGROUND

The City released Invitation for Bid No. 21-001-3400 in April 2021 and awarded to Wilbur-Ellis Company. The City exercised its first extension for one year for FY 2022-23 and is choosing to exercise its second and final option of extending the contract for an additional (1) year period commencing July 12, 2023 through June 30, 2024.

The purchase order's amount of $120,000 was determined by considering the FY 2023-24 Price Schedule provided by the vendor, the City's Maintenance Division estimated quantities, and the historical spending amounts.

DISCUSSION

Herbicide and pesticide chemical materials are used for integrated pest and vegetation management (IPM) in City Parks, Landscape Maintenance Districts, General Benefit Areas, Palmdale Transportation Center, Park and Rides, Fairway Business Park landscapes, and street Right of Ways. These supplies are important for sustainable IPM

best management practices of grounds, green spaces, and right of ways to aid in the quality and safety of city spaces and infrastructure.

FISCAL IMPACT

The Purchase Order amount for herbicide and pesticide chemicals for FY 2023-24 will not exceed $120,000. Sufficient funds are budgeted in Park Maintenance (10133002); Palmdale Transportation Center and Park and Rides (20333005); Landscape Maintenance-General Benefit (10133003); Landscape Maintenance-Assessment Districts (25133003); Street Maintenance (20133001); and Ritter Ranch Drainage Assessment District (25333007) Operating and Program Supply accounts.

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.

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

1. Requested Purchase Order 20240004 Wilbur-Ellis Company
2. Price Schedule – IFB No. 21-001-3400 Wilbur-Ellis Company FY 2023-24

Herbicide and Pesticide Chemicals

Line	Vendor Name	PO #	Due Date	Expiration Date	Org Code	Object Code	Project Code	Requested / Ordered Amount
01	WILBUR-ELLIS COMPANY (5470)	20240004	07/12/2023	06/30/2024	10133002	737107		$ 40,000.00
02	WILBUR-ELLIS COMPANY (5470)	20240004	07/12/2023	06/30/2024	20333005	737107	3410	$ 2,750.00
03	WILBUR-ELLIS COMPANY (5470)	20240004	07/12/2023	06/30/2024	20333005	735100	3411	$ 2,000.00
04	WILBUR-ELLIS COMPANY (5470)	20240004	07/12/2023	06/30/2024	25133003	737107	3610	$ 49,500.00
05	WILBUR-ELLIS COMPANY (5470)	20240004	07/12/2023	06/30/2024	10133003	737107		$ 8,500.00
06	WILBUR-ELLIS COMPANY (5470)	20240004	07/12/2023	06/30/2024	20133001	738400		$ 16,000.00
07	WILBUR-ELLIS COMPANY (5470)	20240004	07/12/2023	06/30/2024	25333007	732940	3213	$ 1,250.00
	Total PO Amount							**$ 120,000.00**

PRICE SCHEDULE

IFB: **21-001-3400**
HERBICIDE AND PESTICIDE CHEMICALS

Vendor: **Wilbur-Ellis Company**
Ontario, CA

					FY 2021-2022 ORIGINAL BID		FY 2022-23 1st Option to Extend		FY 2023-24 2nd & Final Option to Extend	
Item No.	Product/Material Description	Preferred Product Containers	Estimated Quantities	Unit of Measure (U/M)	Original Price Per U/M	Original Extended Price	FY 22-23 Price Per U/M	FY 22-23 Extended Price	FY 23-24 Price Per U/M	FY 23-24 Extended Price
1	Round Up Custom	Roundup Custom 30-gal drum	600	Gallon	$19.64	$11,784.00	$45.30	$27,180.00	$35.70	$21,420.00
2	Ranger Pro	Ranger Pro 30-gal drum	300	Gallon	$15.58	$4,674.00	$36.00	$10,800.00	$25.00	$7,500.00
3	R-11 Spreader Activator	R-11 Spreader Activator 2.5-gal container	240	Gallon	$24.80	$5,952.00	$26.00	$6,240.00	$28.00	$6,720.00
4	Denali-EA	Super Spread 7000 2.5-gal container	120	Gallon	$29.80	$3,576.00	$31.00	$3,720.00	$31.00	$3,720.00
5	Portfolio 4F, California	Portfolio 4F California 2.5-gal container	5	Gallon	$540.00	$2,700.00	$540.00	$2,700.00	$490.00	$2,450.00
6	Milestone	Milestone 2.5-gal container	5	Gallons	$300.00	$1,500.00	$305.00	$1,525.00	$340.00	$1,700.00
7	~~Speedzone~~ **SOUTHERN EW**	~~Speedzone~~ **SOUTHERN NEW** 2.5-gal container	50	Gallon	$69.70	$3,485.00	$75.15	$3,757.50	$82.97	$4,148.50
8	Dismiss	Dismiss CA Turf Herbicide 6-oz bottle	128	Ounce	$12.68	$1,623.04	$12.90	$1,651.20	$13.04	$1,669.12
9	Garlon 4 Ultra	Garlon 4 Ultra 2.5-gal container	2	Gallon	$78.76	$157.52	$79.70	$159.40	$89.00	$178.00
10	Gallery SC	Gallery SC 2-gal container	2	Gallon	$652.80	$1,305.60	$704.00	$1,408.00	$725.20	$1,450.40
11	~~Ronstar G~~ **OXADIAZON 2G** (not available as of FY 22/23)	~~Ronstar G~~ **QUALI-PRO OXADIAZON 2G** 50-lb bag	30	50-lb bag	$67.55	$2,026.50	$0.00	$0.00	$0.00	$0.00
12	Dimension 2EW	Dimension 2EW 1/2-gal container	1	Gallon	$233.50	$233.50	$230.00	$230.00	$260.45	$260.45
13	Ronstar FLO	Ronstar Flo 2.5-gal container	5	Gallons	$179.42	$897.10	$192.17	$960.85	$210.00	$1,050.00
14	Atrimmec	Atrimmec 1-gal container	4	Gallon	$363.77	$1,455.08	$376.00	$1,504.00	$390.67	$1,562.68
15	Acelepryn	Acelepryn G 25-lb bag	160	25-lb bag	$68.75	$11,000.00	$80.00	$12,800.00	$101.75	$16,280.00
16	NutriRoot 2-2-3	NutriRoot 1-gal container	18	Gallon	$94.99	$1,709.82	$94.99	$1,709.82	$94.99	$1,709.82
17	Hydretain ES Plus Granular QD	Hydretain Granular QD 40-lb bag	100	40-lb bag	$51.90	$5,190.00	$58.20	$5,820.00	$58.20	$5,820.00
18	Annual Pest Control Advisor Recommendations		1	As Needed	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19	Pest Control Advisor Annual Pesticide Handlers Safety Training for City staff		1	Annually	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Bid SubtotalTotal:				$2,803.64	**$59,269.16**	$2,932.41	**$82,211.77**	$2,975.97	**$77,638.97**
	California Sales Tax:			**10.25%**	$287.37	$6,075.09	$300.57	$8,426.71	$305.04	$7,957.99
	Freight/Delivery Charge % (if applicable):				0%	$0.00	0%	$0.00	0%	$0.00
	Estimated Total Cost to City:				$3,091.01	**$65,344.25**	$3,232.98	**$90,638.48**	$3,281.01	**$85,596.96**

Additional Bid Questions

Delivery days upon order: 5 days | 5 days | 5 days

City Council Staff Report

DATE: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUJECT: **APPROVE PURCHASE ORDER NO. 20240005 WITH HASA, INC. FOR POOL CHEMICAL SUPPLIES IN AN AMOUNT NOT TO EXCEED $155,000 FOR FY 2023-24.**

ISSUE

Approve Purchase Order No. 20240005 with Hasa, Inc. for pool chemical supplies in an amount not to exceed $155,000 for FY 2023-24.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Purchase Order No. 20240005 with Hasa, Inc. for pool chemical supplies, in an amount not to exceed $155,000 for FY 2023-24.

2. Authorize the City Manager or her designee to authorize Purchase Order No. 20240005 with Hasa, Inc. including non-substantive changes.

BACKGROUND

The City released Invitation for Bid No. 21-002-3400 in April 2021 and awarded to Hasa, Inc. The City exercised its first extension for one year for FY 2022-23 and is choosing to exercise its second and final option of extending the contract for an additional one (1) year period commencing July 12, 2023 through June 30, 2024.

The purchase order amount of $155,000 was determined by considering the FY 2023-24 Price Schedule provided by the vendor, the City's Maintenance Division estimated quantities, and the historical spending amounts.

DISCUSSION

Supplies, such as chlorine, acids, and other chemicals, are essential for maintaining water quality of City pools and DryTown Water Park, providing a safe, sanitary environment to the public. The use of these chemicals is needed to have the City's aquatic facilities comply with state and county codes and regulations.

Staff recommends that the City Council approve Purchase Order 20240005 with Hasa, Inc. to procure pool chemical supplies in an amount not to exceed $155,000 for FY 2023-24.

FISCAL IMPACT

The blanket Purchase Order amount for pool chemical supplies for FY 2023-24 will not exceed $155,000. Sufficient funds are budgeted in Facility Maintenance (10133005) and DryTown Water Park (30041005) Program Supply accounts.

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.

Goal III: Invest in infrastructure to improve community livability.

B. 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

1. Requested Purchase Order 20240005 Hasa, Inc.
2. Price Schedule – IFB No. 21-002-3400 Hasa, Inc. FY 2023-24

Pool Chemical Supplies

Line	Vendor Name	PO #	Due Date	Expiration Date	Org Code	Object Code	Project Code	Requested / Ordered Amount
01	HASA, INC. (9283)	20240005	07/12/2023	06/30/2024	10133005	732633		$ 90,000.00
02	HASA, INC. (9283)	20240005	07/12/2023	06/30/2024	30041005	735130		$ 65,000.00
	Total PO Amount							**$ 155,000.00**

PRICE SCHEDULE

IFB: **21-002-3400**
POOL CHEMICAL SUPPLIES

Vendor: **Hasa, Inc.**
Saugus, CA

				FY 2021-2022		FY 2022-23		FY 2023-24	
				Original Bid		1st Option to Extend		2nd & Final Option to Extend	
Item No.	**Product/Material Description/Unit of Measure**	**Estimated Quantities**	**Unit of Measure (U/M)**	**Original Price Per U/M**	**Original Extended Price**	**FY 22-23 Price Per U/M**	**FY 22-23 Extended Price**	**FY 23-24 Price Per U/M**	**FY 23-24 Extended Price**
1	Bulk Chlorine (12.5% Sodium Hypochlorite Solution) **(item 01860)**	45,000	GALLONS	$1.32	$59,400.00	$2.23	$100,485.00	$2.79	$125,550.00
2	4 x 1 Case Chlorine (12.5% Sodium Hypochlorite Solution) **(item 01041)**	200	GALLONS	$3.29	$658.00	$4.54	$908.00	$4.02	$804.16
3	Bulk Muriatic Acid (31.45% Hydrochloric Acid) **(item 15000)**	2,800	GALLONS	$2.02	$5,656.00	$2.68	$7,506.80	$3.13	$8,764.00
4	4 x 1 Case Muriatic Acid (31.45% Hydrochloric Acid) **(item 15041)**	200	GALLONS	$4.28	$856.00	$5.86	$1,172.00	$5.11	$1,021.44
5	Calcium Chloride Flake, 90.5-97% by weight, 50-lb bag **(item 92051 pallet price)**	120	50-LB BAG	$17.20	$2,064.00	$23.39	$2,806.80	$24.50	$2,940.00
6	Sodium Bicarbonate, 100% by weight, 50-lb bag **(item 60050, pallet price)**	260	50-LB BAG	$24.31	$6,320.60	$35.84	$9,318.40	$35.84	$9,318.40
7	Sodium Thiosulfate Pentahydrate 99% 50-lb bag **(item 81450 each price)**	10	50-LB BAG	$41.51	$415.10	$63.00	$630.00	$70.56	$705.60
8	Cyanuric Acid, 100% by weight, 50-lb bag **(Hasa provides 100-lb drum) (item 65101)**	2	100-LB DRUM	$51.38	$102.76	$138.00	$276.00	$154.56	$309.12
9	Pulsar Plus Briquettes Calcium Hypochlorite, 60-80% by weight, 50-lb pail. **NO SUBSTITUTIONS. (Not supplied by HASA)**	12	50-LB PAIL	$141.00	$1,692.00	$191.76	$2,301.12		$0.00
	Bid Total:			$286.31	**$77,164.46**	$467.30	**$125,404.12**	$300.51	**$149,412.72**
	California Sales Tax:		**10.25%**	$29.35	**$7,909.36**	$47.90	**$12,853.92**	$30.80	**$15,314.80**
	Estimated Total Cost to City:			$315.66	**$85,073.82**	$515.20	**$138,258.04**	$331.31	**$164,727.52**

City Council Staff Report

DATE: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **4**

SUBJECT: **APPROVE FINAL TRACT MAP NO. 69651, LOCATED AT PALMDALE BLVD AND 61ST STREET EAST**

ISSUE

Approve Final Tract Map No. 69651, located at Palmdale Blvd and 61st Street East.

RECOMMENDATION

Staff recommends that the City Council approve Final Tract Map No. 69651; authorize the City Clerk to execute City Clerk's Statement and Special Assessments Statement and authorize the Acting City Surveyor to execute the City Surveyor's Statement and file the map with the County Recorder.

BACKGROUND

Final Tract Map No. 69651 is a 19.8-acre subdivision, legally creating 75 single family residential lots. All proposed lot sizes and dimensions comply with the City's Zoning Ordinance. The subject property is located at Palmdale Blvd and 61st Street East. The applicant for this final tract map is CT Capital LLC, A California Limited Liability Company. The tentative tract map was originally approved by the Planning Commission on April 3, 2008 by Resolution No. PC-2008-020. A minor modification to adjust a few lot lines was approved by Planning Division on January 26, 2023.

This final tract map is consistent with the tentative tract map and all final map conditions of approval have been met. The Acting City Land Surveyor has reviewed the final map for technical accuracy and verifies it is compliance with the Subdivision Map Act.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

1. Final Tract Map No. 69651

TRACT NO. 69651

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCELS 1 AND 4, OF PARCEL
MAP NO. 3831, AS PER MAP FILED IN BOOK 48,
PAGE(S) 2 OF PARCEL MAPS.

TENTATIVE MAP EXPIRES ON APRIL 15, 2023
STANTEC
MATTHEW J. VERNON PLS 7553

75 LOTS

19.84 ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE FURTHER STATE THAT, EXCEPT AS SHOWN ON THIS MAP, WE KNOW OF NO EASEMENTS OR STRUCTURES EXISTING WITHIN THE EASEMENTS HEREBY OFFERED FOR DEDICATION TO THE PUBLIC, OTHER THAN PUBLICLY OWNED WATER LINES, SEWERS, OR STORM DRAINS, THAT WE WILL GRANT NO RIGHT OR INTEREST WITHIN THE BOUNDARIES OF SAID EASEMENTS OFFERED TO THE PUBLIC, EXCEPT WHERE SUCH RIGHT OR INTEREST IS EXPRESSLY MADE SUBJECT TO THE SAID EASEMENTS.

