



PALMDALE

a place to call home

**CITY COUNCIL
SUCCESSOR AGENCY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, MARCH 6, 2024
5:00 PM
www.cityofpalmdale.org**

WELCOME

1. CALL MEETING TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

4. PRESENTATIONS

4.1 Declaring Women's History Month.

4.2 Declaring Employee Appreciation Day.

4.3 Wellbeing Lab Certificate in Applied Positive Psychology Program Update.

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 two (2) minutes on the entirety of the Consent Calendar, Appointment(s), New Business 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.

5. **PUBLIC COMMENTS:**

CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION: Now is the time for public participation on items listed on the Consent Calendar, Appointment(s), New Business, and Closed Session. Each speaker is allotted two (2) minutes in total for the entirety of the above sections.

6. **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.

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

6.2 Receive and file the Monthly Investment Activity Report for January 2024.

[SR Investment Report JAN 2024.docx](#)

[Rpt. Monthly Investment Reports January 2024.pdf](#)

6.3 Adopt Resolution No. CC 2024-020, a Resolution of the City Council of the City of Palmdale adopting the joint resolution of the Board of Supervisors of the County of

Los Angeles, acting on behalf of the Los Angeles County General Fund and the Los Angeles County Consolidated Fire Protection District, the Board of Directors of County Sanitation District No. 20 of Los Angeles County, and the governing bodies of the Antelope Valley Cemetery District, the Antelope Valley Mosquito and Vector Control District, the Antelope Valley Resource Conservation District, the City of Palmdale, and the Palmdale Water District - Zone E, approving and accepting the negotiated exchange of property tax revenues resulting from Annexation 20-104 to County Sanitation District No. 20.

[SR Tax Shared Annex. No. 20-104 Reso. No. CC 2024-020.docx](#)

[Reso. No. CC 2024-020.docx](#)

[Atch 1 LA County Sanitation District Transmittal Letter.pdf](#)

[Atch 2 LA County Sanitation District Joint Resolution.pdf](#)

[Atch 3 Joint Resolution Tax Sharing Worksheet.pdf](#)

[Atch 4 Annexation Map No. 104.pdf](#)

- 6.4 Adopt Resolution No. CC 2024-021, a Resolution of the City Council adopting the Joint Resolution of the Board of Supervisors of the County of Los Angeles, acting on behalf of the Los Angeles County General Fund and the Los Angeles County Consolidated Fire Protection District, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the Governing Bodies of the Antelope Valley Cemetery District, the Antelope Valley Mosquito and Vector Control District, the City of Palmdale, and the Antelope Valley – East Kern Water Agency, approving and accepting the negotiated exchange of property tax revenues resulting from Annexation 14-451 to County Sanitation District No. 14.

[SR Tax Shared Annex. No. 14-451 Reso. No. CC 2024-021.docx](#)

[Reso. No. CC 2024-021.docx](#)

[Atch 1 LA County Sanitation District Transmittal Letter.pdf](#)

[Atch 2 LA County Sanitation District Joint Resolution.pdf](#)

[Atch 3 Joint Resolution Tax Sharing Worksheet.pdf](#)

[Atch 4 Annexation Map No. 451.pdf](#)

- 6.5 Award Landscape Maintenance Services Agreement with Parkwood Landscape Maintenance, Inc., in an amount not to exceed \$16,120,000 for the remaining three months of fiscal year 2023-2024, and the subsequent four fiscal years for a total contract term of 51 months.

[SR Agrmt No. A-8602 with Parkwood Landscape Maintenance Inc.docx](#)

[Agrmt No. A-8602 with Parkwood Landscape Maintenance, Inc.pdf](#)

[Atch 1 RFP No. 23-001-3610 Landscape Maintenance Services.pdf](#)

- 6.6 Award Contract Services Agreement with ROMTEC, Inc. for PN 887, Marie Kerr Park Best of the West Concession Stand Project, in the amount of \$239,557.

[SR Agrmt No. A-8702 with ROMTEC Inc.docx](#)

[Agrmt No. A-8702 with ROMTEC, Inc.pdf](#)

[Atch 1 Site Photo.pdf](#)

[Atch 2 Building Rendering.pdf](#)

- 6.7 Approve the Second Amendment to the Legal Services Agreement with Civica Law Group, APC, to increase the agreement amount by \$420,000, for a total not to exceed amount of \$1,020,000 for a contract term through March 6, 2025.

[SR Second Amendment to Agrmt No. A-8272 with Civica Law Group, APC](#)

[Agrmt No. A-8272 with Civica Law Group, APC](#)

[First Amendment to Agrmt No. A-8272 with Civica Law Group, APC](#)

[Second Amendment to Agrmt No. A-8272 with Civica Law Group, APC](#)

[Exh A to Agrmt No. A-8272 with Civica Law Group, APC](#)

- 6.8 Approve Agreement with The Wellbeing Lab dba Louis Alloro, LLC, to provide a Certificate in Applied Positive Psychology Program in an amount not to exceed \$275,000 for a term of one year.

[SR Agrmt No. A-8696 The Wellbeing Lab dba Louis Alloro LLC.docx](#)

[Agrmt No. A-8696 The Wellbeing Lab dba Louis Alloro LLC.pdf](#)

- 6.9 Approve the minutes from the previous meetings.

[CC/SA/IDA/PAA/PCA/PFA - February 21, 2024](#)

[Minutes 02 21 2024 CC SA IDA PAA PCA PFA.pdf](#)

7. PUBLIC HEARING

- 7.1 Adopt Resolution No. CC 2024-017, a Resolution of the City Council of the City of Palmdale; Denying Appeal 24-0002 and upholding Planning Commission Resolution No. PC-2024-001 to deny General Plan Amendment 23-0001, Zone Change 23-0002, and Specific Plan Amendment 22-001.

[Memo Reso. No. CC 2024-017.docx](#)

8. COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

- 8.1 Council reports, announcements, and requests for future agenda items.

9. CITY MANAGER'S REPORT

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.***

11. PRESENTATION BY CITY ATTORNEY

- 11.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Attorney

Name: William P. Curley, III

- 11.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez and Michael "Mike" Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCV18219
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).
- 11.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Leona Valley Town Council vs. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCP01932
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1)
- 11.4 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Donald Ross D'Angelo v. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 21AVCV00441
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).
- 11.5 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
U-Haul v. City of Palmdale
Case No. 22AVCV00439
This closed session is being held pursuant to the authority of California Government Code Section 54956.9.
- 11.6 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
CV Communities, LLC et al. v. Antelope Valley East Kern Water Agency et al.
Los Angeles County Superior Court Case Nos. BC661107 and 20STCV10953
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

12. **ANNOUNCEMENT BY CITY ATTORNEY**

13. **ADJOURN** meeting to March 20, 2024, 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 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: MARCH 6, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: OPERATIONS DEPARTMENT
FINANCE DIVISION

DISTRICT: ALL

SUBJECT: RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY
REPORT FOR JANUARY 2024

RECOMMENDATION

Staff recommends that the City Council receive and file the monthly investment activity reports for the City of Palmdale and Successor Agency for January 2024.

BACKGROUND

Pursuant to Section 16 of the City 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 investment reports provide a synopsis of the investment activity for the City 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 sources of market prices.

DISCUSSION

Compliance with Investment Policy

For January, the invested portfolio amount for the City totaled \$322,768,158, an increase of \$16,363,019 from the previous month and an increase of \$20,693,983 compared to last year. The monthly increase results from U.S. Treasury investments purchased during the month, in addition to interest earnings.

The par value of Successor Agency's portfolio as of January was \$13,321,192. The balance increased by \$6,344,627 from last month due to Los Angeles County property taxes received during the month.

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

The Finance Division is the custodian for the City and Successor Agency's investment portfolio and follows the three main principles of both entities' investment policies 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

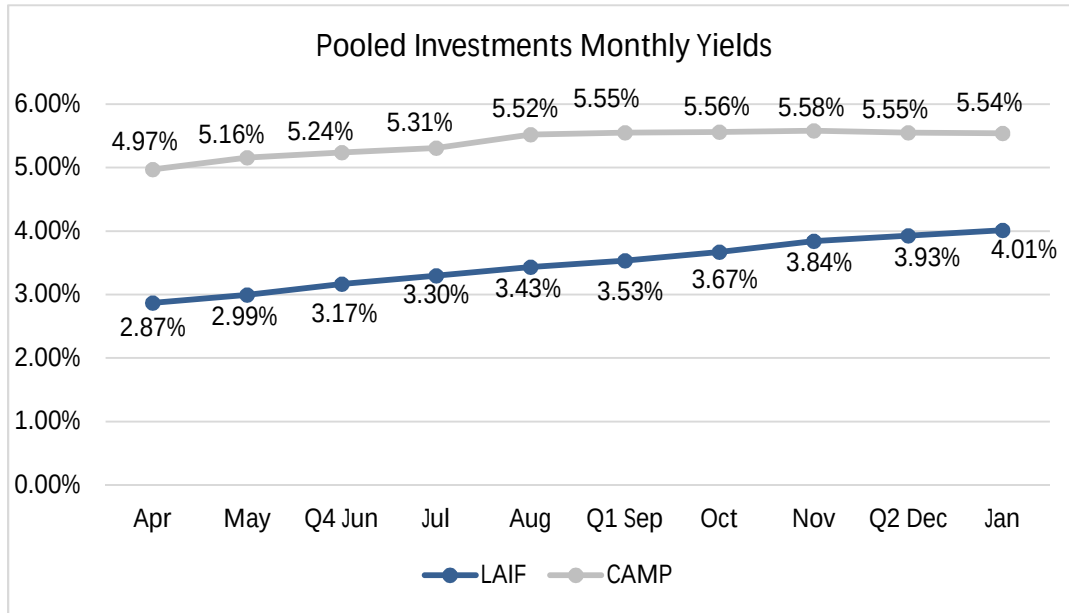
One core approach the Finance Division focuses on is providing liquidity to measure up to the City and Successor Agency's operational requirements. Thus, the Finance Division is currently investing in two pooled funds, Local Agency Investment Fund (LAIF) and California Asset Management Program (CAMP). These are intended for daily operational activities and 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 at the end of January is \$130,013,401. An increase of \$1,309,470 from the prior month due to interest gains.

Successor Agency LAIF balance at the end of January was \$6,283,347. An increase of \$67,515 from the prior month due to interest gains.

CAMP's balance for the City at the end of January was \$15,288,256 compared to December balance of \$266,599. The increase is due to a transfer made to CAMP from General bank, and interest earned during the month.

The interest rates presented are the most current rates available as of the date of this report. As of January 31, 2024, the interest rates for LAIF and CAMP investments were at 4.012 percent and 5.54 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of December were 3.929 percent and 5.55 percent. This time last year, LAIF and CAMP rates were at 2.425 percent and 4.53, respectively.



The chart above shows the Local Agency Investment Fund and California Asset Management Program's average monthly yields beginning April 2023 through January 2024. The difference between the performance of the two funds is partly due to the varying pool characteristics. CAMP's portfolio composition is more prone to market volatility, resulting in performance variations.

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.

The City and Successor Agency's investment portfolios remain strongly diversified. The monthly and quarterly report includes all investments held by both entities and current book values as of January 31, 2024.

The City and Successor Agency is expected to have sufficient sums of money to meet their expenditure requirements for the next six months. The Finance Division will continue to monitor current economic conditions and the impact on interest rates.

Attached are summaries of the investments in the City and Successor Agency's books as of January 31, 2024.

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 Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Rpt. Monthly Investment Reports Jan 2024

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2024

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	FDIC Number	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
<u>U.S. TREASURY SECURITIES</u>					Yield			
05-31-19	04-30-24	CITY	9128286R6 U.S. Treasury Note		2.03	5,000,000.00	5,051,650.00	4,870,312.50
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	3,000,000.00	3,260,634.36	2,856,570.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note		0.66	3,000,000.00	3,261,331.50	2,843,100.00
05-11-21	12-31-24	CITY	9128283P3 U.S. Treasury Note		0.40	3,000,000.00	3,200,040.56	2,872,020.00
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	5,000,000.00	5,451,958.35	4,760,950.00
12-17-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (UBS)		0.85	10,000,000.00	10,045,505.25	9,410,200.00
12-22-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note		0.88	5,000,000.00	5,018,208.38	4,705,100.00
12-20-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (Stifel)		1.00	5,000,000.00	5,017,187.50	4,705,078.10
03-08-23	03-31-26	CITY	9128286L9 U.S. Treasury Note (UBS)		2.25	3,200,000.00	3,029,330.80	3,010,496.00
01-03-24	12-31-26	CITY	912828YX2 US TSY NOTE		0.04	5,000,000.00	4,696,880.23	4,696,880.23
01-03-24	06-30-27	CITY	91282CEW7 US TSY NOTE		0.04	5,000,000.00	4,897,630.28	4,897,630.28
01-03-24	09-30-27	CITY	91282CFM8 US TSY NOTE		0.04	2,500,000.00	2,523,771.66	2,523,771.66
01-08-24	02-15-26	CITY	91282CGL9 US TRY NOTE		0.04	5,000,000.00	4,987,205.23	4,987,205.23
01-08-24	06-15-26	CITY	91282CHH7 US TSY NOTE		0.04	5,000,000.00	5,001,760.94	5,001,760.94
TOTAL U.S. TREASURY SECURITIES						\$ 64,700,000.00	\$ 65,443,095.04	\$ 62,141,074.94

GOVERNMENT AGENCY PAPER

06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit		0.78	5,000,000.00	5,000,000.00	4,604,401.25
08-07-20	05-06-24	CITY	3133EL2X1 Federal Farm Credit		0.42	2,000,000.00	2,000,000.00	1,914,808.08
08-27-20	11-27-24	CITY	3134GWN7 Freddie Mac Domestic		0.50	2,000,000.00	2,000,000.00	1,867,580.54
04-01-21	04-01-25	CITY	3133EMUP5 Fed Farm Credit		0.71	5,000,000.00	5,000,000.00	4,629,334.75
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond		0.59	1,000,000.00	1,103,275.25	963,220.00
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond 0.57		0.57	2,000,000.00	2,208,460.00	1,926,440.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae		0.55	3,000,000.00	2,993,675.25	2,718,300.00
06-04-21	08-01-24	CITY	3130AMHH8 FHLB NOTE		0.41	4,000,000.00	4,000,000.00	3,784,890.08
06-07-21	06-07-24	CITY	3130AMQR6 FHLB NOTE		0.35	3,000,000.00	3,000,000.00	2,857,869.93
06-30-21	12-30-25	CITY	3130AMRQ7 FHLB NOTE		0.88	3,000,000.00	3,000,000.00	2,724,400.26
07-29-21	04-29-26	CITY	3130AN5C0 FHLB NOTE		1.05	4,000,000.00	4,010,455.13	3,606,160.00
12-17-21	11-12-25	CITY	3134GXBM5 FHLMC Note		1.15	1,150,000.00	1,125,785.50	1,036,575.50
12-17-21	12-30-24	CITY	3130AQDY6 FHLB		1.00	6,750,000.00	6,750,000.00	6,327,843.39
12-17-21	06-23-25	CITY	3133ENHW3 FFCB		1.17	10,000,000.00	10,000,000.00	9,275,883.70
12-20-21	07-30-25	CITY	3136G4ZP1 FANNIE MAE		0.65	3,500,000.00	3,444,175.00	3,203,308.12
12-20-21	09-24-25	CITY	3134GWUG9 FREDDIE MAC		0.57	10,000,000.00	9,806,600.00	9,088,861.70
12-21-21	12-22-26	CITY	3133ENJC5 FFCB		1.29	5,000,000.00	5,000,000.00	4,487,676.35
01-14-22	01-14-25	CITY	3130AQEA7 FHLB		1.05	7,000,000.00	7,000,000.00	6,561,152.22
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit Bank		3.34	1,810,000.00	1,660,349.20	1,650,002.84
06-29-22	03-28-25	CITY	3130A5DH9 Federal Home Loan Bank		3.34	1,950,000.00	1,937,715.00	1,873,133.09
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Bank		3.33	5,000,000.00	4,479,000.00	4,355,784.25
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac Global Unsecured		0.80	5,000,000.00	4,539,500.00	4,429,309.65
01-06-23	02-25-27	CITY	3130AQRH8 Federal Home Loan Bank		4.38	5,000,000.00	4,590,638.89	4,571,978.55

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2024

01-06-23	04-19-27	CITY	3130ARHJ3 Federal Home Loan Bank	4.38	5,000,000.00	4,801,354.86	4,742,725.40
05-18-23	05-18-27	CITY	3133EPKC8 Federal Farm Credit Bank Unsec	5.39	5,000,000.00	5,000,000.00	4,949,700.35
06-05-23	05-30-28	CITY	3133EPL3 Federal Farm Credit Bond	4.67	2,815,000.00	2,822,746.50	2,753,942.65
09-21-23	03-21-24	CITY	3130AXAP3 FEDL HOME LOAN BANK BOND	5.75	4,750,000.00	4,746,437.50	4,747,196.18
TOTAL GOVERNMENT AGENCY PAPER					\$ 113,725,000.00	\$ 112,020,168.08	\$ 105,652,478.83

CERTIFICATES OF DEPOSIT

01-04-24	06-15-26	CITY	05580A4Y7 BMW BK OF NA NA	4.03	240,000.00	243,434.40	243,434.40
01-04-24	11-30-27	CITY	46656MVH1 JPMORGAN CHASE BK DE US RT	4.76	240,000.00	242,022.91	242,022.91
01-04-24	12-28-28	CITY	09582YAV4 BLUE RIDGE BK NA VA US RT	4.09	240,000.00	240,948.00	240,948.00
TOTAL CERTIFICATES OF DEPOSIT					\$ 720,000.00	\$ 726,405.31	\$ 726,405.31

CORPORATE NOTES

05-17-23	03-01-26	CITY	30231GAT9 EXXON MOBIL CORPORATION	3.04	1,000,000.00	982,084.11	955,987.20
05-17-23	03-02-26	CITY	194162AQ6 COLGATE-PALMOLIVE CO GLOBAL	4.80	1,000,000.00	1,035,553.33	1,003,302.97
05-17-23	01-26-26	CITY	742718FY0 PROCTER & GAMBLE CO/THE GLOGAL	4.10	1,000,000.00	1,018,471.67	987,613.50
01-04-24	07-27-26	CITY	61761J3R8 MORGAN STANLEY	4.70	500,000.00	481,185.25	481,185.25
01-04-24	06-15-26	CITY	46625HRS1 JPMORGAN CHASE & CO NTS	4.52	500,000.00	484,840.25	484,840.25
01-04-24	03-02-28	CITY	718172CE7 PHILIP MORRIS INTL INC	4.49	500,000.00	474,395.25	474,395.25
01-04-24	04-01-27	CITY	808513BW4 CHARLES SCHWAB CORP NTS	4.68	500,000.00	479,390.25	479,390.25
01-09-24	06-02-26	CITY	11271LAA0 BROOKFIELD FIN INC NTS	5.13	500,000.00	490,115.25	490,115.25
01-09-24	11-28-28	CITY	05565QDH8 BP CAPITAL MARKETS PLC	4.48	500,000.00	483,460.25	483,460.25
01-09-24	01-28-26	CITY	06406RAQ0 BK OF NY MELLON CORP NTS	4.52	500,000.00	463,355.25	463,355.25
01-09-24	07-09-27	CITY	22550L2K6 CREDIT SUISSE NEW YORK NTS	4.92	500,000.00	500,910.25	500,910.25
01-09-24	08-15-28	CITY	797440CE2 SAN DIEGO G & E NTS	4.49	500,000.00	509,340.25	509,340.25
01-09-24	07-01-27	CITY	75973QAA5 RENAISSANCERE FIN	5.01	500,000.00	475,470.25	475,470.25
01-09-24	01-27-26	CITY	780082AD5 ROYAL BK OF CANADA NTS	4.97	500,000.00	496,930.25	496,930.25
TOTAL CORPORATE BONDS					\$8,500,000	\$8,375,502	\$ 8,286,296.42

STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND

09-01-84	n/a	CITY ACCOUNT	98-19-620	0.78	54,243,161.38	54,243,161.38	54,243,161.38
06/23/08	n/a	PCA ACCOUNT	40-19-060	0.78	52,307,274.55	52,307,274.55	52,307,274.55
	n/a	ARPA ACCOUNT	19-19-004	0.78	23,462,965.39	23,462,965.39	23,462,965.39
TOTAL LAIF ACCOUNTS					\$ 130,013,401.32	\$ 130,013,401.32	\$ 130,013,401.32

CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM

6080-01	n/a	CITY ACCOUNT	6080-01	0.30	15,288,256.43	15,288,256.43	15,288,256.43
TOTAL CAMP ACCOUNTS					\$ 15,288,256.43	\$ 15,288,256.43	\$ 15,288,256.43

UBS FINANCIAL SERVICES

n/a	n/a	CITY ACCOUNT		0.00	660,245.04	660,245.04	660,245.04
TOTAL UBS FINANCIAL SERVICES ACCOUNTS					\$ 660,245.04	\$ 660,245.04	\$ 660,245.04
TOTAL CITY INVESTMENTS					\$ 333,606,902.79	\$ 332,527,073.08	\$ 322,768,158.29

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2024

LIBRARY INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
<u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND</u>					
11-20-84	n/a	LIBRARY	16-19-012	0.78	13,024.31
TOTAL LIBRARY INVESTMENTS					\$ 13,024.31

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
<u>SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
05-10-95	n/a	BOND	95421220	0.35	113.17
05-10-95	n/a	IMPROVEMENT	95421222	0.10	164,473.61
City Held Cash	(Fund 736-114000)	(\$255,912.67)			
TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1					\$ 164,586.78

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	2,744,476.41
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					\$ 2,744,476.56

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	10.36
08-01-19	n/a	RESERVE	242969003	0.00	1,447,033.07
08-01-19	n/a	SP TAX - REFUNDING BC	242969004	0.01	15,150.59
City Held Cash	(Fund 734-114000)	\$1,783,564.45			
TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1					\$ 1,462,194.02

City Held Cash (Fund 735-114000) \$1,397,569.79

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2024

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
<u>2005 \$7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
	n/a	SPEC TRB SER A/B	251009000	0.01	18,807.12
	n/a	RESERVE FUND	251009001	0.01	652,081.68
City Held Cash					
TOTAL 2005 \$7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021					\$ 670,888.80
BOND PROCEEDS					
<u>2006-1 Godde Hill Estate Sewer Improvements LOIB</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
11-08-06	n/a	REDEMPTION FUND	106844000	0.01	64,709.88
11-08-06	n/a	ADM EXP	106844002	0.01	1,692.45
11-08-06	n/a	RESERVE FUND	106844003	0.01	92,936.07
City Held Cash (Fund 739-114000) \$148,463.49					
TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB					\$ 159,338.40
BOND PROCEEDS					
<u>2012 PFA \$8.7M LEASE REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
12-19-12	n/a	REVENUE FD	201546000	0.00	6.26
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					\$ 6.26
<u>2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
10-11-13	n/a	ESCROW FUND	206455000	0.00	2,979,537.55
TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW					\$ 2,979,512.65
<u>2015 HA DEBT SERVICE RESERVE</u>					
Fiscal Agent: Bank of America					
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08	39,954.46
TOTAL 2015 HA DEBT SERVICE RESERVE					\$ 39,954.46

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2024

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
<u>PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND</u>					
05-23-18	n/a	CITY	104790895775 Public Agency Retirement Services	2.60	8,220,644.85
TOTAL PARS PENSION TRUST FUND					\$ 8,220,644.85
BOND PROCEEDS					
<u>2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
09-03-15	n/a	BOND FUND	277067000	0.00	101,361.06
09-03-15	n/a	INTEREST ACCT	277067001	0.01	7.06
09-03-15	n/a	BOND RESERVE	277067003	0.00	281,017.35
09-03-15	n/a	REPAIR & REPLACE FUN	277067004	0.00	1,267,621.40
TOTAL 2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS					\$ 1,650,006.87
BOND PROCEEDS					
<u>2017 PFA \$17.4M LEASE REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
04-05-17	n/a	REVENUE FUND	271128000	0.00	3.01
04-05-17	n/a	PRINCIPAL ACCT	271128002	n/a	0.00
TOTAL 2017 PFA \$17.4M LEASE REVENUE BONDS					\$ 3.01
BOND PROCEEDS					
<u>2023 A&B SERIES B ACQUISITION & CONSTRUCTION REVENUE BOND</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
11-30-23	n/a	INTEREST	248041001		\$ 2,571,010.11
12-01-23	n/a	RESERVE	248041003		\$ 3,356,405.60
11-30-23	n/a	REVENUE FUND	248041004		\$ 19,440,085.22
11-30-23	n/a	COST OF ISSUANCE	248041005		\$ 4,870.67
11-30-23	n/a	INTEREST	248041007		\$ 449,871.31
11-30-23	n/a	REVENUE FUND	248041008		\$ 13,700,060.06
TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND					\$ 39,522,302.97
BOND PROCEEDS					
<u>2012 LEASE REVENUE REFUNDING ESCROW</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
11-30-23	n/a	ESCROW REFUND	25992900		\$ 3,778,035.46
TOTAL 2012 LEASE REVENUE REFUNDING ESCROW					\$ 3,778,035.46
Total City Held Cash (XXX-114000)			\$2,073,009.24		
GRAND TOTAL - FISCAL AGENT CASH					\$ 60,721,062.29

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2024

SUMMARY OF CASH AND INVESTMENTS

Page 1 of 1

Cash on Hand			\$	9,923,600
Pooled Cash Investments				
City:	\$	333,960,788		
Insur Fund:		(\$11,192,630)	\$	322,768,158
Library Investments				<u>\$13,024</u>
Subtotal			\$	332,704,782
City/AD/CFD/PCA/PFA/HA				
Fiscal Agent Cash			\$	<u>60,721,062</u>
Grand total			\$	<u>393,425,844</u>

The interest rate quoted on LAIF, AIM, and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF & AIM interest rates are as of January 31, 2024.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2024

CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
January 31, 2024

TRANSACTION	DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>CITY ACCOUNT 98-19-620</u>					
Beginning Balance					\$ 53,703,651.99
	01/12/24			\$ 539,509.39	
Subtotal		\$ -	\$ -	\$ 539,509.39	\$ 54,243,161.38
<u>PCA ACCOUNT 40-19-060</u>					
Beginning Balance					\$ 51,770,665.78
	01-12-24			\$ 536,608.77	
Subtotal		\$ -	\$ -	\$ 536,608.77	\$ 52,307,274.55
<u>LIBRARY ACCOUNT 16-19-012</u>					
Beginning Balance					\$ 12,894.77
	01/12/24			\$ 129.54	
Subtotal		\$ -	\$ -	\$ 129.54	\$ 13,024.31
<u>ARPA ACCOUNT 19-19-004</u>					
Beginning Balance					\$ 23,229,613.46
	01/24/24			\$ 233,351.93	
Subtotal		\$ -	\$ -	\$ 233,351.93	\$ 23,462,965.39
<u>CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM</u>					
Beginning Balance					\$ 266,598.65
	01/23/24	\$ 15,000,000.00			
	01/31/24			\$ 21,657.78	
Subtotal		\$ 15,000,000.00	\$ -	\$ 21,657.78	\$ 15,288,256.43
<u>UBS Financial Services</u>					
Beginning Balance					\$ 15,000,730.56
	01/31/24			\$ 159,498.38	
	01-31-24	\$ 14,000,000.00			
	01/31/24		\$ (326,937.50)		
	01/31/24		\$ (28,173,046.40)		
Subtotal		\$ 14,000,000.00	\$ (28,499,983.90)	\$ 159,498.38	\$ 660,245.04
Total		\$ 29,000,000.00	\$ (28,499,983.90)	\$ 1,490,755.79	\$ 145,974,927.10

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2024

POOLED CASH - INVESTMENTS MATURED OR CALLED

January 31, 2024

TN = US Treasury
FP = Federal Paper
CD = Certificate of Deposit

C = Call
M = Maturity
CB = Corporate Bond

ISSUER	PURCHASE DATE	MATURITY DATE		FACE VALUE REDEEMED		INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
9128285U0 U.S. Treasury Note	07-12-21	12-31-23	TN	5,000,000.00	M	\$ 65,625.00	\$ 5,065,625.00	4,934,950.00	65,050.00
912828V23 U.S. Treasury Note	06-04-21	12-31-23	TN	4,000,000.00	M		\$ 4,000,000.00	3,940,320.00	
912828V23 U.S. Treasury Note	07-12-21	12-31-23	TN	5,000,000.00	M	\$ 101,250.00	\$ 5,101,250.00	4,925,400.00	134,280.00
				<u>\$ 14,000,000.00</u>		<u>\$ 166,875.00</u>	<u>\$ 14,166,875.00</u>	<u>\$ 13,800,670.00</u>	<u>\$199,330.00</u>

Total Number of Transactions: 3

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2024

POOLED CASH - INVESTMENTS PURCHASED

January 31, 2024

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
912828YX2 US TSY NOTE	01-03-24	TN 12-31-26	\$ 5,000,000.00	(303,119.77)	\$ 4,696,880.23	\$ 721.15	\$ 4,697,601.38	3.92%
91282CEW7 US TSY NOTE	01-03-24	TN 06-30-27	\$ 5,000,000.00	(102,369.72)	\$ 4,897,630.28	\$ 1,339.29	\$ 4,898,969.57	3.88%
91282CFM8 US TSY NOTE	01-03-24	TN 09-30-27	\$ 2,500,000.00	23,771.66	\$ 2,523,771.66	\$ 26,767.42	\$ 2,550,539.08	3.85%
05580A4Y7 BMW BK OF NA NA	01-04-24	CD 06-15-26	\$ 240,000.00	3,434.40	\$ 243,434.40	\$ 611.51	\$ 244,045.91	4.03%
46656MVH1 JPMORGAN CHASE BK DE US RT	01-04-24	CD 11-30-27	\$ 240,000.00	2,022.91	\$ 242,022.91	\$ 1,150.68	\$ 243,173.59	4.76%
61761J3R8 MORGAN STANLEY	01-04-24	CN 07-27-26	\$ 500,000.00	(18,814.75)	\$ 481,185.25	\$ 6,814.24	\$ 487,999.49	4.70%
46625HRS1 JPMORGAN CHASE & CO NTS	01-04-24	CN 06-15-26	\$ 500,000.00	(15,159.75)	\$ 484,840.25	\$ 844.44	\$ 485,684.69	4.52%
718172CE7 PHILIP MORRIS INTL INC	01-04-24	CN 03-02-28	\$ 500,000.00	(25,604.75)	\$ 474,395.25	\$ 5,295.14	\$ 479,690.39	4.49%
808513BW4 CHARLES SCHWAB CORP NTS	01-04-24	CN 04-01-27	\$ 500,000.00	(20,609.75)	\$ 479,390.25	\$ 4,262.50	\$ 483,652.75	4.68%
09582YAV4 BLUE RIDGE BK NA VA US RT	01-04-24	CD 12-28-28	\$ 240,000.00	948.00	\$ 240,948.00	\$ 193.32	\$ 241,141.32	4.09%
91282CGL9 US TRY NOTE	01-08-24	TN 02-15-26	\$ 5,000,000.00	(12,794.77)	\$ 4,987,205.23	\$ 79,347.83	\$ 5,066,553.06	4.13%
91282CHH7 US TSY NOTE	01-08-24	TN 06-15-26	\$ 5,000,000.00	1,760.94	\$ 5,001,760.94	\$ 13,524.59	\$ 5,015,285.53	4.11%
11271LAA0 BROOKFIELD FIN INC NTS	01-09-24	CN 06-02-26	\$ 500,000.00	(9,884.75)	\$ 490,115.25	\$ 2,184.03	\$ 492,299.28	5.14%
05565QDH8 BP CAPITAL MARKETS PLC	01-09-24	CN 11-28-28	\$ 500,000.00	(16,539.75)	\$ 483,460.25	\$ 2,120.04	\$ 485,580.29	4.48%
06406RAQ0 BK OF NY MELLON CORP NTS	01-09-24	CN 01-28-26	\$ 500,000.00	(36,644.75)	\$ 463,355.25	\$ 1,677.08	\$ 465,032.33	4.53%
22550L2K6 CREDIT SUISSE NEW YORK NTS	01-09-24	CN 07-09-27	\$ 500,000.00	910.25	\$ 500,910.25		\$ 500,910.25	4.94%
797440CE2 SAN DIEGO G & E NTS	01-09-24	CN 08-15-28	\$ 500,000.00	9,340.25	\$ 509,340.25	\$ 10,175.00	\$ 519,515.25	4.50%
75973QAA5 RENAISSANCERE FIN	01-09-24	CN 07-01-27	\$ 500,000.00	(24,529.75)	\$ 475,470.25	\$ 383.33	\$ 475,853.58	5.01%
780082AD5 ROYAL BK OF CANADA NTS	01-09-24	CN 01-27-26	\$ 500,000.00	(3,069.75)	\$ 496,930.25	\$ 10,462.50	\$ 507,392.75	4.97%
			<u>\$ 28,720,000.00</u>	<u>\$ (546,953.60)</u>	<u>\$ 28,173,046.40</u>	<u>\$ 167,874.09</u>	<u>\$ 28,340,920.49</u>	

Total Number of Transactions:

19

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
January 31, 2024

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	6,283,347.00	
						<u>\$ 6,283,347.00</u>
FISCAL AGENT CASH						
BOND PROCEEDS						
<u>CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)</u>						
Fiscal Agent: U.S. Bank National Association						
08-20-02	n/a	RESERVE FUND	94460700	2.54	527,726.45	
08-20-02	n/a	INTEREST ACCT	94460701	0.04	17,928.92	
08-20-02	n/a	PRINCIPAL ACCT	94460702	0.04	128.07	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)						<u>\$ 545,783.44</u>
BOND PROCEEDS						
<u>2016 SA \$31.5M Tax Allocation Refunding Bonds Series A</u>						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	DEBT SERVICE	245113000	0.00	5.84	
04-26-16	n/a	INTEREST ACCT	245113001	N/A	0.00	
TOTAL 2016 SA \$31.5M Tax Allocation Refunding Bonds Series A						<u>\$ 5.84</u>
GRAND TOTAL - FISCAL AGENT CASH						<u><u>\$545,789</u></u>

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	\$ 6,492,056
Pooled Cash Investments	\$ 6,283,347
Successor Agency Fiscal Agent Cash	\$ 545,789
Grand total	<u><u>\$ 13,321,192</u></u>

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF interest rates are as of January 31, 2024.