AS A DEDICATION TO PUBLIC USE, WHILE ALL OF PALMDALE BOULEVARD WITHIN OR ADJACENT TO THIS SUBDIVISION REMAINS A PUBLIC STREET, WE HEREBY DEDICATE THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM ABUTTING LOTS TO SAID STREETS. IF ANY PORTION OF SAID STREET WITHIN OR ADJACENT TO THIS SUBDIVISION IS VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

AND WE HEREBY IRREVOCABLY OFFER TO DEDICATE REAL PROPERTY TO THE CITY OF PALMDALE:

AS EASEMENTS FOR PUBLIC PURPOSES ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP;

AND WE HEREBY OFFER TO DEDICATE REAL PROPERTY TO THE CITY OF PALMDALE:

IN FEE FOR PUBLIC PURPOSES FOR SANITARY SEWERS, STORM DRAIN SYSTEMS, APPURTENANT STRUCTURES, MAINTENANCE, AND INGRESS AND EGRESS PURPOSES WITHIN AND WITHOUT SAID SUBDIVISION CONSTRUCTED AS PART OF THE IMPROVEMENT THEREOF.

IN FEE, LOTS 5 AND 6 FOR DRAINAGE, LANDSCAPING AND MAINTENANCE PURPOSES.

EASEMENTS FOR PUBLIC PURPOSES FOR DRAINAGE, LANDSCAPING, AND MAINTENANCE PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO, INCLUDING THE RIGHT TO MAINTAIN THE IMPROVEMENTS AND MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

CT CAPITAL, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
NELSON CHUNG, MANAGER DATE

ACKNOWLEDGEMENTS

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

STATE OF _____

COUNTY OF _____

ON _____, 20____, BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED_____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER **PENALTY OF PERJURY** UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

_____ _____
SIGNATURE NAME PRINTED

MY COMMISION EXPIRES _____ COMMISSION NO._____

PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.
(NOTARY SEAL NOT REQUIRED PER GOVERNMENT CODE 66436 (c))

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF **CT CAPITAL, LLC, A CALIFORNIA LIABILITY COMPANY** DURING **DECEMBER, 2020**. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS FINAL MAP CONSISTING OF 7 SHEETS, IS TRUE AND COMPLETE SURVEY AS SHOWN. THAT THE MONUMENTS ARE OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN TWENTY–FOUR MONTHS FROM THE FILING DATE OF THIS MAP AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN TWENTY–FOUR MONTHS FROM THE FILING DATE SHOWN HEREON.

Digitally signed by
Matthew J. Vernon
Date: 2023.01.26 15:56:02
-08'00'

MATTHEW J. VERNON, PLS 7553 DATE

PROFESSIONAL LAND SURVEYOR · MATTHEW J. VERNON · No.PLS 7553 · STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEROF; ALL PROVISIONS OF APPLICABLE STATE LAW AND SUBDIVISION ORDINANCE OF THE CITY OF PALMDALE APPLICABLE AT THE TIME APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPILED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

FREDERICK R. JONES JR, L.S. 5458 DATE
CITY SURVEYOR, CITY OF PALMDALE

PROFESSIONAL LAND SURVEYOR · FREDERICK R. JONES JR. · No. 5458 · LICENSE · STATE OF CALIFORNIA

SPECIAL ASSESSMENTS STATEMENT

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF PALMDALE, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

ROCHELLE SCOTT DATE
ACTING CITY CLERK–CITY OF PALMDALE

CITY CLERK'S STATEMENT

I, **ROCHELLE SCOTT, ACTING CITY CLERK** OF THE **CITY OF PALMDALE**, DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE PALMDALE CITY COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____ , 2023, AND THAT THEREUPON SAID COUNCIL DATE, BY AND ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP; AND ON BEHALF OF THE PUBLIC, SAID COUNCIL DID:

ACCEPT THE OFFER OF DEDICATION THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM ABUTTING LOTS TO PALMDALE BOULEVARD, AS SHOWN ON SAID MAP.

ACCEPT THE OFFER DEDICATION AND GRANT IN FEE FOR PUBLIC PURPOSES FOR SANITARY SEWERS, STORM DRAIN SYSTEMS, APPURTENANT STRUCTURES, AND INGRESS AND EGRESS PURPOSES WITHIN AND WITHOUT SAID SUBDIVISION CONSTRUCTED AS PART OF THE IMPROVEMENT THEREOF.

ACCEPT THE OFFER OF DEDICATION AND GRANT IN FEE LOT 5 AND LOT 6 FOR DRAINAGE LANDSCAPING AND MAINTENANCE PURPOSES.

ACCEPT THE OFFER OF DEDICATION AND GRANT OF THE EASEMENTS FOR PUBLIC PURPOSES EASEMENTS FOR DRAINAGE, LANDSCAPING, AND MAINTENANCE PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO, INCLUDING THE RIGHT TO MAINTAIN THE IMPROVEMENTS AND MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

THE CITY OF PALMDALE CONSENTS TO THE RECORDATION OF THE WITHIN IRREVOCABLE OFFER TO DEDICATE FOR FUTURE STREET AS SHOWN ON SAID MAP, AND RESERVES THE RIGHT TO ACCEPT SAID OFFER TO DEDICATE AT A LATER DATE. THIS CONSENT IS NOT A PRESENT ACCEPTANCE OF THE OFFER TO DEDICATE.

ROCHELLE SCOTT DATE
ACTING CITY CLERK, CITY OF PALMDALE

SEE ADDITIONAL ACKNOWLEDGEMENTS ON SHEET 2.

SEE SHEET 2 FOR FURTHER NOTES AND STATEMENTS

TRACT NO. 69651

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

STANTEC
MATTHEW J. VERNON PLS. 7553

SOILS REPORT NOTE

A SOILS REPORT WAS PREPARED BY RYAN D. DUKE, P.E. 79729, BRUIN GEOTECHNICAL SERVICES, INC. (J.N. 13–74) ON JUNE 24, 2020 AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

SIGNATURE OMISSION NOTES

THE FOLLOWING SIGNATURE OF THE PARTY NAMED HEREAFTER AS OWNER OF THE INTEREST SET FORTH, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i–viii) OF THE SUBDIVISION MAP ACT, THEIR INTERESTS IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

CITY OF PALMDALE, AS SUCCESSOR IN INTEREST TO THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS PURPOSES RECORDED OCTOBER 5, 1973 AS INSTRUMENT NO. 4335 OF OFFICIAL RECORDS.

ACKNOWLEDGEMENTS

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

STATE OF _____

COUNTY OF _____

ON _____, 20____, BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED_____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER **PENALTY OF PERJURY** UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

_____ _____
SIGNATURE NAME PRINTED

MY COMMISION EXPIRES _____ COMMISSION NO._____

PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.
(NOTARY SEAL NOT REQUIRED PER GOVERNMENT CODE 66436 (c))

MONUMENT NOTE

1) TRACT BOUNDARY CORNERS REQUIRED TO BE SET SHALL BE 2" IRON PIPE, 6" DOWN, TAGGED "PLS 7553", OR LEAD AND TACK, TAGGED "PLS 7553", OR 6" SPIKE AND WASHER, TAGGED "PLS 7553". SPIKES AND WASHERS SET IN PAVEMENT MUST BE SET DOWN 0.04'.

2) STREET INTERSECTIONS, REQUIRED TO BE SET, SHALL BE 6" SPIKE AND WASHER, TAGGED "PLS 7553". CENTERLINE INTERSECTIONS, EC'S AND BC'S MUST HAVE A 6" SPIKE AND WASHER SET DOWN 0.04'

3) LOT LINE PROLONGATIONS REQUIRED TO BE SET ON TOP OF CURB, SHALL BE LEAD AND TACK, TAGGED "PLS 7553". LEADS, TACKS AND TAGS WILL BE SET AT ALL LOT LINE PROLONGATIONS ON TOP OF CURB.

BASIS OF BEARINGS NOTE

THE ASSUMED BEARING OF NORTH 88°59'29" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ALSO BEING THE CENTERLINE OF PALMDALE BOULEVARD WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

TERMINATION NOTE

PURSUANT TO SECTION 66477.2(e) OF DIVISION 2 OF TITLE 7 OF THE STATE GOVERNMENT CODE, APPROVAL OF THIS MAP BY THE CITY OF PALMDALE CITY COUNCIL CONSTITUTES TERMINATION OF THE THOSE PORTIONS OF AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES, OFFERED FOR DEDICATION BY THAT CERTAIN "OFFER TO DEDICATE" RECORDED OCTOBER 5, 1973 AS INSTRUMENT NO. 4335 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY. SAID OFFER TO BE TERMINATED IS NOT SHOWN ON THIS MAP.

_____
ROCHELLE SCOTT DATE
ACTING CITY CLERK, CITY OF PALMDALE

LOS ANGELES COUNTY CERTIFICATIONS AND SEALS

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON THE MAP OF TRACT NO. 69651 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

_____
DEPUTY DATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

_____
DEPUTY DATE

SCALE 1" = 200'

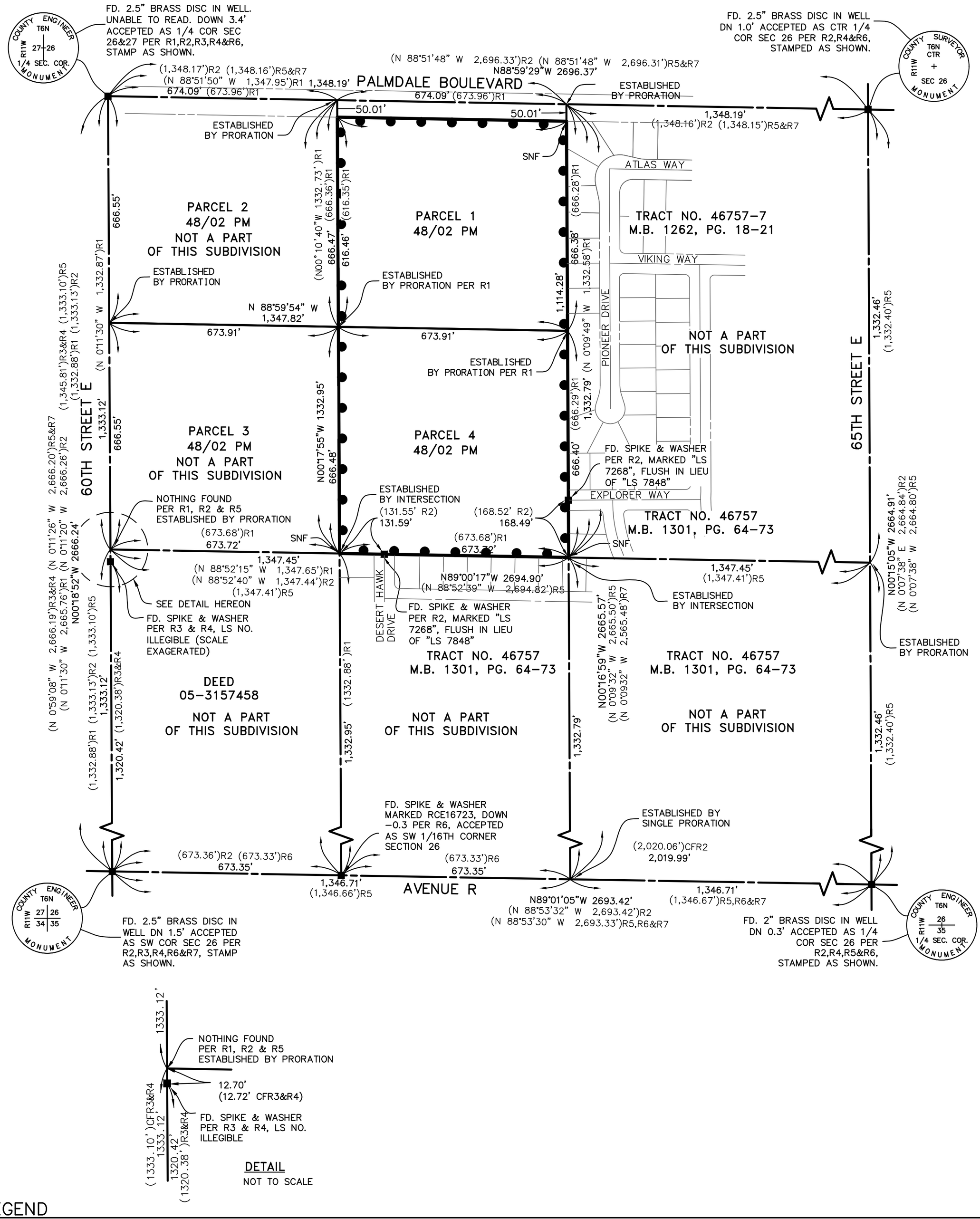
TRACT NO. 69651

SHEET 3 OF 7

IN THE CITY OF PALMDALE,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

STANTEC

SURVEY DETAIL AND INDEX MAP



DETAIL
NOT TO SCALE

LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- M – MEASURED
- CFR2 – CALCULATED FROM R2
- SNF – SEARCHED FOR, NOT FOUND
- ■ MONUMENT FOUND AS NOTED HEREON
- ◭ CONTINUOUSLY OPERATING REFERENCE STATION (CORS)

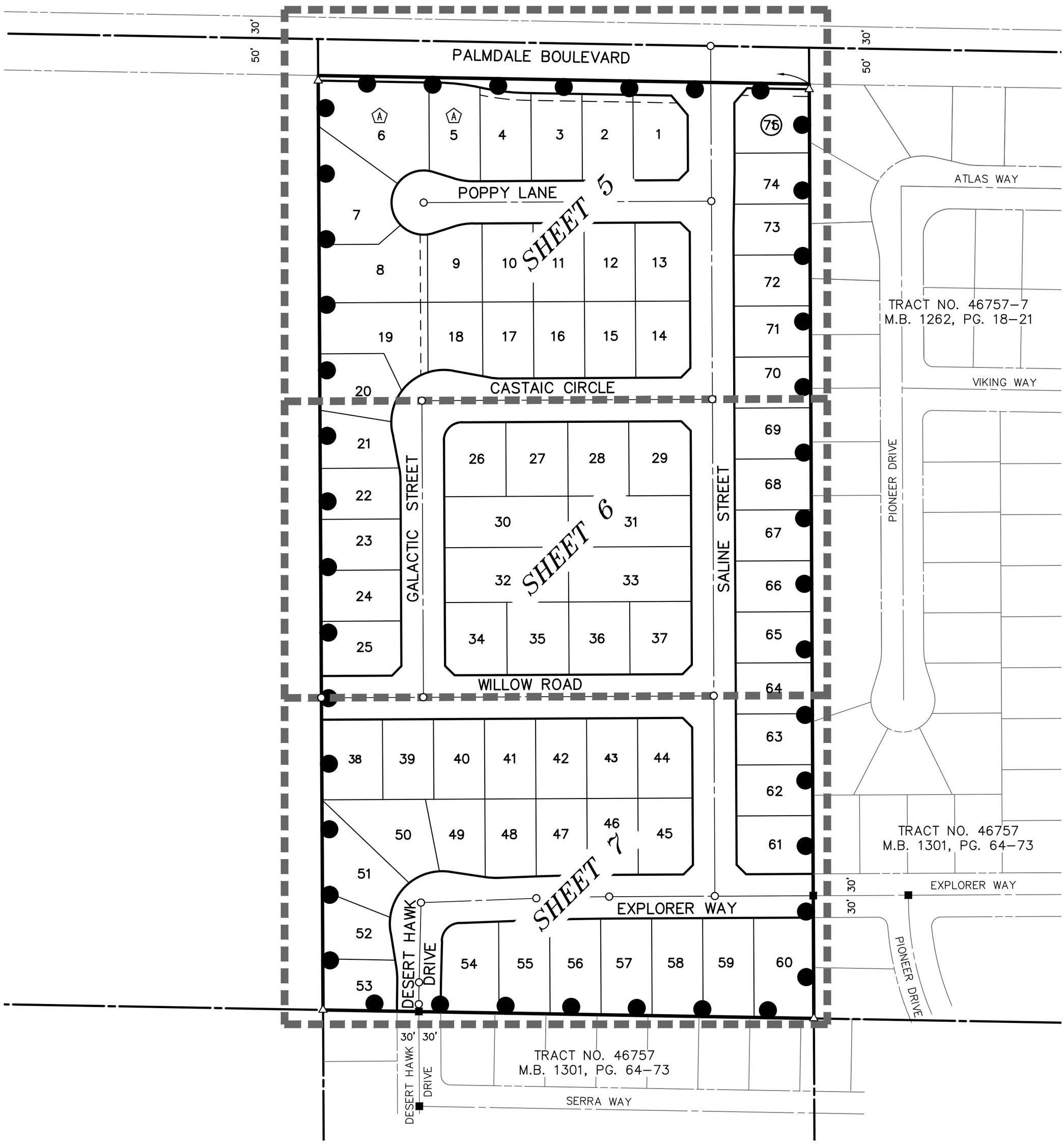
R1 – PARCEL MAP NO. 3831 (48PM02)
R2 – TRACT NO. 46757 (1301TR64)
R3 – TRACT NO. 54226 (1297TR11)
R4 – TRACT NO. 53199 (1288TR93)
R5 – TRACT NO. 46757-7 (1262TR18)
R6 – TRACT NO. 45705 (1142TR71)
R7 – PARCEL MAP NO. 21054 (228PM01)

SCALE: 1" = 100'

TRACT NO. 69651

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

STANTEC



LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

■ MONUMENT FOUND AS NOTED HEREON

○ 6" SPIKE AND WASHER TO BE SET, TAGGED "PLS 7553". SPIKES AND WASHERS SET IN PAVEMENT MUST BE SET DOWN 0.04'.

△ 2" IRON PIPE TO BE SET, TAGGED "PLS 7553". CENTERLINE INTERSECTIONS, EC'S. AND BC'S MUST HAVE A 6" SPIKE AND WASHER SET DOWN 0.04'.

LEAD AND TACK TO BE SET, TAGGED "PLS 7553", ON TOP OF CURB FOR ALL LOT LINE PROLONGATIONS. LEADS, TACKS AND TAGS WILL BE SET AT ALL LOT LINE PROLONGATIONS ON TOP OF CURB.

Ⓐ INDICATES LOT 5 AND LOT 6 TO THE CITY THE CITY OF PALMDALE IN FEE FOR DRAINAGE, LANDSCAPING AND MAINTENANCE PURPOSES.

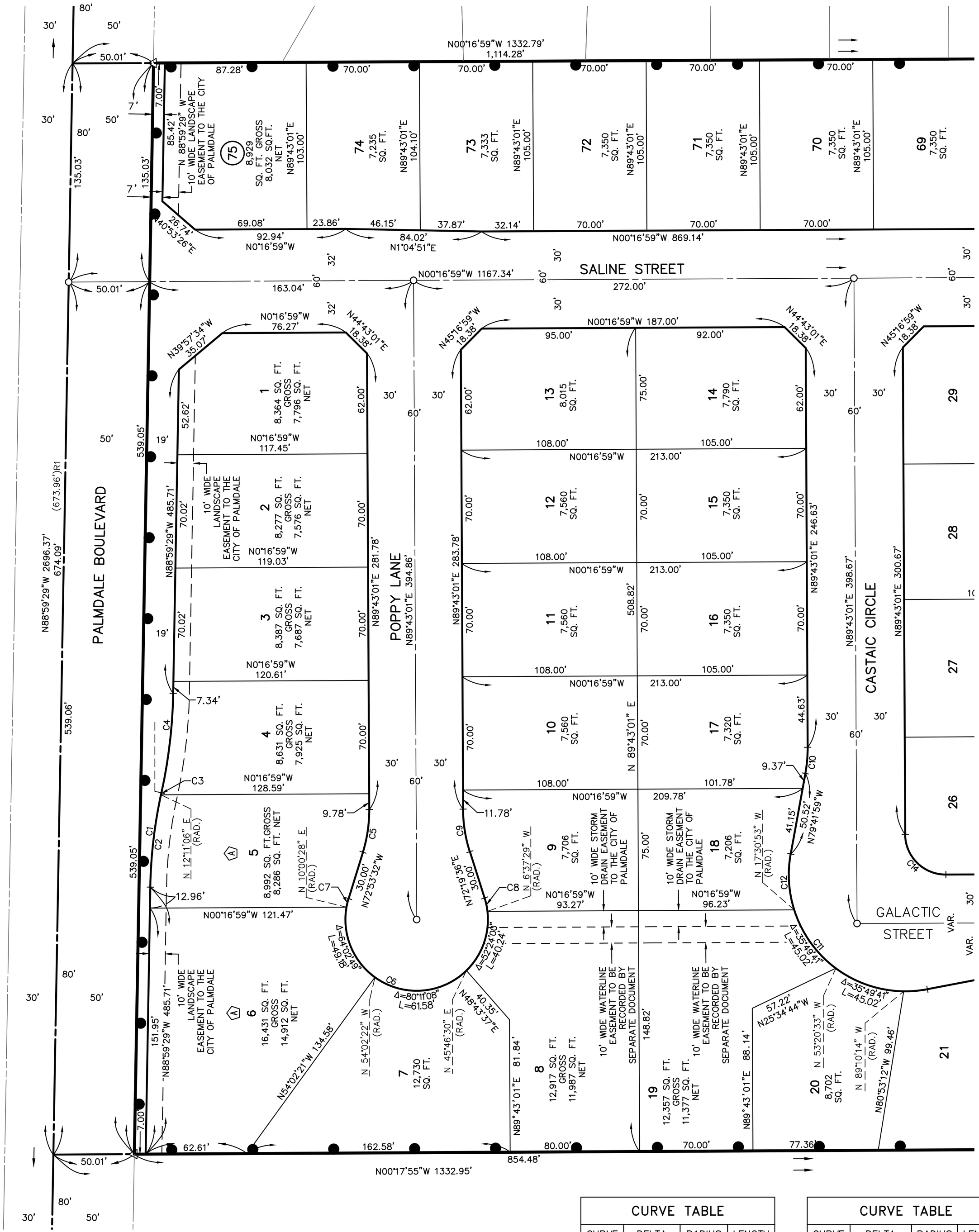
SCALE: 1"=40'

TRACT NO. 69651

SHEET 5 OF 7

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

STANTEC



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	11°25'16"	295.00'	58.80'
C2	11°10'35"	295.00'	57.54'
C3	0°14'41"	295.00'	1.26'
C4	11°25'16"	311.00'	61.99'
C5	17°23'25"	88.00'	26.71'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C6	214°46'41"	44.00'	164.94'
C7	7°05'55"	44.00'	5.45'
C8	11°02'49"	44.00'	8.48'
C9	17°23'25"	88.00'	26.71'
C10	10°35'00"	88.00'	16.25'
C11	111°10'00"	72.00'	139.70'
C12	27°48'54"	72.00'	34.95'

LEGEND

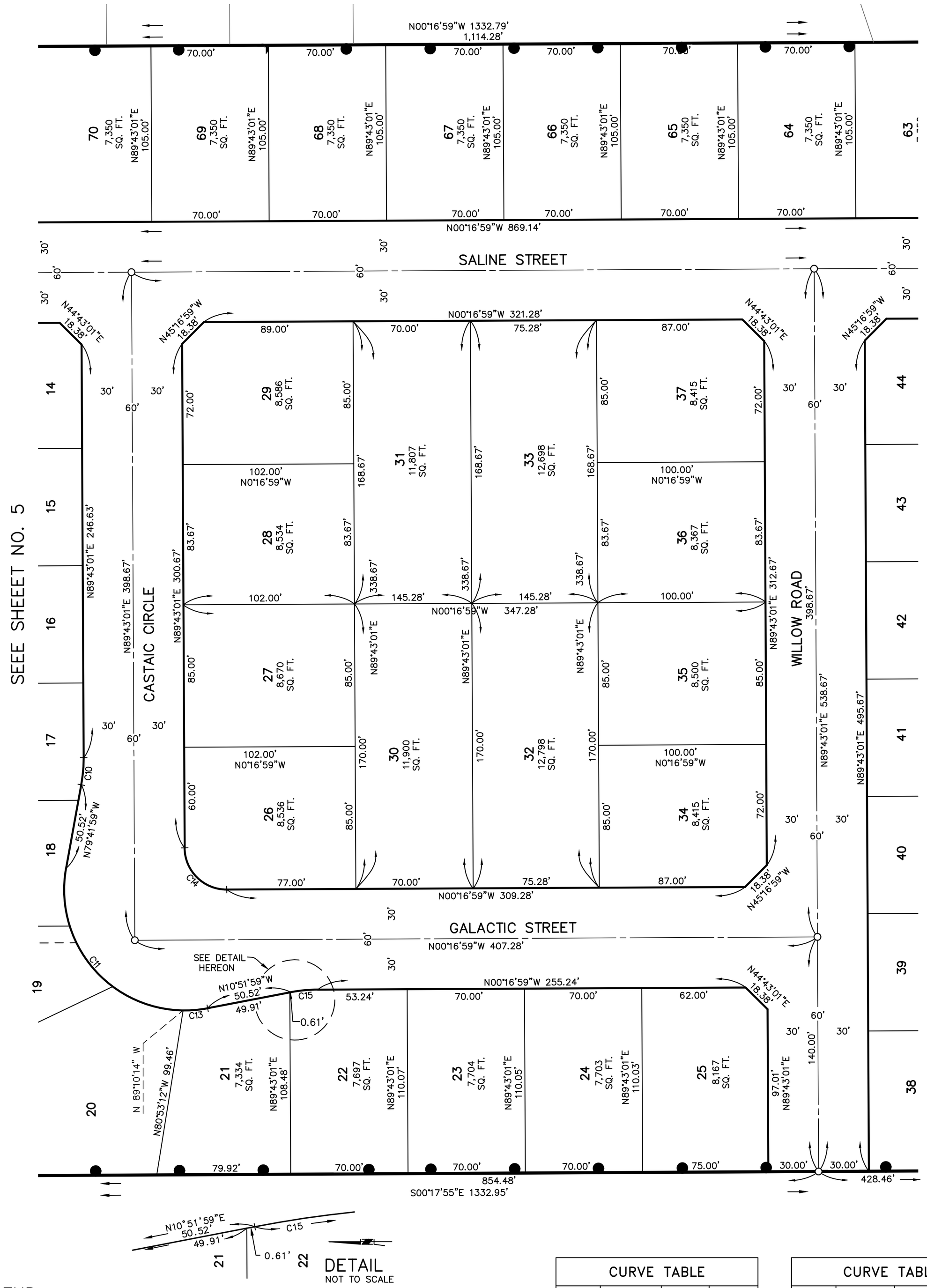
- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- ■ MONUMENT FOUND AS NOTED HEREON
- ○ 6" SPIKE AND WASHER TO BE SET, TAGGED "PLS 7553"
- △ 2" IRON PIPE TO BE SET, TAGGED "PLS 7553"
- LEAD AND TACK TO BE SET, TAGGED "PLS 7553", ON TOP OF CURB FOR ALL LOT LINE PROLONGATIONS
- (A) INDICATES LOT 5 AND LOT 6 TO THE CITY THE CITY OF PALMDALE IN FEE FOR DRAINAGE, LANDSCAPING AND MAINTENANCE PURPOSES.

SCALE: 1"=40'

TRACT NO. 69651

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

STANTEC



DETAIL
NOT TO SCALE

LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- ■ MONUMENT FOUND AS NOTED HEREON
- ○ 6" SPIKE AND WASHER TO BE SET, TAGGED "PLS 7553"
- △ 2" IRON PIPE TO BE SET, TAGGED "PLS 7553"
- LEAD AND TACK TO BE SET, TAGGED "PLS 7553", ON TOP OF CURB FOR ALL LOT LINE PROLONGATIONS

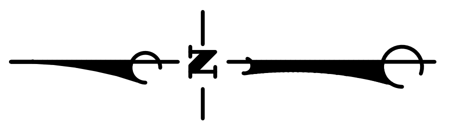
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C10	10°35'00"	88.00'	16.25'
C11	111°10'00"	72.00'	139.70'
C12	27°48'54"	72.00'	34.95'
C13	11°41'45"	72.00'	14.70'
C14	90°00'00"	25.00'	39.27'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C15	10°35'00"	88.00'	16.25'

SCALE: 1"=40'

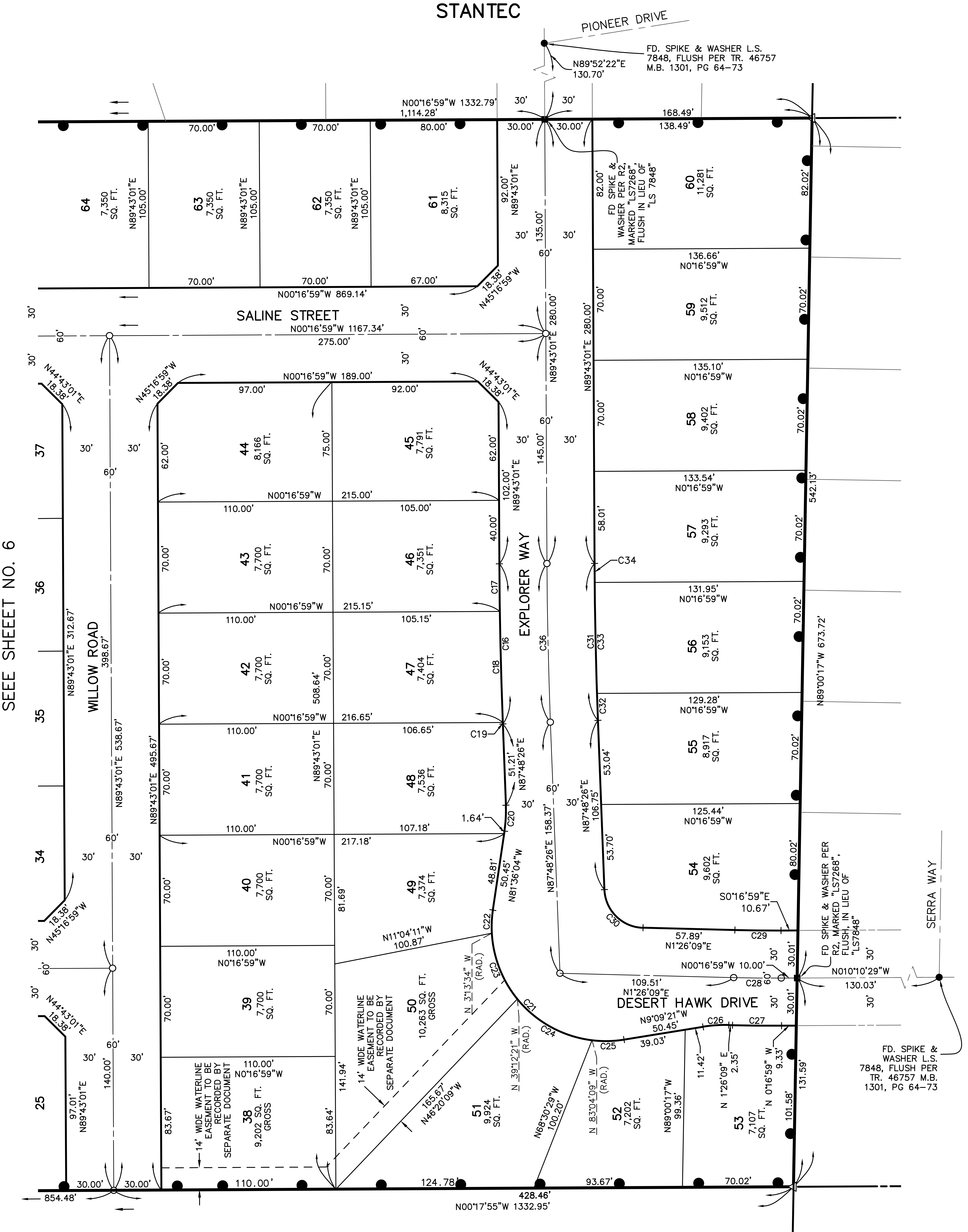
TRACT NO. 69651

SHEET 7 OF 7



IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

STANTEC



LEGEND

- ●—● INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- MONUMENT FOUND AS NOTED HEREON
- ■ 6" SPIKE AND WASHER TO BE SET, TAGGED "PLS 7553"
- ○ 2" IRON PIPE TO BE SET, TAGGED "PLS 7553"
- △ LEAD AND TACK TO BE SET, TAGGED "PLS 7553", ON TOP OF CURB FOR ALL LOT LINE PROLONGATIONS