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

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF)
January 31, 2024

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>SA ACCOUNT 65-19-035</u>				
Beginning Balance				\$ 6,215,831.95
01/12/24			\$ 67,515.05	
Subtotal	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 67,515.05</u>	<u>\$ 6,283,347.00</u>



City Council Staff Report

DATE: MARCH 6, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

DISTRICT: 4

SUBJECT: ADOPT RESOLUTION NO. CC 2024-020, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADOPTING THE JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, ACTING ON BEHALF OF THE LOS ANGELES COUNTY GENERAL FUND AND THE LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF THE ANTELOPE VALLEY CEMETERY DISTRICT, THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, THE ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, THE CITY OF PALMDALE, AND THE PALMDALE WATER DISTRICT – ZONE E, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION 20-104 TO COUNTY SANITATION DISTRICT NO. 20

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2024-020, a Resolution of the City Council adopting the Joint Resolution of the Board of Supervisors of the County of Los Angeles, acting on behalf of the Los Angeles County General Fund and the Los Angeles County Consolidated Fire Protection District, the Board of Directors of County Sanitation District No. 20 of Los Angeles County, and the Governing Bodies of the Antelope Valley Cemetery District, the Antelope Valley Mosquito and Vector Control District, the City of Palmdale, and the Palmdale Water District - Zone E, approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of property designated as Annexation 20-104 with the County Sanitation District No. 20 of Los Angeles County; and,

2. Authorize the Mayor to execute the Joint Tax Sharing Resolution No. CC 2024-020, approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of property designated as Annexation 20-104 with the County Sanitation District No. 20 of Los Angeles County; and
3. Authorize the Mayor to execute the County Sanitation District No. 20 of Los Angeles Joint Resolution, approving and accepting the Negotiated Exchange of property tax revenues resulting from the annexation of property designated as Annexation 20-104 with the County Sanitation District No. 20 of Los Angeles County.

BACKGROUND

In accordance with the Revenue and Tax Code (Sections 99 and 99.01), any time there is a jurisdictional change that results in a special district providing a new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive a portion of that property tax determined by resolution the amount of the annual tax increase to be transferred to that special district. The existing tax revenue based on the property's assessed value received by agencies will not change. Based on the increased property valuation assessment, this resolution only affects a percentage of future revenue agencies would receive.

DISCUSSION

In the attached Los Angeles County Sanitation District letter dated October 23, 2023, the County Sanitation District No. 20 of Los Angeles County has requested that the City enter into a tax-sharing agreement for the annexation of the following parcel numbers: 3024-006-001, 3024-006-002, 3024-006-024, 3024-006-025, 3024-006-027, 3206-006-009, and 3024-006-026, as shown in the Annexation Map No. 104. The proposed development is part of the subdivision development, Tract Map No. 63364, located at the southeast corner of Palmdale Boulevard and 65th Street East. This annexation is a condition of the development's entitlement and is required before receiving sewer service.

The execution of the Joint Resolution will approve the City's tax-sharing agreement for the annexation of the subject property into the County Sanitation District No. 20 boundary. All public agencies and special districts receiving property tax revenues for these parcels execute and are party to the same Joint Resolution.

Staff recommends that the City Council adopt Resolution No. CC 2024-020 authorizing the Mayor to execute the Joint Tax Sharing Resolution entitled Annexation No. 20-104 with County Sanitation District No. 20 of Los Angeles County for these parcels.

FISCAL IMPACT

The current property tax share ratio for the City within this area of said property is 0.072963689 (7.2963%). This Council action will allocate 0.000637191 (0.0637%) of any future tax increase to the County Sanitation District No. 20 of Los Angeles. This results in a net City tax share rate of 0.072326498 (7.2326%). For example, a tax increase based on the assessed property value for these parcels will generate an additional \$100 in total property tax. The City would receive an additional \$7.2326 of this increase, and the County Sanitation District No. 20 of Los Angeles would receive \$0.0637. This allocation follows the State Revenue and Taxation Code, and the allocation formula is established and calculated by the County Auditor-Controller.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

Reso. No. CC 2024-020
Atch 1 LA County Sanitation District Transmittal Letter
Atch 2 LA County Sanitation District Joint Resolution
Atch 3 Joint Resolution Tax Sharing Worksheet
Atch 4 Annexation Map No. 104

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-020

A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, ACTING ON BEHALF OF THE LOS ANGELES COUNTY GENERAL FUND AND THE LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF THE ANTELOPE VALLEY CEMETERY DISTRICT, THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, THE ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, THE CITY OF PALMDALE, AND THE PALMDALE WATER DISTRICT – ZONE E, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION NO. 20-104 TO THE COUNTY SANITATION DISTRICT NO. 20.

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

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 20 entitled Annexation No. 104;

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

SECTION 1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 20 in the annexation entitled Annexation No. 104 is approved and accepted.

SECTION 2. For each fiscal year commencing on and after July 1, 2023, or after the effective date of this jurisdictional change, whichever is later, the County

Auditor shall transfer to County Sanitation District No. 20 a total of 0.4804074 percent of the annual tax increment attributable to the land area encompassed within Annexation No. 104 as shown on the attached Worksheet.

SECTION 3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 20 as a result of annexation entitled Annexation No. 104.

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

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

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

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

PASSED, APPROVED and ADOPTED this 6th day of March, 2024.

Austin Bishop, Mayor

Approved as to form:

ATTEST:

William P. Curley III
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 6th day of March, 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting City Clerk



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

Robert C. Ferrante

Chief Engineer and General Manager

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

October 23, 2023

General Annexation File

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

Dear Mr. Padilla:

Tax Sharing Resolutions

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

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

Annexation No.

Type of Project

20-104

99 proposed single-family homes

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

Mr. Guillermo I. Padilla

2

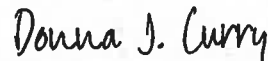
October 23, 2023

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

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

Very truly yours,

Donna J. Curry



Customer Service Specialist
Facilities Planning Department

DC:dc

Enclosures: 20-104

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

Los Angeles County General Fund

Los Angeles County Consolidated Fire Protection District

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

Antelope Valley Cemetery District

Antelope Valley Mosquito & Vector Control District

Antelope Valley Resource Conservation District

City of Palmdale

Palmdale Water District - Zone E

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

"ANNEXATION NO. 104"

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

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 20 entitled *Annexation No. 104*;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 20 in the annexation entitled *Annexation No. 104* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2023, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 20 a total of 0.4804074 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 104* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 20 as a result of annexation entitled *Annexation No. 104*.

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

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

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

CITY OF PALMDALE

SIGNATURE

PRINT NAME AND TITLE

ATTEST:

Secretary

Date

(SIGNED IN COUNTERPART)

ANNEXATION TO: CO.SANITATION DIST.NO 20 DEBT S.
 ACCOUNT NUMBER: 066.75
 TRA: 07054
 EFFECTIVE DATE: 07/01/2023
 ANNEXATION NUMBER: 104
 PROJECT NAME: A-20-104
 DISTRICT SHARE: 0.008732993

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.244931706	24.4939 %	0.008732993	0.002138998	-0.002203383	0.242728323
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000118694	0.0118 %	0.008732993	0.000001036	0.000000000	0.000118694
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.178763071	17.8763 %	0.008732993	0.001561136	-0.001561136	0.177201935
007.31	L A C FIRE-PFW	0.007254010	0.7254 %	0.008732993	0.000063349	0.000000000	0.007254010
053.30	ANTELOPE VY CEMETERY DISTRICT	0.000383322	0.0383 %	0.008732993	0.000003347	-0.000003347	0.000379975
061.05	ANTELOPE VLY MOSQ & VECTOR CONTR	0.001796019	0.1796 %	0.008732993	0.000015684	-0.000015684	0.001780335
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.000984914	0.0984 %	0.008732993	0.000008601	-0.000008601	0.000976313
225.01	CITY-PALMDALE TD #1	0.072963689	7.2963 %	0.008732993	0.000637191	-0.000637191	0.072326498
308.65	PALMDALE WATER DIST ZONE E	0.042910026	4.2910 %	0.008732993	0.000374732	-0.000374732	0.042535294
400.00	EDUCATIONAL REV AUGMENTATION FD	0.073572891	7.3572 %	0.008732993	0.000642511	EXEMPT	0.073572891
400.01	EDUCATIONAL AUG FD IMPOUND	0.128985998	12.8985 %	0.008732993	0.001126433	EXEMPT	0.128985998
400.15	COUNTY SCHOOL SERVICES	0.001475546	0.1475 %	0.008732993	0.0000012885	EXEMPT	0.001475546
400.21	CHILDREN'S INSTIL TUITION FUND	0.002927372	0.2927 %	0.008732993	0.000025564	EXEMPT	0.002927372
593.01	PALMDALE SCHOOL DISTRICT	0.052465427	5.2465 %	0.008732993	0.000458180	EXEMPT	0.052465427
593.06	CO.SCH.SERV.FD.- PALMDALE	0.009313566	0.9313 %	0.008732993	0.0000081335	EXEMPT	0.009313566
593.07	DEV CTR HDCPD MINOR PALMDALE	0.000883228	0.0883 %	0.008732993	0.000007713	EXEMPT	0.000883228
717.02	ANTELOPE VALLEY UNION HIGH SCH.	0.101827048	10.1827 %	0.008732993	0.000889254	EXEMPT	0.101827048
717.06	CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000375211	0.0375 %	0.008732993	0.000003276	EXEMPT	0.000375211
717.08	ANTELOPE VY.UN.HI.-K.P.S.-ELEM	0.049794229	4.9794 %	0.008732993	0.000434852	EXEMPT	0.049794229

ANNEXATION NUMBER: 104		PROJECT NAME: A-20-104		TRA: 07054			
ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
792.04	ANTELOPE VY.JT. COMMUNITY COLL.	0.028274033	2.8274 %	0.008732993	0.000246916	EXEMPT	0.028274033
***066.75	CO.SANITATION DIST.NO 20 DEBT S.	0.000000000	0.0000 %	0.008732993	0.000000000		0.004804074
TOTAL:		1.000000000	100.0000 %		0.008732993	-0.004804074	1.000000000

SECTION

26

UNINCORPORATED TERRITORY

CENTER
SEC. 26

PALMDALE BLVD

6
10-02-1956

ATLAS WY

VIKING WY

TR. NO. 46757 - 3, M.B. 1262/13 - 17

TR. NO. 46757 - 1,

ARMSTRONG DR

1209 / 19 - 25

EXPLORER WY

TR. NO. 46757, OF

TUSCAN CT

CITY
6
10-02-1956

SHAYNA CT

M.B. 1301 / 64 - 73

P.M. NO. 21054,
P.M.B. 228 / 1 - 3

T6N,

R11W,

S.B.M.

Annexation No. 104 shown thus

Boundary of Sanitation District No. 20 prior
to Annexation No. 104 shown thus

City Boundary

Prior Annexations shown thus

Area of Annexation 30.914 Acres

ANNEX. NO.
(RECORDING DATE)

LA County Assessor Landbase 2023,
CAMS Centerline, DPW City boundary
LA County Sanitation Districts:
Annexation Layer and District Layer



VICINITY MAP
NO SCALE

"FOR TAX ASSESSMENT
PURPOSES ONLY"

PROPOSED

0 150 300 Feet

COUNTY SANITATION DISTRICT NO. 20
OF LOS ANGELES COUNTY, CA
OFFICE OF CHIEF ENGINEER

ROBERT C. FERRANTE
CHIEF ENGINEER & GENERAL MANAGER

ANNEXATION NO. 104
TO

COUNTY SANITATION DISTRICT NO. 20
Recorded:



City Council Staff Report

DATE: MARCH 6, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

DISTRICT: 1

SUBJECT: ADOPT RESOLUTION NO. CC 2024-021, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADOPTING THE JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, ACTING ON BEHALF OF THE LOS ANGELES COUNTY GENERAL FUND AND THE LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF THE ANTELOPE VALLEY CEMETERY DISTRICT, THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, THE ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, THE CITY OF PALMDALE, AND THE ANTELOPE VALLEY - EAST KERN WATER AGENCY, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION 14-451 TO COUNTY SANITATION DISTRICT NO. 14

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2024-021, a Resolution of the City Council adopting the Joint Resolution of the Board of Supervisors of the County of Los Angeles, acting on behalf of the Los Angeles County General Fund and the Los Angeles County Consolidated Fire Protection District, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the Governing Bodies of the Antelope Valley Cemetery District, the Antelope Valley Mosquito and Vector Control District, the City of Palmdale, and the Antelope Valley – East Kern Water Agency, approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of property designated as Annexation 14-451 with the County Sanitation District No. 14 of Los Angeles County; and,

2. Authorize the Mayor to execute the Joint Tax Sharing Resolution No. CC 2024-021, approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of property designated as Annexation 14-451 with the County Sanitation District No. 14 of Los Angeles County; and
3. Authorize the Mayor to execute the County Sanitation District No. 14 of Los Angeles Joint Resolution, approving and accepting the Negotiated Exchange of property tax revenues resulting from the annexation of property designated as Annexation 14-451 with the County Sanitation District No. 14 of Los Angeles County.

BACKGROUND

In accordance with the Revenue and Tax Code (Sections 99 and 99.01), any time there is a jurisdictional change that results in a special district providing a new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive a portion of that property tax determined by resolution the amount of the annual tax increase to be transferred to that special district. The existing tax revenue based on the property's assessed value received by agencies will not change. Based on the increased property valuation assessment, this resolution only affects a percentage of future revenue agencies would receive.

DISCUSSION

In the attached Los Angeles County Sanitation District letter dated October 23, 2023, the County Sanitation District No. 14 of Los Angeles County has requested that the City of Palmdale enter into a tax-sharing agreement for the annexation of Parcel Number 3170-018-081, as shown in the Annexation Map No. 451. The proposed development is part of an industrial park development located at the northeast corner of Columbia Way/Avenue M and 30th Street East and has requested annexation into the County Sanitation District No. 14 of Los Angeles County. This annexation is a condition of the development's entitlement and is required before receiving sewer service

The execution of the Joint Resolution will approve the City's tax-sharing agreement for the annexation of the subject property into the County Sanitation District No. 14 boundary. All public agencies and special districts receiving property tax revenues for these parcels execute and are party to the same Joint Resolution.

Staff recommends that the City Council adopt Resolution No. CC 2024-021 authorizing the Mayor to execute the Joint Tax Sharing Resolution entitled Annexation No. 14-451 with County Sanitation District No. 14 of Los Angeles County for these parcels.

FISCAL IMPACT

The current property tax share ratio for the City of Palmdale within this area of said property is 0.066294047 (6.6294%). This Council action will allocate 0.000396135 (0.0396%) of any future tax increase to the County Sanitation District No. 20 of Los Angeles. This results in a net City tax share rate of 0.065897912 (6.5897%). For example, a tax increase based on the assessed property value for these parcels will generate an additional \$100 in total property tax. The City would receive an additional \$6.6294 of this increase, and the County Sanitation District No. 14 of Los Angeles would receive \$0.0662. This allocation follows the State Revenue and Taxation Code, and the allocation formula is established and calculated by the County Auditor-Controller.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

Reso. No. CC 2024-021
Atch 1 LA County Sanitation District Transmittal Letter
Atch 2 LA County Sanitation District Joint Resolution
Atch 3 Joint Resolution Tax Sharing Worksheet
Atch 4 Annexation Map No. 451

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-021

A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, ACTING ON BEHALF OF THE LOS ANGELES COUNTY GENERAL FUND AND THE LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF THE ANTELOPE VALLEY CEMETERY DISTRICT, THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, THE ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, THE CITY OF PALMDALE, AND THE ANTELOPE VALLEY – EAST KERN WATER AGENCY, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION NO. 14-451 TO THE COUNTY SANITATION DISTRICT NO. 14.

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

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 14 entitled Annexation No. 451.

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

SECTION 1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 14 in the annexation entitled Annexation No. 451 is approved and accepted.

SECTION 2. For each fiscal year commencing on and after July 1, 2023, or after the effective date of this jurisdictional change, whichever is later, the County

Auditor shall transfer to County Sanitation District No. 14 a total of 0.3252750 percent of the annual tax increment attributable to the land area encompassed within Annexation No. 451 as shown on the attached Worksheet.

SECTION 3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 14 as a result of annexation entitled Annexation No. 451.

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

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

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of the Antelope Valley Cemetery District, the Antelope Valley Mosquito and Vector Control District, Antelope Valley Resource Conservation District, the City of Palmdale, and the Antelope Valley – East Kern Water Agency, signatory hereto.

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

PASSED, APPROVED and ADOPTED this 6th day of March, 2024.

Austin Bishop, Mayor

Approved as to form:

ATTEST:

William P. Curley III
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 6th day of March, 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting City Clerk



**LOS ANGELES COUNTY
SANITATION DISTRICTS**

Converting Waste Into Resources

Robert C. Ferrante

Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400

Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998

(562) 699-7411 • www.lacsd.org

January 19, 2024

General Annexation File

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

Dear Mr. Padilla:

Tax Sharing Resolutions

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

Enclosed, in triplicate, is a Joint Tax Sharing Resolution (resolution) involving your city and others. The applicant has requested, in writing, annexation of his property into the County Sanitation District No. 14 (District) in order to receive off-site disposal of sewage. Please see the table below for the annexation and its associated project. The annexation process requires that a resolution for property tax revenue exchange be adopted by all the affected local agencies before an annexation may be approved. For any jurisdictional change which will result in a special district providing new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01). Please note that by sharing the property tax increment with the District resulting from this annexation, your city will not lose any existing ad valorem tax revenue it currently receives from the affected territory. Your city would only be giving up a portion of the revenues it would receive on increased assessed valuation.

Annexation No.

14-451

Type of Project

two proposed warehouses

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

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

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

Very truly yours,



Shirly Wang
Customer Service Specialist
Facilities Planning Department

SW:sw

Enclosures: 14-451

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

Los Angeles County General Fund

Los Angeles County Consolidated Fire Protection District

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES
COUNTY, AND THE GOVERNING BODIES OF

Antelope Valley Cemetery District

Antelope Valley Mosquito & Vector Control District

Antelope Valley Resource Conservation District

City of Palmdale

Antelope Valley - East Kern Water Agency

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES
RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 14.

"ANNEXATION NO. 451"

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

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 14 entitled *Annexation No. 451*;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 14 in the annexation entitled *Annexation No. 451* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2023, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 14 a total of 0.3252750 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 451* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 14 as a result of annexation entitled *Annexation No. 451*.

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

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

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Mosquito & Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, and Antelope Valley - East Kern Water Agency, signatory hereto.

CITY OF PALMDALE

SIGNATURE

ATTEST:

PRINT NAME AND TITLE

Secretary

Date

(SIGNED IN COUNTERPART)

ANNEXATION TO: CO. SANITATION DIST. NO 14 DEBT S.
ACCOUNT NUMBER: 066.45
TRA: 03456
EFFECTIVE DATE: 07/01/2024
ANNEXATION NUMBER: 451
PROJECT NAME: A-14-451
DISTRICT SHARE: 0.005975437

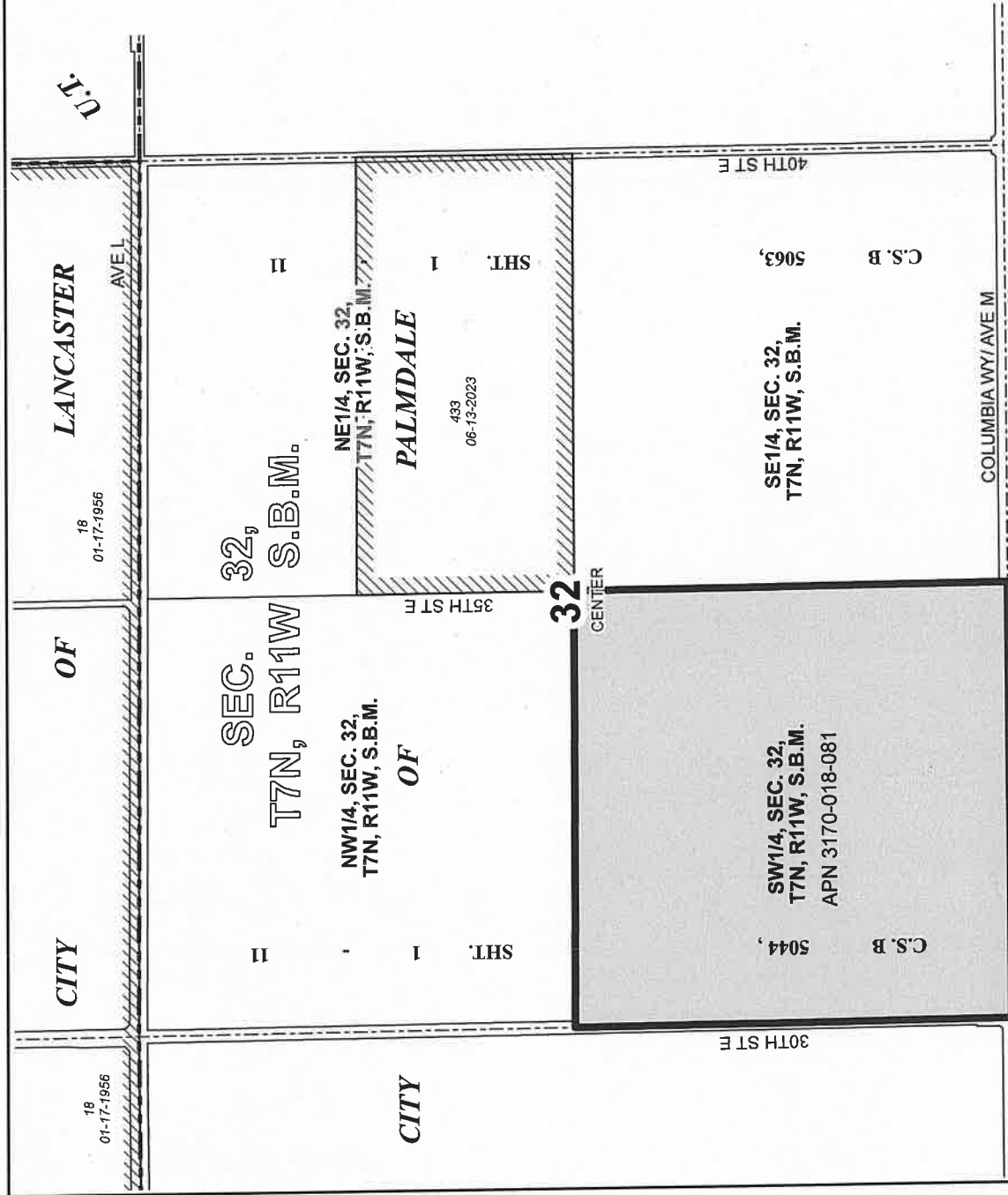
ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.260430282	26.0441 %	0.005975437	0.001556193	-0.001602165	0.258828117
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000125671	0.0125 %	0.005975437	0.000000750	0.000000000	0.000125671
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.184335691	18.4335 %	0.005975437	0.001101486	-0.001101486	0.183234205
007.31	L A C FIRE-FFW	0.007568010	0.7568 %	0.005975437	0.000045222	0.000000000	0.007568010
053.30	ANTELOPE VY CEMETERY DISTRICT	0.001525134	0.1525 %	0.005975437	0.000009113	-0.000009113	0.001516021
061.05	ANTELOPE VLY MOSQ & VECTOR CONTR	0.001915570	0.1915 %	0.005975437	0.0000011446	-0.0000011446	0.001904124
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.001041558	0.1041 %	0.005975437	0.000006223	-0.000006223	0.001035335
225.01	CITY-PALMDALE TD #1	0.066294047	6.6294 %	0.005975437	0.000396135	-0.000396135	0.065897912
300.10	ANTELOPE VY.-EAST KERN WATER AGY	0.0211116811	2.1116 %	0.005975437	0.000126182	-0.000126182	0.020990629
400.00	EDUCATIONAL REV AUGMENTATION FD	0.057855713	5.7855 %	0.005975437	0.000345713	EXEMPT	0.057855713
400.01	EDUCATIONAL AUG FD IMPOUND	0.128757180	12.8757 %	0.005975437	0.000769380	EXEMPT	0.128757180
400.15	COUNTY SCHOOL SERVICES	0.001558950	0.1558 %	0.005975437	0.000009315	EXEMPT	0.001558950
400.21	CHILDREN'S INSTIL TUITION FUND	0.003093883	0.3093 %	0.005975437	0.000018487	EXEMPT	0.003093883
464.01	EASTSIDE UNION SCHOOL DISTRICT	0.061157941	6.1157 %	0.005975437	0.000365445	EXEMPT	0.061157941
464.06	CO.SCH.SERV.FD.- EASTSIDE UNION	0.011715875	1.1715 %	0.005975437	0.000070007	EXEMPT	0.011715875
464.07	DEV CTR HDCPD MINOR EASTSIDE UN	0.000928643	0.0928 %	0.005975437	0.000005549	EXEMPT	0.000928643
717.02	ANTELOPE VALLEY UNION HIGH SCH.	0.107594712	10.7594 %	0.005975437	0.000642925	EXEMPT	0.107594712
717.06	CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000395404	0.0395 %	0.005975437	0.000002362	EXEMPT	0.000395404
717.07	ANTELOPE VY.UN.HI.-ELEM SCH FD.	0.052712745	5.2712 %	0.005975437	0.000314981	EXEMPT	0.052712745

ANNEXATION NUMBER: 451

PROJECT NAME: A-14-451

TRA: 03456

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
792.04	ANTELOPE VY.JT. COMMUNITY COLL.	0.029876180	2.9876 %	0.005975437	0.000178523	EXEMPT	0.029876180
***066.45	CO.SANITATION DIST.NO 14 DEBT S.	0.0000000000	0.0000 %	0.005975437	0.000000000	0.000000000	0.003252750
TOTAL:				1.0000000000	100.0000 %	0.005975437	-0.003252750
							1.0000000000



31 32
6 5
T6N

**"FOR TAX ASSESSMENT
PURPOSES ONLY"**

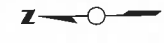
LA County Assessor's Landbase,
CAMS Centerline, DPW City Boundary
LA County Sanitation Districts:
Annexation Layer and District Layer

Annexation No. 451 shown thus
 Boundary of Sanitation District No. 14 prior
 to Annexation No. 451 shown thus
 City Boundary
 Prior Annexations shown thus
 Area of Annexation 164.090 Acres



COUNTY SANITATION DISTRICT NO. 14
 OF LOS ANGELES COUNTY, CA
 OFFICE OF CHIEF ENGINEER
 ROBERT C. FERRANTE
 CHIEF ENGINEER & GENERAL MANAGER
ANNEXATION NO. 451
 TO
 COUNTY SANITATION DISTRICT NO. 14
 Recorded:

PROPOSED



0 500 1,000 Feet

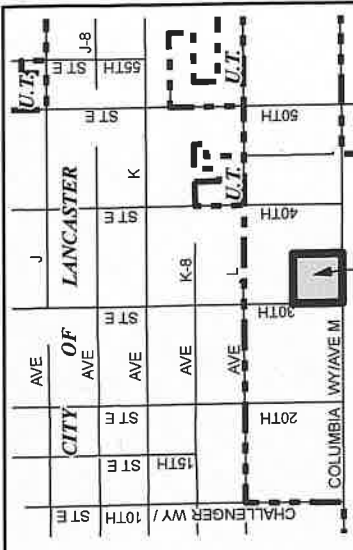
VICINITY MAP
NO SCALE

ANNEX NO 451

CITY OF PALMDALE

E AVENUE K-4

UNINCORPORATED TERRITORY





City Council Staff Report

DATE: MARCH 6, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS DEPARTMENT
MAINTENANCE DIVISION

DISTRICT: ALL

SUBJECT: AWARD LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH PARKWOOD LANDSCAPE MAINTENANCE, INC., IN AN AMOUNT NOT TO EXCEED \$16,120,000 FOR THE REMAINING THREE MONTHS OF FISCAL YEAR 2023-2024, AND THE SUBSEQUENT FOUR FISCAL YEARS FOR A TOTAL CONTRACT TERM OF 51 MONTHS

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8602 with Parkwood Landscape Maintenance, Inc., in an amount not to exceed \$16,120,000 for the remaining three months of fiscal year 2023-2024 and the subsequent four fiscal years for a total contract term of 51 months; and,
2. Authorize the City Manager or her designee to execute Agreement No. A-8602 with Parkwood Landscape Maintenance, Inc., including minimal and/or non-substantive changes.