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C16	1°54'35"	3030.00'	101.00'
C17	0°34'02"	3030.00'	30.00'
C18	1°19'26"	3030.00'	70.02'
C19	0°01'07"	3030.00'	0.98'
C20	10°35'30"	88.00'	16.27'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C21	107°33'17"	72.00'	135.16'
C22	11°37'30"	72.00'	14.61'
C23	35°58'48"	72.00'	45.21'
C24	43°51'47"	72.00'	55.12'
C25	16°05'13"	72.00'	20.22'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C26	10°35'30"	88.00'	16.27'
C27	1°43'08"	1030.00'	30.90'
C28	1°43'08"	1000.00'	30.00'
C29	1°43'08"	970.00'	29.10'
C30	86°22'17"	25.00'	37.69'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C31	1°54'35"	2970.00'	99.00'
C32	0°19'40"	2970.00'	16.99'
C33	1°21'02"	2970.00'	70.01'
C34	0°13'53"	2970.00'	11.99'
C36	1°54'35"	3000.00'	100.00'

City Council Staff Report

DATE: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE SERVICE AGREEMENT FOR A DIGITAL DIVIDE STUDY WITH NUTTER CONSULTING IN THE AMOUNT OF $140,000 FOR AT TERM OF SIX (6) MONTHS**

ISSUE

Approve service agreement for a digital divide study with Nutter Consulting in the amount of $140,000 for a term of six (6) months.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8413 with Nutter Consulting for service agreement in the amount of $140,000.

2. Authorize the City Manager or her designee to execute Agreement No. A-8413, with Nutter Consulting, including non-substantive changes.

BACKGROUND

The City of Palmdale applied for the California Public Utilities Commission's (CPUC) Local Agency Technical Assistance (LATA) Grant in October 2022. The CPUC awarded the City of Palmdale a total of $325,000 to perform a Digital Equity Study along with subsequent programs based on its recommendations. The grant estimated that the study could cost up to $150,000. The City of Palmdale accepted the LATA grant on February 15, 2023.

DISCUSSION

The Digital Equity Study is intended to survey the community on how connected residents are to the internet. The plan will determine what might impede people from accessing the internet and how best to help them. Accessibility is important, and lack of it can be for a variety of reasons, such as education, training, lack of proper equipment and affordability. The study will pinpoint the root causes for the lack of access, so that we may be able to better serve our community and provide programs that are of true value to our residents. The study will include a robust community outreach approach such as workshops, surveys, and quality engagements with the residents of the City.

The deliverable from this study will include a final report, summary of data and an interactive and user-friendly dashboard. Nutter Consulting proposed to do the Digital Equity Study in nine (9) months; however, staff is working with them to try to accelerate it to six (6) months.

A Request for Proposal was re-released publicly on Planet Bids in April and was sent to a substantial list of vendors. Staff received four (4) qualification and cost proposal packages. An evaluation committee reviewed each proposal, and the most qualified consultant was chosen based upon the following criteria:

Criteria	Maximum Score
Proof of Successful Past Performance and Experience: • Demonstrated present and past work record performance of Digital Equity Study. • Reference Responses (Comments from references regarding Respondent's responsiveness to customer requirements, compliance with the contract terms, conditions, and products and work quality).	30 Points Maximum
Proposer's ability to perform general and specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. Project timeline and associated milestones are fair and reasonable. • Key Personnel Resumes – experience of key staff on comparable projects, or in performing comparable services	15 Points Maximum
Cost Proposal. Mathematically calculated based upon the reasonableness of the cost or price proposed for services. Competitiveness of the price with the other proposals received and least amount of risk. Completeness and adequacy of data in support of the figures quoted, and the basis on which prices are quoted.	15 Points Maximum
Technical, Plan, & Scheduled Approach. • Demonstrate the company's ability to deliver the requirements of this RFP. The overall quality of the proposed plan for performing the required services and the demonstration of a clear understanding of the project. • Quality of RFP response is based on the overall quality and presentation of the proposer's response documents. Responses that are complete, organized and provide all relevant materials to properly evaluate the response and the company. • Understanding of digital equity and the project in general • Project schedule • QA/QC guarantees • Able to change budget or scope based on the Cities needs in a reasonable time and manner. • Bi-monthly updates of the project and outreach attempts. • Approach to the project	40 Points Maximum

Criteria	Maximum Score
TOTAL POINTS MAXIMUM 100	

Staff evaluated all proposals and determined that Nutter Consulting was the most qualified applicant for the project. This was based on their well-rounded approach and prior experience working with other cities and companies providing similar studies.

FISCAL IMPACT

This project is funded in Account No G0157241-724525-2104, with a current balance of $325,000.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

B. Implement and administer environmentally sustainable programs.

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

ATTACHMENTS

Agreement No. A-8413 Consulting Services Agreement

AGREEMENT NO. A-8413
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND NUTTER CONSULTING

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 NUTTER CONSULTING (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:

1. Kickoff Meeting
One kickoff meeting to formally share a project approach, start date, and roles of all team members.

2. Project Management Plan
Nutter Consulting will development a Project Management Plan.

The PMP will include the following:

A project schedule.
A work plan to complete the study in nine months
Introduction of the project team members.
Deliverables strategy.
Bi-monthly check ins.
Notification procedures of any updates or changes in the schedule or deliverables that would affect the timeline.

3. Preliminary Findings
Nutter Consulting will provide a midway analysis of any outliers or concerning findings

that have arrived before the final report. This information will allow the City to move forward in the right direction as needed.

4. Bi-Monthly Check-ins
Nutter Consulting will provide bi-Monthly check-ins with City Staff via online or in person.

5. Thorough Surveys
Nutter Consulting will provide the following:

Surveys that have been reviewed by City Staff before deployment.
Paper surveys, they will be distributed by Nutter Consulting, City or community-based organizations.
A summary of findings and provide a summary report of the findings.
Produce Surveys in english and spanish to engage residents.

6. Community Outreach/ Engagement
Nutter Consulting will provide Outreach to communities can be via city events, town halls, and community events. If the City sees fit a town hall or open house can happen virtually.

Nutter Consulting will provide the following:

The City expects a minimum of four community outreach events.
One virtual focus group hosted by the City but facilitated by Consultant.
Targeted assessments can be done via workshops, forums, and focus groups. The assessments and should have a diverse range of participants.
The Consultant should produce a community engagement plan that they will implement with their goals, key messages, demographic analysis, and outreach methods.

7. Utilization of all available and relevant data
Nutter Consulting will use all available and relevant data to provide a thorough analysis of the City. The Consultant should use methods such as data cleaning, and data scraping.

8. Documentation of Feedback

9. Workshop Training
Nutter Consulting will provide education to City Staff and the community.

10. City Council Briefing
Nutter Consulting will attend at least 4 City Council briefings.

11. A Concise Final Report

12. A clear, interactive, and user-friendly dashboard

13. Access to graphs used in the dashboard separately.

14. SiFi Networks as part of their partnership with the City has requested the addresses of a maximum of ten (10) percent of City residential units that qualify for a discounted rate program. Consultants must aid City Staff with generating the proposed list of addresses.

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:

Melanie Nutter, Principal; Katherine Lee, Senior Associate; Emily Walsh, Consulting Fellow.

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 ONE (1) YEAR, 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 FOURTY THOUSAND dollars ($140000), payable as follows:

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:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

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

NUTTER CONSULTING:

SIGNATURE AREA

Melanie Nutter
Principal

ADDRESS FOR NOTICE:
NUTTER CONSULTING
3145 Geary Boulevard, #464
San Francisco, CA 94118

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
Interim City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
Acting City Clerk

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

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

MINUTES
CITY COUNCIL/SA/HA - 06/07/2023 - 5PM
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

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

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

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

PRESENT: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen, Christina Fraga-Saenz, Phil Denny.
ABSENT: Richard J. Loa.
Motion: Excuse the absence of Councilmember Loa.
Moved by Laura Bettencourt, seconded by Austin Bishop.

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

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

4) PRESENTATION

4.1) Mayor Bettencourt provided information on the immigrants that founded the City of Palmdale and a breakdown of city demographics. The Immigrant Heritage Month proclamation was presented to Bethany Hadlock, City of Palmdale Library Associate.

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

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

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

6) PUBLIC COMMENTS

The following individuals commented regarding an editor's letter in the AV Press: Diane, Rich Gallego, and Yul Gevargis.

Jason Zink commented on the sustainable transportation plan and other topics.

The following individuals commented on the Immigrant Heritage Month presentation and the City's budget: Xavier Flores and Felix Menendez.

The following individuals commented regarding the allocation of Measure AV funds, support of non-profit organizations, businesses, and the community:Juan Eduardo Medina, Erika Alonzo, Irma Hernandez, Marcos Alvarez, Julio Lopez, Vicky Ventura, Jacqueline Diaz, Karina Monzano, Omar Ruiz, Josefina Cruz, Alex Aldana, and Ruth Sanchez.

David Harris commented in support of firework booths and City leadership. Sylvia (NAACP) commented regarding the Rapid Re-housing Program.
Marsha Furman commented in support of safe and sane fireworks and in opposition to the public comment policy.

Mario Presents spoke regarding the People's Business, public comments, and other matters.

Michael Ross commented regarding the distribution of Measure AV funds and the Council code of conduct.

A motion was made and carried unanimously to close the public comments.

Interim City Attorney Curley provided clarification on the Public Comment Rules.

7) HOUSING AUTHORITY CONSENT CALENDAR

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.

7.2) Approve the minutes from the previous meeting.

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

Motion: Approve all items as listed on the Housing Authority Consent Calendar
Moved by Andrea Alarcón, seconded by Austin Bishop.

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

Mayor Bettencourt adjourned the Housing Authority at 6:23 p.m.

8) CONSENT CALENDAR

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

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.

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.

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.

Mayor Pro Tem Alarcón pulled this item for discussion. Mayor Bettencourt recused herself from this item.

Information Technology Manager Thompson presented the staff report and introduced Jesse Mund from Flock Group to answer questions. Discussion ensued regarding the product features offered to the City, placement of cameras, storage of data, implementation plan, access of information, Amber Alert situations, and privacy of citizens.

There was Council consensus to continue this item to a meeting in July.

Mayor Bettencourt returned to the dais.

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.

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

Mayor Pro Tem Alarcón pulled this item for discussion. Business License Coordinator Andrews provided a PowerPoint presentation. Mayor Bettencourt encouraged citizens to use Safe and Sane fireworks in permitted areas. Mayor Pro Tem Alarcón spoke in support of the non-profits.

Motion: Approval of 36 Fireworks booth permits for non-profit organizations.
Moved by Andrea Alarcón, seconded by Austin Bishop.

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

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.

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.

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.

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.

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.

Mayor Pro Tem Alarcón pulled this item for discussion. City Traffic Manager Nelson and Darryl, of Kimley-Horn provided a detailed PowerPoint presentation. Mayor Pro Tem Alarcón spoke in support of this item. Mayor Bettencourt requested a meeting with City Traffic Manager Nelson regarding red light cameras. Councilmember Bishop inquired regarding federal and state grant funding and the school traffic issue. Discussion ensued regarding school traffic.

Motion: Adopt Resolution No. CC 2023-040
Moved by Andrea Alarcón, seconded by Austin Bishop.

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

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.

Mayor Pro Tem Alarcón pulled this item for discussion. City Engineer Padilla presented the staff report. Mayor Pro Tem Alarcón asked questions regarding the analysis, and City Engineer Padilla stated software was used to find the worst roadways.

Motion: Adopt Resolution No. CC 2023-034
Moved by Austin Bishop, seconded by Laura Bettencourt.

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

8.13) Approve the minutes from the previous meeting. May 17, 2023 - CC/SA/IDA/PAA/PCA/PFA
City Manager's Office - City Clerk Department

Motion: Approve all items listed on the Consent Calendar 8.4, 8.6, 8.11, 8.12
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

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

9) NEW BUSINESS

9.1) Presentation of the City’s Homelessness Plan Update.

Director of Neighborhood Services Reyes provided a detailed PowerPoint presentation. Council spoke in support of the City's Homelessness Plan and other outside organizations that provide resources.

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

City Manager Perez provided an update on the meeting with Caltrans and the relinquishment process.

Mayor Pro Tem Alarcón recommended that the Council authorize Caltrans to move forward with the ADA Ramp and Gap Closure Sidewalk Project and explore the opportunity to advance funding for the second pavement project that is six (6) years out.

Council discussion ensued regarding the legislative process, designation of Palmdale Boulevard, benefits of taking over Palmdale Boulevard, liability and exposure to the City, and ongoing maintenance of Palmdale Boulevard.

Council directed staff to bring back a report in 60 to 90 days regarding the proposed use of Palmdale Boulevard.

Authorize City Manager Perez to direct Caltrans to move forward with the ADA Ramp and Gap Closure Project.

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.

All reports were attached for the public to view.

11) CITY COUNCIL ANNOUNCEMENTS AND REQUESTS FOR NEW AGENDA ITEMS

Mayor Pro Tem Alarcón requested the following:

- Add an item to the Joint Palmdale/Lancaster agenda regarding establishing a satellite Community Assistance, Recovery and Empowerment (CARE) Court office in the Antelope Valley.

12) CITY MANAGER'S REPORT

City Manager Perez reported the following: The City will be celebrating Flag Day on Wednesday, June 14 from 12 - 12:30 pm; Juneteenth event will be held at Poncitlan Square on June 19th; Summer Concert series in July, AV Taco Festival, and Yellen Park groundbreaking on Friday, June 8.

13) PRESENTATION BY CITY ATTORNEY

Interim City Attorney Curley announced items were properly agendized. He spoke in support of City Manager Perez.

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

Interim City Attorney Curley reported the Council was updated and there were no reportable actions.

15) ADJOURNMENT 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.

Mayor Bettencourt adjourned the meeting at 8:30 p.m., in honor of Kamal Al-Khatib a great community mentor and faith leader, to June 21, 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 12th day of July 2023.

_____
Laura Bettencourt, Mayor

ATTEST:

_____
Rochelle Scott, Acting City Clerk

City Council Staff Report

DATE: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS**

DISTRICT: **1 & 2**

SUBJECT: **ADOPT RESOLUTION NO. CC 2023-028, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2023/2024 FOR THE CITY OF PALMDALE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1 AND NO. 2006-02**

ISSUE

Adopt Resolution No. CC 2023-028, a Resolution of the City Council of the City of Palmdale approving the Engineer's Report and the continuation of the levy and collection of assessments for Fiscal Year 2023/2024 for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02.

RECOMMENDATION

Staff recommends that the City Council hold a public hearing to accept public testimony and adopt Resolution No. CC 2023-028.

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, the assessment engineer, 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.

On June 7, 2023, the City Council took the second step in the process by adopting Resolution No. CC 2023-026, which provided the intention to continue the assessments for Fiscal Year 2023/2024, preliminarily approved the Engineer's Report prepared by NBS, and established the date, time, and place of a public hearing to receive testimony regarding the continued assessments to be placed on Los Angeles County tax rolls.

The City Council will conduct the third and final step by holding the Public Hearing regarding the final approval of the Engineer's Report and the ordering of the levies for Fiscal Year 2023/2024. Following the Public Hearing, the City Council will consider adoption of Resolution No. CC 2023-028, which approves the Engineer's Report for Fiscal Year 2023/2024 for the Drainage Benefit Assessment Districts No. 1 and No. 2006-02, and the continuation of the levy and collection of assessments by placing them on the Los Angeles County tax rolls.

The 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 Engineer's Report establishes the important foundation and justification for the continued collection of the assessments for Fiscal Year 2023/2024.

FISCAL IMPACT

Levy amounts are included with the Engineer's Report, included as an attachment.

The Engineer's Report indicates the proposed assessments for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02. For Fiscal Year 2023/2024, the amount of the assessments is increased by 5.10%, based on the increase of the February 2022 - 2023 CPI of 5.10%. The proposed total assessment for the Drainage Benefit Assessment Districts No. 1 and No. 2006-02 for Fiscal Year 2023/2024 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, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, Interim City Attorney

ATTACHMENTS

1. Resolution No. CC 2023-028
2. Fiscal Year 2023/24 Engineer's Report For: Drainage Benefit Assessment Districts

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2023/2024 FOR THE CITY OF PALMDALE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1 AND NO. 2006-02

WHEREAS, on May 3, 2023, the City Council of the City of Palmdale adopted Resolution No. CC 2023-024, titled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING PREPARATION OF THE ANNUAL ENGINEER'S REPORT FOR THE CONTINUATION OF THE ANNUAL LEVY OF ASSESSMENTS AND DESIGNATING THE ENGINEER OF WORK FOR FISCAL YEAR 2023/2024 FOR THE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1, AND NO. 2006-02," whereby the City Council proposed the continuation of the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02 (the "Districts") pursuant to 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, Resolution No. CC 2023-024 designated NBS as Engineer of Work for purposes of these proceedings (the "Engineer of Work") and ordered the Engineer of Work to prepare an Engineer's Report (the "Report") in accordance with the Act and Article XIIID of the California Constitution; and

WHEREAS, the Report was duly made and filed with the City Clerk, and duly considered by this City Council and found to be sufficient in every particular, whereupon it was determined that the Report should stand as the Report for all subsequent proceedings under and pursuant to the aforesaid resolution, and that July 12, 2023 at the hour of 5:00 p.m. at the City Council Chambers located at 38300 Sierra Highway, Suite B, Palmdale, California, was appointed as the time and place for a hearing by this City Council on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

WHEREAS, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the continuation of the levy were fully heard and considered by this City Council, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this City Council thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment prepared by and made a part of the Report to pay the costs and expenses thereof.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The public interest, convenience and necessity require that the continuation of the levy be made.

SECTION 3. The land within the Districts will be specially benefited by the operation, maintenance, and servicing of drainage and appurtenant facilities, located in public places within the boundaries of the Districts.

SECTION 4. The parcels within the Districts are assessed to pay the costs of the improvements and expenses thereof, and the exterior boundaries thereof, are as shown by a diagram thereof filed in the office of the City Clerk, which diagram is made a part hereof by reference thereto.

SECTION 5. The City Council hereby orders the improvements to be maintained as set forth in the Report, which improvements are briefly described as follows: 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 6. The assessments are in compliance with the provisions of the Act and Article XIIID of the California Constitution, and the City Council has complied with all laws pertaining to the levy of annual assessments pursuant to the Act and Article XIIID of the California Constitution.

SECTION 7. Reference is hereby made to the Report for a full and detailed description of the improvements, the boundaries of the Districts, and the proposed assessments upon assessable lots and parcels of land within the Districts. The Report as a whole and each part thereof, to wit:

i. the estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith;

ii. the diagram showing the Districts, plans and specifications for the improvements to be maintained, and the boundaries and dimensions of the respective lots and parcels of land within the Districts; and

iii. the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the Districts in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance,

and of the expenses incidental thereto are finally approved and confirmed.

SECTION 8. Final adoption and approval of the Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the Report as hereinabove determined and ordered, is intended to and shall refer and apply to the Report, or any portion thereof as amended, modified, revised, or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this City Council.

SECTION 9. The assessment to pay the costs and expenses of the maintenance of the improvements for Fiscal Year 2023/2024 is hereby levied.

SECTION 10. Based on the oral and documentary evidence, including the Report, offered and received at the hearing, this City Council expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements in the amount of the assessment apportioned against the lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefit.

SECTION 11. Immediately upon the adoption of this resolution, but in no event later than August 10 following such adoption, the Engineer of Work shall file the assessment and a certified copy of this resolution with the Los Angeles County Auditor (the “Auditor”). Upon such filing, the Auditor shall enter on the Los Angeles County (the “County”) assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment.

SECTION 12. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Districts.

SECTION 13. The moneys representing assessments collected by County shall be deposited in the City Treasury to the credit of the special fund known as "Improvement Fund" previously established under the distinctive designation of each of the Districts. Moneys in the Improvement Fund shall be expended only for the maintenance, operation, and servicing of the drainage and appurtenant facilities for each of the Districts.

SECTION 14. The adoption of this resolution constitutes the continuation of the levy of assessments for the Fiscal Year commencing July 1, 2023 and ending June 30, 2024.

SECTION 15. This Resolution shall take effect immediately upon its adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and **ADOPTED** this 12th day of July, 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 12th day of July, 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

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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

John G. Egan, P. E.
Assessment Engineer 6/1/23



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.

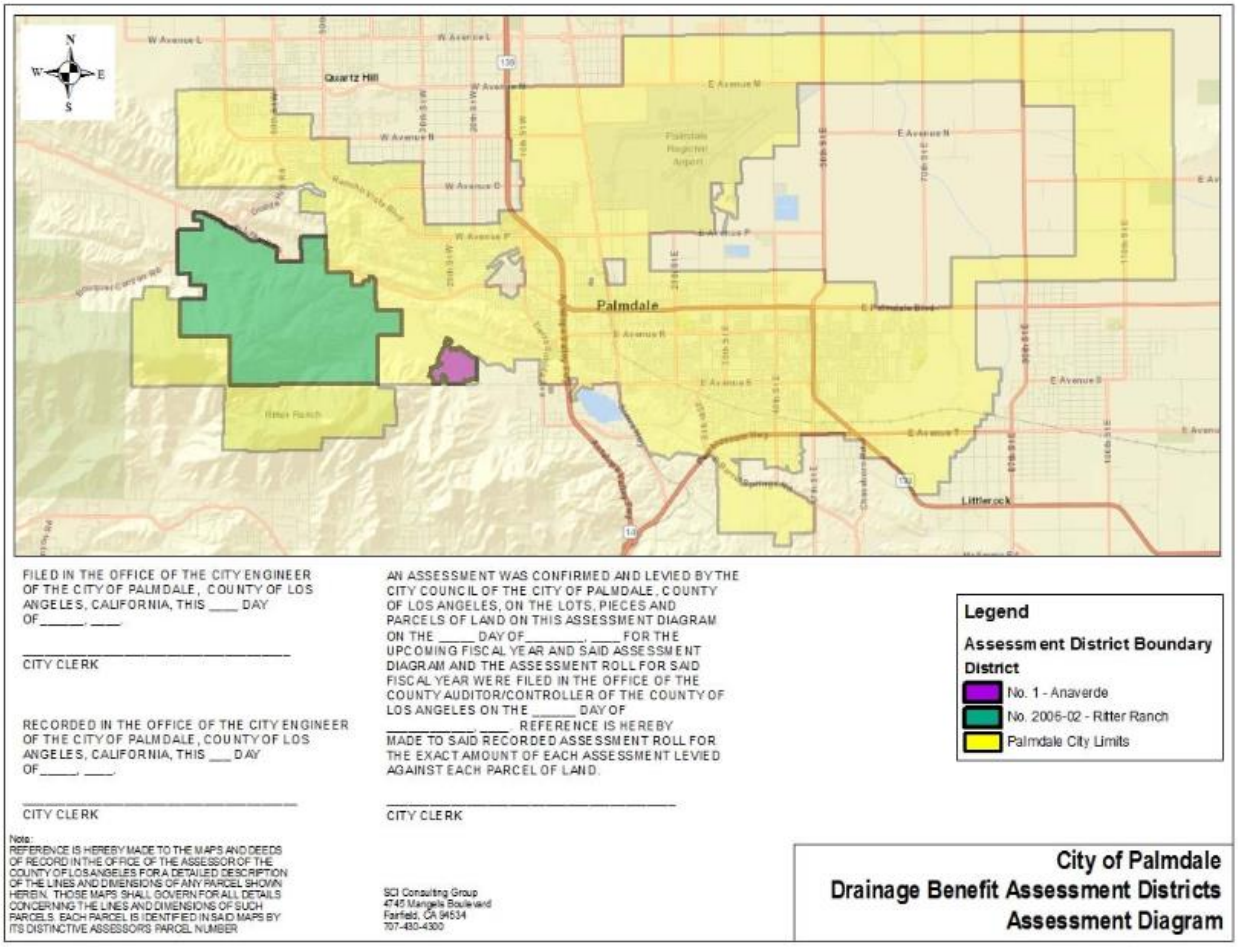
5.8 Appeals and Public Hearing

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: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2023-029, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2023/2024 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 2023-029, a Resolution of the City Council of the City of Palmdale approving the Engineer's Report and the continuation of the levy and collection of assessments for Fiscal Year 2023/2024 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 that the City Council hold a public hearing to accept public testimony and adopt Resolution No. CC 2023-029.

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 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.

On June 7, 2023, the City Council took the second step in the process by adopting Resolution No. CC 2023-027, which provided the intention to continue the assessments for Fiscal Year 2023/2024, preliminarily approved the Engineer's Reports prepared by NBS, and established the date, time, and place of a public hearing to receive testimony regarding the continued assessments to be placed on Los Angeles County tax rolls.

The City Council will conduct the third and final step by holding the public hearing regarding the final approval of the Engineer's Reports and the ordering of the levies for Fiscal Year 2023/2024. Following the public hearing, the City Council will consider adoption of Resolution No. CC 2023-029, which approves the Engineer's Report for Fiscal Year 2023/2024 for the Districts, and the continuation of the levy and collection of assessments by placing them on the Los Angeles County tax rolls.

The annual Engineer's Report contains 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 the Districts, identifying the methodology for assigning assessments to each parcel, and estimating the cost for improvements. The combined 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 Reports indicate 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, 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, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, Interim City Attorney

ATTACHMENTS

1. Resolution No. CC 2023-039
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 2023-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2023/2024 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, on May 3, 2023, the City Council of the City of Palmdale adopted Resolution No. CC 2023-029, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING PREPARATION OF THE ANNUAL ENGINEER'S REPORT FOR THE CONTINUATION OF THE ANNUAL LEVY OF ASSESSMENTS AND DESIGNATING THE ENGINEER OF WORK FOR FISCAL YEAR 2023/2024 FOR THE CITY OF PALMDALE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS, PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT, AND STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS," whereby the City Council proposed the continuation of 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"), pursuant to the Landscaping and Lighting Act of 1972, constituting Part 2 of Division 15 of the California Streets and Highways Code (the "Act"); and

WHEREAS, Resolution No. CC 2023-029 designated NBS as Engineer of Work for purposes of these proceedings (the "Engineer of Work") and ordered the Engineer of Work to prepare Engineer's Reports for the Districts (the "Reports") in accordance with the Act and Article XIIID of the California Constitution; and

WHEREAS, the Reports were duly made and filed with the City Clerk, and duly considered by this City Council and found to be sufficient in every particular, whereupon it was determined that the reports should stand as the Reports for all subsequent proceedings under and pursuant to the aforesaid resolution, and that July 12, 2023 at the hour of 5:00 p.m. at the City Council Chambers located at 38300 Sierra Highway, Suite B, Palmdale, California, was appointed as the time and place for a hearing by this City Council on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

WHEREAS, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be

heard, and all matters and things pertaining to the continuation of the levy were fully heard and considered by this City Council, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this City Council thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment prepared by and made a part of the Reports to pay the costs and expenses thereof.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The public interest, convenience and necessity require that the continuation of the levy be made.

SECTION 3. The parcels within the Districts will be specially benefited by the improvements and assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by the diagrams thereof filed in the office of the City Clerk, which diagram is made a part hereof by reference thereto.

SECTION 4. The City Council hereby orders the improvements to be maintained for the Districts, as set forth in the Reports and generally described in Exhibit A to this Resolution which Exhibit is, by this reference, incorporated herein.

SECTION 5. The assessments are in compliance with the provisions of the Act and Article XIIID of the California Constitution, and the City Council has complied with all laws pertaining to the levy of annual assessments pursuant to the Act and Article XIIID of the California Constitution.

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 proposed assessments upon assessable lots and parcels of land within the Districts. The Reports as a whole and each part thereof, to wit:

i. the estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith;

ii. the diagram showing the Districts, plans and specifications for the improvements to be maintained, and the boundaries and dimensions of the respective lots and parcels of land within the Districts; and

iii. the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the Districts in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance, and of the expenses incidental thereto are finally approved and confirmed.

SECTION 7. Final adoption and approval of the Reports as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the Reports as hereinabove determined and ordered, is intended to and shall refer and apply to the Reports, or any portion thereof as amended, modified, revised, or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this City Council.

SECTION 8. The assessment to pay the costs and expenses of the maintenance of the improvements for Fiscal Year 2023/2024 is hereby levied.

SECTION 9. Based on the oral and documentary evidence, including the Reports, offered and received at the hearing, this City Council expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements in the amount of the assessment apportioned against the lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefit.

SECTION 10. Immediately upon the adoption of this resolution, but in no event later than August 10 following such adoption, the Engineer of Work shall file the assessment and a certified copy of this resolution with the Los Angeles County Auditor (the “Auditor”). Upon such filing, the Auditor shall enter on the Los Angeles County (the “County”) assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment.

SECTION 11. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Districts.

SECTION 12. The moneys representing assessments collected by County shall be deposited in the City Treasury to the credit of the special fund known as "Improvement Fund" previously established under the distinctive designation of each of the Districts. Moneys in the Improvement Fund shall be expended only for the maintenance, servicing, construction, or installation of the improvements for Districts specified in the Reports.

SECTION 13. The adoption of this resolution constitutes the continuation of assessments for the Fiscal Year commencing July 1, 2023 and ending June 30, 2024.

SECTION 14. This Resolution shall take effect immediately upon its adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and **ADOPTED** this 12th day of July, 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 12th day of July, 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____ _____
Rochelle Scott, Acting City Clerk

EXHIBIT A
CITY OF PALMDALE
GENERAL DESCRIPTION OF THE IMPROVEMENTS

LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS: The improvements to be maintained are 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.

PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT: The City maintains park facilities in locations throughout its boundaries, which contain over 48,000 parcels. The Park Maintenance and Recreation Improvement District (the “Park 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 Acres), 38315 9th Street East
- Tejon Park Barrel Springs Equestrian Arena (20 Acres), East of Sierra Highway / South of Barrel Springs Road
- Pelona Vista Park (73 Acres), 37800 Tierra Subida Avenue
- Manzanita Heights Park (5 Acres), 431 Mesa Verde Street
- Arnie Quinones Park (2.5 Acres), 41003 50th Street West
- Desert Sands Park (20 Acres), 39117 3rd Street East
- Joe Davies Heritage Airpark at Palmdale Plant 42 (20 Acres), 2001 East Avenue P
- William J. McAdam Park & Pool (20 Acres), 38115 30th Street East
- Domenic Massari Park (40 Acres), 37716 55th Street East
- Sam Yellen Park (24.93 acres), Phase 1 completed (12 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 (7.5 Acres), 38226 10th Street East

- Legacy Commons (new Palmdale Senior Center opened 2010) (14,000 square feet), 930 E. Avenue Q-9
- Palmdale Senior Center Park (1 acre) park site between 9th Street East & 10th Street East and Q-9 & Q-10
- Dry Town Waterpark (7 acres), at Palmdale Oasis Park, 3850-B E. Avenue S
- Palmdale Oasis Recreation Center (17,500 square feet), 3850-A E. Avenue S
- Palmdale Oasis Park (33 acres), southwest corner of Avenue S and 40th Street East, 3850-A E. Avenue S
- Competition Swimming Pool at Palmdale Oasis Park, 3850-C E Avenue S
- Marie Kerr Park (57 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 Acres), (not developed, currently used for overflow parking), 2723 Rancho Vista Boulevard
- Dr. Robert C.17 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 Acres), Bolz Ranch / Town Center Road
- Palmenthol History Park (16.3 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)

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 amphitheatre, 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 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 work and 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.

- 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 the Act; (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 the Act; and (g) costs associated with any elections held for the approval of a new or increased assessment pursuant to the Act.

The assessment proceeds will be exclusively used for improvements within the Park 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.

STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS: The improvements to be maintained are briefly described as follows: installation, maintenance, and servicing of any authorized improvements under the Act, including, but not limited to streetlight, traffic signal, 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.

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

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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

John G. Egan, P. E.
Assessment Engineer

6/1/23



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

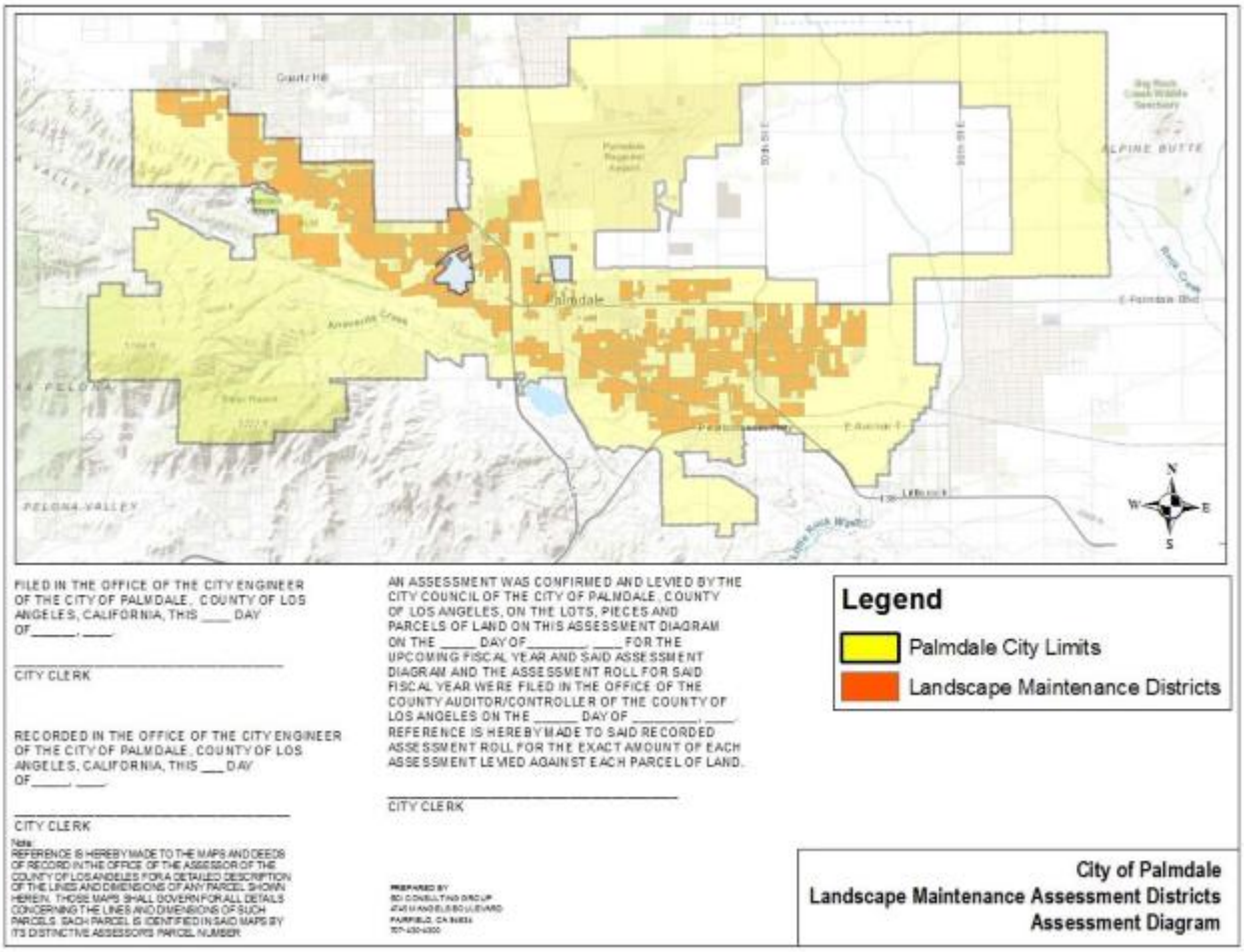
The Assessment Districts were formed or annexed in previous years. It is proposed that the assessments be continued every year after their formation or annexation, so long as the public improvements need to be maintained and improved, and the City requires funding for the improvements in each Assessment 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

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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

John G. Egan, P. E.
Assessment Engineer

6/1/23

REGISTERED PROFESSIONAL ENGINEER
JOHN G. EGAN
No. 14853
CIVIL
EXPIRATION DATE 8/31/25
STATE OF CALIFORNIA

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.

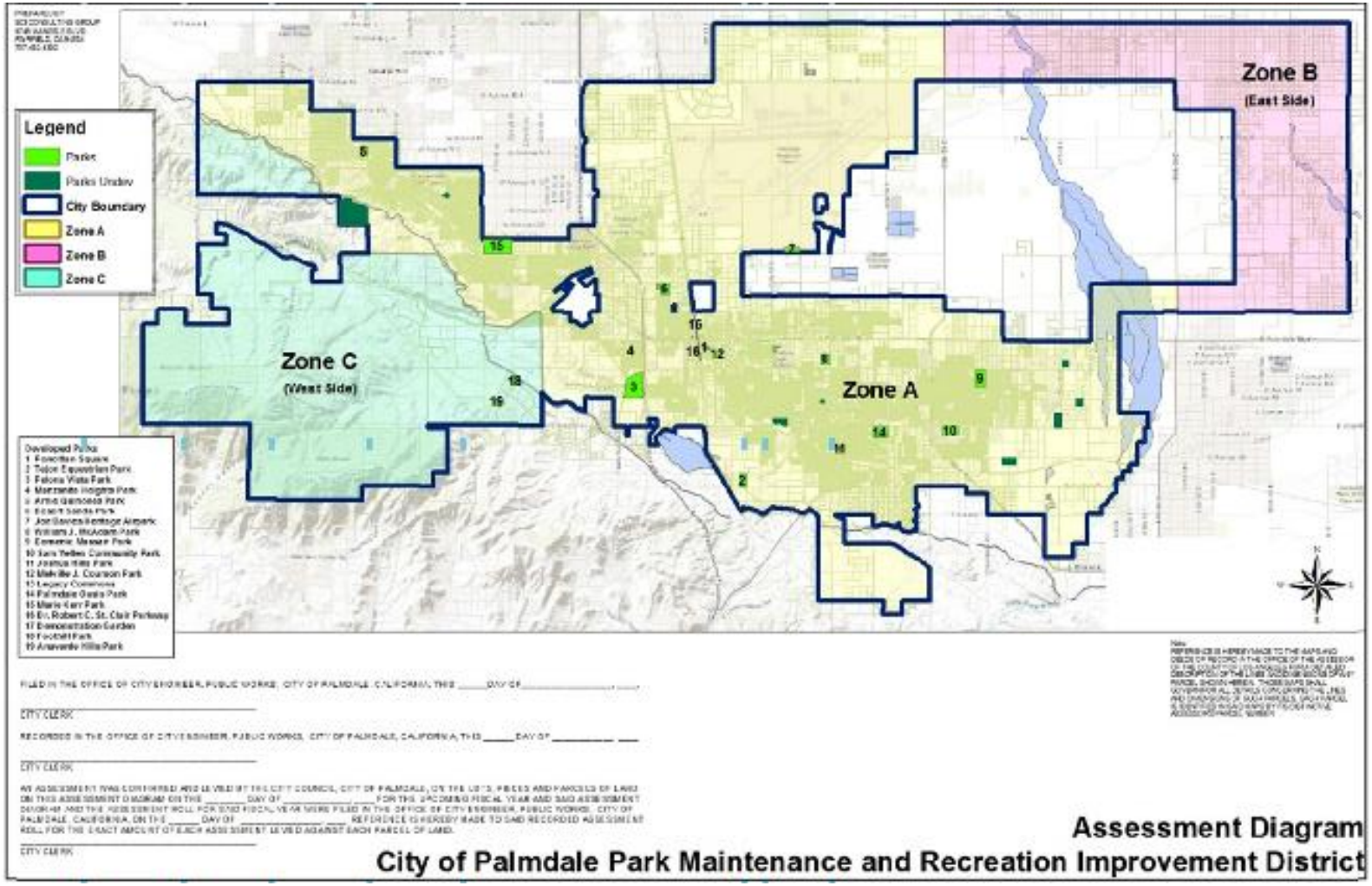
5.11 Appeals and Public Hearing

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:

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helping communities fund tomorrow

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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

John G. Egan, P. E.
Assessment Engineer

6/1/23



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.

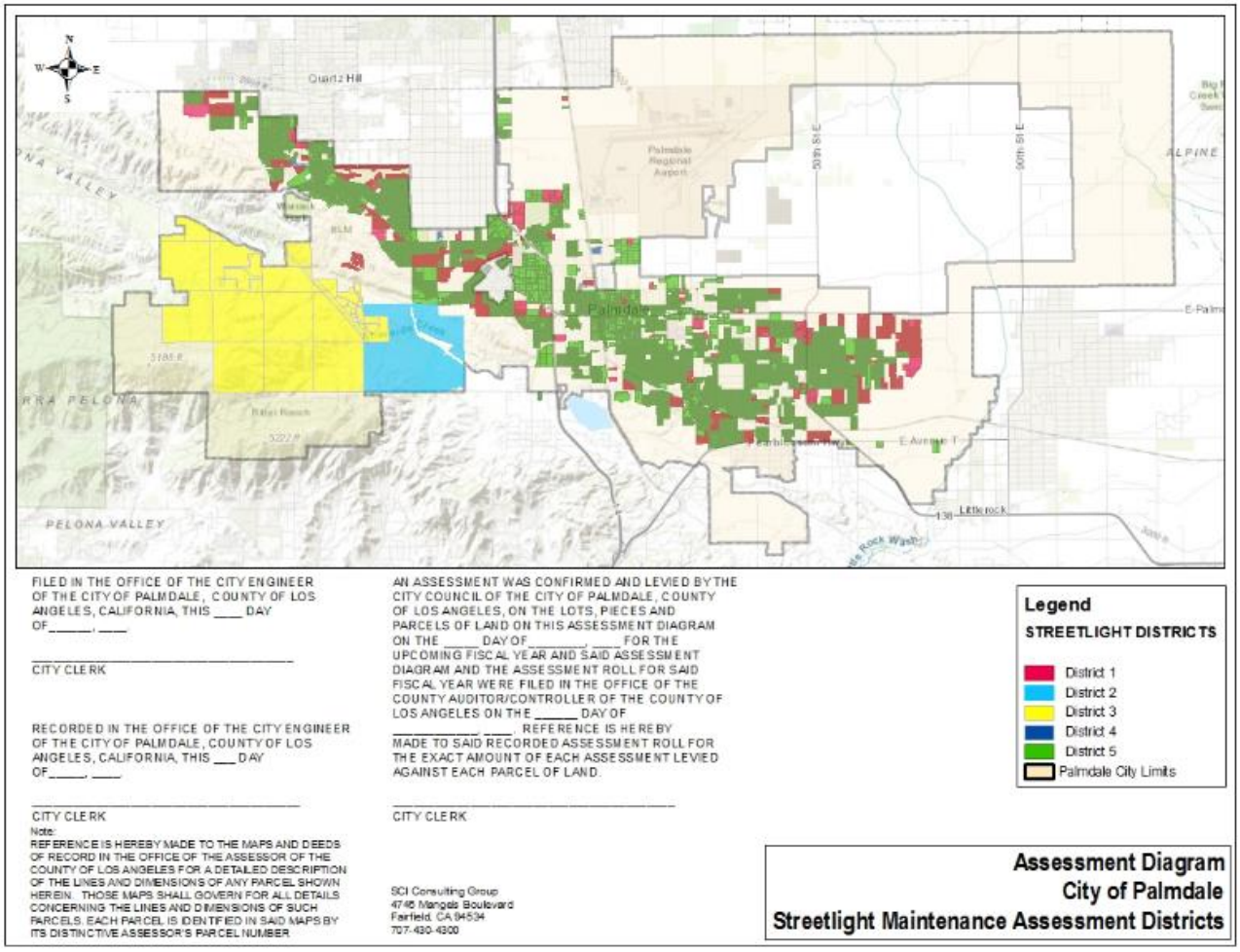
[13] *As detailed in the Annual Engineer's Report, City of Palmdale, Streetlight Maintenance Assessments Districts and Annexations, Fiscal Year 2020/21 dated April 2020 and approved by City Council on June 2, 2020.*

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: **JULY 12, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2023-030, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE UPDATING THE SEWER COLLECTION SERVICE CHARGE AND ORDERING THE CONTINUATION OF THE CHARGE FOR THE OPERATION AND MAINTENANCE OF THE PALMDALE SEWER COLLECTION SYSTEM FOR FISCAL YEAR 2023/2024**

ISSUE

Adopt Resolution No. CC 2023-030, a Resolution of the City Council of the City of Palmdale updating the Sewer Collection Service Charge and ordering the continuation of the charge for the operation and maintenance of the Palmdale sewer collection system for Fiscal Year 2023/2024.

RECOMMENDATION

Staff recommends that the City Council hold the public hearing to accept public testimony and adopt Resolution No. CC 2023-030.