BACKGROUND

The City administers service agreements with contractors specializing in various professional disciplines to assist with department operations; this includes landscape maintenance services for 238 Landscape Assessment Districts (5,565,318 square feet) and 58 General Benefit areas (1,737,013 square feet) citywide.

Over the last twenty years, the City has contracted these services in some capacity to meet the increasing maintenance requirements and community expectations. During the previous solicitation for these services, the City Council directed staff to address enhanced oversight and contract compliance verification. Therefore, these components

were built into the resulting agreement and ensured contractor accountability for the maintenance services provided.

For this solicitation and agreement, staff expanded upon the scope of work and technical specifications and enhanced the contract measures, incorporating compliance-based penalties and liquidated damages. This will ensure the contractor meets requirements and provides quality landscape maintenance services to the City.

Landscape maintenance services include, but are not limited to, the following:

- Turf mowing, edging, detailing, de-thatching, and aeration
- Pruning and rejuvenation of shrubs and ground cover plants
- Litter control, including disposal of trash and debris at City disposal sites
- Repairing irrigation mainlines, valves, lateral lines, and sprinklers
- Broadleaf weed control in medians, planters, niches, and adjacent right of ways up to the edge of pavement
- Fertilization of turf, shrubs, ground cover, and trees
- Hardscape cleaning
- Tree maintenance, including pruning, staking, tying, and guying of trees
- Cleaning flowlines and gutters, where applicable

These services provided by the landscape contractor, in conjunction with work performed by City staff, will meet increased service demands, address routine and deferred maintenance, and further the efficiency of operations to maintain safe, clean, and attractive public spaces and infrastructure for the community.

DISCUSSION

The City released Request for Proposal (RFP) No. 23-001-3610 for Landscape Maintenance Services on September 28, 2023. Notification of the RFP release was sent electronically to registered vendors on PlanetBids, with 19 vendors registered as prime contractors. The solicitation was also published in the Antelope Valley Press.

A mandatory pre-bid meeting was held on October 11, 2023, with seven prospective bidders attending. The pre-bid meeting offered prospective bidders a review of the solicitation requirements and accountability measures to be enforced and afforded an opportunity to ask other questions regarding the bid.

Five (5) proposals were received on October 31, 2023, and are summarized below:

Bidder	Location	Estimated Bid Amounts	Eval Score
Parkwood Landscape Maintenance, Inc.	Lancaster, CA	\$15,112,327.06	70.14
Stay Green, Inc.	Santa Clarita, CA	\$13,021,332.09	66.06
Elite Maintenance & Tree Service	Bakersfield, CA	\$11,629,089.62	63.83
Mariposa Landscape, Inc.	Irwindale, CA	\$17,530,060.80	55.50
Rich Meier's Landscaping, Inc.	Lancaster, CA	\$22,532,022.17	53.14

Each prospective bidder was evaluated on their Ability/Methodology, Communication/Quality Control, Project Staffing, Cost Proposal, and References/Past Performance. While the prospective bidders each demonstrated that they met and/or exceeded the required qualifications and abilities to perform the requested services, Parkwood Landscape Maintenance, Inc. and Stay Green, Inc. provided the most responsible bids and received the top evaluation scores.

Staff conducted interviews with the top two bidders to have them further expand on their proposals and address specific questions on how they would meet the City's desired service levels and expectations. Based on their presentations, Parkwood Landscape Maintenance, Inc. received the top interview and overall evaluation score.

	Original Score	Interview Score	Overall Score
Parkwood Landscape Maintenance, Inc.	70.14	68.17	69.15
Stay Green, Inc.	66.06	57.33	61.70

Parkwood Landscape Maintenance, Inc. presented the most adequate staffing plan, including proposed routes and schedules, to meet the maintenance frequencies and scope of work. They also provided a more comprehensive and proactive Integrated Pest Management Plan and have a local maintenance yard facility for timely service and response. Parkwood Landscape Maintenance, Inc. has provided maintenance services for the City's Landscape Assessment Districts over the last ten years, making them familiar with its infrastructure, operations, and expectations. In addition, all positions (1 part-time and 39 full-time) dedicated to services under the new agreement will be local Antelope Valley residents.

FISCAL IMPACT

\$16,120,000; Sufficient funds for these landscape services are budgeted in Landscape Maintenance Accounts 10133003-723410 (General Benefit Areas and Fairway Business

Park) and 25133003-723410-3610 (Landscape Assessment Districts) for the remaining three months of fiscal year 2023-2024, beginning April 1, 2024, and shall be budgeted for each of the subsequent four years for a total contract term of 51 months, expiring June 30, 2028, to align with the fiscal year periods.

The agreement price reflects the contract labor, materials, and supplies cost to provide recurring (weekly and biweekly) landscape maintenance services and projected additional program needs, such as landscape renovations or resets, basin maintenance, fertilization, and beautification projects.

The recurring service amounts outlined in the tables below are rounded from the fee schedule totals for budgeting purposes. The additional service amounts were calculated based on the fee schedule rates and projected work each year.

Service Type	Cost
Recurring landscape maintenance services	\$12,760,000
Additional landscape services and beautification projects	\$ 3,360,000
Contract Total	\$16,120,000

Contract Year	Recurring Services Budget	Additional Services Budget	Total Budget per Year
Year 1: FY 23-24 (partial)	540,000	130,000	670,000
Year 2: FY 24-25	2,920,000	600,000	3,520,000
Year 3: FY 25-26	3,010,000	810,000	3,820,000
Year 4: FY 26-27	3,100,000	910,000	4,010,000
Year 5: FY 27-28	3,190,000	910,000	4,100,000
Contract Totals	12,760,000	3,360,000	16,120,000

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

A. 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 Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Agrmt No. A-8602 with Parkwood Landscape Maintenance, Inc
Atch 1 RFP No. 23-001-3610 Landscape Maintenance Services

**AGREEMENT NO. A-8602
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND PARKWOOD LANDSCAPE
MAINTENANCE, INC.**

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and PARKWOOD LANDSCAPE MAINTENANCE, INC., a Corporation , (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

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

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

1 CITY PROJECT MANAGER

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

2 DESCRIPTION OF WORK

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

Professional Landscape Maintenance Services in Landscape Assessment Districts (LADs), General Benefit Landscape Areas (GBA), and Fairway Business Park (FBP) as more specifically set forth in Exhibit B Scope of Services and Technical Specifications.

PAYMENT AND PERFORMANCE BONDS

The CONTRACTOR shall post a performance bond, certified check or money order and payment bond each in the amount of 100% of the projected annual services price for each year of the contract term.

Such bonds are requested by the CITY before the day of City Council approval of the contract and collected within ten (10) days as a guarantee of timely delivery and that equipment, materials and/or goods are delivered according to specifications. For each subsequent year of the contract term, such bonds shall be submitted to the CITY before the start of the fiscal year term (July 1). CITY may request the Bonds

sooner, if time is of the essence on the project.

Projected Annual Services Total for LADs, GBA, and FBP:

Year 1 FY 2023-2024.....\$ 539,405.09

Year 2 FY 2024-2025.....\$2,915,813.41

Year 3 FY 2025-2026.....\$3,003,259.77

Year 4 FY 2026-2027.....\$3,093,291.60

Year 5 FY 2027-2028.....\$3,186,106.13

LICENSES

At all times during the term of this Contract, CONTRACTOR shall possess and maintain all required Federal, State, and local licenses and permits. CONTRACTOR shall possess a valid and current Class C-27 Landscaping Contractor's License and C-61 Limited Specialty Classification with D-49 Tree Service subcategory with the Contractor's State License Board (CSLB) and City of Palmdale Business License to perform the required work. CONTRACTOR shall obtain a C-31 Construction Zone Traffic Control Contractor's license per this Contract's Traffic Control requirements set forth below and in Section K of Exhibit B.

CONTRACTOR's CSLB license number is 685864. CONTRACTOR's DIR registration number is 1000016565. CONTRACTOR's Business License number is 11600794. CONTRACTOR hereby certifies that it holds the required license(s).

PREVAILING WAGE

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

PAYROLL RECORDS

CONTRACTOR shall comply with the requirements of Section 1776 of the Labor Code, of the State of California. Failure of the CONTRACTOR to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for unpaid wages and penalties as authorized by the Labor Code.

CONTRACTOR shall submit certified payroll records (CPRs) to the Labor Commissioner using DIR's electronic certified payroll reporting system. CITY shall

verify CONTRACTOR's eCPRs are submitted before processing invoices for payment.

TRAFFIC CONTROL

Traffic Control Requirements

CONTRACTOR shall be responsible for all work zone safety delineation required at each work site including design and implementation of all temporary work zone traffic control per the California Manual on Uniform Traffic Control Devices, latest edition. CONTRACTOR shall supply all labor and equipment required for proper implementation of temporary work zone traffic control and shall utilize high visibility arrow/message boards while working on all major arterial streets.

CONTRACTOR must obtain an Encroachment Permit. The CONTRACTOR shall provide Engineered Traffic Control Plans per requirements of their Encroachment Permit.

Traffic Control Encroachment Permit

All traffic control devices and layouts shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices. Applicant shall submit, for City review, an engineered traffic control plan when the proposed construction work involves any of the following conditions: (1) Moving traffic over the street centerline; (2) Reducing the number of travel lanes by more than one lane; (3) Any road closure (one or two-way); and/or (4) Any work performed within 250 feet of a traffic signal.

In addition, at the discretion of the Deputy Director of Public Works/City Engineer, an engineered traffic control plan may be required for other work impacting the public right-of-way. The applicant is solely responsible for the traffic control design and implementation. Furthermore, the applicant is responsible for maintaining the approved traffic control plan for the construction zone on a 24-hours basis. The traffic control plan shall remain in place until work is completed. Any street closure will require the approval of the Deputy Director of Public Works/City Engineer.

Traffic Control Conditions

Emergency vehicle access shall always be maintained. Access to private property shall always be maintained, unless otherwise authorized by the City of Palmdale. All traffic signs, traffic control devices and traffic control procedures shall conform to the California Manual on Uniform Traffic Control Devices, latest edition.

Traffic Control standards are applicable to all work performed under the Agreement and are subject to Compliance-Based Punitive Penalties as defined in Section L of Exhibit B. Subcontracting for traffic control only will be allowed.

A C-31 Construction Zone Traffic Control Contractor license is required.

SAFETY PRACTICES

The CONTRACTOR is fully responsible for the safe performance of all work for which they are contractually committed, whether performed by themselves or by their Subcontractors. The CONTRACTOR must provide adequate protection for the health and safety of CITY employees, the general public and their own personnel. The CONTRACTOR must have in place their own Injury and Illness Prevention Program as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. CONTRACTOR shall provide the Table of Contents of current IIPP (Illness Injury Prevention Plan) with bid response. Full IIPP due within 10 days of Notice of Intent to Award.

- The CONTRACTOR shall develop and maintain a safety program in compliance with Public Law 91-596 Occupational Safety and Health Act (OSHA) Series 1910 Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The CONTRACTOR shall be subject to safety inspections of its work sites by the CITY. CONTRACTOR safety records shall be available upon request. All unsafe incidents shall be immediately reported. A copy of the safety program implemented for the contract shall be provided to the CITY for review and concurrence.
- Accident Reporting. The CONTRACTOR shall maintain an accurate record of, and shall report to the CITY, exposure data and all accidents resulting in death, traumatic injury, or occupational disease, incidental to work performed under this contract.
- Damage Reporting. The CONTRACTOR shall maintain an accurate record of, and shall report to the CITY, damage to property, materials, supplies and equipment incidental to work performed under this contract. Damage resulting from CONTRACTOR negligence, as determined by the CITY, shall be the responsibility of the CONTRACTOR.
- Environmental Protection; Compliance with Laws and Regulations. The CONTRACTOR shall be knowledgeable of and comply with all applicable interstate, federal, state, and local laws, regulations, and requirements regarding environmental protection. The CONTRACTOR shall comply with Federal Environmental Protection Agency law as it applies to hazardous materials handling, transportation, and waste management. The CONTRACTOR is solely responsible for any liability regarding the release of substances.

CALIFORNIA AIR RESOURCES BOARD (CARB) SB-1 COMPLIANCE

In-Use Off-Road Diesel - Fueled Fleets Regulation.

CONTRACTOR shall comply with CARB to obtain and retain a fleet's valid certificate of reported compliance with the DMV. Amendments include but are not limited to the following:

- Engine tier and model year phase-out requirements to accelerate the retirement of the oldest and dirtiest engines (Tier 0 through 2). Dates vary by fleet size.
- Restriction on adding vehicles with Tier 3 and Tier 4i engines.
- Requirement starting January 1, 2024, to use R99 or R100 renewable diesel in off-road diesel vehicles.
- Requirement starting January 1, 2024, for prime contractors and public works awarding bodies to obtain and retain a fleet's valid Certificate of Reported Compliance and to not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance.
- Voluntary compliance flexibility options for fleets that adopt zero-emission technology.

INSURANCE

CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the coverage and limits of insurance identified in Section 10, 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.

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 each year during the Contract term for CITY records.

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 services supplied under this Contract shall be fully guaranteed by CONTRACTOR for the duration of the CONTRACT. 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:

Landscape Maintenance Operations - Staffing Plan

Part-Time Positions

- One (1) Regional Account Manager; part-time assignment

Full-Time Positions

- One (1) Full-Time Account Manager
- One (1) Full-Time Supervisor - East
- One (1) Full-Time Supervisor - West
- Eight (8) Full-Time Crew Leaders
- Sixteen (16) Full-Time Gardeners
- Three (3) Full-Time Mow Operators
- Seven (7) Full-Time Irrigation Technicians
- Two (2) Full-Time Pest Control Operators

Total Full-Time Personnel = Thirty-Nine (39) Employees

CONTRACTOR shall maintain the minimum staffing plan ("key personnel") listed above for the duration of the Contract to meet service expectations. No position designated as "key personnel" shall be removed or replaced without prior written concurrence of the CITY. Any other modifications to the key personnel positions shall be mutually agreed upon by CITY and CONTRACTOR.

CONTRACTOR shall provide an employee roster (including names and position assignments) and list of assigned vehicles and equipment (including vehicle/equipment type and ID numbers) to the CITY's Landscape Superintendent or their designee each month for CITY records.

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 FIFTY-ONE (51) MONTHS (4 years and 3 months), commencing on the effective date, with CITY reserving the option to extend the agreement for 0 additional terms of one year each.

5 ACCEPTANCE AND DOCUMENTATION

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

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

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

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

6 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed Sixteen Million One Hundred Twenty Thousand dollars (\$16,120,000.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

As set forth in the following exhibits attached hereto and made part hereof by reference:

- Exhibit C Fee Schedule - Landscape Assessment Districts (LADs)
- Exhibit D Fee Schedule - General Benefit Landscape Areas (GBA) & Fairway Business Park (FBP)
- Exhibit E Fee Schedule - Additional Services

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

- \$2,000,000.00 limit on a per occurrence basis
- \$5,000,000.00 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*

- \$2,000,000 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 liability coverage is provided on a "claims made basis", CONTRACTOR will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this

Agreement, and will cover CONTRACTOR, or its officers, employees, or agents during the time this Agreement was in effect.

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

10.10 CONTRACTOR shall require any and all 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:

PARKWOOD LANDSCAPE
MAINTENANCE, INC.:

SIGNATURE AREA

SIGNATURE AREA

Ronda Perez
City Manager

David L. Melito
President

SIGNATURE AREA

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

ADDRESS FOR NOTICE:
PARKWOOD LANDSCAPE
MAINTENANCE, INC.
16443 Hart Street
Van Nuys, CA 91046

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
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

EXHIBIT A
Prevailing Wage Requirements

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

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

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

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

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

5. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
6. Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.
7. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.
8. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.
9. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

EXHIBIT B SCOPE OF SERVICES

CONTRACTOR shall provide the following services in a manner satisfactory to CITY: **Professional Landscape Maintenance Services in Landscape Assessment Districts (LADs), General Benefit Landscape Areas (GBA), and Fairway Business Park (FBP).**

The following are general expectations for the work to be performed.

- Turf mowing, edging, detailing, de-thatching, and aeration
- Pruning and rejuvenation of shrubs and ground cover plants
- Litter control, including disposal of trash and debris at City disposal sites.
- Repairing irrigation mainlines, valves, lateral lines, and sprinklers.
- Broadleaf weed control in medians, planters, niches, and adjacent right of ways up to the edge of pavement
- Fertilization of turf, shrubs, ground cover, and trees
- Hardscape cleaning
- Tree maintenance, including pruning, staking, tying, and guying of trees.
- Clean flowlines and gutters, where applicable
- Disaster/emergency response support

It is understood that except as otherwise specifically stated in the contract, CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time, including permits, insurance and licenses (including City of Palmdale Business License) necessary for the execution of the work shall be secured and paid for by the CONTRACTOR. **No subcontracting is allowed.**

The City reserves the right to increase or decrease the contract's scope of services at any time during the term if determined to be in the City's best interest. This may include initiating any maintenance operations or suspending or reducing existing maintenance if deemed necessary. Should additional square footage be added, additional landscape maintenance may be required. The City and CONTRACTOR shall mutually agree on the additional square footage to be maintained.

CONTRACTOR shall adhere to the Maintenance Routes and service days submitted with the bid proposal. Any changes to the routes shall be submitted to and approved by the CITY's Landscape Superintendent or their appointed designee.

Term of Contract

The contract term shall be as follows:

- | | | | |
|-------------|---------------|----|---------------|
| 1. FY 23/24 | April 1, 2024 | to | June 30, 2024 |
| 2. FY 24/25 | July 1, 2024 | to | June 30, 2025 |
| 3. FY 25/26 | July 1, 2025 | to | June 30, 2026 |
| 4. FY 26/27 | July 1, 2026 | to | June 30, 2027 |
| 5. FY 27/28 | July 1, 2027 | to | June 30, 2028 |

Professional Landscape Maintenance Services for Landscape Assessment Districts shall commence upon contract execution. General Benefit and Fairway Business Park Professional Landscape Maintenance Services shall commence at the beginning of Year 2 (July 1, 2024) of the contract term.

Work Schedule

CONTRACTOR's working hours, except for those functions described in the Technical Specifications, shall be limited to the hours between 6:00 AM and 5:00 PM Monday through

Friday, except for major holiday observances. Deviation from normal working hours will not be allowed without prior written consent from the superintendent or appointed designees.

The city observes the following legal holidays where landscape maintenance services will not be scheduled:

- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day

MAINTENANCE TECHNICAL SPECIFICATIONS

The following sections are included in the technical specifications:

SECTION A.	INTENT OF SPECIFICATIONS
SECTION B.	GENERAL MAINTENANCE SPECIFICATIONS
SECTION C.	TURF MAINTENANCE SPECIFICATIONS
SECTION D.	MEDIAN AND PLANTER/NICHE MAINTENANCE SPECIFICATIONS
SECTION E.	IRRIGATION SPECIFICATIONS
SECTION F.	INTEGRATED PEST MANAGEMENT SPECIFICATIONS
SECTION G.	TREE MAINTENANCE SPECIFICATIONS
SECTION H.	FERTILIZATION SPECIFICATIONS
SECTION I.	DETHATCH OPERATIONS
SECTION J.	AERATION OPERATIONS
SECTION K.	TRAFFIC CONTROL SPECIFICATIONS
SECTION L.	COMPLIANCE-BASED PUNITIVE PENALTIES, LIQUIDATE DAMAGES, AND PROPERTY DAMAGE RESTITUTION

SECTION A. INTENT OF SPECIFICATIONS

The Contractor agrees to provide services according to the highest quality landscape industry accepted standards, employing up-to-date methods, procedures, and controls for landscape maintenance consistent with the City's landscape maintenance specifications. This shall include the use of proper knowledge, skills, materials, and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of this contract.

SECTION B. GENERAL MAINTENANCE SPECIFICATIONS

General Maintenance Specifications are applicable to all landscape areas serviced under this Agreement, including Landscape Assessment Districts, General Benefit Landscape Areas, and Fairway Business Park.

The CITY will accept NO less than full completion of the following functions during applicable weekly or biweekly service days and within the full span of each landscape service area. Failure to comply with this expectation will result in compliance-based punitive penalties and/or liquidated damages as defined in *Section L*.

B.1 Service Frequency

Services for all locations within the designated landscape areas under this Agreement shall be performed at the following frequency, unless otherwise noted.

Landscape Assessment Districts

Services in all Landscape Assessment District locations shall be performed one time per week (weekly), unless otherwise noted.

General Benefit Landscape Areas and Fairway Business Park

Services in all General Benefit Landscape areas and Fairway Business Park shall be performed once every two weeks (biweekly), unless otherwise noted.

Landscape Areas	Service Frequency
Landscape Assessment Districts	Weekly
General Benefit Landscape Areas and Fairway Business Park	Bi-weekly

B.2 Drains and Grates

Drainage infrastructure including channels and gutters within maintained landscape areas and up to the edge of asphalt pavement shall be kept free of vegetation, debris, and algae to allow the unrestricted flow of water. Plugged drains, and missing or damaged grates shall be reported to the superintendent or appointed designee immediately.

B.3 Reporting of Landscape Pests and Disease

During regularly scheduled maintenance, the CONTRACTOR shall inspect all areas being serviced for the presence of disease, insect and/or rodent infestation. The CONTRACTOR shall immediately notify the superintendent or appointed designee if any disease, insect and/or rodent infestation is found.

B.4 Reporting of Plant Material Loss or Damage

The CONTRACTOR shall immediately notify the superintendent or appointed designee of any damage and/or loss of plant material due to any cause in the serviced landscaped areas.

B.5 General Reporting Requirements

CONTRACTOR shall report the following items to the superintendent or appointed designee if discovered in the serviced landscaped area:

- IMMEDIATELY: Large Roadway Debris; General Vandalism
- DAILY: Large Dumped Debris; Stray Shopping Carts, Graffiti

B.6 Landscape Replacement Responsibility

The CONTRACTOR shall be responsible for replacement of turf, annual plants, trees, shrubs, ground cover when damage and/or loss is deemed to result from CONTRACTOR's negligence of landscape maintenance operations as specified herein. The size and species of replacement plant material will be according to the surrounding landscape and as directed by the superintendent or appointed designee.

B.7 Contractor-Generated Trash

All areas, including medians, hardscapes, sidewalks, walkways, roadways, trails, curb, gutter, private property, or other areas, dirtied by maintenance operations shall be cleaned and all debris shall be disposed of offsite prior to the completion of weekly service. No debris shall be blown into streets, roadways, or adjacent properties.

B.8 User Generated Trash

Dumped debris, glass, leaves, paper, and/or other debris shall be removed and disposed of offsite during each service day. CONTRACTOR shall notify the superintendent or appointed designee when illegally dumped debris that appears to have been dumped by an identifiable party is found within the landscape service area. Once an enforcement report has been made to Neighborhood Services Community Preservation, the superintendent or appointed designee will direct the CONTRACTOR to remove and dispose of dumped debris.

B.9 Green Waste Disposal

The CITY may require the CONTRACTOR to dispose of all green waste generated by the performance of the work specified herein at a specific location. All green waste is to be transported to the location authorized by the superintendent or appointed designee and placed in a designated green waste bin.

B.10 Disposal of Refuse and Debris

All debris and refuse collected from city landscape service areas must be disposed of properly and in the most environmentally responsible manner by the contractor. The city will provide debris disposal sites at locations determined by the superintendent or appointed designee. Hazardous materials including blood, vomit, urine, feces, and drug-paraphernalia such as syringes shall be reported immediately to the city and will be removed by a biohazard clean up and removal service provided by the city.

B.11 Sound Control

CONTRACTOR shall comply with all applicable sound control and noise level rules, regulations, and ordinances applicable to any work performed. Noise level requirements shall apply to all equipment used on the work site or otherwise related to the landscape maintenance service, whether or not owned by CONTRACTOR. Each internal combustion engine used for any purpose at work sites shall be equipped with a muffler as per manufacturer recommendation.

B.12 Emergencies and Emergency Response

Emergency and/or unusual situations may arise which will require immediate and unusual provisions to protect the public from danger and/or damage to life and/or property, due directly or indirectly to the execution of work, and it is part of the service required of the CONTRACTOR to make such provisions and to furnish such protection.

CONTRACTOR shall have a supervisor available by telephone on a 24-hour basis, 365 days per year assigned to provide direct and prompt attention to requests from CITY for emergency and after-hours service. Response time for emergencies and after-hours service requests shall be at most one (1) hour.

CONTRACTOR shall use foresight and take such actions and precautions as CONTRACTOR's operations make necessary to protect public from danger or damage, or loss of property or life, which would result from the interruption or contamination of public water supply, irrigation, or other public service or from failure of partly or unsafely completed work. CONTRACTOR shall be held financially liable for all costs associated with necessary repairs resulting from CONTRACTOR negligence.

B.13 Scheduled Disruption

CONTRACTOR shall provide professional landscape maintenance services as described in each section of the Technical Specifications of the solicitation. The minimum frequency schedules will be adjusted for any major holiday observance as specified in the Government Code of the State of California when such holiday falls on a regularly scheduled maintenance day. Any site not serviced resulting from major holiday observance shall be serviced immediately following major holiday.

B.14 Maintenance Schedule / Commencement of Work

CONTRACTOR shall submit a landscape maintenance schedule to the CITY prior to the commencement of any work. CONTRACTOR's schedule is to be submitted for informational purposes to ensure sites will be maintained according to the minimum frequency expectations outlined in each section of the technical specifications stated in the solicitation. Copies of such schedules shall be available at the CONTRACTOR's dispatch location and the Public Works Maintenance office.

Unless otherwise directed by the superintendent or appointed designee, the turf, median, planter/niche, and irrigation maintenance schedules shall identify the serviced location, work dates, and be structured to comply with requirements stated in the solicitation.

CONTRACTOR shall provide monthly schedule updates to CITY. Any significant changes in landscape maintenance service operations schedule will require submission of proposed revised schedule to CITY for approval.

B.15 Equipment

CONTRACTOR shall furnish, at its own expense, all equipment and materials necessary for the satisfactory performance of the work set forth in this solicitation. All equipment must be, and remain, in a good state of repair. All equipment will be used according to Manufacturer's recommendations.

Trucks and trailers provided for landscape maintenance services shall have the following minimum accessories or features:

- Mobile radio equipped with CONTRACTOR radio frequencies and/or cellular telephone.
- Operational and clearly visible rotating or strobe warning light and flashing rear taillights.
- Appropriate rear-mounted warning signs
- Appropriate signs and delineation devices
- Painted or appropriately marked for high visibility.
- Unique identification number

Both sides of each landscape maintenance vehicle shall be clearly marked with the following information in three (3") inch letters:

- Company Name and/or Logo
- City of Palmdale
- Contract Landscape Maintenance
- Company Telephone Number

CONTRACTOR will be responsible for rebuilding, restoring, repairing, and otherwise correct damage to any public or private property caused by CONTRACTOR operations.

California Air Resources Board (CARB) SB-1 Compliance

CONTRACTOR shall comply with all California Air Resources Board (CARB) regulations.

As of November 17, 2022, amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation include but are not limited to the following:

- Engine tier and model year phase-out requirements to accelerate the retirement of the oldest and dirtiest engines (Tier 0 through 2). Dates vary by fleet size.
- Restriction on adding vehicles with Tier 3 and Tier 4i engines.
- Requirement starting January 1, 2024, to use R99 or R100 renewable diesel in off-road diesel vehicles.
- Requirement starting January 1, 2024, for prime contractors and public works awarding bodies to obtain and retain a fleet's valid Certificate of Reported Compliance and to not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance.
- Voluntary compliance flexibility options for fleets that adopt zero-emission technology.