BACKGROUND

In July 2009, the City took over maintenance and operation of the sewer collection system from the Consolidated Sewer Maintenance District (CSMD) of Los Angeles County. At that time, the City withdrew from CSMD and became responsible for the maintenance, operation, repair, rehabilitation, and replacement of the sewer collection system within the City boundaries. The City-owned collection facilities convey wastewater to trunk sewers and treatment facilities owned by Sanitation Districts #14 and #20 of Los Angeles County.

In order to fund the operation and maintenance of the sewer collection system, the City initiated notification and protest proceedings as specified in Section 53750 of the California State Government Code and Article XIII D of the California State Constitution. On June 18, 2008, the City Council held the public hearing. A majority of property owners did not present written protests, and therefore the City Council passed Resolution CC 2008-056 which adopted the Fee. Additionally, on June 18, 2008, the City Council adopted Ordinance 1353 adopting Chapter 13.05 of the Palmdale Municipal Code establishing a Sewer Collection Service Charge. On April 1, 2009, the City Council

adopted Ordinance 1361 amending Section 13.05.130 of Chapter 13.05 of the Palmdale Municipal Code.

In 2020, the City initiated a rate study to review the sewer collection service charges. The "Sewer Service Charge Analysis, Five Year Rate Proposal" (the "Rate Study") was completed by Bartle Wells Associates in April 2020. The Rate Study determined that the City currently receives sufficient revenues from the Fee to provide its sewer collection services, sewer related repairs, and capital projects. The analysis further states that the sewer enterprise fund is in good financial condition, and the Fee should continue to be applied unchanged at the rate of $103.63 per sewage unit for five years, from Fiscal Year 2020/21 to Fiscal Year 2024/25.

Today, the City Council will consider adoption of Resolution No. CC 2023-030, which orders the continuation of the levy of the Fee for Fiscal Year 2023/2024.

DISCUSSION

The City has worked with NBS to prepare the Fiscal Year 2023/2024 Sewer Collection Service Charge Report dated June 2023, which contains the methodology for determining the Fee and assigning it to each parcel, estimates the cost for operations and maintenance of the sewer collection system, and lists the rate of the Fee.

The City Council will hold a public hearing regarding the approval of the Fiscal Year 2023/2024 Sewer Collection Service Charge Report dated June 2023 and the ordering of the levy for Fiscal Year 2023/2024. Following the public hearing, the City Council will consider adoption of Resolution No. CC 2023-030, ordering the continuation of the charge for the operation and maintenance of the City's sewer collection system and the continuation of the levy and collection of the Fee on the Los Angeles County tax rolls.

FISCAL IMPACT

Details of the Fee are within the Fiscal Year 2023/2024 Sewer Collection Service Charge Report, dated June 2023, included as an attachment.

Approval of the Fee would result in revenues that would fund the maintenance and operation of the sewer collection system owned by the City for Fiscal Year 2023/2024. The Fee for Fiscal Year 2023/2024 is $103.63 per sewage unit, which is the same rate since Fiscal Year 2010/2011. The proposed total Fee for Fiscal Year 2023/2024 is $5,515,862.20.

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

ATTACHMENTS

1. Resolution No. CC 2023-030
2. Fiscal Year 2023/2024 Sewer Collection Service Charge Report

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE UPDATING THE SEWER COLLECTION SERVICE CHARGE AND ORDERING THE CONTINUATION OF THE CHARGE FOR THE OPERATION AND MAINTENANCE OF THE PALMDALE SEWER COLLECTION SYSTEM FOR FISCAL YEAR 2023/2024

WHEREAS, the City of Palmdale owns the local sewer system and requires sufficient fees and charges to fund the operation, maintenance and replacement of the sanitary sewer system; and

WHEREAS, on June 4, 2008, the City Council adopted Resolution No. CC 2008-056 approving the Sewer Fee Report for the Palmdale Sewer System Analysis, dated April 2008, to establish a Sewer Collection Service Charge to fund the collection, operation and maintenance of the Palmdale Sewer Collection System; and

WHEREAS, on June 18, 2008, the City Council adopted Ordinance 1353 adopting Chapter 13.05 of the Palmdale Municipal Code establishing a Sewer Collection Service Charge on all properties within the corporate limits of the City of Palmdale; and

WHEREAS, on April 1, 2009, the City Council adopted Ordinance 1361, amending Section 13.05.130 of Chapter 13.05 of the Palmdale Municipal Code relative to sewer collection service charges and clarifying certain sewage units in Section 13.05.130, Table A, to correct some errors in the number of sewage units for designated land uses; and

WHEREAS, in April 2020, the City prepared a Sewer Rate Study to review the Sewer Collection Service Charge, which determined that the sewer service charge rate of $103.63 per sewer unit, applied since Fiscal Year 2010/2011, provides sufficient revenue to fund the operations and maintenance of the sewer collection system and sewer related repairs and expansion as required, and therefore determined the sewer service charge rate should continue to be applied unchanged for the next five years, from Fiscal Year 2020/2021 to Fiscal Year 2024/2025; and

WHEREAS, City staff will submit an annual report each fiscal year determining the actual amount of sewer service charges to be levied and shall submit such annual report to the City Council for approval. After which, the sewer service charges may be levied and collected in the manner as set forth in Ordinance No. 1353, and Ordinance No. 1361.

WHEREAS, on July 12, 2023 at the hour of 5:00 p.m. at the City Council Chambers located at 38300 Sierra Highway, Suite B, Palmdale, California, a public

hearing was conducted by this City Council on the question of the levy of the proposed sewer service charge, notice of which hearing was given as required by law.

WHEREAS, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the continuation of the levy were fully heard and considered by this City Council, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this City Council thereby acquired jurisdiction to order the levy and the confirmation of the sewer service charge prepared by and made a part of the Fiscal Year 2023/2024 Sewer Collection Service Charge Report dated June 2023.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council of the City of Palmdale hereby finds that the public interest and convenience requires the continued maintenance and operation of the Palmdale Sewer System improvements within the City of Palmdale's boundaries.

SECTION 3. The sewer service charges as set forth in the Fiscal Year 2023/2024 Sewer Collection Service Charge Report dated June 2023, or as modified, are hereby approved, confirmed, and adopted by the City Council.

SECTION 4. The sewer service charge rates shown in Ordinance No. 1353 for Fiscal Years 2008/2009, 2009/2010, and 2010/2011 are the maximum sewer service charge rates allowed for these years, and the sewer charge applied for Fiscal Year 2023/2024 is the same as the sewer service charge rate approved since Fiscal Year 2010/2011, as justified by the Fiscal Year 2023/2024 Sewer Collection Service Charge Report dated June 2023.

SECTION 5. The adoption of this Resolution constitutes the continuation of the levy of the sewer service charge rate of $103.63 per sewage unit for benefiting parcels for the operation and maintenance of the Palmdale Sewer Collection System for the Fiscal Year commencing July 1, 2023 and ending June 30, 2024.

SECTION 6. The amount of sewer service charges to be assessed for the expenses of the maintenance, operation, and service, as described in the Fiscal Year 2023/2024 Sewer Collection Service Charge Report dated June 2023, Ordinance No. 1353, and Ordinance No. 1361, shall be collected at the same time and in the same manner as Los Angeles County taxes are collected. Sewer service charge revenue shall be disbursed and expended for the maintenance, operation, and service of the Palmdale Sewer Collection System, all as described in the annual Fiscal Year 2023/2024 Sewer Collection Service Charge Report and in Ordinance No. 1353.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution and shall file a certified copy with the Los Angeles County Auditor.

PASSED, APPROVED and **ADOPTED** this 12th day of July, 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 12th day of July, 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____ _____
Rochelle Scott, Acting City Clerk

CITY OF PALMDALE

Fiscal Year 2023/24 Sewer Fee Report For:

Sewer Collection Service Charge

June 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

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1. INTRODUCTION

1.1 Background

In July 2009, the City of Palmdale (the "City") took over the maintenance and operation of the sewer collection system from the Consolidated Sewer Maintenance District (CSMD) of Los Angeles County. At that time, the City withdrew from the CSMD and became responsible for the maintenance, operation, repair, rehabilitation, and replacement of the sewer collection system within the City's boundary. The City-owned collection facilities convey wastewater to trunk sewers and treatment facilities owned by Sanitation Districts #14 and #20 of Los Angeles County.

In order to fund the operation and maintenance of the sewer collection system, the City initiated notification and protest proceedings as specified in Section 53750 of the California State Government Code and Article XIII D of the California State Constitution. Notices were mailed to property owners in areas currently served by the municipal sewer system or likely to be served by the municipal sewer system in the future. The notice explained the reason for the proposed Sewer Collection Service Charge (the "Fee"), the method by which the Fee is calculated, and the rates for Fiscal Years 2008/09, 2009/10, and 2010/11. The notice also included the time, date, and place of a public hearing for the Fee, and instructions that property owners could file written protests against implementation of the Fee. The notice specified that if a majority of property owners filed written protests, the Fee would not be charged.

On June 18, 2008, the City held the public hearing. A majority of property owners did not present written protests, and therefore the City passed Resolution CC 2008-082 which adopted the Fee.

In 2020, the City ordered a rate study to evaluate the sewer collection service charges for the next five fiscal years. The "Sewer Service Charge Analysis, Five Year Rate Proposal" (the "Rate Study") was completed by Bartle Wells Associates in April 2020. The Rate Study shows that the City currently receives enough revenues from the Fee to provide its sewer collection services, sewer related repairs, and capital projects. The Rate Study analysis further states that the sewer enterprise is in good financial condition, and an increased rate above the current rate of $103.63 per sewage unit is not anticipated for five years.

The Fee funds only the maintenance and operation of the sewer collection system within the City and does not fund the maintenance and operation of either the trunk sewers or wastewater treatment facilities.

1.2 Process for Annual Fee

The resolution adopting the Fee specified that a written report shall be filed annually with the City Clerk, which contains a description of each parcel of real property receiving the Fee and the amount of the charge for each parcel for the year, computed as described by the resolution.

The City Clerk shall give notice of the filing of the written report, and of the time and place of the public hearing thereon. The City Council shall hear and consider all objections or protests, if any. Upon conclusion of the hearing, the City Council may adopt, revise, change, reduce or modify any charge or overrule any or all objections and shall make its determination upon each charge as described in said report.

The Fee is collected at the same time and in the same manner as County taxes. The Fee roll is submitted each year to the Los Angeles County Auditor in August for inclusion on the Los Angeles County property tax bill.

1.3 Legislative Context

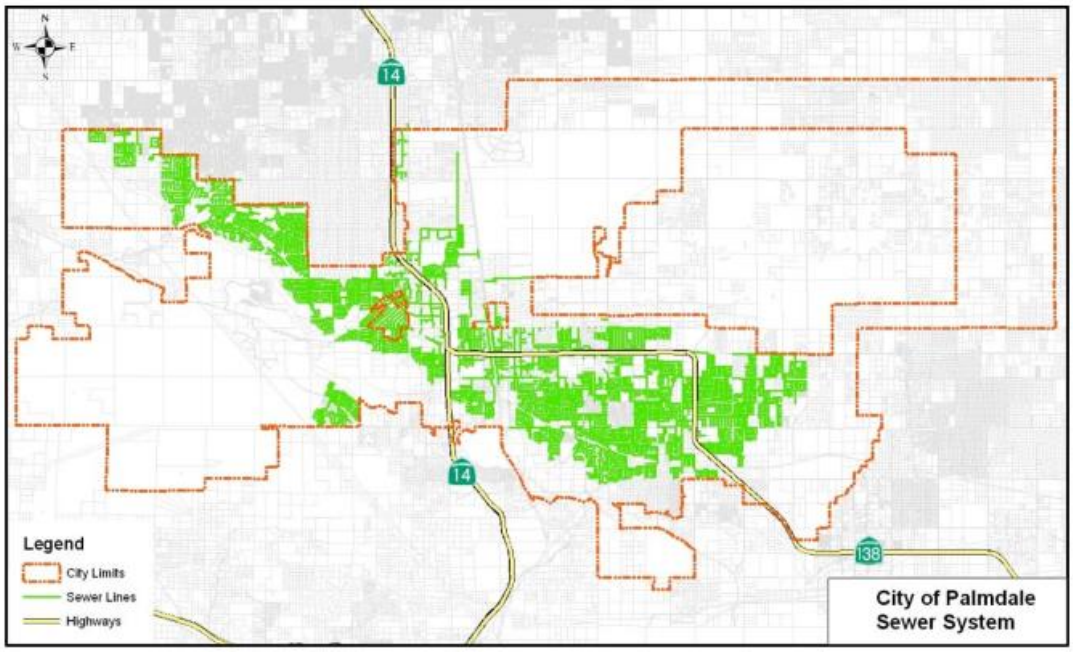
In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D, Section 6, specifically describes property related fees.

Proposition 218 provides for property-related fees to be levied to fund the cost of providing services, including sewer service, to property. Proposition 218 describes a number of important requirements, including property-owner notification and public hearings, for the imposition, increase, and extension of fees, and these requirements are satisfied by the process used to establish this Fee.

2. PLANS AND SPECIFICATIONS

The City owns approximately 400 miles of sewer mains and two pump stations. Effective July 1, 2009, the pump stations are operated and maintained by CSMD under an agreement with the City.

Sewer System Overview



2.1 Parcel Inventory

An inventory of parcels served by City sewers was obtained from CSMD in early 2008. This inventory was updated using GIS parcel and sewer main data, sewer connection permits, and aerial photographs to accurately identify parcels receiving sewer service from the City. In addition, property owners who contacted the City after receiving notice of the proposed Fee and provided evidence that the property was served by a septic system were removed from the inventory. Parcels with direct connections to trunk sewers maintained by the Los Angeles County Sanitation District ("CSD") were also removed from the inventory. As of May 2023, the inventory shows 39,586 parcels are served by City sewers. A land use breakdown of the parcels is shown in the following table, Parcels by Property Type.

Table 1. Parcel by Property Type

Property Type	Parcels
Residential	38,336
Multi-Family Residential	290
Commercial or Industrial	816
Other(1)	144
Total:	**39,586**

(1) Includes Golf Course, Government, Institutional, Parking/Storage and Vacant property types.

2.2 Property Classification

The initial property classifications for the Fee were set forth in an Engineer's Report prepared by Bartle Wells Associates dated April 2008 and subsequently updated by Palmdale City Ordinance 1361 enacted on April 1, 2009. The classifications are based on property type and land use and designate a "sewage unit" value for each property type. The April 2008 report found that there was a "reasonable relationship" between the number of sewage units assigned to each property type and the relative sewage flow from these property types but suggested that the City may wish to perform a more detailed rate study to examine and confirm these relationships.

The property classifications and sewage units contained in Palmdale City Ordinance 1361 will be used for calculation of the Fiscal Year 2023/24 Fee, and are shown in the following table, Sewage Units by Property Type.