B.16 Communication Equipment

CONTRACTOR shall provide a telephone answering service, toll-free to residents and/or businesses of the City of Palmdale, from 7:30 AM to 4:30 PM Monday through Friday, except on major holiday observance days.

Answering service shall have the capability of contacting CONTRACTOR by radio or cellular telephone equipment for the purpose of relaying instructions from the superintendent or appointed designee and for receiving resident and/or business complaints.

B.17 Permits/Licenses

CONTRACTOR shall procure all permits and licenses required to lawfully execute the services under this Contract.

CONTRACTOR shall possess a valid California C-27 Landscaping Contractor license and C-61 Limited Specialty classification license with D-49 Tree Services subcategory license at the time that the Contractor submits its proposal. Failure to possess the specified license shall render the proposal non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of the bid. CONTRACTOR and all subcontractors must maintain current licensing throughout the life of the project.

B.18 Communication and Reporting

CONTRACTOR shall contact superintendent and/or appointed designee daily to submit work reporting forms, convey messages, return telephone calls to the public, schedule field reviews, etc. The CITY Public Works Maintenance Division's normal business hours are Monday through Thursday from 6:30 AM to 5:00 PM. The city phone number during normal business hours and for after-hours emergencies is (661) 267-5338.

CONTRACTOR shall investigate all applicable complaints concerning the landscape maintenance service as requested by the superintendent or appointed designee. Complaints received by CONTRACTOR prior to 2:30 PM shall be investigated that same day. Complaints received by CONTRACTOR after 2:30 PM shall be investigated before 12:00 PM (Noon) the following workday. Notification via email of Contractor's findings after investigating and/or resolving complaint shall be sent to City within 24 hours.

CONTRACTOR shall maintain weekly communication of scheduled work progress via a CITY group e-mail distribution list. Weekly reports shall contain following types of information:

- Schedule delays and justification for delays, if applicable
- Number and types of complaints received during the week, including action taken.
- Disease/pests found.
- Observed vandalism.
- Graffiti locations.
- Material loss.

B.19 Contractor Employee Expectations

All employees of CONTRACTOR shall be dressed in clean uniforms with suitable identification and no portion of the uniform may be removed while working. Any employee found out of uniform shall be immediately removed from the work area. The following items are minimum uniform requirements:

- Shirts and Jackets – Highly visible Class 3 reflective colors and materials.
- Shirt Identification – Employee name and company name/logo
- Trousers – Full length (year-round)
- Shoes – Work boot with steel toe
- Head protection – OSHA approved.

Any CONTRACTOR employee who fails or refuses to carry out any direction of the Landscape Superintendent or appointed designee, or is in the opinion of the CITY to be incompetent, unfaithful, intemperate, or disorderly; uses threatening or abusive language to any person in the course of work while representing the CITY; or is otherwise found to be unsatisfactory, shall be discharged immediately and shall not again be employed on the work associated with CITY except by written consent of CITY.

All CONTRACTOR employees shall have the following basic knowledge skills, and abilities:

- Proper license(s) to operate equipment.
- Ability to operate equipment in accordance with manufacturer recommendations.
- Mechanical ability to make required operator adjustments to equipment being used.
- Knowledge of safety regulations as they relate to professional landscape services and proper traffic control.
- American Red Cross Standard First Aid Certification – minimum one crew member per crew
- Demonstrated knowledge of landscape maintenance operations
- Become familiar with and perform all associated Professional Landscape Maintenance Services according to the Technical Specifications outlined herein and Section 6 of the City of Palmdale Engineering Standards.

CONTRACTOR shall provide effective supervision to all CONTRACTOR employees. CONTRACTOR employees will follow directions and/or instructions given by superintendent or appointed designee. CONTRACTOR shall provide a list including employee names and 24-hour telephone number(s) of all employees in a supervisory capacity.

B.20 Automatic Vehicle Location Device

Automatic vehicle location device (vehicle location and management system (e.g., GPS), which will report all landscaping service activity to the CITY and the CONTRACTOR is required on all vehicles providing service within the CITY. CONTRACTOR must provide the city with reasonable means to access location device information to verify locations that have been serviced.

B.21 Dispute Resolution

The superintendent or appointed designee will have access to work and shall be furnished with every reasonable facility for acquiring full knowledge respecting the progress, workmanship and character of materials used and employed in the work. When CONTRACTOR varies the period during which work is carried out, CONTRACTOR shall give notice to superintendent or appointed designee so proper access for inspection may be provided. Any inspection of work shall not relieve CONTRACTOR of any obligations to fulfill service requirements.

All questions arising from the performance of the work shall be directed to the superintendent or appointed designee. To aid in the resolution of problems, CITY may utilize a mutually acceptable horticulturist or certified arborist to examine and inspect landscape areas to assist superintendent or appointed designee to assess the quality of the CONTRACTOR's maintenance. Either superintendent or appointed designee will do the inspection and administration of contract work.

CONTRACTOR shall accompany the superintendent or appointed designee on landscape inspection tours of all areas of responsibility once per week, whereupon any maintenance deficiencies will be noted in the Inspector's Weekly Report. All deficiencies noted in this report are required to be corrected by the CONTRACTOR within forty-eight (48) hours. Deficiencies in workmanship or materials because of defective work by CONTRACTOR shall be made good by CONTRACTOR as previously noted.

All deficiency notices and calculations of payment deductions shall originate with the authorized designees and/or superintendent and ultimately authorized by superintendent and/or maintenance services manager.

B.22 Exclusions

The CONTRACTOR shall NOT be responsible for the maintenance of the following items; however, the CONTRACTOR shall report any issues within the maintenance categories listed below to the superintendent or appointed designee.

- Graffiti removal
- Fence Repair/Painting
- Unsafe Sidewalks
- Vandalism to Marquees and/or Monuments
- Damage to City infrastructure resulting from traffic collisions.

SECTION C. TURF MAINTENANCE SPECIFICATIONS [TURF & MEADOW TYPE GRASS]

All specifications listed previously, and the following specifications shall apply to all serviced landscape areas.

City will accept **NO** less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in a compliance based punitive penalty and/or liquidated damages.

C.1 Turf Mowing

Turf shall be mowed with power mowers. The mowers shall be maintained to provide a smooth even cut without tearing. The reel or blade adjustment will provide a uniform, level cut without ridges or depressions. Cutting heights for all turf shall be 2.5" or as directed by superintendent or appointed designee.

Prior to initiating a mowing operation, the site is to be inspected by a trained and responsible employee, who will determine the appropriate operation. Trash shall be removed so as not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across. Damaged sprinkler heads and valve box covers are to be immediately reported. Recycling mowers are required.

When mowing operations cannot be thoroughly completed within the designated time frame, the superintendent or appointed designee shall be immediately notified through the Contractor's communication network.

Frequency

Mowing will occur weekly and/or bi-weekly per the respective service area during the growing season. Mowing shall be performed at such intervals of time so that no more than one-third of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed, but at intervals of no less than described in the frequency schedule. Work shall be performed on the same day each week.

Estimated mowing per year: 33.

Inclement weather may prohibit adherence to the scheduled frequency. The superintendent or appointed designee shall reassign CONTRACTOR maintenance crews to assist city staff with basin maintenance during inclement weather. All maintenance missed due to inclement weather shall be rescheduled during the next scheduled frequency. Compliance based punitive penalties will be waived during inclement weather reassignment.

C.2 Meadow Grass/Slope Maintenance

Meadow grass shall be trimmed using power trimmers to provide a smooth cut that is approximately 10-12 inches in height. Maintenance trimming should not cut the crown of the grass.

Frequency

Slope trimming shall be performed approximately every 4 weeks, at such intervals of time as to maintain the grass at a height acceptable to the City, but at intervals of no less than described in the frequency schedule. Inclement weather may preclude adherence to the frequency schedule. The CONTRACTOR may request alteration of this trimming frequency from the superintendent or appointed designees for reasons of rain or prolonged cold. All trimming missed due to inclement weather shall be rescheduled and completed within three (3) working days. Failure to comply with this expectation will result in compliance based punitive penalty.

Estimated slope trimming frequencies per year: 12.

C.3 Edging

All grass borders shall be neatly and uniformly edged or trimmed concurrent with every trimming and/or mowing.

Turf borders along sidewalks and mow strips shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

Trimming around turf appurtenances (e.g., valve and meter boxes, controller enclosures, manhole covers etc.) may be accomplished using string trimmers.

C.4 Medians/Sidewalks

Medians, hardscapes, and sidewalks shall be maintained in a weed free condition by utilizing a selective herbicide application. This includes weeds in all paved and/or unpaved surfaces and in joints, cracks, or other crevices within or adjoining to the curb and gutter areas, up to the edge of asphalt pavement, within the boundaries of adjacent service area.

C.5 Turf Weeding

CONTRACTOR will supply equipment and labor at a cost in accordance with the applicable broadleaf herbicide for weed control bid in the Additional Services Fee Schedule Exhibit to mitigate broadleaf weeds in turf as directed by superintendent or appointed designee.

The city will purchase, and supply turf broadleaf weed control herbicides.

C.6 Clipping Pick-Up

Excessive clippings and/or debris left behind by recycling mowers shall be collected and removed from the site prior to the completion of that day's mowing operations or the end of the day, whichever occurs first.

C.7 Litter and Debris Removal

Dumped debris, glass, leaves, paper, and/or other debris shall be removed and disposed of offsite prior to mowing or trimming.

C.8 Removal of Season Leaf Litter

Accumulation of leaf and needle litter shall be removed from all landscaped areas including beds, planters and turf areas under trees and placed in appropriate green waste trash bin(s).

C.9 Clean Up

All walkways, trails, curb, and gutter shall be cleaned, and all debris disposed of offsite prior to the completion of that day's mowing or trimming operations. All debris generated from CONTRACTOR's operations shall be picked up and disposed of offsite. No debris shall be blown into streets, roadways, or adjacent properties.

SECTION D. MEDIAN AND PLANTER/NICHE MAINTENANCE SPECIFICATIONS

All specifications listed previously, and the following specifications shall apply to all serviced landscape areas.

City will accept NO less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in a compliance-based punitive penalty and/or liquidated damages.

D.1 Pruning of Plants and Shrubs

Plants and shrubs shall be pruned and trimmed as needed using accepted horticultural techniques. Plants and shrubs shall be maintained within the limits of their landscaped areas so as not to encroach into sidewalks, walkways, trails, hardscapes, medians, parking spaces, roadways, private property, and/or line of sight.

All plants and shrubs in Landscape Assessment Districts will be contained to a maximum height of six (6) feet except where specifically allowed by the superintendent or appointed designee.

All plants and shrubs in General Benefit Landscape Areas and Fairway Business Park will be contained to a maximum height of three (3) feet or as otherwise directed by the superintendent or appointed designee.

Shrubs shall be pruned to maintain an attractive natural appearance wherever possible. At the conclusion of blooming cycles, all spent blooms shall be trimmed or removed during the regularly scheduled maintenance frequency. Shrubs will be re-sheared prior to attaining six (6) inches of new growth. Vines shall be pruned as often as necessary to maintain a satisfactory appearance and secure attachment to walls and fences.

CONTRACTOR will supply equipment and labor to reset vines in accordance with the corresponding bid item in the Additional Services Fee Schedule Exhibit.

D.2 Trimming or Pruning of Ground Cover

Ground cover shall be pruned according to prescribed horticultural practices per species. Groundcover shall be maintained to provide clearance around irrigation heads and or as directed by superintendent or appointed designee.

D.3 Edging of Ground Cover

Ground cover shall be maintained within the limits of landscaped areas so as not to encroach into walkways, trails, and private property.

D.4 Weed Control

The CONTRACTOR shall implement an integrated pest management program for each landscape assessment district, general benefit area, and fairway business park landscape. Weeding shall be in accordance with the service frequency of each landscape area and be performed with the use of approved herbicides. Care shall be taken to prevent damage to surrounding plant material during applications. The use of selective herbicides shall be used in planters with surrounding plant material. The CONTRACTOR shall assume the cost of herbicides,

pre-emergent, and surfactants utilized for integrated vegetation management. The CONTRACTOR is responsible and shall assume liability for the safe handling and application of all herbicides.

Mechanical weed abatement shall not be utilized without the approval of the superintendent or appointed designee.

D.5 Planter Grade, Watering Basins, and Mulching

CONTRACTOR shall maintain watering basins (wells) for shrubs and trees and appropriate planter grade, including backfilling of depressions or rodent burrows. Mulching may be necessary in planter areas as required by the Landscape Superintendent or appointed designee.

Mulch material will be supplied by the CITY and will be made available to the CONTRACTOR at the location where it will be applied.

D.6 Rejuvenation

Major rejuvenation pruning operations will be performed during the winter months as directed by superintendent or appointed designee.

D.7 Plant Material Replacement

The CONTRACTOR shall be responsible for the complete removal and replacement of shrubbery lost due to the CONTRACTOR's inappropriate maintenance or negligence, as determined by either the superintendent or appointed designee.

D.8 Green Waste Disposal

All trimmings shall be removed from the premises during each service day.

D.9 Litter and Debris Removal

Dumped debris, glass, leaves, paper, and/or other debris shall be removed and disposed of offsite during each service day.

D.10 Removal of Seasonal Leaf Litter

Accumulation of leaf and needle litter in all landscaped areas including beds, planters, and turf areas shall be removed in an on-going manner and placed in appropriate green waste trash bin(s).

D.11 Clean Up

All medians, hardscapes, parking spaces, walkways, trails, curbs, and gutter shall be cleaned, and all debris disposed of offsite prior to the completion of that service day operation. All debris generated from CONTRACTOR's operations shall be picked up and disposed of offsite. No debris shall be blown into streets, roadways, or adjacent properties.

D.12 Inclement Weather

Inclement weather may prohibit adherence to the service frequency schedule. The superintendent or the appointed designee shall reassign CONTRACTOR maintenance crews to assist city staff with other maintenance during inclement weather. All maintenance missed due to inclement weather shall be rescheduled during the next scheduled maintenance week. Compliance based punitive penalties will be waived during inclement weather reassignment.

D.13 Seasonal Planting

To sustain optimum aesthetic appearance, seasonal planting may be required. CONTRACTOR will supply equipment and labor at a cost in accordance with the corresponding plant material installation bid in the Additional Services Fee Schedule Exhibit to install CITY provided plant material.

Plant material will be made available to the contractor at the CITY's Maintenance Center located at 39110 3rd Street East.

If any planting is required due to the CONTRACTOR's negligence, CONTRACTOR shall be responsible for the cost of plant replacement and installation at no cost to the CITY.

SECTION E. IRRIGATION SPECIFICATIONS

All specifications listed previously, and the following specifications shall apply to all serviced landscape areas.

City will accept NO less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in a compliance based punitive penalty and/or liquidated damages.

E.1 Contractor's Scope of Work

CONTRACTOR will be responsible for all irrigation appendages downstream of the backflow prevention device outlet. The CONTRACTOR shall be responsible for, but not limited to, the maintenance, repair, and/or replacement of system sleeves, mainlines, irrigation control wires, irrigation control valves, valve diaphragms, valve boxes, quick couplers, quick coupler boxes, gate valves, lateral lines, bubblers, drip tubing and emitters, sprinkler heads, and sprinkler nozzles.

The CITY will purchase and provide ALL irrigation materials necessary to service irrigation systems. Irrigation materials will be made available to the CONTRACTOR at the CITY Maintenance Yard located at 39110 3rd Street East.

The CONTRACTOR will be directed to perform seasonal maintenance i.e., clean out the interior of valve boxes, irrigation controller, and backflow prevention device enclosures as well as insulating backflow prevention devices and irrigation booster pumps. CITY and CONTRACTOR staff will check irrigation systems with questionable excessive water consumption. All observed deficiencies shall be corrected in accordance with the engineering details in Section 6 of the City's Engineering Standards.

E.2 City of Palmdale's Scope of Work

The CITY will be responsible for the maintenance, replacement, and programming of all irrigation controllers, enclosures, and associated water conservation equipment. The city will also be responsible for maintenance and/or replacement of backflow prevention devices and enclosures, flow sensors, and pressure regulators.

E.3 Irrigation Material Use Reporting

CONTRACTOR is responsible for reporting the usage of all irrigation materials per landscape assessment district, general benefit area, and fairway business park landscapes as directed by the superintendent or appointed designee. Irrigation material usage logs must be submitted for additional irrigation material to be issued. Observed irrigation system deficiencies shall be reported to the superintendent or appointed designee immediately. The report shall include areas that are over-irrigated and/or under-irrigated.

E.4 Irrigation System Testing and Adjustments

All irrigation systems shall be inspected and tested on the respective service day or as necessary when damage is suspected, observed, or reported. Irrigation system tests shall encompass the entire irrigation system for each service area. Irrigation system tests shall ensure proper irrigation system coverage through repair of damaged or defective irrigation system parts. CONTRACTOR shall cycle irrigation controller(s) through each station allowing sufficient time, as required according to emission device, to check the functions of all facets of the irrigation system, make necessary adjustments, and repair all observed defects.

CONTRACTOR shall adjust all sprinkler heads, drip emitter, and bubblers, to provide proper angle, depth, distribution uniformity and ensure matched precipitation rates are per site as-builts. Irrigation adjustments shall be made to prevent excessive runoff of water onto sidewalks, streets, or adjacent properties. CONTRACTOR shall flush lines of rocks, mud, and debris and unplug clogged nozzles. Once adjustments and repairs are completed, CONTRACTOR shall cycle station again to ensure proper operation.

CONTRACTOR shall replace valve boxes and lids to ensure safety and functionality and replace or repair inoperable irrigation equipment identified as CONTRACTOR's responsibility. Any issues with items not identified as the CONTRACTOR's responsibility shall be reported to the superintendent or appointed designee.

E.5 Irrigation System Repairs

All repairs shall be completed according to the engineering details in Section 6 of the City of Palmdale's Engineering Standards and according to accepted industry standards. When repairing older irrigation systems, the repair will be performed to meet current City of Palmdale Engineering standards. Irrigation system pressure regulating valves, pressure compensating screens, sprinklers, nozzles, rotors, bubblers, drip tubes, and emitters shall be replaced to provide matched precipitation rates and distribution uniformity.

CONTRACTOR shall flush irrigation lines and sprinkler heads after irrigation system repairs to clear rocks, mud, and debris, and unplug clogged nozzles or emitters. All repairs shall be completed within 24 hours of being discovered by the CONTRACTOR or of being reported to the CONTRACTOR by the superintendent or appointed designee. The superintendent or appointed designee shall be notified and must approve any irrigation system modification recommended by the CONTRACTOR to improve the irrigation system efficiency.

E.6 Irrigation Service Frequency

Irrigation services, including system testing, adjustments, and repairs, in all locations under this Agreement shall be performed per the service frequency for each designated landscape area, unless otherwise noted.

Landscape Assessment Districts

Irrigation services shall be performed **one time per week (weekly)**, unless otherwise noted.

General Benefit Landscape Areas and Fairway Business Park

Irrigation services shall be performed **once every two weeks (biweekly)** unless otherwise noted.

Landscape Areas	Service Frequency
Landscape Assessment Districts	Weekly
General Benefit Landscape Areas and Fairway Business Park	Bi-weekly

Inclement weather may prohibit adherence to the scheduled frequency. The superintendent or appointed designee shall reassign CONTRACTOR maintenance crews to assist city staff with basin maintenance during inclement weather. All maintenance missed due to inclement weather shall be rescheduled during the next scheduled frequency. Compliance based punitive penalties will be waived during inclement weather reassignment.

E.7 Irrigation Staff Training Expectation

The CONTRACTOR shall ensure that all personnel working on the irrigation systems are fully trained in all aspects of landscape irrigation system maintenance. CONTRACTOR staff must be able to easily identify and isolate system problems in a thorough and efficient manner.

CONTRACTOR Supervisor or Lead Worker in charge of irrigation technicians shall be a professionally Certified Irrigation Contractor and/or a Certified Irrigation Technician by the Irrigation Association and/or California Landscape Contractors Association.

E.8 Irrigation System Maintenance Staffing

CONTRACTOR shall provide dedicated irrigation maintenance staff, separate from the landscape maintenance crews. CONTRACTOR shall provide adequate staffing levels to sustain irrigation system maintenance [expectations outlined herein].

CONTRACTOR is required to provide fully trained and qualified irrigation maintenance staff as well as the appropriate tools and equipment including wire tracing and locating devices. CONTRACTOR is required to provide effective and consistent supervision of all staff to ensure compliance with the entire scope of this agreement.

CONTRACTOR shall provide a schedule and roster of irrigation staff to the superintendent or appointed designee. Any changes to the irrigation maintenance schedule or staffing levels shall be presented to the superintendent or appointed designee for approval and before any changes occur. CONTRACTOR shall maintain year-round irrigation maintenance staffing levels.

CONTRACTOR irrigation maintenance staff shall be made available to assist CITY staff in performing seasonal maintenance such as irrigation system renovations, upgrades to irrigation systems, and preventative maintenance repairs outside of growing season. The CONTRACTOR shall be notified by the superintendent or appointed designee when irrigation staff will be needed to assist the CITY with this maintenance work. This work will be scheduled on the service day for the respective landscape service area. The intent of this provision is to prepare irrigation systems for the subsequent growing season and possible spring planting.

SECTION F. INTEGRATED PEST MANAGEMENT SPECIFICATIONS

All specifications listed previously, and the following specifications shall apply to all serviced landscape areas.

City will accept NO less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in a compliance based punitive penalty and/or liquidated damages.

F.1 Use of Herbicides and Pesticides

The CONTRACTOR shall implement an integrated pest management program for each landscaped service area. Integrated Pest Management shall be done in accordance with the respective landscape service area frequency to provide effective weed and pest control. CONTRACTOR shall submit a list of all herbicides and pesticides proposed for use under this contract for approval by the superintendent or appointed designee. Herbicide materials utilized shall be limited to herbicides approved by the State of California Department of Pesticide Regulation. CONTRACTOR shall provide associated product labels and Material Safety Data Sheets. The use of all restricted materials shall be done according to a Pest Control Advisor's recommendation and shall conform to Los Angeles County Department of Weights and Measures, Agricultural Commissioner regulations.

F.2 Licenses, Certificates, and Records

Herbicides/pesticides shall only be applied according to a pest control advisor's recommendation and shall only be applied by trained & qualified applicators. Records of all herbicide/pesticide

application operations shall be prepared and kept according to all applicable regulatory agency requirements. Herbicide/pesticide application reports shall be provided weekly or bi-weekly, based on the respective service area frequency, to the superintendent or appointed designee. Failure to comply with this exception will result in compliance based punitive penalty.

F.3 Herbicide and Pesticide Applications

CONTRACTOR shall utilize herbicides in accordance with a Pest Control Advisor's and the product manufacturer recommendations. Superintendent or appointed designee shall be notified of all scheduled herbicide applications. CONTRACTOR shall furnish all herbicides required for integrated vegetation control.

F.4 Drift Control

Drift control shall be exercised during all herbicide applications. Given public access of the landscaped service areas, all precautionary measures shall be exercised necessary to ensure public and worker safety.

F.5 Herbicide Edging

Herbicide edging may be used along walls, enclosures, posts, and fences where the continued use of string trimmers will cause damage. Turf around trees that exist in turf areas shall be continually treated with herbicide to provide a six (6) inch to (12) inch buffer in order to protect tree basal flares from mechanical damage as directed by superintendent or appointed designee. These rings shall always be maintained in a weed-free condition.

F.6 Public Notices

CONTRACTOR shall be responsible for posting all required chemical application notifications pursuant to manufacturer recommendation and applicable regulatory agency requirements. No herbicide, rodenticide, or pesticide shall be applied until the superintendent or appointed designee issues written authorization. Restricted materials may only be applied by trained applicators under the oversight of a Qualified Applicator Certificate holder.

SECTION G. TREE MAINTENANCE SPECIFICATIONS

All specifications listed previously, and the following specifications shall apply to all serviced landscape areas.

City will accept NO less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in a compliance based punitive penalty and/or liquidated damages.

G.1 Minor Tree Maintenance Operations

The CONTRACTOR shall perform minor tree maintenance in each landscape service area (Landscape Assessment Districts, General Benefit areas, and Fairway Business Park) including guying, staking, retying, removal of tree stakes, juvenile tree pruning, and skirting of trees up to 7'. Tree pruning shall be in accordance with ANSI 300 pruning standards. Trimming shall be performed for safety, overall aesthetic, balance, health and to provide line of sight for traffic signs and pedestrian sidewalk clearance. City shall provide tree stakes, tree ties and guying material. Failure to meet these expectations will result in compliance based punitive penalty.

G.2 Pruning

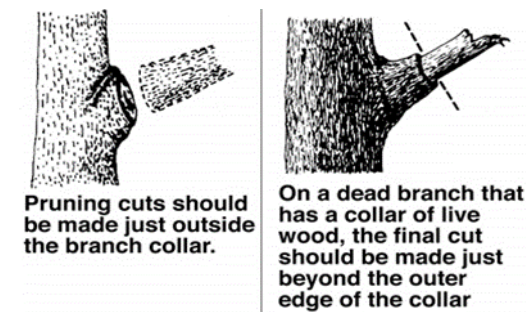
Most routine pruning to remove weak, diseased, or dead limbs can be accomplished at any time during the year with little effect on the tree. As a rule, growth is maximized, and wound closure is fastest if pruning takes place before the spring growth flush. Some trees, such as maples and birches, tend to “bleed” if pruned early in the spring. It may be unsightly, but it is of little consequence to the tree.

A few tree diseases, such as oak wilt, can be spread when pruning wounds allow spores access into the tree. Susceptible trees should not be pruned during active transmission periods.

Heavy pruning just after the spring growth flush should be avoided. At that time, trees expended a great deal of energy to produce foliage and early shoot growth. Removal of a substantial percentage of foliage at this time can stress the tree. The “When to prune” section contains consumer information provided by the International Society of Arboriculture.

G.3 Making Proper Pruning Cuts

Pruning cuts should be made just outside the branch collar. The branch collar contains trunk or parent branch tissue and should not be damaged or removed. If the trunk collar has grown out on a dead limb to be removed, make the cut just beyond the collar. Do not cut the collar.



If a large limb is to be removed, its weight should first be reduced. Making an undercut about 12 to 18 inches from the limb’s point of attachment accomplishes this. Make a second cut from the top, directly above or a few inches farther out on the limb. Doing so removes the limb, leaving the 12- to 18-inch stub. Remove the stub by cutting back to the branch collar. This technique reduces the possibility of tearing the bark. Tree pruning shall be performed based on the following categories with the intent of developing structurally sound trees symmetrical in appearance with the proper vertical and horizontal clearance. All pruning and trimming operations shall be in accordance with ISA Standards.

- a) All suckers and sprouts shall be cut just outside the attachment collar to the trunk or limbs.
- b) All structural weaknesses such as a split crotch or limbs, or severe damage shall be reported to the superintendent or appointed designee.
- c) All trimmings and debris shall be removed and disposed of offsite at the end of each day’s work.
- d) Under no circumstances will stripping of lower branches be permitted in trees of 8” DBH or less. Lower branches shall be retained in a “tipped back” or pinched condition. Upon approval of the superintendent or appointed designee, skirting of lower branches may be done to mitigate irrigation coverage issues.

G.4 Staking and Tying

Trees, which shall be staked, fall into the following categories:

- a) Replacement of missing or damaged stakes where the tree diameter is less than six (6) inches.
- b) In those cases where a tree has been damaged and requires staking for support.
- c) For new trees or recently planted trees which have not previously been staked.
- d) The CONTRACTOR shall use rubber cinch ties or guy wire materials in accordance with the CITY's **Landscape Engineering Standard Details P-2, P-3, and P-4**. (Appendix H)

SECTION H. FERTILIZATION SPECIFICATIONS

All specifications listed previously, and the following specifications shall apply to all serviced landscape areas.

City will accept NO less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in liquidated damages.

H.1 Fertilization Frequencies

Fertilization shall be done as directed by the superintendent or appointed designee. The CITY will purchase and supply fertilizer. CONTRACTOR will supply equipment and labor at a cost in accordance with the corresponding fertilization bid in the Additional Services Fee Schedule Exhibit to fertilize landscape service areas (Landscape Assessment Districts, General Benefit landscape areas, and Fairway Business Park).

Fertilizer material will be made available to the contractor at the CITY's Maintenance Center located at 39110 3rd Street East.

H.2 Turf Fertilization

Turf shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in irrigated sections of landscape service areas. Fertilizer will be mechanically broadcast according to the manufacturer's suggested application rates. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast. CONTRACTOR is responsible for proper calibration of fertilizer spreaders.

H.3 Shrub and Vine Fertilization

Fertilizer will be mechanically broadcast according to the manufacturer's suggested applications rates. Application of the fertilizer shall be done in irrigated sections of landscape service areas. In point source irrigated landscapes, fertilizer shall be applied in a manner to prevent fertilizer build up in the plant foliage. CONTRACTOR is responsible for proper calibration of fertilizer spreaders.

H.4 Ground Cover Fertilization

Fertilizer will be mechanically broadcast according to the manufacturer's suggested application rates. Application of the fertilizer shall be done in irrigated sections of landscape service areas. CONTRACTOR is responsible for proper calibration of fertilizer spreaders.

H.5 Clean Up

All median hardscapes, sidewalks, walkways, curbs and gutters, roadways, trails, or other areas dirtied by fertilization operations shall be cleaned before moving onto the next landscape service area. No fertilizer shall be left on sidewalks, roadways, or adjacent properties.

SECTION I. DETHATCH OPERATIONS

All specifications listed previously, and the following specifications shall apply to all serviced landscape areas.

City will accept NO less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in liquidated damages.

I.1 Dethatching

All turf areas shall be dethatched a minimum of once per year, prior to the spring fertilization. Failure to comply with this expectation will result in Liquidated Damages as defined in Section L.

I.2 Minimum Dethatching Standards

Dethatching shall be accomplished by use of a “vertical cut” type dethatch machine. The superintendent or appointed designee shall determine the degree of thatch removal immediately prior to the start of dethatching operations. All thatch and debris shall be picked up and disposed of offsite prior to the end of the workday. CONTRACTOR shall be responsible for the disposal of dethatch debris. CONTRACTOR shall be responsible for damages caused by aeration or dethatching operations.

I.3 Irrigation System Protection

All irrigation system fixtures shall be flagged to prevent damage during dethatching operations. CONTRACTOR shall be responsible for damages caused by aeration or dethatching operations.

I.4 Clean Up

All walkways, roadways, trails, or other areas dirtied by dethatching operations shall be cleaned before moving on to the next landscape service area. No debris shall be left on sidewalks, roadways, or adjacent properties.

SECTION J. AERATION OPERATIONS

All specifications listed previously, and the following specifications shall apply to all serviced landscape areas.

City will accept **NO** less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in liquidated damages.

J.1 Aeration

All turf areas shall be aerated a **minimum of one time each year prior to the summer fertilization**. Failure to comply with this expectation will result in **Liquidated Damages as defined in Section L**.

J.2 Minimum Aeration Standards

Aeration shall be accomplished by removing 1” diameter by 2” deep cores at a maximum spacing of 6” via use of an approved mechanical aeration machine. All cores shall be removed from the

turf and disposed of offsite or thoroughly pulverized within twenty-four (24) hours after aerating. CONTRACTOR shall be responsible for damages caused by aeration or dethatching operations.

J.3 Irrigation System Protection

All irrigation system fixtures shall be flagged to prevent damage during aeration operations. CONTRACTOR shall be responsible for damages caused by aeration or dethatching operations.

J.4 Clean Up

All walkways, roadways, trails, or other areas dirtied by aeration operations shall be cleaned before moving on to the next landscape service area. No soil plugs shall be left on sidewalks, roadways, or adjacent properties.

SECTION K. TRAFFIC CONTROL SPECIFICATIONS

Traffic Control standards are applicable to all work performed under the resulting Agreement and are subject to Compliance-Based Punitive Penalties as defined in Section L. Subcontracting for traffic control only will be allowed. A C-31 Construction Zone Traffic Control Contractor's license is required.

K.1 Traffic Control Requirements

CONTRACTOR shall be responsible for all work zone safety delineation required at each work site including design and implementation of all temporary work zone traffic control per the California Manual on Uniform Traffic Control Devices, latest edition. CONTRACTOR shall supply all labor and equipment required for proper implementation of temporary work zone traffic control and shall utilize high visibility arrow/message boards while working on all major arterial streets.

CONTRACTOR must obtain an Encroachment Permit. The CONTRACTOR shall provide Engineered Traffic Control Plans per requirements of their Encroachment Permit.

K.2 Traffic Control Encroachment Permit

All traffic control devices and layouts shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices. Applicant shall submit, for City review, an engineered traffic control plan when the proposed construction work involves any of the following conditions: (1) Moving traffic over the street centerline; (2) Reducing the number of travel lanes by more than one lane; (3) Any road closure (one or two-way); and/or (4) Any work performed within 250 feet of a traffic signal.

In addition, at the discretion of the Deputy Director of Public Works/City Engineer, an engineered traffic control plan may be required for other work impacting the public right-of-way. The applicant is solely responsible for the traffic control design and implementation. Furthermore, the applicant is responsible for maintaining the approved traffic control plan for the construction zone on a 24-hours basis. The traffic control plan shall remain in place until work is completed. Any street closure will require the approval of the Deputy Director of Public Works/City Engineer.

K.3 Traffic Control Conditions

Emergency vehicle access shall always be maintained. Access to private property shall always be maintained, unless otherwise authorized by the City of Palmdale. All traffic signs, traffic control devices and traffic control procedures shall conform to the California Manual on Uniform Traffic Control Devices, latest edition.

[Continued on next page]

SECTION L. COMPLIANCE-BASED PUNITIVE PENALTIES, LIQUIDATED DAMAGES, AND PROPERTY DAMAGE RESTITUTION

The CITY will accept **NO** less than the full completion of the functions defined in the specifications outlined above. If these specifications are not met, CONTRACTOR shall be subject to the Compliance-Based Punitive Penalties, Liquidated Damages, and/or Property Damage Restitution as defined below.

L.1 COMPLIANCE-BASED PUNITIVE PENALTIES

1. ROUTINE SERVICES

Applicable Sections:

- Section B. General Maintenance Specifications*
- Section C. Turf Maintenance Specifications*
- Section D. Median and Planter/Niche Maintenance Specifications*
- Section E. Irrigation Specifications*
- Section F. Integrated Pest Management Specifications*
- Section G. Tree Maintenance Specifications*

The city will accept **NO** less than full completion of the service frequency functions during applicable service days and within the full span of each Landscape Assessment District, General Benefit Landscape Area, or Fairway Business Park.

Superintendent, or appointed designees, will notify the CONTRACTOR both verbally and in writing each time not in compliance.

a. Landscape Assessment Districts – Weekly Service

When the CONTRACTOR is deemed in non-compliance, penalties shall be assessed per location/site incident. A first violation shall result in a 50% penalty, a second violation shall result in a 75% penalty, and a third violation shall result in a 100% penalty. A fourth violation shall be subject to Liquidated Damages. Penalties will be based off the respective monthly service fee. Each resulting compliance-based penalty will be deducted from the monthly services invoice. If the CONTRACTOR's performance is unsatisfactory the Superintendent or appointed designees can suspend CONTRACTOR'S operations at any time.

First Violation	Second Violation	Third Violation	Fourth Violation
50% penalty	75% penalty	100% penalty	Subject to Liquidated Damages

b. General Benefit Landscape Areas and Fairway Business Park – Biweekly Service

When the CONTRACTOR is deemed in non-compliance, penalties shall be assessed per location/site incident. A first violation shall result in a 50% penalty, and a second violation shall result in a 100% penalty. If a third violation occurs, CONTRACTOR shall be subject to liquidated damages. Penalties will be based off the respective monthly service fee. Each resulting compliance-based penalty will be deducted from the monthly services invoice. If CONTRACTOR's performance is unsatisfactory the Superintendent or appointed designees can suspend CONTRACTOR'S operations at any time.

First Violation	Second Violation	Third Violation
50% penalty	100% penalty	Subject to Liquidated Damages

2. NON-ROUTINE/SEASONAL SERVICES

Applicable Sections:

Section G. Fertilization

The city will accept NO less than full completion of the above technical specifications in Exhibit B. When CONTRACTOR is deemed in non-compliance, penalties shall be assessed per location/site incident. A first violation shall result in a \$500 penalty, a second violation shall result in a \$1,000 penalty and a third violation shall result in a \$1,500 penalty. Penalties will be deducted from the monthly maintenance services invoice. If CONTRACTOR is in non-compliance, the superintendent or appointed designees can suspend CONTRACTOR'S operations at any time.

First Violation	Second Violation	Third Violation
\$500 penalty	\$1,000 penalty	\$1,500 penalty

L.2 TRAFFIC CONTROL

Applicable Sections:

Section J. Traffic Control

The city will accept NO less than complete implementation of all traffic control and safety delineation required at the work site as per the California Manual on Uniform Traffic Control Devices latest revision. Superintendent, or appointed designees will notify the CONTRACTOR both verbally and in writing each time not in compliance with the Manual on Uniform Traffic Control Devices.

When CONTRACTOR is deemed in non-compliance, penalties shall be assessed per location/site incident. A first violation shall result in a \$500 penalty, a second violation shall result in a \$1,000 penalty and a third violation shall result in a \$1,500 penalty. Penalties will be deducted from the monthly maintenance services invoice. If CONTRACTOR is in non-compliance, the superintendent or appointed designees can suspend CONTRACTOR'S operations at any time.

First Violation	Second Violation	Third Violation
\$500 penalty	\$1,000 penalty	\$1,500 penalty

L.3 LIQUIDATED DAMAGES

Applicable Sections:

Sections A-G. As noted above

Section I. Dethatch Operations

Section J. Aeration Operations

CONTRACTOR shall be subject to Liquidated Damages if continued compliance-based maintenance violations occur as defined in Item L.1 above, and/or if CONTRACTOR fails to comply with Dethatching and Aeration Operations defined in Section H and Section I respectively.

It shall be agreed by the parties to the Agreement that time is of the essence, and in the event of a delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond agreed upon date, damage will be sustained by the City and that it is or will be impractical to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of twenty-five hundred dollars (\$2,500) for each working day delay in completing the schedule set by the Contractor, as set forth in the Agreement beyond any timeline or due date, or authorized extension. These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement or may be recovered by the City through any lawful means. The successful Contractor will be granted an

extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Contractor shall notify the City's representative in writing of the causes of delay within one (1) business day from the beginning of any such delay. The successful Contractor shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

L.4 FORCE MAJEURE

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

The City will ascertain the facts and the extent of the delay and extend the time for performing the services for the period of the enforced delay when and if the judgment of the superintendent, or designee, the delay is justified. The superintendent or his designee's, decision shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however, caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

L.5 RESTITUTION FOR PUBLIC OR PRIVATE PROPERTY DAMAGE

Any private or public property removed or damaged due to negligence or substandard maintenance shall be replaced and or repaired at the CONTRACTOR'S expense to the absolute satisfaction of the superintendent and/or private property owner. Replacement and or repairs shall take place no later than five (5) working days from the date of damage, unless otherwise authorized.

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2023-2024 (Year 1)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	103	EASTSIDE	Weekly	0.00	0.00	28,798.75	0.00	28,798.75	\$ -	\$ 714.21	\$ 215.99	\$ 930.20	\$ 2,790.60
LMD	109	EASTSIDE	Weekly	0.00	0.00	4,427.50	208.00	4,635.50	\$ -	\$ 114.96	\$ 34.77	\$ 149.73	\$ 449.18
LMD	112	EASTSIDE	Weekly	0.00	0.00	6,021.50	1,392.00	7,413.50	\$ -	\$ 183.85	\$ 55.60	\$ 239.46	\$ 718.37
LMD	120	EASTSIDE	Weekly	0.00	0.00	25,311.50	0.00	25,311.50	\$ -	\$ 627.73	\$ 189.84	\$ 817.56	\$ 2,452.68
LMD	125	EASTSIDE	Weekly	0.00	0.00	23,937.75	448.00	24,385.75	\$ -	\$ 604.77	\$ 182.89	\$ 787.66	\$ 2,362.98
LMD	139	EASTSIDE	Weekly	16,586.50	0.00	16,222.25	0.00	32,808.75	\$ 411.35	\$ 402.31	\$ 246.07	\$ 1,059.72	\$ 3,179.17
LMD	153	EASTSIDE	Weekly	0.00	0.00	23,699.75	0.00	23,699.75	\$ -	\$ 587.75	\$ 177.75	\$ 765.50	\$ 2,296.51
LMD	159	EASTSIDE	Weekly	0.00	0.00	4,972.50	0.00	4,972.50	\$ -	\$ 123.32	\$ 37.29	\$ 160.61	\$ 481.84
LMD	171	EASTSIDE	Weekly	0.00	0.00	2,934.50	0.00	2,934.50	\$ -	\$ 72.78	\$ 22.01	\$ 94.78	\$ 284.35
LMD	204	EASTSIDE	Weekly	0.00	0.00	7,498.50	0.00	7,498.50	\$ -	\$ 185.96	\$ 56.24	\$ 242.20	\$ 726.60
LMD	206	EASTSIDE	Weekly	0.00	0.00	17,189.25	0.00	17,189.25	\$ -	\$ 426.29	\$ 128.92	\$ 555.21	\$ 1,665.64
LMD	234	EASTSIDE	Weekly	0.00	0.00	8,587.50	0.00	8,587.50	\$ -	\$ 212.97	\$ 64.41	\$ 277.38	\$ 832.13
LMD	151	EASTSIDE	Weekly	0.00	0.00	9,318.50	0.00	9,318.50	\$ -	\$ 231.10	\$ 69.89	\$ 300.99	\$ 902.96
LMD	14	EASTSIDE	Weekly	0.00	0.00	822.00	768.00	1,590.00	\$ -	\$ 39.43	\$ 11.93	\$ 51.36	\$ 154.07
LMD	22	EASTSIDE	Weekly	63,185.00	0.00	0.00	0.00	63,185.00	\$ 1,566.99	\$ -	\$ 473.89	\$ 2,040.88	\$ 6,122.63
LMD	51	EASTSIDE	Weekly	0.00	0.00	7,785.00	0.00	7,785.00	\$ -	\$ 193.07	\$ 58.39	\$ 251.46	\$ 754.37
LMD	65	EASTSIDE	Weekly	13,881.00	0.00	4,150.00	1,056.00	19,087.00	\$ 344.25	\$ 129.11	\$ 143.15	\$ 616.51	\$ 1,849.53
LMD	72	EASTSIDE	Weekly	0.00	0.00	39,410.00	0.00	39,410.00	\$ -	\$ 977.37	\$ 295.58	\$ 1,272.94	\$ 3,818.83
LMD	86	EASTSIDE	Weekly	0.00	0.00	1,192.50	252.00	1,444.50	\$ -	\$ 35.82	\$ 10.83	\$ 46.66	\$ 139.97
LMD	96	EASTSIDE	Weekly	0.00	0.00	4,582.00	0.00	4,582.00	\$ -	\$ 113.63	\$ 34.37	\$ 148.00	\$ 444.00
LMD	98	EASTSIDE	Weekly	1,218.00	0.00	22,619.00	0.00	23,837.00	\$ 30.21	\$ 560.95	\$ 178.78	\$ 769.94	\$ 2,309.81
LMD	113	EASTSIDE	Weekly	0.00	0.00	8,442.50	0.00	8,442.50	\$ -	\$ 209.37	\$ 63.32	\$ 272.69	\$ 818.08
LMD	114	EASTSIDE	Weekly	3,119.00	0.00	3,667.00	0.00	6,786.00	\$ 77.35	\$ 90.94	\$ 50.90	\$ 219.19	\$ 657.56
LMD	121	EASTSIDE	Weekly	4,100.00	0.00	6,421.00	0.00	10,521.00	\$ 101.68	\$ 159.24	\$ 78.91	\$ 339.83	\$ 1,019.48
LMD	138	EASTSIDE	Weekly	0.00	0.00	8,084.50	0.00	8,084.50	\$ -	\$ 200.50	\$ 60.63	\$ 261.13	\$ 783.39
LMD	163	EASTSIDE	Weekly	5,580.00	0.00	12,879.50	0.00	18,459.50	\$ 138.38	\$ 319.41	\$ 138.45	\$ 596.24	\$ 1,788.73
LMD	207	EASTSIDE	Weekly	1,469.25	0.00	18,456.50	0.00	19,925.75	\$ 36.44	\$ 457.72	\$ 149.44	\$ 643.60	\$ 1,930.81
LMD	212	EASTSIDE	Weekly	0.00	0.00	15,126.50	0.00	15,126.50	\$ -	\$ 375.14	\$ 113.45	\$ 488.59	\$ 1,465.76
LMD	262	EASTSIDE	Weekly	0.00	0.00	11,419.25	0.00	11,419.25	\$ -	\$ 283.20	\$ 85.64	\$ 368.84	\$ 1,106.53
LMD	282	EASTSIDE	Weekly	0.00	0.00	3,220.00	0.00	3,220.00	\$ -	\$ 79.86	\$ 24.15	\$ 104.01	\$ 312.02
LMD	283	EASTSIDE	Weekly	0.00	0.00	8,106.25	0.00	8,106.25	\$ -	\$ 201.04	\$ 60.80	\$ 261.83	\$ 785.50
LMD	56	EASTSIDE	Weekly	14,790.00	0.00	0.00	397.38	15,187.38	\$ 366.79	\$ 9.86	\$ 113.91	\$ 490.55	\$ 1,471.66
LMD	58	EASTSIDE	Weekly	0.00	0.00	8,220.00	0.00	8,220.00	\$ -	\$ 203.86	\$ 61.65	\$ 265.51	\$ 796.52
LMD	60	EASTSIDE	Weekly	5,523.00	0.00	7,861.00	0.00	13,384.00	\$ 136.97	\$ 194.95	\$ 100.38	\$ 432.30	\$ 1,296.91
LMD	76	EASTSIDE	Weekly	17,677.00	0.00	0.00	216.75	17,893.75	\$ 438.39	\$ 5.38	\$ 134.20	\$ 577.97	\$ 1,733.90
LMD	89	EASTSIDE	Weekly	10,410.00	0.00	19,973.00	0.00	30,383.00	\$ 258.17	\$ 495.33	\$ 227.87	\$ 981.37	\$ 2,944.11
LMD	92	EASTSIDE	Weekly	4,121.00	0.00	1,890.00	0.00	6,011.00	\$ 102.20	\$ 46.87	\$ 45.08	\$ 194.16	\$ 582.47
LMD	111	EASTSIDE	Weekly	0.00	0.00	16,795.50	0.00	16,795.50	\$ -	\$ 416.53	\$ 125.97	\$ 542.49	\$ 1,627.48

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2023-2024 (Year 1)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	135	EASTSIDE	Weekly	0.00	0.00	885.00	0.00	885.00	\$ -	\$ 21.95	\$ 6.64	\$ 28.59	\$ 85.76
LMD	156	EASTSIDE	Weekly	5,850.00	0.00	4,161.00	0.00	10,011.00	\$ 145.08	\$ 103.19	\$ 75.08	\$ 323.36	\$ 970.07
LMD	191	EASTSIDE	Weekly	0.00	0.00	7,977.00	0.00	7,977.00	\$ -	\$ 197.83	\$ 59.83	\$ 257.66	\$ 772.97
LMD	214	EASTSIDE	Weekly	14,506.50	0.00	16,672.50	0.00	31,179.00	\$ 359.76	\$ 413.48	\$ 233.84	\$ 1,007.08	\$ 3,021.25
LMD	235	EASTSIDE	Weekly	0.00	0.00	14,266.00	0.00	14,266.00	\$ -	\$ 353.80	\$ 107.00	\$ 460.79	\$ 1,382.38
LMD	241	EASTSIDE	Weekly	0.00	0.00	11,205.50	0.00	11,205.50	\$ -	\$ 277.90	\$ 84.04	\$ 361.94	\$ 1,085.81
LMD	301	EASTSIDE	Weekly	0.00	0.00	19,505.00	0.00	19,505.00	\$ -	\$ 483.72	\$ 146.29	\$ 630.01	\$ 1,890.03
LMD	315	EASTSIDE	Weekly	0.00	0.00	12,128.00	0.00	12,128.00	\$ -	\$ 300.77	\$ 90.96	\$ 391.73	\$ 1,175.20
LMD	141	EASTSIDE	Weekly	0.00	0.00	57,335.50	0.00	57,335.50	\$ -	\$ 1,421.92	\$ 430.02	\$ 1,851.94	\$ 5,555.81
LMD	224	EASTSIDE	Weekly	0.00	0.00	2,592.00	0.00	2,592.00	\$ -	\$ 64.28	\$ 19.44	\$ 83.72	\$ 251.16
LMD	276	EASTSIDE	Weekly	0.00	0.00	3,056.50	0.00	3,056.50	\$ -	\$ 75.80	\$ 22.92	\$ 98.72	\$ 296.17
LMD	281	EASTSIDE	Weekly	0.00	0.00	48,080.00	0.00	48,080.00	\$ -	\$ 1,192.38	\$ 360.60	\$ 1,552.98	\$ 4,658.95
LMD	287	EASTSIDE	Weekly	0.00	0.00	30,839.50	0.00	30,839.50	\$ -	\$ 764.82	\$ 231.30	\$ 996.12	\$ 2,988.35
LMD	295	EASTSIDE	Weekly	0.00	0.00	10,157.00	0.00	10,157.00	\$ -	\$ 251.89	\$ 76.18	\$ 328.07	\$ 984.21
LMD	217	EASTSIDE	Weekly	0.00	0.00	48,415.50	0.00	48,415.50	\$ -	\$ 1,200.70	\$ 363.12	\$ 1,563.82	\$ 4,691.46
LMD	267	EASTSIDE	Weekly	0.00	0.00	70,634.00	0.00	70,634.00	\$ -	\$ 1,751.72	\$ 529.76	\$ 2,281.48	\$ 6,844.43
LMD	272	EASTSIDE	Weekly	0.00	0.00	44,823.00	0.00	44,823.00	\$ -	\$ 1,111.61	\$ 336.17	\$ 1,447.78	\$ 4,343.35
LMD	278	EASTSIDE	Weekly	0.00	0.00	69,246.00	0.00	69,246.00	\$ -	\$ 1,717.30	\$ 519.35	\$ 2,236.65	\$ 6,709.94
LMD	286	EASTSIDE	Weekly	0.00	0.00	10,725.50	0.00	10,725.50	\$ -	\$ 265.99	\$ 80.44	\$ 346.43	\$ 1,039.30
LMD	304	EASTSIDE	Weekly	0.00	0.00	14,695.00	0.00	14,695.00	\$ -	\$ 364.44	\$ 110.21	\$ 474.65	\$ 1,423.95
LMD	1	EASTSIDE	Weekly	0.00	0.00	372.00	459.00	831.00	\$ -	\$ 20.61	\$ 6.23	\$ 26.84	\$ 80.52
LMD	7	EASTSIDE	Weekly	0.00	0.00	17,099.50	726.75	17,826.25	\$ -	\$ 442.09	\$ 133.70	\$ 575.79	\$ 1,727.36
LMD	11	EASTSIDE	Weekly	124,136.50	0.00	387.00	568.00	125,091.50	\$ 3,078.59	\$ 23.68	\$ 938.19	\$ 4,040.46	\$ 12,121.37
LMD	12	EASTSIDE	Weekly	40,257.50	0.00	17,036.00	0.00	57,293.50	\$ 998.39	\$ 422.49	\$ 429.70	\$ 1,850.58	\$ 5,551.74
LMD	23	EASTSIDE	Weekly	15,354.50	0.00	7,280.00	0.00	22,634.50	\$ 380.79	\$ 180.54	\$ 169.76	\$ 731.09	\$ 2,193.28
LMD	25	EASTSIDE	Weekly	0.00	0.00	2,000.00	0.00	2,000.00	\$ -	\$ 49.60	\$ 15.00	\$ 64.60	\$ 193.80
LMD	33	EASTSIDE	Weekly	22,447.50	6,825.00	884.50	0.00	30,157.00	\$ 556.70	\$ 191.20	\$ 226.18	\$ 974.07	\$ 2,922.21
LMD	49	EASTSIDE	Weekly	7,546.00	0.00	4,087.00	0.00	11,633.00	\$ 187.14	\$ 101.36	\$ 87.25	\$ 375.75	\$ 1,127.24
LMD	52	EASTSIDE	Weekly	6,997.00	2,010.00	16,069.00	0.00	25,076.00	\$ 173.53	\$ 448.36	\$ 188.07	\$ 809.95	\$ 2,429.86
LMD	67	EASTSIDE	Weekly	1,683.00	0.00	5,282.00	0.00	6,965.00	\$ 41.74	\$ 130.99	\$ 52.24	\$ 224.97	\$ 674.91
LMD	128	EASTSIDE	Weekly	34,457.00	0.00	15,627.00	0.00	50,084.00	\$ 854.53	\$ 387.55	\$ 375.63	\$ 1,617.71	\$ 4,853.14
LMD	137	EASTSIDE	Weekly	4,772.50	0.00	9,475.50	0.00	14,248.00	\$ 118.36	\$ 234.99	\$ 106.86	\$ 460.21	\$ 1,380.63
LMD	296	EASTSIDE	Weekly	0.00	0.00	16,751.00	0.00	16,751.00	\$ -	\$ 415.42	\$ 125.63	\$ 541.06	\$ 1,623.17
LMD	314	EASTSIDE	Weekly	0.00	0.00	18,320.00	0.00	18,320.00	\$ -	\$ 454.34	\$ 137.40	\$ 591.74	\$ 1,775.21
LMD	9	EASTSIDE	Weekly	0.00	0.00	37,507.50	0.00	37,507.50	\$ -	\$ 930.19	\$ 281.31	\$ 1,211.49	\$ 3,634.48
LMD	13	EASTSIDE	Weekly	0.00	0.00	0.00	640.00	640.00	\$ -	\$ 15.87	\$ 4.80	\$ 20.67	\$ 62.02
LMD	15	EASTSIDE	Weekly	4,674.00	0.00	0.00	96.00	4,770.00	\$ 115.92	\$ 2.38	\$ 35.78	\$ 154.07	\$ 462.21
LMD	19	EASTSIDE	Weekly	17,695.50	0.00	4,850.00	86.80	22,632.30	\$ 438.85	\$ 122.43	\$ 169.74	\$ 731.02	\$ 2,193.07
LMD	21	EASTSIDE	Weekly	9,787.50	0.00	0.00	0.00	9,787.50	\$ 242.73	\$ -	\$ 73.41	\$ 316.14	\$ 948.41

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2023-2024 (Year 1)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	26	EASTSIDE	Weekly	706.00	0.00	5,696.00	16.00	6,418.00	\$ 17.51	\$ 141.66	\$ 48.14	\$ 207.30	\$ 621.90
LMD	30	EASTSIDE	Weekly	11,630.50	0.00	4,833.00	0.00	16,463.50	\$ 288.44	\$ 119.86	\$ 123.48	\$ 531.77	\$ 1,595.31
LMD	35	EASTSIDE	Weekly	0.00	0.00	968.50	0.00	968.50	\$ -	\$ 24.02	\$ 7.26	\$ 31.28	\$ 93.85
LMD	36	EASTSIDE	Weekly	14,253.00	0.00	1,914.00	0.00	16,167.00	\$ 353.47	\$ 47.47	\$ 121.25	\$ 522.19	\$ 1,566.58
LMD	37	EASTSIDE	Weekly	0.00	0.00	6,569.00	1,393.80	7,962.80	\$ -	\$ 197.48	\$ 59.72	\$ 257.20	\$ 771.60
LMD	42	EASTSIDE	Weekly	0.00	0.00	11,266.75	128.00	11,394.75	\$ -	\$ 282.59	\$ 85.46	\$ 368.05	\$ 1,104.15
LMD	43	EASTSIDE	Weekly	377.00	0.00	30,451.50	0.00	30,828.50	\$ 9.35	\$ 755.20	\$ 231.21	\$ 995.76	\$ 2,987.28
LMD	46	EASTSIDE	Weekly	9,246.00	0.00	1,416.50	0.00	10,662.50	\$ 229.30	\$ 35.13	\$ 79.97	\$ 344.40	\$ 1,033.20
LMD	77	EASTSIDE	Weekly	8,840.00	0.00	607.00	0.00	9,447.00	\$ 219.23	\$ 15.05	\$ 70.85	\$ 305.14	\$ 915.41
LMD	82	EASTSIDE	Weekly	2,914.00	0.00	1,340.00	0.00	4,254.00	\$ 72.27	\$ 33.23	\$ 31.91	\$ 137.40	\$ 412.21
LMD	197	EASTSIDE	Weekly	0.00	0.00	7,885.50	0.00	7,885.50	\$ -	\$ 195.56	\$ 59.14	\$ 254.70	\$ 764.10
LMD	2	EASTSIDE	Weekly	0.00	0.00	39,926.00	286.00	40,212.00	\$ -	\$ 997.26	\$ 301.59	\$ 1,298.85	\$ 3,896.54
LMD	16	EASTSIDE	Weekly	0.00	0.00	13,501.00	180.00	13,681.00	\$ -	\$ 339.29	\$ 102.61	\$ 441.90	\$ 1,325.69
LMD	17	EASTSIDE	Weekly	0.00	98,427.00	8,140.00	160.00	106,727.00	\$ -	\$ 2,646.83	\$ 800.45	\$ 3,447.28	\$ 10,341.85
LMD	64	EASTSIDE	Weekly	0.00	0.00	28,182.00	464.00	28,646.00	\$ -	\$ 710.42	\$ 214.85	\$ 925.27	\$ 2,775.80
LMD	68	EASTSIDE	Weekly	5,434.00	0.00	8,037.00	0.00	13,471.00	\$ 134.76	\$ 199.32	\$ 101.03	\$ 435.11	\$ 1,305.34
LMD	93	EASTSIDE	Weekly	0.00	0.00	867.00	0.00	867.00	\$ -	\$ 21.50	\$ 6.50	\$ 28.00	\$ 84.01
LMD	105	EASTSIDE	Weekly	3,740.00	0.00	6,020.00	0.00	9,760.00	\$ 92.75	\$ 149.30	\$ 73.20	\$ 315.25	\$ 945.74
LMD	148	WESTSIDE	Weekly	0.00	0.00	744.00	256.00	1,000.00	\$ -	\$ 24.80	\$ 7.50	\$ 32.30	\$ 96.90
LMD	168	EASTSIDE	Weekly	0.00	0.00	6,058.50	0.00	6,058.50	\$ -	\$ 150.25	\$ 45.44	\$ 195.69	\$ 587.07
LMD	188	EASTSIDE	Weekly	0.00	0.00	6,807.50	0.00	6,807.50	\$ -	\$ 168.83	\$ 51.06	\$ 219.88	\$ 659.65
LMD	189	EASTSIDE	Weekly	0.00	0.00	17,061.00	0.00	17,061.00	\$ -	\$ 423.11	\$ 127.96	\$ 551.07	\$ 1,653.21
LMD	190	EASTSIDE	Weekly	0.00	0.00	9,053.50	0.00	9,053.50	\$ -	\$ 224.53	\$ 67.90	\$ 292.43	\$ 877.28
LMD	203	EASTSIDE	Weekly	0.00	0.00	13,220.00	0.00	13,220.00	\$ -	\$ 327.86	\$ 99.15	\$ 427.01	\$ 1,281.02
LMD	213	EASTSIDE	Weekly	0.00	0.00	34,694.00	0.00	34,694.00	\$ -	\$ 860.41	\$ 260.21	\$ 1,120.62	\$ 3,361.85
LMD	222	EASTSIDE	Weekly	2,714.50	0.00	8,123.50	0.00	10,838.00	\$ 67.32	\$ 201.46	\$ 81.29	\$ 350.07	\$ 1,050.20
LMD	263	EASTSIDE	Weekly	0.00	0.00	15,296.50	0.00	15,296.50	\$ -	\$ 379.35	\$ 114.72	\$ 494.08	\$ 1,482.23
LMD	87	EASTSIDE	Weekly	0.00	0.00	62,590.00	0.00	62,590.00	\$ -	\$ 1,552.23	\$ 469.43	\$ 2,021.66	\$ 6,064.97
LMD	122	EASTSIDE	Weekly	0.00	0.00	61,466.00	0.00	61,466.00	\$ -	\$ 1,524.36	\$ 461.00	\$ 1,985.35	\$ 5,956.06
LMD	145	EASTSIDE	Weekly	0.00	0.00	65,815.50	0.00	65,815.50	\$ -	\$ 1,632.22	\$ 493.62	\$ 2,125.84	\$ 6,377.52
LMD	180	EASTSIDE	Weekly	0.00	0.00	10,241.75	0.00	10,241.75	\$ -	\$ 254.00	\$ 76.81	\$ 330.81	\$ 992.43
LMD	182	EASTSIDE	Weekly	0.00	0.00	12,231.50	0.00	12,231.50	\$ -	\$ 303.34	\$ 91.74	\$ 395.08	\$ 1,185.23
LMD	220	EASTSIDE	Weekly	0.00	0.00	8,013.50	0.00	8,013.50	\$ -	\$ 198.73	\$ 60.10	\$ 258.84	\$ 776.51
LMD	221	EASTSIDE	Weekly	0.00	0.00	3,522.00	0.00	3,522.00	\$ -	\$ 87.35	\$ 26.42	\$ 113.76	\$ 341.28
LMD	257	EASTSIDE	Weekly	0.00	0.00	24,560.50	0.00	24,560.50	\$ -	\$ 609.10	\$ 184.20	\$ 793.30	\$ 2,379.91
LMD	274	EASTSIDE	Weekly	0.00	0.00	40,451.50	0.00	40,451.50	\$ -	\$ 1,003.20	\$ 303.39	\$ 1,306.58	\$ 3,919.75
LMD	6	EASTSIDE	Weekly	0.00	0.00	4,224.00	0.00	4,224.00	\$ -	\$ 104.76	\$ 31.68	\$ 136.44	\$ 409.31
LMD	10	EASTSIDE	Weekly	0.00	0.00	1,100.00	1,104.00	2,204.00	\$ -	\$ 54.66	\$ 16.53	\$ 71.19	\$ 213.57
LMD	29	EASTSIDE	Weekly	0.00	0.00	4,761.00	0.00	4,761.00	\$ -	\$ 118.07	\$ 35.71	\$ 153.78	\$ 461.34