Table 2. Sewage Units by Property Type[(1)]

Land Use	Number of Sewage Units
Residential	
Single Residential Unit – Condominium	1.00
Planned Unit Development (PUD)	1.00
Single Residential Unit	1.00
Single Residential Unit with Pool	1.00
Single Residential Unit Pool and Miscellaneous	1.00
Single Residential Unit with Spa	1.00
Single Residential Unit with Guesthouse	1.00
Other Improvements Only	1.00
Double, Duplex or Two Units	2.00
Double, Duplex or Two Units with Pool	2.00
Three Units (Any Combo)	3.00
Three Units (Any Combo) with Pool	3.00
Four Units (Any Combo)	4.00
Four Units with Pool	4.00
Five or More Apartments per Individual Residential Unit	1.00
Five or More Apartments per Individual Residential Unit with Pool	1.00
Manufactured Homes	
Manufactured Homes	1.00
Rooming/Boarding House	
Rooming/Boarding House	3.00
Manufactured Home Parks	1.00
Manufactured Home Parks with Pool	1.00
Mobile Home Park	1.00
Commercial	
Commercial – General	1.00
Vacant Parcel That Has Improvement Value Due to Existing Nonstructural Other Improvements	2.00
Stores	
Stores	1.00
Stores Combination	
Store and Office Combo	2.00
Store and Residential Combo with Lift	2.00
Store and Residential Combo	2.00
Department Store	

Land Use	Number of Sewage Units
Department Store	5.00
Discount Department Store	5.00
Building Supplies	5.00
Retail-Warehouse Combo	5.00
Department Store/Warehouse	5.00
Supermarket	
Supermarket	5.00
Supermarket (1,199 Square Feet through 6,000 Square Feet)	5.00
Shopping Center (Neighborhood)	
Shopping Center	10.00
Shopping Center with Lift	10.00
Shopping Center (Regional)	
Shopping Center	30.00
Office and Government Building	
Office and Government Building	5.00
Office and Residential (2-story)	5.00
Office Building (Loft Type Building)	3.00
Office and Residential	2.00
Hotel and Motel	
Hotel and Motel (Under 50 Rooms)	25.00
Hotel (50 Rooms and Over)	40.00
Motel (50 Rooms and Over)	40.00
Motel (50 Rooms and Over with Pool)	40.00
Professional Buildings	
Professional Building	5.00
Medical Dental Building	5.00
Medical Dental Building (2-story)	5.00
Veterinary Clinic	5.00
Restaurant, Cocktail Lounge	
Restaurant, Cocktail Lounge	5.00
Fast Food – Walk Up	2.00
Wholesale and Manufacturing Outlet	
Wholesale and Manufacturing Outlet	2.00
Bank, Savings and Loan	
Bank, Savings and Loan	1.00
Service Shop	
Service Shop	2.00
Service Station	
No Additional Services	1.00
Service Station with Lift	1.00
Convenience Store	2.00
Self-Service with Lift	1.00
Self-Service Station	1.00
Self-Service with No Additional Services	1.00
With Carwash, with Lift	5.00
With Carwash, with No Additional Services	5.00
Auto, Recreational Equipment, Construction Equipment Sales and Service	
Auto, Recreational Equipment, Construction Equipment Sales and Service	1.00
Auto Body Repair Shop	1.00
Used Car Sales	1.00
New Car Sales and Service	3.00

Land Use	Number of Sewage Units
Car Wash Only	5.00
Car Wash Only, Self-Service Type	5.00
Auto Service Centers (No Gasoline)	1.00
Parking Lot (Commercial Use Property)	
Parking Lot with Lift	0.50
Parking Lot	0.50
Lots – Commercial Parking	0.50
Parking Lot Commercial	0.50
Nursery or Greenhouse	
Nursery or Greenhouse	1.00
Vacant Land	
Vacant Parcel That Has Improvement Value Due to Existing Nonstructural Other Improvements	2.00
INDUSTRIAL	
Miscellaneous Industrial	2.00
Light Manufacturing	
Light Manufacturing with Lift	5.00
Light Manufacturing	5.00
Industrial Heavy Manufacturing	100.00
Warehousing Distribution Storage	
Warehousing Distribution Storage Under 10,000 Square Feet	2.00
Warehousing Distribution Storage – 10,000 to 24,999 Square Feet	2.00
Warehousing Distribution Storage – 25,000 to 50,000 Square Feet	2.00
Warehousing Distribution Storage Over 50,000 Square Feet	2.00
Public Storage – Mini Warehouse	2.00
Food Processing Plant	
With Wireless Communication Tower	200.00
Motion Picture, Radio, TV	
General Motion Picture, Radio, TV	1.00
Lumber Yard	
Lumber Yard	1.00
Mineral Processing	
Mineral Processing General	2.00
Mineral Processing Cement/Gravel	2.00
Parking Lots – Industrial Use Open Storage	0.50
Vacant Parcel That Has Improvement Value Due to Existing Nonstructural Other Improvements	1.00
Open Storage	1.00
Irrigated Farms	
Private Rural Pumping Plant	0.50
Irrigated Farm – Field Crops	0.50
Irrigated Farm – Fruit and Nuts	0.50
Irrigated Farm – Feed Lots	0.50
Dry Farm	
Dry Farm – Fruit and Nuts	0.50
Dry Farm – Pasture	0.50
Dry Farm – Field Crops	0.50
Recreational	
Theatre	2.00
Bowling Alleys	
Bowling Alley	5.00

Land Use	Number of Sewage Units
Clubs, Lodge Halls, Fraternal Organizations	
Clubs, Lodge Halls, Fraternal Organizations	2.00
Athletic and Amusement Facilities	
Athletic and Amusement Facilities	10.00
Commercial Swimming Pools, School	5.00
Athletic and Amusement Facilities – Gyms	2.00
Athletic and Amusement Facilities – Tennis	2.00
Golf Courses	3.00
Church	
Church	2.00
Church Parking Lot	0.50
School	
School	5.00
Hospital	
Hospital	100.00
Convalescent Hospital, Nursing Home	50.00
Homes for Aged and Others	
Homes for Aged and Others	10.00
Cemetery, Mausoleum, Mortuary	
Cemetery, Mausoleum, Mortuary	1.00
Cemetery, Mausoleum	1.00
Miscellaneous	
State Assessed Property Utility, Commercial and Mutual: Pumping Plant	5.00

(1) Source: Palmdale Municipal Code 13.05.130 Table A – Sewage Units for designated land uses.

3. ESTIMATE OF COSTS

Revenue from the collection of the Fee will fund expenses incurred by the City related to the operation and maintenance of its sewer collection system. These expenses include costs for labor, engineering and support staff time, staff and operating facilities, materials, equipment, operation, and maintenance of the sewer collection system. The City must also generate revenue to perform repairs, rehabilitation, and replacement of aging sewer mains. Capital expenditures are included in the estimated costs.

An initial five-year estimate of expenses required to operate and maintain the City sewer collection system was developed by City staff. These expenses include salaries and benefits for City staff that will be performing the maintenance and operational activities, professional engineering consulting services, and equipment purchases.

As previously mentioned, Bartle Wells Associates prepared a Rate Study in April 2020 to review the City revenues and expenses, in order to evaluate if the current Fee rate of $103.63 per sewage unit is adequate or if it should be increased. The Rate Study shows that the City currently receives enough funding from the annual Fee to provide its operation and maintenance of the sewer collection system, and to perform sewer related repairs and expansion as needed. It was also anticipated that the current sewage unit charge of $103.63 will be sufficient for the following five years. Therefore, the City plans on continuing assessing the same charge of $103.63 per sewage unit for the five years, from Fiscal Year 2020/21 through 2024/25.

3.1 Estimated Costs and Revenue Required for Fiscal Year 2023/24

The estimated cost of providing sewer collection services for Fiscal Year 2023/24, as prepared by City staff, and total estimated revenues, are shown in the following table, Summary of Estimated Costs and Revenues for Fiscal Year 2023/24.

Table 3. Summary of Estimated Costs and Revenues for Fiscal Year 2023/24

Description	Proposed FY 2023/24 Costs[1]
Revenues	
Sewer Service Charges	$5,515,862.20
Other Revenues	
Development Fees	$804,000.00
Sewer Service Charges – Late Payments Fees and Delinquencies	20,400.00
Licenses & Permits	113,600.00
Finance - Pooled Cash	86,700.00
Subtotal – Other Revenues	*$1,024,700.00*
Total Revenues	**$6,540,562.20**
Expenses	
Operation and Maintenance Costs	
Personnel	$2,762,200.00
Training and Meetings	45,600.00
Operating Expenses	3,570,600.00
Capital Outlay	0.00
Total Expenses	**$6,378,400.00**
Capital Projects	
Ongoing/Carryforwards	$6,486,350.00
New	0.00
Total Capital Projects	**$6,486,350.00**
Reserves	
Capital Assets Replacement Fund (CARF) Additions[2]	$1,308,112.44
Operating Reserve (Total Exp * 3/12)[3]	1,594,600.00
Total Reserves	**$2,902,712.44**

(1) Per updated budget provided by City Staff in May 2023.

(2) The Capital Assets Replacement Fund (CARF) is a reserve fund to be used for emergencies, replacement of aging facilities such as pipe replacement, lift stations, manholes, equipment, facilities, future expansion, and other miscellaneous items required for the operation of the sanitary sewer collection system. The purpose of CARF is to be available at all times for any unforeseen emergencies, repairs and/or infrastructure upsizing. The fund is automatically replenished to remain available for future emergencies as part of the responsible maintenance of the sewer system.

(3) The Operating Reserve is a three-month reserve fund needed to operate the sanitary sewer collection system. This is a revolving balance that is always available and replenished as used.

Based on the estimated costs and revenues, as detailed in the table above, the allocation of the costs per sewage unit is shown in the following table, Budget Allocation to Property for Fiscal Year 2023/24.

Table 4. Budget Allocation to Property for Fiscal Year 2023/24

Description	Proposed FY 2023/24 Costs[(1)]
Budget Allocation to Property	
Other Revenues	$1,024,700.00
Contribution from Reserves (Expenses minus Revenues)	(162,162.20)
Expenses	(6,378,400.00)
Total	**($5,515,862.20)**
Sewer Collection Fee	
Sewage Units	53,226.50
Cost Per Sewage Unit	$103.63
Total Budget	**$5,515,862.20**

(1) Per updated budget provided by City Staff in May 2023.

4. METHOD AND RATE OF CALCULATION

Determination of the Fee for each parcel served by the City sewer system is a two-part process:

- First, each parcel is assigned the appropriate number of sewage units based on the property type and land use of the parcel. The sewage units are listed in Table 2. Sewage Units by Property Type and correspond to the quantity of wastewater that a parcel discharges to the sewer collection system. One sewage unit is a benchmark value representing the quantity of wastewater discharged by a typical single-family residence. Since the Fee funds the maintenance and operation of the sewer collection system, the quantity of wastewater is of primary interest while the quality of wastewater has little or no effect on system operation. Therefore, the Fee is apportioned based on the quantity of wastewater conveyed from a parcel.
- The next step is to determine the total revenue required and the number of sewage units for parcels served by the City's sewer collection system. The total revenue required is $5,515,862.20 as shown in Table 4. Budget Allocation to Property for Fiscal Year 2023/24. There are currently 53,226.50 sewage units within the area served by the City sewer collection system. Therefore, the Fee for Fiscal Year 2023/24 is $103.63 per sewage unit.

This rate of $103.63 per sewage unit remains unchanged and is the same rate used since Fiscal Year 2010/11, as it was specified in the notice mailed to property owners in 2008, as well as the April 2008 Engineer's Report referenced in Resolution No. CC 2008-082 of the Palmdale City Council, dated June 18, 2008. Furthermore, the rate per sewage unit is also supported by the Bartle Wells Associates Rate Study dated April 2020.

This Fee represents the proportional cost of service attributable to each parcel as specified in Article XIII D, Section 6(b)(3) of the California State Constitution which specifies that:

> *The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.*

Fees for sewer collection are "property-related fees and charges" as described in Article XIII D of the California State Constitution.

5. SEWER FEE PARCEL LISTING

The parcel listing is a listing of the Fee apportioned to each lot or parcel, as shown on the last equalized roll of the County Assessor. The parcel listing for Fiscal Year 2023/24 is on file with the City Engineer and is incorporated by reference herein and made part of this Report.

The following table summarizes the Fiscal Year 2023/24 Sewer Fee:

Table 5. Fiscal Year 2023/24 Sewer Fee

Description	Parcels	Sewage Units	FY 2023/24 Fee Per Sewage Unit	FY 2023/24 Fee Amount (1)
Sewer Collection Service Charge	39,586	53,226.50	$103.63	$5,515,862.20

(1) Does not include installment rounding.

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: July 5, 2023

During the period June 1 through June 30, 2023, I attended the following meetings and events:

June 1:	Fireworks Press Conference
June 1:	Palmdale Aerospace Academy Middle School Promotion Ceremony
June 2:	Palmdale Aerospace Academy High School Graduation Ceremony
June 3:	Bishop Jeryl Ross with Word of Life Outreach Ministries Retirement Event
June 7:	Spanish Talk Radio
June 7:	Regular Council Meeting
June 8:	County Sanitation Districts 14 and 20 Board Meeting
June 9:	Yellen Park Groundbreaking Ceremony
June 14:	Flag Day Event at Poncitlán Square
June 19:	Juneteenth Celebration at Poncitlán Square
June 21:	Regular Council Meeting
June 22:	Palmdale Regional Medical Center Mental Health Facilities Meeting
June 22:	Animal Feasibility Study Workshop
June 23:	Meeting with Animal Arts Consultants about Animal Services Feasibility Study

June 24:	AV Pride Walk and Festival
June 24:	Brickhouse Bricks Women’s Football Game at Palmdale High School
June 27:	Tour of Plant 42

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: July 5, 2023

During the period June 1, through June 30, 2023, I attended the following meetings and events:

June 7:	Regular Council Meeting
June 9:	Yellen Park Groundbreaking Ceremony
June 10:	AV Taco Festival
June 13:	Visit Palmdale
June 13:	Palmdale Water Districts Strategic Water Resources Plan Public Workshop
June 14	Flag Day Event at Poncitlán Square
June 16:	AV Chamber Annual Installation Banquet
June 19:	Juneteenth Event at Poncitlán Square
June 20:	AVAQMD Board Meeting
June 21:	Regular Council Meeting
June 22:	AV Fair and Event Center Multi-Agency Regional Resiliency Complex Press Conference
June 23:	Animal Services Feasibility Study with Animal Arts

June 23: AV EDGE Installation Dinner

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: July 5, 2023

During the period June 1 through June 30, 2023, I attended the following meetings and events:

June 13:	Palmdale Water District Strategic Water Resources Plan Public Workshop
June 14	Flag Day Event at Poncitlán Square
June 15:	Waste Management Meeting with Justin Honsinger and Sandra Pursely
June 16:	Palmdale Airport Meeting with Congressman Garcia
June 16:	AV Chamber Annual Installation Banquet
June 19:	Development Meeting with Bob Toone and Bill Huck
June 19:	Juneteenth Event at Poncitlán Square
June 21:	Regular Council Meeting
June 22:	AV Fair and Event Center Multi-Agency Regional Resiliency Complex Press Conference
June 23:	Animal Services Feasibility Study Meeting
June 23:	AV EDGE Installation Dinner
June 27:	AVTA Board Meeting
June 28:	Meeting with Brent Ives, BHI Consulting

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: July 5, 2023

During the period June 1 through June 30, 2023, I attended the following meetings and events:

June 5:	Meeting with Element Energy about Hydrogen Projects
June 7:	Spanish Talk Radio
June 7:	Regular Council Meeting
June 9:	Yellen Park Groundbreaking Ceremony
June 10:	AV Taco Festival
June 13:	Waste Management Meeting with Joshua Mann
June 14	Flag Day Event at Poncitlán Square
June 15:	AV EDGE Transportation Committee Discussion
June 19:	Juneteenth Event at Poncitlán Square
June 21:	Regular Council Meeting
June 22:	AV Fair and Event Center Multi-Agency Regional Resiliency Complex Press Conference
June 23:	Tour of Vets4Veterans Shop with John Parsamyan
June 24:	AV Pride Walk