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2023-2024 (Year 1)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	31	EASTSIDE	Weekly	0.00	0.00	4,473.50	374.00	4,847.50	\$ -	\$ 120.22	\$ 36.36	\$ 156.57	\$ 469.72
LMD	39	EASTSIDE	Weekly	1,903.50	0.00	859.50	494.00	3,257.00	\$ 47.21	\$ 33.57	\$ 24.43	\$ 105.20	\$ 315.60
LMD	59	EASTSIDE	Weekly	9,702.00	0.00	3,444.00	0.00	13,146.00	\$ 240.61	\$ 85.41	\$ 98.60	\$ 424.62	\$ 1,273.85
LMD	66	EASTSIDE	Weekly	30,101.50	0.00	97,311.00	0.00	127,412.50	\$ 746.52	\$ 2,413.31	\$ 955.59	\$ 4,115.42	\$ 12,346.27
LMD	69	EASTSIDE	Weekly	5,694.75	0.00	747.50	0.00	6,442.25	\$ 141.23	\$ 18.54	\$ 48.32	\$ 208.08	\$ 624.25
LMD	75	EASTSIDE	Weekly	6,440.00	0.00	17,494.50	0.00	23,934.50	\$ 159.71	\$ 433.86	\$ 179.51	\$ 773.08	\$ 2,319.25
LMD	83	EASTSIDE	Weekly	0.00	0.00	1,802.00	0.00	1,802.00	\$ -	\$ 44.69	\$ 13.52	\$ 58.20	\$ 174.61
LMD	94	EASTSIDE	Weekly	10,259.00	0.00	1,560.00	0.00	11,819.00	\$ 254.42	\$ 38.69	\$ 88.64	\$ 381.75	\$ 1,145.26
LMD	133	EASTSIDE	Weekly	0.00	0.00	34,877.00	0.00	34,877.00	\$ -	\$ 864.95	\$ 261.58	\$ 1,126.53	\$ 3,379.58
LMD	84	EASTSIDE	Weekly	6,656.00	0.00	7,282.50	208.00	14,146.50	\$ 165.07	\$ 185.76	\$ 106.10	\$ 456.93	\$ 1,370.80
LMD	136	EASTSIDE	Weekly	0.00	0.00	6,732.00	0.00	6,732.00	\$ -	\$ 166.95	\$ 50.49	\$ 217.44	\$ 652.33
LMD	144	EASTSIDE	Weekly	0.00	0.00	8,793.50	0.00	8,793.50	\$ -	\$ 218.08	\$ 65.95	\$ 284.03	\$ 852.09
LMD	183	EASTSIDE	Weekly	0.00	0.00	11,403.00	0.00	11,403.00	\$ -	\$ 282.79	\$ 85.52	\$ 368.32	\$ 1,104.95
LMD	201	EASTSIDE	Weekly	0.00	0.00	7,900.00	0.00	7,900.00	\$ -	\$ 195.92	\$ 59.25	\$ 255.17	\$ 765.51
LMD	264	EASTSIDE	Weekly	0.00	0.00	20,872.00	0.00	20,872.00	\$ -	\$ 517.63	\$ 156.54	\$ 674.17	\$ 2,022.50
LMD	85	WESTSIDE	Weekly	0.00	0.00	60,997.25	0.00	60,997.25	\$ -	\$ 1,512.73	\$ 457.48	\$ 1,970.21	\$ 5,910.63
LMD	88	WESTSIDE	Weekly	11,441.50	0.00	6,281.00	0.00	17,722.50	\$ 283.75	\$ 155.77	\$ 132.92	\$ 572.44	\$ 1,717.31
LMD	99	WESTSIDE	Weekly	13,870.50	0.00	2,451.00	0.00	16,321.50	\$ 343.99	\$ 60.78	\$ 122.41	\$ 527.18	\$ 1,581.55
LMD	165	WESTSIDE	Weekly	946.00	0.00	4,902.00	0.00	5,848.00	\$ 23.46	\$ 121.57	\$ 43.86	\$ 188.89	\$ 566.67
LMD	176	WESTSIDE	Weekly	0.00	0.00	8,615.50	0.00	8,615.50	\$ -	\$ 213.66	\$ 64.62	\$ 278.28	\$ 834.84
LMD	177	WESTSIDE	Weekly	686.00	0.00	19,160.50	0.00	19,846.50	\$ 17.01	\$ 475.18	\$ 148.85	\$ 641.04	\$ 1,923.13
LMD	252	WESTSIDE	Weekly	0.00	0.00	24,579.00	0.00	24,579.00	\$ -	\$ 609.56	\$ 184.34	\$ 793.90	\$ 2,381.71
LMD	253	WESTSIDE	Weekly	0.00	0.00	17,717.50	0.00	17,717.50	\$ -	\$ 439.39	\$ 132.88	\$ 572.28	\$ 1,716.83
LMD	266	WESTSIDE	Weekly	0.00	0.00	24,844.00	0.00	24,844.00	\$ -	\$ 616.13	\$ 186.33	\$ 802.46	\$ 2,407.38
LMD	28	WESTSIDE	Weekly	0.00	0.00	2,108.00	0.00	2,108.00	\$ -	\$ 52.28	\$ 15.81	\$ 68.09	\$ 204.27
LMD	41	WESTSIDE	Weekly	5,770.00	0.00	42,923.00	0.00	48,693.00	\$ 143.10	\$ 1,064.49	\$ 365.20	\$ 1,572.78	\$ 4,718.35
LMD	110	WESTSIDE	Weekly	0.00	0.00	8,804.00	0.00	8,804.00	\$ -	\$ 218.34	\$ 66.03	\$ 284.37	\$ 853.11
LMD	131	WESTSIDE	Weekly	6,715.00	0.00	1,860.00	0.00	8,575.00	\$ 166.53	\$ 46.13	\$ 64.31	\$ 276.97	\$ 830.92
LMD	175	WESTSIDE	Weekly	0.00	0.00	9,805.50	0.00	9,805.50	\$ -	\$ 243.18	\$ 73.54	\$ 316.72	\$ 950.15
LMD	179	WESTSIDE	Weekly	9,322.00	0.00	89,372.00	0.00	98,694.00	\$ 231.19	\$ 2,216.43	\$ 740.21	\$ 3,187.82	\$ 9,563.45
LMD	236	WESTSIDE	Weekly	0.00	0.00	9,611.50	0.00	9,611.50	\$ -	\$ 238.37	\$ 72.09	\$ 310.45	\$ 931.35
LMD	242	WESTSIDE	Weekly	0.00	0.00	3,792.00	0.00	3,792.00	\$ -	\$ 94.04	\$ 28.44	\$ 122.48	\$ 367.44
LMD	259	WESTSIDE	Weekly	0.00	0.00	11,182.00	0.00	11,182.00	\$ -	\$ 277.31	\$ 83.87	\$ 361.18	\$ 1,083.54
LMD	268	WESTSIDE	Weekly	1,925.00	0.00	50,466.00	0.00	52,391.00	\$ 47.74	\$ 1,251.56	\$ 392.93	\$ 1,692.23	\$ 5,076.69
LMD	20	WESTSIDE	Weekly	10,638.00	0.00	17,118.50	0.00	27,756.50	\$ 263.82	\$ 424.54	\$ 208.17	\$ 896.53	\$ 2,689.60
LMD	61	WESTSIDE	Weekly	46,419.00	0.00	140.00	0.00	46,559.00	\$ 1,151.19	\$ 3.47	\$ 349.19	\$ 1,503.86	\$ 4,511.57
LMD	152	WESTSIDE	Weekly	541.50	0.00	128,607.00	0.00	129,148.50	\$ 13.43	\$ 3,189.45	\$ 968.61	\$ 4,171.50	\$ 12,514.49
LMD	154	WESTSIDE	Weekly	3,060.00	0.00	20,425.50	0.00	23,485.50	\$ 75.89	\$ 506.55	\$ 176.14	\$ 758.58	\$ 2,275.74
LMD	167	WESTSIDE	Weekly	2,450.00	0.00	800.00	0.00	3,250.00	\$ 60.76	\$ 19.84	\$ 24.38	\$ 104.98	\$ 314.93

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2023-2024 (Year 1)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	192	WESTSIDE	Weekly	0.00	0.00	13,439.50	0.00	13,439.50	\$ -	\$ 333.30	\$ 100.80	\$ 434.10	\$ 1,302.29
LMD	195	WESTSIDE	Weekly	0.00	0.00	42,823.50	0.00	42,823.50	\$ -	\$ 1,062.02	\$ 321.18	\$ 1,383.20	\$ 4,149.60
LMD	216	WESTSIDE	Weekly	2,835.00	0.00	28,178.50	1,200.00	32,213.50	\$ 70.31	\$ 728.59	\$ 241.60	\$ 1,040.50	\$ 3,121.49
LMD	233	WESTSIDE	Weekly	0.00	0.00	12,696.00	0.00	12,696.00	\$ -	\$ 314.86	\$ 95.22	\$ 410.08	\$ 1,230.24
LMD	260	WESTSIDE	Weekly	8,395.00	0.00	37,480.50	0.00	45,875.50	\$ 208.20	\$ 929.52	\$ 344.07	\$ 1,481.78	\$ 4,445.34
LMD	261	WESTSIDE	Weekly	0.00	0.00	6,409.00	0.00	6,409.00	\$ -	\$ 158.94	\$ 48.07	\$ 207.01	\$ 621.03
LMD	40	WESTSIDE	Weekly	0.00	0.00	39,064.50	0.00	39,064.50	\$ -	\$ 968.80	\$ 292.98	\$ 1,261.78	\$ 3,785.35
LMD	44	WESTSIDE	Weekly	7,453.25	0.00	17,316.50	0.00	24,769.75	\$ 184.84	\$ 429.45	\$ 185.77	\$ 800.06	\$ 2,400.19
LMD	100	WESTSIDE	Weekly	1,744.00	0.00	4,167.50	0.00	5,911.50	\$ 43.25	\$ 103.35	\$ 44.34	\$ 190.94	\$ 572.82
LMD	116	WESTSIDE	Weekly	2,787.50	0.00	1,275.00	0.00	4,062.50	\$ 69.13	\$ 31.62	\$ 30.47	\$ 131.22	\$ 393.66
LMD	184	WESTSIDE	Weekly	0.00	0.00	24,873.00	0.00	24,873.00	\$ -	\$ 616.85	\$ 186.55	\$ 803.40	\$ 2,410.19
LMD	193	WESTSIDE	Weekly	1,894.50	0.00	42,588.00	0.00	44,482.50	\$ 46.98	\$ 1,056.18	\$ 333.62	\$ 1,436.78	\$ 4,310.35
LMD	199	WESTSIDE	Weekly	1,071.00	0.00	0.00	0.00	1,071.00	\$ 26.56	\$ -	\$ 8.03	\$ 34.59	\$ 103.78
LMD	219	WESTSIDE	Weekly	0.00	0.00	15,585.50	0.00	15,585.50	\$ -	\$ 386.52	\$ 116.89	\$ 503.41	\$ 1,510.23
LMD	271	WESTSIDE	Weekly	0.00	0.00	12,128.50	0.00	12,128.50	\$ -	\$ 300.79	\$ 90.96	\$ 391.75	\$ 1,175.25
LMD	5	WESTSIDE	Weekly	9,077.50	0.00	28,337.00	367.00	37,781.50	\$ 225.12	\$ 711.86	\$ 283.36	\$ 1,220.34	\$ 3,661.03
LMD	32	EASTSIDE	Weekly	0.00	4,686.00	5,438.00	0.00	10,124.00	\$ -	\$ 251.08	\$ 75.93	\$ 327.01	\$ 981.02
LMD	4	EASTSIDE	Weekly	12,965.00	50,190.00	0.00	0.00	63,155.00	\$ 321.53	\$ 1,244.71	\$ 473.66	\$ 2,039.91	\$ 6,119.72
LMD	48	EASTSIDE	Weekly	0.00	0.00	13,962.00	0.00	13,962.00	\$ -	\$ 346.26	\$ 104.72	\$ 450.97	\$ 1,352.92
LMD	78	EASTSIDE	Weekly	8,489.00	0.00	24,929.00	0.00	33,418.00	\$ 210.53	\$ 618.24	\$ 250.64	\$ 1,079.40	\$ 3,238.20
LMD	102	WESTSIDE	Weekly	474.50	0.00	5,549.00	952.00	6,975.50	\$ 11.77	\$ 161.22	\$ 52.32	\$ 225.31	\$ 675.93
LMD	289	EASTSIDE	Weekly	0.00	0.00	3,655.00	0.00	3,655.00	\$ -	\$ 90.64	\$ 27.41	\$ 118.06	\$ 354.17
LMD	299	EASTSIDE	Weekly	0.00	0.00	16,127.50	0.00	16,127.50	\$ -	\$ 399.96	\$ 120.96	\$ 520.92	\$ 1,562.75
LMD	73	WESTSIDE	Weekly	4,608.50	0.00	35,026.50	0.00	39,635.00	\$ 114.29	\$ 868.66	\$ 297.26	\$ 1,280.21	\$ 3,840.63
LMD	178	WESTSIDE	Weekly	0.00	0.00	85,201.50	0.00	85,201.50	\$ -	\$ 2,113.00	\$ 639.01	\$ 2,752.01	\$ 8,256.03
LMD	202	WESTSIDE	Weekly	0.00	0.00	8,454.25	0.00	8,454.25	\$ -	\$ 209.67	\$ 63.41	\$ 273.07	\$ 819.22
LMD	273	WESTSIDE	Weekly	0.00	0.00	38,624.00	0.00	38,624.00	\$ -	\$ 957.88	\$ 289.68	\$ 1,247.56	\$ 3,742.67
LMD	292	WESTSIDE	Weekly	0.00	0.00	82,547.00	0.00	82,547.00	\$ -	\$ 2,047.17	\$ 619.10	\$ 2,666.27	\$ 7,998.80
LMD	292-I	WESTSIDE	Weekly	0.00	0.00	34,203.75	0.00	34,203.75	\$ -	\$ 848.25	\$ 256.53	\$ 1,104.78	\$ 3,314.34
LMD	62	WESTSIDE	Weekly	12,247.50	0.00	2,597.00	0.00	14,844.50	\$ 303.74	\$ 64.41	\$ 111.33	\$ 479.48	\$ 1,438.43
LMD	63	WESTSIDE	Weekly	0.00	0.00	42,437.75	0.00	42,437.75	\$ -	\$ 1,052.46	\$ 318.28	\$ 1,370.74	\$ 4,112.22
LMD	97	WESTSIDE	Weekly	0.00	0.00	5,473.00	0.00	5,473.00	\$ -	\$ 135.73	\$ 41.05	\$ 176.78	\$ 530.33
LMD	106	WESTSIDE	Weekly	0.00	0.00	8,718.75	0.00	8,718.75	\$ -	\$ 216.23	\$ 65.39	\$ 281.62	\$ 844.85
LMD	107	WESTSIDE	Weekly	8,745.00	0.00	10,741.00	0.00	19,486.00	\$ 216.88	\$ 266.38	\$ 146.15	\$ 629.40	\$ 1,888.19
LMD	146	WESTSIDE	Weekly	0.00	0.00	60,421.00	0.00	60,421.00	\$ -	\$ 1,498.44	\$ 453.16	\$ 1,951.60	\$ 5,854.79
LMD	150	WESTSIDE	Weekly	0.00	0.00	4,561.25	0.00	4,561.25	\$ -	\$ 113.12	\$ 34.21	\$ 147.33	\$ 441.99
LMD	255	WESTSIDE	Weekly	0.00	0.00	42,193.50	0.00	42,193.50	\$ -	\$ 1,046.40	\$ 316.45	\$ 1,362.85	\$ 4,088.55
LMD	24	WESTSIDE	Weekly	4,249.50	24,718.00	9,256.00	0.00	38,223.50	\$ 105.39	\$ 842.56	\$ 286.68	\$ 1,234.62	\$ 3,703.86
LMD	119	WESTSIDE	Weekly	0.00	0.00	47,034.25	0.00	47,034.25	\$ -	\$ 1,166.45	\$ 352.76	\$ 1,519.21	\$ 4,557.62

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2023-2024 (Year 1)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	157	WESTSIDE	Weekly	1,430.00	0.00	0.00	0.00	1,430.00	\$ 35.46	\$ -	\$ 10.73	\$ 46.19	\$ 138.57
LMD	237	WESTSIDE	Weekly	0.00	0.00	12,947.50	0.00	12,947.50	\$ -	\$ 321.10	\$ 97.11	\$ 418.20	\$ 1,254.61
LMD	243	WESTSIDE	Weekly	0.00	0.00	30,993.50	0.00	30,993.50	\$ -	\$ 768.64	\$ 232.45	\$ 1,001.09	\$ 3,003.27
LMD	246	WESTSIDE	Weekly	11,550.00	0.00	97,935.75	0.00	109,485.75	\$ 286.44	\$ 2,428.81	\$ 821.14	\$ 3,536.39	\$ 10,609.17
LMD	293	WESTSIDE	Weekly	0.00	0.00	24,168.75	0.00	24,168.75	\$ -	\$ 599.39	\$ 181.27	\$ 780.65	\$ 2,341.95
LMD	24-27	WESTSIDE	Weekly	4,986.00	0.00	14,551.00	0.00	19,537.00	\$ 123.65	\$ 360.86	\$ 146.53	\$ 631.05	\$ 1,893.14
LMD	24-57	WESTSIDE	Weekly	10,030.25	0.00	3,800.00	0.00	13,830.25	\$ 248.75	\$ 94.24	\$ 103.73	\$ 446.72	\$ 1,340.15
LMD	80	WESTSIDE	Weekly	11,544.50	6,667.00	0.00	0.00	18,211.50	\$ 286.30	\$ 165.34	\$ 136.59	\$ 588.23	\$ 1,764.69
LMD	24-71	WESTSIDE	Weekly	0.00	0.00	4,501.00	0.00	4,501.00	\$ -	\$ 111.62	\$ 33.76	\$ 145.38	\$ 436.15
LMD	24-81	WESTSIDE	Weekly	0.00	37,856.00	4,690.50	0.00	42,546.50	\$ -	\$ 1,055.15	\$ 319.10	\$ 1,374.25	\$ 4,122.76
LMD	24-95	WESTSIDE	Weekly	5,488.00	50,109.50	10,380.00	0.00	65,977.50	\$ 136.10	\$ 1,500.14	\$ 494.83	\$ 2,131.07	\$ 6,393.22
LMD	24-134	WESTSIDE	Weekly	7,096.50	0.00	5,487.50	0.00	12,584.00	\$ 175.99	\$ 136.09	\$ 94.38	\$ 406.46	\$ 1,219.39
LMD	24-225	WESTSIDE	Weekly	0.00	0.00	31,094.50	0.00	31,094.50	\$ -	\$ 771.14	\$ 233.21	\$ 1,004.35	\$ 3,013.06
LMD	256	WESTSIDE	Weekly	0.00	0.00	13,938.50	0.00	13,938.50	\$ -	\$ 345.67	\$ 104.54	\$ 450.21	\$ 1,350.64
LMD	256-01	WESTSIDE	Weekly	0.00	0.00	20,010.50	0.00	20,010.50	\$ -	\$ 496.26	\$ 150.08	\$ 646.34	\$ 1,939.02
LMD	238	WESTSIDE	Weekly	0.00	0.00	20,855.25	0.00	20,855.25	\$ -	\$ 517.21	\$ 156.41	\$ 673.62	\$ 2,020.87
LMD	239	WESTSIDE	Weekly	0.00	0.00	12,051.00	0.00	12,051.00	\$ -	\$ 298.86	\$ 90.38	\$ 389.25	\$ 1,167.74
LMD	240	WESTSIDE	Weekly	0.00	0.00	46,154.25	0.00	46,154.25	\$ -	\$ 1,144.63	\$ 346.16	\$ 1,490.78	\$ 4,472.35
LMD	248	WESTSIDE	Weekly	1,056.00	0.00	1,914.00	0.00	2,970.00	\$ 26.19	\$ 47.47	\$ 22.28	\$ 95.93	\$ 287.79
LMD	254	WESTSIDE	Weekly	0.00	0.00	34,996.75	0.00	34,996.75	\$ -	\$ 867.92	\$ 262.48	\$ 1,130.40	\$ 3,391.19
LMD	265	WESTSIDE	Weekly	0.00	0.00	16,342.00	0.00	16,342.00	\$ -	\$ 405.28	\$ 122.57	\$ 527.85	\$ 1,583.54
LMD	279	WESTSIDE	Weekly	0.00	0.00	6,965.00	0.00	6,965.00	\$ -	\$ 172.73	\$ 52.24	\$ 224.97	\$ 674.91
LMD	24-1	WESTSIDE	Weekly	0.00	0.00	54,067.00	0.00	54,067.00	\$ -	\$ 1,340.86	\$ 405.50	\$ 1,746.36	\$ 5,239.09
LMD	24-2	WESTSIDE	Weekly	0.00	0.00	42,010.50	0.00	42,010.50	\$ -	\$ 1,041.86	\$ 315.08	\$ 1,356.94	\$ 4,070.82
LMD	24-3	WESTSIDE	Weekly	0.00	0.00	53,234.75	0.00	53,234.75	\$ -	\$ 1,320.22	\$ 399.26	\$ 1,719.48	\$ 5,158.45
LMD	24-4	WESTSIDE	Weekly	0.00	0.00	10,342.50	0.00	10,342.50	\$ -	\$ 256.49	\$ 77.57	\$ 334.06	\$ 1,002.19
LMD	70	WESTSIDE	Weekly	5,656.00	0.00	7,346.00	0.00	13,002.00	\$ 140.27	\$ 182.18	\$ 97.52	\$ 419.96	\$ 1,259.89
LMD	115	WESTSIDE	Weekly	5,085.50	0.00	18,353.00	0.00	23,438.50	\$ 126.12	\$ 455.15	\$ 175.79	\$ 757.06	\$ 2,271.19
LMD	123	WESTSIDE	Weekly	6,070.00	0.00	4,485.00	0.00	10,555.00	\$ 150.54	\$ 111.23	\$ 79.16	\$ 340.93	\$ 1,022.78
LMD	126	WESTSIDE	Weekly	22,604.00	0.00	7,555.00	0.00	30,159.00	\$ 560.58	\$ 187.36	\$ 226.19	\$ 974.14	\$ 2,922.41
LMD	127	WESTSIDE	Weekly	7,246.50	0.00	1,325.00	0.00	8,571.50	\$ 179.71	\$ 32.86	\$ 64.29	\$ 276.86	\$ 830.58
LMD	129	WESTSIDE	Weekly	30,381.50	0.00	52,568.55	0.00	82,950.05	\$ 753.46	\$ 1,303.70	\$ 622.13	\$ 2,679.29	\$ 8,037.86
LMD	143	WESTSIDE	Weekly	0.00	0.00	9,113.50	0.00	9,113.50	\$ -	\$ 226.01	\$ 68.35	\$ 294.37	\$ 883.10
LMD	160	WESTSIDE	Weekly	5,297.50	0.00	20,510.00	0.00	25,807.50	\$ 131.38	\$ 508.65	\$ 193.56	\$ 833.58	\$ 2,500.75
LMD	244	WESTSIDE	Weekly	2,663.00	0.00	2,309.00	0.00	4,972.00	\$ 66.04	\$ 57.26	\$ 37.29	\$ 160.60	\$ 481.79
LMD	245	WESTSIDE	Weekly	2,460.00	0.00	92,465.50	0.00	94,925.50	\$ 61.01	\$ 2,293.14	\$ 711.94	\$ 3,066.09	\$ 9,198.28
LMD	247	WESTSIDE	Weekly	0.00	0.00	20,038.50	0.00	20,038.50	\$ -	\$ 496.95	\$ 150.29	\$ 647.24	\$ 1,941.73
LMD	24-5	WESTSIDE	Weekly	0.00	0.00	18,474.50	0.00	18,474.50	\$ -	\$ 458.17	\$ 138.56	\$ 596.73	\$ 1,790.18
LMD	24-6	WESTSIDE	Weekly	0.00	0.00	37,766.50	0.00	37,766.50	\$ -	\$ 936.61	\$ 283.25	\$ 1,219.86	\$ 3,659.57

EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS

Fiscal Year 2023-2024 (Year 1)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	268-5	WESTSIDE	Weekly	0.00	0.00	15,270.00	0.00	15,270.00	\$ -	\$ 378.70	\$ 114.53	\$ 493.22	\$ 1,479.66
LMD	298	EASTSIDE	Weekly	0.00	0.00	44,706.00	0.00	44,706.00	\$ -	\$ 1,108.71	\$ 335.30	\$ 1,444.00	\$ 4,332.01
LMD	324	WESTSIDE	Weekly	0.00	0.00	7,868.00	0.00	7,868.00	\$ -	\$ 195.13	\$ 59.01	\$ 254.14	\$ 762.41
LMD	326	EASTSIDE	Weekly	0.00	0.00	2,950.00	0.00	2,950.00	\$ -	\$ 73.16	\$ 22.13	\$ 95.29	\$ 285.86
LMD	328	EASTSIDE	Weekly	0.00	0.00	16,036.00	0.00	16,036.00	\$ -	\$ 397.69	\$ 120.27	\$ 517.96	\$ 1,553.89
Totals	238			943,903.00	281,488.50	4,326,327.05	14,897.48	5,566,616.03	\$ 23,408.79	\$ 114,643.28	\$ 41,749.62	\$ 179,801.70	\$ 539,405.09

EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS

Fiscal Year 2024-2025 (Year 2)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	103	EASTSIDE	Weekly	0.00	0.00	28,798.75	0.00	28,798.75	\$ -	\$ 735.64	\$ 222.47	\$ 958.11	\$ 11,497.27
LMD	109	EASTSIDE	Weekly	0.00	0.00	4,427.50	208.00	4,635.50	\$ -	\$ 118.41	\$ 35.81	\$ 154.22	\$ 1,850.62
LMD	112	EASTSIDE	Weekly	0.00	0.00	6,021.50	1,392.00	7,413.50	\$ -	\$ 189.37	\$ 57.27	\$ 246.64	\$ 2,959.68
LMD	120	EASTSIDE	Weekly	0.00	0.00	25,311.50	0.00	25,311.50	\$ -	\$ 646.56	\$ 195.53	\$ 842.09	\$ 10,105.06
LMD	125	EASTSIDE	Weekly	0.00	0.00	23,937.75	448.00	24,385.75	\$ -	\$ 622.91	\$ 188.38	\$ 811.29	\$ 9,735.47
LMD	139	EASTSIDE	Weekly	16,586.50	0.00	16,222.25	0.00	32,808.75	\$ 423.69	\$ 414.38	\$ 253.45	\$ 1,091.51	\$ 13,098.17
LMD	153	EASTSIDE	Weekly	0.00	0.00	23,699.75	0.00	23,699.75	\$ -	\$ 605.39	\$ 183.08	\$ 788.47	\$ 9,461.60
LMD	159	EASTSIDE	Weekly	0.00	0.00	4,972.50	0.00	4,972.50	\$ -	\$ 127.02	\$ 38.41	\$ 165.43	\$ 1,985.16
LMD	171	EASTSIDE	Weekly	0.00	0.00	2,934.50	0.00	2,934.50	\$ -	\$ 74.96	\$ 22.67	\$ 97.63	\$ 1,171.53
LMD	204	EASTSIDE	Weekly	0.00	0.00	7,498.50	0.00	7,498.50	\$ -	\$ 191.54	\$ 57.93	\$ 249.47	\$ 2,993.61
LMD	206	EASTSIDE	Weekly	0.00	0.00	17,189.25	0.00	17,189.25	\$ -	\$ 439.08	\$ 132.79	\$ 571.87	\$ 6,862.43
LMD	234	EASTSIDE	Weekly	0.00	0.00	8,587.50	0.00	8,587.50	\$ -	\$ 219.36	\$ 66.34	\$ 285.70	\$ 3,428.37
LMD	151	EASTSIDE	Weekly	0.00	0.00	9,318.50	0.00	9,318.50	\$ -	\$ 238.03	\$ 71.99	\$ 310.02	\$ 3,720.21
LMD	14	EASTSIDE	Weekly	0.00	0.00	822.00	768.00	1,590.00	\$ -	\$ 40.61	\$ 12.28	\$ 52.90	\$ 634.77
LMD	22	EASTSIDE	Weekly	63,185.00	0.00	0.00	0.00	63,185.00	\$ 1,614.00	\$ -	\$ 488.10	\$ 2,102.10	\$ 25,225.22
LMD	51	EASTSIDE	Weekly	0.00	0.00	7,785.00	0.00	7,785.00	\$ -	\$ 198.86	\$ 60.14	\$ 259.00	\$ 3,107.99
LMD	65	EASTSIDE	Weekly	13,881.00	0.00	4,150.00	1,056.00	19,087.00	\$ 354.58	\$ 132.98	\$ 147.45	\$ 635.01	\$ 7,620.06
LMD	72	EASTSIDE	Weekly	0.00	0.00	39,410.00	0.00	39,410.00	\$ -	\$ 1,006.69	\$ 304.44	\$ 1,311.13	\$ 15,733.58
LMD	86	EASTSIDE	Weekly	0.00	0.00	1,192.50	252.00	1,444.50	\$ -	\$ 36.90	\$ 11.16	\$ 48.06	\$ 576.68
LMD	96	EASTSIDE	Weekly	0.00	0.00	4,582.00	0.00	4,582.00	\$ -	\$ 117.04	\$ 35.40	\$ 152.44	\$ 1,829.26
LMD	98	EASTSIDE	Weekly	1,218.00	0.00	22,619.00	0.00	23,837.00	\$ 31.11	\$ 577.78	\$ 184.14	\$ 793.03	\$ 9,516.40
LMD	113	EASTSIDE	Weekly	0.00	0.00	8,442.50	0.00	8,442.50	\$ -	\$ 215.66	\$ 65.22	\$ 280.87	\$ 3,370.48
LMD	114	EASTSIDE	Weekly	3,119.00	0.00	3,667.00	0.00	6,786.00	\$ 79.67	\$ 93.67	\$ 52.42	\$ 225.76	\$ 2,709.16
LMD	121	EASTSIDE	Weekly	4,100.00	0.00	6,421.00	0.00	10,521.00	\$ 104.73	\$ 164.02	\$ 81.27	\$ 350.02	\$ 4,200.28
LMD	138	EASTSIDE	Weekly	0.00	0.00	8,084.50	0.00	8,084.50	\$ -	\$ 206.51	\$ 62.45	\$ 268.96	\$ 3,227.56
LMD	163	EASTSIDE	Weekly	5,580.00	0.00	12,879.50	0.00	18,459.50	\$ 142.54	\$ 328.99	\$ 142.60	\$ 614.13	\$ 7,369.55
LMD	207	EASTSIDE	Weekly	1,469.25	0.00	18,456.50	0.00	19,925.75	\$ 37.53	\$ 471.45	\$ 153.93	\$ 662.91	\$ 7,954.92
LMD	212	EASTSIDE	Weekly	0.00	0.00	15,126.50	0.00	15,126.50	\$ -	\$ 386.39	\$ 116.85	\$ 503.24	\$ 6,038.92
LMD	262	EASTSIDE	Weekly	0.00	0.00	11,419.25	0.00	11,419.25	\$ -	\$ 291.69	\$ 88.21	\$ 379.91	\$ 4,558.88
LMD	282	EASTSIDE	Weekly	0.00	0.00	3,220.00	0.00	3,220.00	\$ -	\$ 82.25	\$ 24.87	\$ 107.13	\$ 1,285.51
LMD	283	EASTSIDE	Weekly	0.00	0.00	8,106.25	0.00	8,106.25	\$ -	\$ 207.07	\$ 62.62	\$ 269.69	\$ 3,236.24
LMD	56	EASTSIDE	Weekly	14,790.00	0.00	0.00	397.38	15,187.38	\$ 377.80	\$ 10.15	\$ 117.32	\$ 505.27	\$ 6,063.23
LMD	58	EASTSIDE	Weekly	0.00	0.00	8,220.00	0.00	8,220.00	\$ -	\$ 209.97	\$ 63.50	\$ 273.47	\$ 3,281.65
LMD	60	EASTSIDE	Weekly	5,523.00	0.00	7,861.00	0.00	13,384.00	\$ 141.08	\$ 200.80	\$ 103.39	\$ 445.27	\$ 5,343.27
LMD	76	EASTSIDE	Weekly	17,677.00	0.00	0.00	216.75	17,893.75	\$ 451.54	\$ 5.54	\$ 138.23	\$ 595.31	\$ 7,143.69
LMD	89	EASTSIDE	Weekly	10,410.00	0.00	19,973.00	0.00	30,383.00	\$ 265.91	\$ 510.19	\$ 234.71	\$ 1,010.81	\$ 12,129.74
LMD	92	EASTSIDE	Weekly	4,121.00	0.00	1,890.00	0.00	6,011.00	\$ 105.27	\$ 48.28	\$ 46.43	\$ 199.98	\$ 2,399.76
LMD	111	EASTSIDE	Weekly	0.00	0.00	16,795.50	0.00	16,795.50	\$ -	\$ 429.02	\$ 129.75	\$ 558.77	\$ 6,705.23

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2024-2025 (Year 2)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	135	EASTSIDE	Weekly	0.00	0.00	885.00	0.00	885.00	\$ -	\$ 22.61	\$ 6.84	\$ 29.44	\$ 353.32
LMD	156	EASTSIDE	Weekly	5,850.00	0.00	4,161.00	0.00	10,011.00	\$ 149.43	\$ 106.29	\$ 77.33	\$ 333.06	\$ 3,996.67
LMD	191	EASTSIDE	Weekly	0.00	0.00	7,977.00	0.00	7,977.00	\$ -	\$ 203.76	\$ 61.62	\$ 265.39	\$ 3,184.64
LMD	214	EASTSIDE	Weekly	14,506.50	0.00	16,672.50	0.00	31,179.00	\$ 370.55	\$ 425.88	\$ 240.86	\$ 1,037.29	\$ 12,447.53
LMD	235	EASTSIDE	Weekly	0.00	0.00	14,266.00	0.00	14,266.00	\$ -	\$ 364.41	\$ 110.20	\$ 474.62	\$ 5,695.39
LMD	241	EASTSIDE	Weekly	0.00	0.00	11,205.50	0.00	11,205.50	\$ -	\$ 286.23	\$ 86.56	\$ 372.80	\$ 4,473.55
LMD	301	EASTSIDE	Weekly	0.00	0.00	19,505.00	0.00	19,505.00	\$ -	\$ 498.24	\$ 150.68	\$ 648.91	\$ 7,786.94
LMD	315	EASTSIDE	Weekly	0.00	0.00	12,128.00	0.00	12,128.00	\$ -	\$ 309.80	\$ 93.69	\$ 403.49	\$ 4,841.84
LMD	141	EASTSIDE	Weekly	0.00	0.00	57,335.50	0.00	57,335.50	\$ -	\$ 1,464.58	\$ 442.92	\$ 1,907.49	\$ 22,889.94
LMD	224	EASTSIDE	Weekly	0.00	0.00	2,592.00	0.00	2,592.00	\$ -	\$ 66.21	\$ 20.02	\$ 86.23	\$ 1,034.80
LMD	276	EASTSIDE	Weekly	0.00	0.00	3,056.50	0.00	3,056.50	\$ -	\$ 78.08	\$ 23.61	\$ 101.69	\$ 1,220.24
LMD	281	EASTSIDE	Weekly	0.00	0.00	48,080.00	0.00	48,080.00	\$ -	\$ 1,228.16	\$ 371.42	\$ 1,599.57	\$ 19,194.88
LMD	287	EASTSIDE	Weekly	0.00	0.00	30,839.50	0.00	30,839.50	\$ -	\$ 787.76	\$ 238.24	\$ 1,026.00	\$ 12,311.99
LMD	295	EASTSIDE	Weekly	0.00	0.00	10,157.00	0.00	10,157.00	\$ -	\$ 259.45	\$ 78.46	\$ 337.91	\$ 4,054.96
LMD	217	EASTSIDE	Weekly	0.00	0.00	48,415.50	0.00	48,415.50	\$ -	\$ 1,236.73	\$ 374.01	\$ 1,610.74	\$ 19,328.82
LMD	267	EASTSIDE	Weekly	0.00	0.00	70,634.00	0.00	70,634.00	\$ -	\$ 1,804.27	\$ 545.65	\$ 2,349.92	\$ 28,199.07
LMD	272	EASTSIDE	Weekly	0.00	0.00	44,823.00	0.00	44,823.00	\$ -	\$ 1,144.96	\$ 346.26	\$ 1,491.22	\$ 17,894.60
LMD	278	EASTSIDE	Weekly	0.00	0.00	69,246.00	0.00	69,246.00	\$ -	\$ 1,768.82	\$ 534.93	\$ 2,303.75	\$ 27,644.94
LMD	286	EASTSIDE	Weekly	0.00	0.00	10,725.50	0.00	10,725.50	\$ -	\$ 273.97	\$ 82.85	\$ 356.83	\$ 4,281.92
LMD	304	EASTSIDE	Weekly	0.00	0.00	14,695.00	0.00	14,695.00	\$ -	\$ 375.37	\$ 113.52	\$ 488.89	\$ 5,866.66
LMD	1	EASTSIDE	Weekly	0.00	0.00	372.00	459.00	831.00	\$ -	\$ 21.23	\$ 6.42	\$ 27.65	\$ 331.76
LMD	7	EASTSIDE	Weekly	0.00	0.00	17,099.50	726.75	17,826.25	\$ -	\$ 455.35	\$ 137.71	\$ 593.06	\$ 7,116.74
LMD	11	EASTSIDE	Weekly	124,136.50	0.00	387.00	568.00	125,091.50	\$ 3,170.94	\$ 24.39	\$ 966.33	\$ 4,161.67	\$ 49,940.03
LMD	12	EASTSIDE	Weekly	40,257.50	0.00	17,036.00	0.00	57,293.50	\$ 1,028.34	\$ 435.17	\$ 442.59	\$ 1,906.10	\$ 22,873.17
LMD	23	EASTSIDE	Weekly	15,354.50	0.00	7,280.00	0.00	22,634.50	\$ 392.22	\$ 185.96	\$ 174.85	\$ 753.03	\$ 9,036.33
LMD	25	EASTSIDE	Weekly	0.00	0.00	2,000.00	0.00	2,000.00	\$ -	\$ 51.09	\$ 15.45	\$ 66.54	\$ 798.46
LMD	33	EASTSIDE	Weekly	22,447.50	6,825.00	884.50	0.00	30,157.00	\$ 573.40	\$ 196.93	\$ 232.96	\$ 1,003.29	\$ 12,039.52
LMD	49	EASTSIDE	Weekly	7,546.00	0.00	4,087.00	0.00	11,633.00	\$ 192.76	\$ 104.40	\$ 89.86	\$ 387.02	\$ 4,644.22
LMD	52	EASTSIDE	Weekly	6,997.00	2,010.00	16,069.00	0.00	25,076.00	\$ 178.73	\$ 461.81	\$ 193.71	\$ 834.25	\$ 10,011.04
LMD	67	EASTSIDE	Weekly	1,683.00	0.00	5,282.00	0.00	6,965.00	\$ 42.99	\$ 134.92	\$ 53.80	\$ 231.72	\$ 2,780.62
LMD	128	EASTSIDE	Weekly	34,457.00	0.00	15,627.00	0.00	50,084.00	\$ 880.17	\$ 399.18	\$ 386.90	\$ 1,666.24	\$ 19,994.94
LMD	137	EASTSIDE	Weekly	4,772.50	0.00	9,475.50	0.00	14,248.00	\$ 121.91	\$ 242.04	\$ 110.07	\$ 474.02	\$ 5,688.20
LMD	296	EASTSIDE	Weekly	0.00	0.00	16,751.00	0.00	16,751.00	\$ -	\$ 427.89	\$ 129.40	\$ 557.29	\$ 6,687.47
LMD	314	EASTSIDE	Weekly	0.00	0.00	18,320.00	0.00	18,320.00	\$ -	\$ 467.97	\$ 141.52	\$ 609.49	\$ 7,313.86
LMD	9	EASTSIDE	Weekly	0.00	0.00	37,507.50	0.00	37,507.50	\$ -	\$ 958.09	\$ 289.75	\$ 1,247.84	\$ 14,974.04
LMD	13	EASTSIDE	Weekly	0.00	0.00	0.00	640.00	640.00	\$ -	\$ 16.35	\$ 4.94	\$ 21.29	\$ 255.51
LMD	15	EASTSIDE	Weekly	4,674.00	0.00	0.00	96.00	4,770.00	\$ 119.39	\$ 2.45	\$ 36.85	\$ 158.69	\$ 1,904.32
LMD	19	EASTSIDE	Weekly	17,695.50	0.00	4,850.00	86.80	22,632.30	\$ 452.01	\$ 126.11	\$ 174.83	\$ 752.95	\$ 9,035.45
LMD	21	EASTSIDE	Weekly	9,787.50	0.00	0.00	0.00	9,787.50	\$ 250.01	\$ -	\$ 75.61	\$ 325.62	\$ 3,907.44

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2024-2025 (Year 2)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	26	EASTSIDE	Weekly	706.00	0.00	5,696.00	16.00	6,418.00	\$ 18.03	\$ 145.91	\$ 49.58	\$ 213.52	\$ 2,562.25
LMD	30	EASTSIDE	Weekly	11,630.50	0.00	4,833.00	0.00	16,463.50	\$ 297.09	\$ 123.45	\$ 127.18	\$ 547.72	\$ 6,572.69
LMD	35	EASTSIDE	Weekly	0.00	0.00	968.50	0.00	968.50	\$ -	\$ 24.74	\$ 7.48	\$ 32.22	\$ 386.65
LMD	36	EASTSIDE	Weekly	14,253.00	0.00	1,914.00	0.00	16,167.00	\$ 364.08	\$ 48.89	\$ 124.89	\$ 537.86	\$ 6,454.32
LMD	37	EASTSIDE	Weekly	0.00	0.00	6,569.00	1,393.80	7,962.80	\$ -	\$ 203.40	\$ 61.51	\$ 264.91	\$ 3,178.97
LMD	42	EASTSIDE	Weekly	0.00	0.00	11,266.75	128.00	11,394.75	\$ -	\$ 291.07	\$ 88.02	\$ 379.09	\$ 4,549.10
LMD	43	EASTSIDE	Weekly	377.00	0.00	30,451.50	0.00	30,828.50	\$ 9.63	\$ 777.85	\$ 238.15	\$ 1,025.63	\$ 12,307.60
LMD	46	EASTSIDE	Weekly	9,246.00	0.00	1,416.50	0.00	10,662.50	\$ 236.18	\$ 36.18	\$ 82.37	\$ 354.73	\$ 4,256.77
LMD	77	EASTSIDE	Weekly	8,840.00	0.00	607.00	0.00	9,447.00	\$ 225.81	\$ 15.51	\$ 72.98	\$ 314.29	\$ 3,771.51
LMD	82	EASTSIDE	Weekly	2,914.00	0.00	1,340.00	0.00	4,254.00	\$ 74.44	\$ 34.23	\$ 32.86	\$ 141.53	\$ 1,698.32
LMD	197	EASTSIDE	Weekly	0.00	0.00	7,885.50	0.00	7,885.50	\$ -	\$ 201.43	\$ 60.92	\$ 262.34	\$ 3,148.11
LMD	2	EASTSIDE	Weekly	0.00	0.00	39,926.00	286.00	40,212.00	\$ -	\$ 1,027.18	\$ 310.64	\$ 1,337.81	\$ 16,053.76
LMD	16	EASTSIDE	Weekly	0.00	0.00	13,501.00	180.00	13,681.00	\$ -	\$ 349.47	\$ 105.69	\$ 455.15	\$ 5,461.84
LMD	17	EASTSIDE	Weekly	0.00	98,427.00	8,140.00	160.00	106,727.00	\$ -	\$ 2,726.23	\$ 824.47	\$ 3,550.70	\$ 42,608.41
LMD	64	EASTSIDE	Weekly	0.00	0.00	28,182.00	464.00	28,646.00	\$ -	\$ 731.73	\$ 221.29	\$ 953.02	\$ 11,436.29
LMD	68	EASTSIDE	Weekly	5,434.00	0.00	8,037.00	0.00	13,471.00	\$ 138.81	\$ 205.30	\$ 104.06	\$ 448.17	\$ 5,378.00
LMD	93	EASTSIDE	Weekly	0.00	0.00	867.00	0.00	867.00	\$ -	\$ 22.15	\$ 6.70	\$ 28.84	\$ 346.13
LMD	105	EASTSIDE	Weekly	3,740.00	0.00	6,020.00	0.00	9,760.00	\$ 95.53	\$ 153.77	\$ 75.40	\$ 324.71	\$ 3,896.47
LMD	148	WESTSIDE	Weekly	0.00	0.00	744.00	256.00	1,000.00	\$ -	\$ 25.54	\$ 7.73	\$ 33.27	\$ 399.23
LMD	168	EASTSIDE	Weekly	0.00	0.00	6,058.50	0.00	6,058.50	\$ -	\$ 154.76	\$ 46.80	\$ 201.56	\$ 2,418.72
LMD	188	EASTSIDE	Weekly	0.00	0.00	6,807.50	0.00	6,807.50	\$ -	\$ 173.89	\$ 52.59	\$ 226.48	\$ 2,717.74
LMD	189	EASTSIDE	Weekly	0.00	0.00	17,061.00	0.00	17,061.00	\$ -	\$ 435.81	\$ 131.80	\$ 567.60	\$ 6,811.23
LMD	190	EASTSIDE	Weekly	0.00	0.00	9,053.50	0.00	9,053.50	\$ -	\$ 231.26	\$ 69.94	\$ 301.20	\$ 3,614.41
LMD	203	EASTSIDE	Weekly	0.00	0.00	13,220.00	0.00	13,220.00	\$ -	\$ 337.69	\$ 102.12	\$ 439.82	\$ 5,277.79
LMD	213	EASTSIDE	Weekly	0.00	0.00	34,694.00	0.00	34,694.00	\$ -	\$ 886.22	\$ 268.01	\$ 1,154.23	\$ 13,850.82
LMD	222	EASTSIDE	Weekly	2,714.50	0.00	8,123.50	0.00	10,838.00	\$ 69.34	\$ 207.51	\$ 83.72	\$ 360.57	\$ 4,326.83
LMD	263	EASTSIDE	Weekly	0.00	0.00	15,296.50	0.00	15,296.50	\$ -	\$ 390.73	\$ 118.17	\$ 508.90	\$ 6,106.79
LMD	87	EASTSIDE	Weekly	0.00	0.00	62,590.00	0.00	62,590.00	\$ -	\$ 1,598.80	\$ 483.51	\$ 2,082.31	\$ 24,987.68
LMD	122	EASTSIDE	Weekly	0.00	0.00	61,466.00	0.00	61,466.00	\$ -	\$ 1,570.09	\$ 474.82	\$ 2,044.91	\$ 24,538.95
LMD	145	EASTSIDE	Weekly	0.00	0.00	65,815.50	0.00	65,815.50	\$ -	\$ 1,681.19	\$ 508.42	\$ 2,189.62	\$ 26,275.39
LMD	180	EASTSIDE	Weekly	0.00	0.00	10,241.75	0.00	10,241.75	\$ -	\$ 261.62	\$ 79.12	\$ 340.73	\$ 4,088.79
LMD	182	EASTSIDE	Weekly	0.00	0.00	12,231.50	0.00	12,231.50	\$ -	\$ 312.44	\$ 94.49	\$ 406.93	\$ 4,883.16
LMD	220	EASTSIDE	Weekly	0.00	0.00	8,013.50	0.00	8,013.50	\$ -	\$ 204.70	\$ 61.90	\$ 266.60	\$ 3,199.21
LMD	221	EASTSIDE	Weekly	0.00	0.00	3,522.00	0.00	3,522.00	\$ -	\$ 89.97	\$ 27.21	\$ 117.17	\$ 1,406.08
LMD	257	EASTSIDE	Weekly	0.00	0.00	24,560.50	0.00	24,560.50	\$ -	\$ 627.37	\$ 189.73	\$ 817.10	\$ 9,805.24
LMD	274	EASTSIDE	Weekly	0.00	0.00	40,451.50	0.00	40,451.50	\$ -	\$ 1,033.29	\$ 312.49	\$ 1,345.78	\$ 16,149.37
LMD	6	EASTSIDE	Weekly	0.00	0.00	4,224.00	0.00	4,224.00	\$ -	\$ 107.90	\$ 32.63	\$ 140.53	\$ 1,686.34
LMD	10	EASTSIDE	Weekly	0.00	0.00	1,100.00	1,104.00	2,204.00	\$ -	\$ 56.30	\$ 17.03	\$ 73.32	\$ 879.90
LMD	29	EASTSIDE	Weekly	0.00	0.00	4,761.00	0.00	4,761.00	\$ -	\$ 121.61	\$ 36.78	\$ 158.39	\$ 1,900.72

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2024-2025 (Year 2)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	31	EASTSIDE	Weekly	0.00	0.00	4,473.50	374.00	4,847.50	\$ -	\$ 123.82	\$ 37.45	\$ 161.27	\$ 1,935.26
LMD	39	EASTSIDE	Weekly	1,903.50	0.00	859.50	494.00	3,257.00	\$ 48.62	\$ 34.57	\$ 25.16	\$ 108.36	\$ 1,300.29
LMD	59	EASTSIDE	Weekly	9,702.00	0.00	3,444.00	0.00	13,146.00	\$ 247.83	\$ 87.97	\$ 101.55	\$ 437.35	\$ 5,248.25
LMD	66	EASTSIDE	Weekly	30,101.50	0.00	97,311.00	0.00	127,412.50	\$ 768.91	\$ 2,485.71	\$ 984.26	\$ 4,238.89	\$ 50,866.64
LMD	69	EASTSIDE	Weekly	5,694.75	0.00	747.50	0.00	6,442.25	\$ 145.47	\$ 19.09	\$ 49.77	\$ 214.33	\$ 2,571.93
LMD	75	EASTSIDE	Weekly	6,440.00	0.00	17,494.50	0.00	23,934.50	\$ 164.50	\$ 446.88	\$ 184.89	\$ 796.28	\$ 9,555.32
LMD	83	EASTSIDE	Weekly	0.00	0.00	1,802.00	0.00	1,802.00	\$ -	\$ 46.03	\$ 13.92	\$ 59.95	\$ 719.41
LMD	94	EASTSIDE	Weekly	10,259.00	0.00	1,560.00	0.00	11,819.00	\$ 262.06	\$ 39.85	\$ 91.30	\$ 393.21	\$ 4,718.48
LMD	133	EASTSIDE	Weekly	0.00	0.00	34,877.00	0.00	34,877.00	\$ -	\$ 890.90	\$ 269.42	\$ 1,160.32	\$ 13,923.87
LMD	84	EASTSIDE	Weekly	6,656.00	0.00	7,282.50	208.00	14,146.50	\$ 170.02	\$ 191.34	\$ 109.28	\$ 470.64	\$ 5,647.68
LMD	136	EASTSIDE	Weekly	0.00	0.00	6,732.00	0.00	6,732.00	\$ -	\$ 171.96	\$ 52.00	\$ 223.97	\$ 2,687.60
LMD	144	EASTSIDE	Weekly	0.00	0.00	8,793.50	0.00	8,793.50	\$ -	\$ 224.62	\$ 67.93	\$ 292.55	\$ 3,510.61
LMD	183	EASTSIDE	Weekly	0.00	0.00	11,403.00	0.00	11,403.00	\$ -	\$ 291.28	\$ 88.09	\$ 379.37	\$ 4,552.40
LMD	201	EASTSIDE	Weekly	0.00	0.00	7,900.00	0.00	7,900.00	\$ -	\$ 201.80	\$ 61.03	\$ 262.83	\$ 3,153.90
LMD	264	EASTSIDE	Weekly	0.00	0.00	20,872.00	0.00	20,872.00	\$ -	\$ 533.15	\$ 161.24	\$ 694.39	\$ 8,332.69
LMD	85	WESTSIDE	Weekly	0.00	0.00	60,997.25	0.00	60,997.25	\$ -	\$ 1,558.11	\$ 471.20	\$ 2,029.32	\$ 24,351.81
LMD	88	WESTSIDE	Weekly	11,441.50	0.00	6,281.00	0.00	17,722.50	\$ 292.26	\$ 160.44	\$ 136.91	\$ 589.61	\$ 7,075.32
LMD	99	WESTSIDE	Weekly	13,870.50	0.00	2,451.00	0.00	16,321.50	\$ 354.31	\$ 62.61	\$ 126.08	\$ 543.00	\$ 6,516.00
LMD	165	WESTSIDE	Weekly	946.00	0.00	4,902.00	0.00	5,848.00	\$ 24.16	\$ 125.22	\$ 45.18	\$ 194.56	\$ 2,334.69
LMD	176	WESTSIDE	Weekly	0.00	0.00	8,615.50	0.00	8,615.50	\$ -	\$ 220.07	\$ 66.55	\$ 286.63	\$ 3,439.55
LMD	177	WESTSIDE	Weekly	686.00	0.00	19,160.50	0.00	19,846.50	\$ 17.52	\$ 489.44	\$ 153.31	\$ 660.27	\$ 7,923.28
LMD	252	WESTSIDE	Weekly	0.00	0.00	24,579.00	0.00	24,579.00	\$ -	\$ 627.85	\$ 189.87	\$ 817.72	\$ 9,812.63
LMD	253	WESTSIDE	Weekly	0.00	0.00	17,717.50	0.00	17,717.50	\$ -	\$ 452.58	\$ 136.87	\$ 589.44	\$ 7,073.32
LMD	266	WESTSIDE	Weekly	0.00	0.00	24,844.00	0.00	24,844.00	\$ -	\$ 634.62	\$ 191.92	\$ 826.54	\$ 9,918.42
LMD	28	WESTSIDE	Weekly	0.00	0.00	2,108.00	0.00	2,108.00	\$ -	\$ 53.85	\$ 16.28	\$ 70.13	\$ 841.57
LMD	41	WESTSIDE	Weekly	5,770.00	0.00	42,923.00	0.00	48,693.00	\$ 147.39	\$ 1,096.43	\$ 376.15	\$ 1,619.97	\$ 19,439.61
LMD	110	WESTSIDE	Weekly	0.00	0.00	8,804.00	0.00	8,804.00	\$ -	\$ 224.89	\$ 68.01	\$ 292.90	\$ 3,514.80
LMD	131	WESTSIDE	Weekly	6,715.00	0.00	1,860.00	0.00	8,575.00	\$ 171.53	\$ 47.51	\$ 66.24	\$ 285.28	\$ 3,423.38
LMD	175	WESTSIDE	Weekly	0.00	0.00	9,805.50	0.00	9,805.50	\$ -	\$ 250.47	\$ 75.75	\$ 326.22	\$ 3,914.63
LMD	179	WESTSIDE	Weekly	9,322.00	0.00	89,372.00	0.00	98,694.00	\$ 238.12	\$ 2,282.92	\$ 762.41	\$ 3,283.45	\$ 39,401.41
LMD	236	WESTSIDE	Weekly	0.00	0.00	9,611.50	0.00	9,611.50	\$ -	\$ 245.52	\$ 74.25	\$ 319.76	\$ 3,837.18
LMD	242	WESTSIDE	Weekly	0.00	0.00	3,792.00	0.00	3,792.00	\$ -	\$ 96.86	\$ 29.29	\$ 126.16	\$ 1,513.87
LMD	259	WESTSIDE	Weekly	0.00	0.00	11,182.00	0.00	11,182.00	\$ -	\$ 285.63	\$ 86.38	\$ 372.01	\$ 4,464.17
LMD	268	WESTSIDE	Weekly	1,925.00	0.00	50,466.00	0.00	52,391.00	\$ 49.17	\$ 1,289.10	\$ 404.72	\$ 1,743.00	\$ 20,915.95
LMD	20	WESTSIDE	Weekly	10,638.00	0.00	17,118.50	0.00	27,756.50	\$ 271.74	\$ 437.27	\$ 214.42	\$ 923.43	\$ 11,081.17
LMD	61	WESTSIDE	Weekly	46,419.00	0.00	140.00	0.00	46,559.00	\$ 1,185.73	\$ 3.58	\$ 359.67	\$ 1,548.97	\$ 18,587.66
LMD	152	WESTSIDE	Weekly	541.50	0.00	128,607.00	0.00	129,148.50	\$ 13.83	\$ 3,285.14	\$ 997.67	\$ 4,296.64	\$ 51,559.70
LMD	154	WESTSIDE	Weekly	3,060.00	0.00	20,425.50	0.00	23,485.50	\$ 78.16	\$ 521.75	\$ 181.43	\$ 781.34	\$ 9,376.07
LMD	167	WESTSIDE	Weekly	2,450.00	0.00	800.00	0.00	3,250.00	\$ 62.58	\$ 20.44	\$ 25.11	\$ 108.12	\$ 1,297.49

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2024-2025 (Year 2)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	192	WESTSIDE	Weekly	0.00	0.00	13,439.50	0.00	13,439.50	\$ -	\$ 343.30	\$ 103.82	\$ 447.12	\$ 5,365.42
LMD	195	WESTSIDE	Weekly	0.00	0.00	42,823.50	0.00	42,823.50	\$ -	\$ 1,093.88	\$ 330.81	\$ 1,424.70	\$ 17,096.34
LMD	216	WESTSIDE	Weekly	2,835.00	0.00	28,178.50	1,200.00	32,213.50	\$ 72.42	\$ 750.44	\$ 248.85	\$ 1,071.71	\$ 12,860.53
LMD	233	WESTSIDE	Weekly	0.00	0.00	12,696.00	0.00	12,696.00	\$ -	\$ 324.31	\$ 98.08	\$ 422.38	\$ 5,068.60
LMD	260	WESTSIDE	Weekly	8,395.00	0.00	37,480.50	0.00	45,875.50	\$ 214.44	\$ 957.40	\$ 354.39	\$ 1,526.23	\$ 18,314.78
LMD	261	WESTSIDE	Weekly	0.00	0.00	6,409.00	0.00	6,409.00	\$ -	\$ 163.71	\$ 49.51	\$ 213.22	\$ 2,558.65
LMD	40	WESTSIDE	Weekly	0.00	0.00	39,064.50	0.00	39,064.50	\$ -	\$ 997.86	\$ 301.77	\$ 1,299.64	\$ 15,595.64
LMD	44	WESTSIDE	Weekly	7,453.25	0.00	17,316.50	0.00	24,769.75	\$ 190.39	\$ 442.33	\$ 191.35	\$ 824.06	\$ 9,888.78
LMD	100	WESTSIDE	Weekly	1,744.00	0.00	4,167.50	0.00	5,911.50	\$ 44.55	\$ 106.45	\$ 45.67	\$ 196.67	\$ 2,360.04
LMD	116	WESTSIDE	Weekly	2,787.50	0.00	1,275.00	0.00	4,062.50	\$ 71.20	\$ 32.57	\$ 31.38	\$ 135.16	\$ 1,621.86
LMD	184	WESTSIDE	Weekly	0.00	0.00	24,873.00	0.00	24,873.00	\$ -	\$ 635.36	\$ 192.14	\$ 827.50	\$ 9,930.00
LMD	193	WESTSIDE	Weekly	1,894.50	0.00	42,588.00	0.00	44,482.50	\$ 48.39	\$ 1,087.87	\$ 343.63	\$ 1,479.89	\$ 17,758.66
LMD	199	WESTSIDE	Weekly	1,071.00	0.00	0.00	0.00	1,071.00	\$ 27.36	\$ -	\$ 8.27	\$ 35.63	\$ 427.57
LMD	219	WESTSIDE	Weekly	0.00	0.00	15,585.50	0.00	15,585.50	\$ -	\$ 398.12	\$ 120.40	\$ 518.51	\$ 6,222.17
LMD	271	WESTSIDE	Weekly	0.00	0.00	12,128.50	0.00	12,128.50	\$ -	\$ 309.81	\$ 93.69	\$ 403.50	\$ 4,842.04
LMD	5	WESTSIDE	Weekly	9,077.50	0.00	28,337.00	367.00	37,781.50	\$ 231.88	\$ 733.21	\$ 291.86	\$ 1,256.95	\$ 15,083.43
LMD	32	EASTSIDE	Weekly	0.00	4,686.00	5,438.00	0.00	10,124.00	\$ -	\$ 258.61	\$ 78.21	\$ 336.82	\$ 4,041.78
LMD	4	EASTSIDE	Weekly	12,965.00	50,190.00	0.00	0.00	63,155.00	\$ 331.18	\$ 1,282.05	\$ 487.87	\$ 2,101.10	\$ 25,213.24
LMD	48	EASTSIDE	Weekly	0.00	0.00	13,962.00	0.00	13,962.00	\$ -	\$ 356.65	\$ 107.86	\$ 464.50	\$ 5,574.02
LMD	78	EASTSIDE	Weekly	8,489.00	0.00	24,929.00	0.00	33,418.00	\$ 216.84	\$ 636.79	\$ 258.15	\$ 1,111.78	\$ 13,341.40
LMD	102	WESTSIDE	Weekly	474.50	0.00	5,549.00	952.00	6,975.50	\$ 12.12	\$ 166.06	\$ 53.89	\$ 232.07	\$ 2,784.81
LMD	289	EASTSIDE	Weekly	0.00	0.00	3,655.00	0.00	3,655.00	\$ -	\$ 93.36	\$ 28.23	\$ 121.60	\$ 1,459.18
LMD	299	EASTSIDE	Weekly	0.00	0.00	16,127.50	0.00	16,127.50	\$ -	\$ 411.96	\$ 124.58	\$ 536.55	\$ 6,438.55
LMD	73	WESTSIDE	Weekly	4,608.50	0.00	35,026.50	0.00	39,635.00	\$ 117.72	\$ 894.72	\$ 306.18	\$ 1,318.62	\$ 15,823.40
LMD	178	WESTSIDE	Weekly	0.00	0.00	85,201.50	0.00	85,201.50	\$ -	\$ 2,176.39	\$ 658.18	\$ 2,834.57	\$ 34,014.82
LMD	202	WESTSIDE	Weekly	0.00	0.00	8,454.25	0.00	8,454.25	\$ -	\$ 215.96	\$ 65.31	\$ 281.26	\$ 3,375.17
LMD	273	WESTSIDE	Weekly	0.00	0.00	38,624.00	0.00	38,624.00	\$ -	\$ 986.61	\$ 298.37	\$ 1,284.98	\$ 15,419.78
LMD	292	WESTSIDE	Weekly	0.00	0.00	82,547.00	0.00	82,547.00	\$ -	\$ 2,108.58	\$ 637.68	\$ 2,746.26	\$ 32,955.07
LMD	292-I	WESTSIDE	Weekly	0.00	0.00	34,203.75	0.00	34,203.75	\$ -	\$ 873.70	\$ 264.22	\$ 1,137.92	\$ 13,655.09
LMD	62	WESTSIDE	Weekly	12,247.50	0.00	2,597.00	0.00	14,844.50	\$ 312.85	\$ 66.34	\$ 114.67	\$ 493.86	\$ 5,926.34
LMD	63	WESTSIDE	Weekly	0.00	0.00	42,437.75	0.00	42,437.75	\$ -	\$ 1,084.03	\$ 327.83	\$ 1,411.86	\$ 16,942.34
LMD	97	WESTSIDE	Weekly	0.00	0.00	5,473.00	0.00	5,473.00	\$ -	\$ 139.80	\$ 42.28	\$ 182.08	\$ 2,184.97
LMD	106	WESTSIDE	Weekly	0.00	0.00	8,718.75	0.00	8,718.75	\$ -	\$ 222.71	\$ 67.35	\$ 290.06	\$ 3,480.77
LMD	107	WESTSIDE	Weekly	8,745.00	0.00	10,741.00	0.00	19,486.00	\$ 223.38	\$ 274.37	\$ 150.53	\$ 648.28	\$ 7,779.36
LMD	146	WESTSIDE	Weekly	0.00	0.00	60,421.00	0.00	60,421.00	\$ -	\$ 1,543.39	\$ 466.75	\$ 2,010.15	\$ 24,121.75
LMD	150	WESTSIDE	Weekly	0.00	0.00	4,561.25	0.00	4,561.25	\$ -	\$ 116.51	\$ 35.24	\$ 151.75	\$ 1,820.98
LMD	255	WESTSIDE	Weekly	0.00	0.00	42,193.50	0.00	42,193.50	\$ -	\$ 1,077.79	\$ 325.94	\$ 1,403.74	\$ 16,844.83
LMD	24	WESTSIDE	Weekly	4,249.50	24,718.00	9,256.00	0.00	38,223.50	\$ 108.55	\$ 867.83	\$ 295.28	\$ 1,271.66	\$ 15,259.89
LMD	119	WESTSIDE	Weekly	0.00	0.00	47,034.25	0.00	47,034.25	\$ -	\$ 1,201.44	\$ 363.34	\$ 1,564.78	\$ 18,777.39

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2024-2025 (Year 2)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	157	WESTSIDE	Weekly	1,430.00	0.00	0.00	0.00	1,430.00	\$ 36.53	\$ -	\$ 11.05	\$ 47.57	\$ 570.90
LMD	237	WESTSIDE	Weekly	0.00	0.00	12,947.50	0.00	12,947.50	\$ -	\$ 330.73	\$ 100.02	\$ 430.75	\$ 5,169.00
LMD	243	WESTSIDE	Weekly	0.00	0.00	30,993.50	0.00	30,993.50	\$ -	\$ 791.70	\$ 239.42	\$ 1,031.12	\$ 12,373.47
LMD	246	WESTSIDE	Weekly	11,550.00	0.00	97,935.75	0.00	109,485.75	\$ 295.03	\$ 2,501.67	\$ 845.78	\$ 3,642.48	\$ 43,709.78
LMD	293	WESTSIDE	Weekly	0.00	0.00	24,168.75	0.00	24,168.75	\$ -	\$ 617.37	\$ 186.70	\$ 804.07	\$ 9,648.84
LMD	24-27	WESTSIDE	Weekly	4,986.00	0.00	14,551.00	0.00	19,537.00	\$ 127.36	\$ 371.69	\$ 150.92	\$ 649.98	\$ 7,799.72
LMD	24-57	WESTSIDE	Weekly	10,030.25	0.00	3,800.00	0.00	13,830.25	\$ 256.21	\$ 97.07	\$ 106.84	\$ 460.12	\$ 5,521.42
LMD	80	WESTSIDE	Weekly	11,544.50	6,667.00	0.00	0.00	18,211.50	\$ 294.89	\$ 170.30	\$ 140.68	\$ 605.88	\$ 7,270.54
LMD	24-71	WESTSIDE	Weekly	0.00	0.00	4,501.00	0.00	4,501.00	\$ -	\$ 114.97	\$ 34.77	\$ 149.74	\$ 1,796.93
LMD	24-81	WESTSIDE	Weekly	0.00	37,856.00	4,690.50	0.00	42,546.50	\$ -	\$ 1,086.81	\$ 328.67	\$ 1,415.48	\$ 16,985.75
LMD	24-95	WESTSIDE	Weekly	5,488.00	50,109.50	10,380.00	0.00	65,977.50	\$ 140.19	\$ 1,545.14	\$ 509.68	\$ 2,195.01	\$ 26,340.07
LMD	24-134	WESTSIDE	Weekly	7,096.50	0.00	5,487.50	0.00	12,584.00	\$ 181.27	\$ 140.17	\$ 97.21	\$ 418.66	\$ 5,023.89
LMD	24-225	WESTSIDE	Weekly	0.00	0.00	31,094.50	0.00	31,094.50	\$ -	\$ 794.28	\$ 240.21	\$ 1,034.48	\$ 12,413.80
LMD	256	WESTSIDE	Weekly	0.00	0.00	13,938.50	0.00	13,938.50	\$ -	\$ 356.05	\$ 107.67	\$ 463.72	\$ 5,564.64
LMD	256-01	WESTSIDE	Weekly	0.00	0.00	20,010.50	0.00	20,010.50	\$ -	\$ 511.15	\$ 154.58	\$ 665.73	\$ 7,988.75
LMD	238	WESTSIDE	Weekly	0.00	0.00	20,855.25	0.00	20,855.25	\$ -	\$ 532.73	\$ 161.11	\$ 693.83	\$ 8,326.00
LMD	239	WESTSIDE	Weekly	0.00	0.00	12,051.00	0.00	12,051.00	\$ -	\$ 307.83	\$ 93.09	\$ 400.92	\$ 4,811.10
LMD	240	WESTSIDE	Weekly	0.00	0.00	46,154.25	0.00	46,154.25	\$ -	\$ 1,178.96	\$ 356.54	\$ 1,535.51	\$ 18,426.07
LMD	248	WESTSIDE	Weekly	1,056.00	0.00	1,914.00	0.00	2,970.00	\$ 26.97	\$ 48.89	\$ 22.94	\$ 98.81	\$ 1,185.71
LMD	254	WESTSIDE	Weekly	0.00	0.00	34,996.75	0.00	34,996.75	\$ -	\$ 893.96	\$ 270.35	\$ 1,164.31	\$ 13,971.68
LMD	265	WESTSIDE	Weekly	0.00	0.00	16,342.00	0.00	16,342.00	\$ -	\$ 417.44	\$ 126.24	\$ 543.68	\$ 6,524.18
LMD	279	WESTSIDE	Weekly	0.00	0.00	6,965.00	0.00	6,965.00	\$ -	\$ 177.91	\$ 53.80	\$ 231.72	\$ 2,780.62
LMD	24-1	WESTSIDE	Weekly	0.00	0.00	54,067.00	0.00	54,067.00	\$ -	\$ 1,381.09	\$ 417.67	\$ 1,798.76	\$ 21,585.06
LMD	24-2	WESTSIDE	Weekly	0.00	0.00	42,010.50	0.00	42,010.50	\$ -	\$ 1,073.12	\$ 324.53	\$ 1,397.65	\$ 16,771.77
LMD	24-3	WESTSIDE	Weekly	0.00	0.00	53,234.75	0.00	53,234.75	\$ -	\$ 1,359.83	\$ 411.24	\$ 1,771.07	\$ 21,252.80
LMD	24-4	WESTSIDE	Weekly	0.00	0.00	10,342.50	0.00	10,342.50	\$ -	\$ 264.19	\$ 79.90	\$ 344.08	\$ 4,129.02
LMD	70	WESTSIDE	Weekly	5,656.00	0.00	7,346.00	0.00	13,002.00	\$ 144.48	\$ 187.65	\$ 100.44	\$ 432.56	\$ 5,190.76
LMD	115	WESTSIDE	Weekly	5,085.50	0.00	18,353.00	0.00	23,438.50	\$ 129.90	\$ 468.81	\$ 181.06	\$ 779.78	\$ 9,357.31
LMD	123	WESTSIDE	Weekly	6,070.00	0.00	4,485.00	0.00	10,555.00	\$ 155.05	\$ 114.56	\$ 81.54	\$ 351.15	\$ 4,213.85
LMD	126	WESTSIDE	Weekly	22,604.00	0.00	7,555.00	0.00	30,159.00	\$ 577.40	\$ 192.98	\$ 232.98	\$ 1,003.36	\$ 12,040.32
LMD	127	WESTSIDE	Weekly	7,246.50	0.00	1,325.00	0.00	8,571.50	\$ 185.10	\$ 33.85	\$ 66.21	\$ 285.17	\$ 3,421.98
LMD	129	WESTSIDE	Weekly	30,381.50	0.00	52,568.55	0.00	82,950.05	\$ 776.07	\$ 1,342.81	\$ 640.79	\$ 2,759.67	\$ 33,115.98
LMD	143	WESTSIDE	Weekly	0.00	0.00	9,113.50	0.00	9,113.50	\$ -	\$ 232.80	\$ 70.40	\$ 303.20	\$ 3,638.36
LMD	160	WESTSIDE	Weekly	5,297.50	0.00	20,510.00	0.00	25,807.50	\$ 135.32	\$ 523.91	\$ 199.36	\$ 858.59	\$ 10,303.08
LMD	244	WESTSIDE	Weekly	2,663.00	0.00	2,309.00	0.00	4,972.00	\$ 68.02	\$ 58.98	\$ 38.41	\$ 165.41	\$ 1,984.96
LMD	245	WESTSIDE	Weekly	2,460.00	0.00	92,465.50	0.00	94,925.50	\$ 62.84	\$ 2,361.94	\$ 733.30	\$ 3,158.08	\$ 37,896.92
LMD	247	WESTSIDE	Weekly	0.00	0.00	20,038.50	0.00	20,038.50	\$ -	\$ 511.86	\$ 154.80	\$ 666.66	\$ 7,999.93
LMD	24-5	WESTSIDE	Weekly	0.00	0.00	18,474.50	0.00	18,474.50	\$ -	\$ 471.91	\$ 142.72	\$ 614.63	\$ 7,375.54
LMD	24-6	WESTSIDE	Weekly	0.00	0.00	37,766.50	0.00	37,766.50	\$ -	\$ 964.71	\$ 291.75	\$ 1,256.45	\$ 15,077.44

EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS

Fiscal Year 2024-2025 (Year 2)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	268-5	WESTSIDE	Weekly	0.00	0.00	15,270.00	0.00	15,270.00	\$ -	\$ 390.06	\$ 117.96	\$ 508.02	\$ 6,096.21
LMD	298	EASTSIDE	Weekly	0.00	0.00	44,706.00	0.00	44,706.00	\$ -	\$ 1,141.97	\$ 345.35	\$ 1,487.32	\$ 17,847.89
LMD	324	WESTSIDE	Weekly	0.00	0.00	7,868.00	0.00	7,868.00	\$ -	\$ 200.98	\$ 60.78	\$ 261.76	\$ 3,141.13
LMD	326	EASTSIDE	Weekly	0.00	0.00	2,950.00	0.00	2,950.00	\$ -	\$ 75.35	\$ 22.79	\$ 98.14	\$ 1,177.72
LMD	328	EASTSIDE	Weekly	0.00	0.00	16,036.00	0.00	16,036.00	\$ -	\$ 409.62	\$ 123.88	\$ 533.50	\$ 6,402.02
Totals	238			943,903.00	281,488.50	4,326,327.05	14,897.48	5,566,616.03	\$ 24,111.06	\$ 118,082.58	\$ 43,002.11	\$ 185,195.75	\$ 2,222,348.98

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2025-2026 (Year 3)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	103	EASTSIDE	Weekly	0.00	0.00	28,798.75	0.00	28,798.75	\$ -	\$ 757.70	\$ 229.14	\$ 986.84	\$ 11,842.07
LMD	109	EASTSIDE	Weekly	0.00	0.00	4,427.50	208.00	4,635.50	\$ -	\$ 121.96	\$ 36.88	\$ 158.84	\$ 1,906.12
LMD	112	EASTSIDE	Weekly	0.00	0.00	6,021.50	1,392.00	7,413.50	\$ -	\$ 195.05	\$ 58.99	\$ 254.04	\$ 3,048.44
LMD	120	EASTSIDE	Weekly	0.00	0.00	25,311.50	0.00	25,311.50	\$ -	\$ 665.95	\$ 201.40	\$ 867.34	\$ 10,408.11
LMD	125	EASTSIDE	Weekly	0.00	0.00	23,937.75	448.00	24,385.75	\$ -	\$ 641.59	\$ 194.03	\$ 835.62	\$ 10,027.44
LMD	139	EASTSIDE	Weekly	16,586.50	0.00	16,222.25	0.00	32,808.75	\$ 436.39	\$ 426.81	\$ 261.05	\$ 1,124.25	\$ 13,490.99
LMD	153	EASTSIDE	Weekly	0.00	0.00	23,699.75	0.00	23,699.75	\$ -	\$ 623.54	\$ 188.57	\$ 812.11	\$ 9,745.36
LMD	159	EASTSIDE	Weekly	0.00	0.00	4,972.50	0.00	4,972.50	\$ -	\$ 130.83	\$ 39.56	\$ 170.39	\$ 2,044.70
LMD	171	EASTSIDE	Weekly	0.00	0.00	2,934.50	0.00	2,934.50	\$ -	\$ 77.21	\$ 23.35	\$ 100.56	\$ 1,206.67
LMD	204	EASTSIDE	Weekly	0.00	0.00	7,498.50	0.00	7,498.50	\$ -	\$ 197.29	\$ 59.66	\$ 256.95	\$ 3,083.39
LMD	206	EASTSIDE	Weekly	0.00	0.00	17,189.25	0.00	17,189.25	\$ -	\$ 452.25	\$ 136.77	\$ 589.02	\$ 7,068.24
LMD	234	EASTSIDE	Weekly	0.00	0.00	8,587.50	0.00	8,587.50	\$ -	\$ 225.94	\$ 68.33	\$ 294.27	\$ 3,531.19
LMD	151	EASTSIDE	Weekly	0.00	0.00	9,318.50	0.00	9,318.50	\$ -	\$ 245.17	\$ 74.14	\$ 319.31	\$ 3,831.78
LMD	14	EASTSIDE	Weekly	0.00	0.00	822.00	768.00	1,590.00	\$ -	\$ 41.83	\$ 12.65	\$ 54.48	\$ 653.81
LMD	22	EASTSIDE	Weekly	63,185.00	0.00	0.00	0.00	63,185.00	\$ 1,662.40	\$ -	\$ 502.75	\$ 2,165.14	\$ 25,981.74
LMD	51	EASTSIDE	Weekly	0.00	0.00	7,785.00	0.00	7,785.00	\$ -	\$ 204.82	\$ 61.94	\$ 266.77	\$ 3,201.20
LMD	65	EASTSIDE	Weekly	13,881.00	0.00	4,150.00	1,056.00	19,087.00	\$ 365.21	\$ 136.97	\$ 151.87	\$ 654.05	\$ 7,848.59
LMD	72	EASTSIDE	Weekly	0.00	0.00	39,410.00	0.00	39,410.00	\$ -	\$ 1,036.88	\$ 313.58	\$ 1,350.45	\$ 16,205.43
LMD	86	EASTSIDE	Weekly	0.00	0.00	1,192.50	252.00	1,444.50	\$ -	\$ 38.00	\$ 11.49	\$ 49.50	\$ 593.98
LMD	96	EASTSIDE	Weekly	0.00	0.00	4,582.00	0.00	4,582.00	\$ -	\$ 120.55	\$ 36.46	\$ 157.01	\$ 1,884.12
LMD	98	EASTSIDE	Weekly	1,218.00	0.00	22,619.00	0.00	23,837.00	\$ 32.05	\$ 595.11	\$ 189.67	\$ 816.82	\$ 9,801.80
LMD	113	EASTSIDE	Weekly	0.00	0.00	8,442.50	0.00	8,442.50	\$ -	\$ 222.12	\$ 67.17	\$ 289.30	\$ 3,471.56
LMD	114	EASTSIDE	Weekly	3,119.00	0.00	3,667.00	0.00	6,786.00	\$ 82.06	\$ 96.48	\$ 53.99	\$ 232.53	\$ 2,790.41
LMD	121	EASTSIDE	Weekly	4,100.00	0.00	6,421.00	0.00	10,521.00	\$ 107.87	\$ 168.94	\$ 83.71	\$ 360.52	\$ 4,326.25
LMD	138	EASTSIDE	Weekly	0.00	0.00	8,084.50	0.00	8,084.50	\$ -	\$ 212.70	\$ 64.33	\$ 277.03	\$ 3,324.35
LMD	163	EASTSIDE	Weekly	5,580.00	0.00	12,879.50	0.00	18,459.50	\$ 146.81	\$ 338.86	\$ 146.88	\$ 632.55	\$ 7,590.56
LMD	207	EASTSIDE	Weekly	1,469.25	0.00	18,456.50	0.00	19,925.75	\$ 38.66	\$ 485.59	\$ 158.54	\$ 682.79	\$ 8,193.49
LMD	212	EASTSIDE	Weekly	0.00	0.00	15,126.50	0.00	15,126.50	\$ -	\$ 397.98	\$ 120.36	\$ 518.34	\$ 6,220.03
LMD	262	EASTSIDE	Weekly	0.00	0.00	11,419.25	0.00	11,419.25	\$ -	\$ 300.44	\$ 90.86	\$ 391.30	\$ 4,695.61
LMD	282	EASTSIDE	Weekly	0.00	0.00	3,220.00	0.00	3,220.00	\$ -	\$ 84.72	\$ 25.62	\$ 110.34	\$ 1,324.07
LMD	283	EASTSIDE	Weekly	0.00	0.00	8,106.25	0.00	8,106.25	\$ -	\$ 213.28	\$ 64.50	\$ 277.77	\$ 3,333.30
LMD	56	EASTSIDE	Weekly	14,790.00	0.00	0.00	397.38	15,187.38	\$ 389.12	\$ 10.46	\$ 120.84	\$ 520.42	\$ 6,245.07
LMD	58	EASTSIDE	Weekly	0.00	0.00	8,220.00	0.00	8,220.00	\$ -	\$ 216.27	\$ 65.40	\$ 281.67	\$ 3,380.07
LMD	60	EASTSIDE	Weekly	5,523.00	0.00	7,861.00	0.00	13,384.00	\$ 145.31	\$ 206.82	\$ 106.49	\$ 458.63	\$ 5,503.51
LMD	76	EASTSIDE	Weekly	17,677.00	0.00	0.00	216.75	17,893.75	\$ 465.08	\$ 5.70	\$ 142.38	\$ 613.16	\$ 7,357.93
LMD	89	EASTSIDE	Weekly	10,410.00	0.00	19,973.00	0.00	30,383.00	\$ 273.89	\$ 525.49	\$ 241.75	\$ 1,041.13	\$ 12,493.52
LMD	92	EASTSIDE	Weekly	4,121.00	0.00	1,890.00	0.00	6,011.00	\$ 108.42	\$ 49.73	\$ 47.83	\$ 205.98	\$ 2,471.73
LMD	111	EASTSIDE	Weekly	0.00	0.00	16,795.50	0.00	16,795.50	\$ -	\$ 441.89	\$ 133.64	\$ 575.53	\$ 6,906.33

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2025-2026 (Year 3)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	135	EASTSIDE	Weekly	0.00	0.00	885.00	0.00	885.00	\$ -	\$ 23.28	\$ 7.04	\$ 30.33	\$ 363.91
LMD	156	EASTSIDE	Weekly	5,850.00	0.00	4,161.00	0.00	10,011.00	\$ 153.91	\$ 109.48	\$ 79.66	\$ 343.04	\$ 4,116.53
LMD	191	EASTSIDE	Weekly	0.00	0.00	7,977.00	0.00	7,977.00	\$ -	\$ 209.87	\$ 63.47	\$ 273.35	\$ 3,280.15
LMD	214	EASTSIDE	Weekly	14,506.50	0.00	16,672.50	0.00	31,179.00	\$ 381.67	\$ 438.65	\$ 248.08	\$ 1,068.40	\$ 12,820.84
LMD	235	EASTSIDE	Weekly	0.00	0.00	14,266.00	0.00	14,266.00	\$ -	\$ 375.34	\$ 113.51	\$ 488.85	\$ 5,866.19
LMD	241	EASTSIDE	Weekly	0.00	0.00	11,205.50	0.00	11,205.50	\$ -	\$ 294.82	\$ 89.16	\$ 383.98	\$ 4,607.71
LMD	301	EASTSIDE	Weekly	0.00	0.00	19,505.00	0.00	19,505.00	\$ -	\$ 513.18	\$ 155.20	\$ 668.37	\$ 8,020.48
LMD	315	EASTSIDE	Weekly	0.00	0.00	12,128.00	0.00	12,128.00	\$ -	\$ 319.09	\$ 96.50	\$ 415.59	\$ 4,987.05
LMD	141	EASTSIDE	Weekly	0.00	0.00	57,335.50	0.00	57,335.50	\$ -	\$ 1,508.50	\$ 456.20	\$ 1,964.70	\$ 23,576.41
LMD	224	EASTSIDE	Weekly	0.00	0.00	2,592.00	0.00	2,592.00	\$ -	\$ 68.20	\$ 20.62	\$ 88.82	\$ 1,065.83
LMD	276	EASTSIDE	Weekly	0.00	0.00	3,056.50	0.00	3,056.50	\$ -	\$ 80.42	\$ 24.32	\$ 104.74	\$ 1,256.84
LMD	281	EASTSIDE	Weekly	0.00	0.00	48,080.00	0.00	48,080.00	\$ -	\$ 1,264.98	\$ 382.56	\$ 1,647.55	\$ 19,770.54
LMD	287	EASTSIDE	Weekly	0.00	0.00	30,839.50	0.00	30,839.50	\$ -	\$ 811.39	\$ 245.38	\$ 1,056.77	\$ 12,681.23
LMD	295	EASTSIDE	Weekly	0.00	0.00	10,157.00	0.00	10,157.00	\$ -	\$ 267.23	\$ 80.82	\$ 348.05	\$ 4,176.57
LMD	217	EASTSIDE	Weekly	0.00	0.00	48,415.50	0.00	48,415.50	\$ -	\$ 1,273.81	\$ 385.23	\$ 1,659.04	\$ 19,908.50
LMD	267	EASTSIDE	Weekly	0.00	0.00	70,634.00	0.00	70,634.00	\$ -	\$ 1,858.38	\$ 562.02	\$ 2,420.40	\$ 29,044.77
LMD	272	EASTSIDE	Weekly	0.00	0.00	44,823.00	0.00	44,823.00	\$ -	\$ 1,179.29	\$ 356.65	\$ 1,535.94	\$ 18,431.26
LMD	278	EASTSIDE	Weekly	0.00	0.00	69,246.00	0.00	69,246.00	\$ -	\$ 1,821.86	\$ 550.97	\$ 2,372.84	\$ 28,474.02
LMD	286	EASTSIDE	Weekly	0.00	0.00	10,725.50	0.00	10,725.50	\$ -	\$ 282.19	\$ 85.34	\$ 367.53	\$ 4,410.34
LMD	304	EASTSIDE	Weekly	0.00	0.00	14,695.00	0.00	14,695.00	\$ -	\$ 386.63	\$ 116.92	\$ 503.55	\$ 6,042.60
LMD	1	EASTSIDE	Weekly	0.00	0.00	372.00	459.00	831.00	\$ -	\$ 21.86	\$ 6.61	\$ 28.48	\$ 341.71
LMD	7	EASTSIDE	Weekly	0.00	0.00	17,099.50	726.75	17,826.25	\$ -	\$ 469.01	\$ 141.84	\$ 610.85	\$ 7,330.17
LMD	11	EASTSIDE	Weekly	124,136.50	0.00	387.00	568.00	125,091.50	\$ 3,266.03	\$ 25.13	\$ 995.32	\$ 4,286.48	\$ 51,437.75
LMD	12	EASTSIDE	Weekly	40,257.50	0.00	17,036.00	0.00	57,293.50	\$ 1,059.17	\$ 448.22	\$ 455.87	\$ 1,963.26	\$ 23,559.14
LMD	23	EASTSIDE	Weekly	15,354.50	0.00	7,280.00	0.00	22,634.50	\$ 403.98	\$ 191.54	\$ 180.10	\$ 775.61	\$ 9,307.33
LMD	25	EASTSIDE	Weekly	0.00	0.00	2,000.00	0.00	2,000.00	\$ -	\$ 52.62	\$ 15.91	\$ 68.53	\$ 822.40
LMD	33	EASTSIDE	Weekly	22,447.50	6,825.00	884.50	0.00	30,157.00	\$ 590.59	\$ 202.84	\$ 239.95	\$ 1,033.38	\$ 12,400.59
LMD	49	EASTSIDE	Weekly	7,546.00	0.00	4,087.00	0.00	11,633.00	\$ 198.54	\$ 107.53	\$ 92.56	\$ 398.63	\$ 4,783.50
LMD	52	EASTSIDE	Weekly	6,997.00	2,010.00	16,069.00	0.00	25,076.00	\$ 184.09	\$ 475.66	\$ 199.52	\$ 859.27	\$ 10,311.28
LMD	67	EASTSIDE	Weekly	1,683.00	0.00	5,282.00	0.00	6,965.00	\$ 44.28	\$ 138.97	\$ 55.42	\$ 238.67	\$ 2,864.01
LMD	128	EASTSIDE	Weekly	34,457.00	0.00	15,627.00	0.00	50,084.00	\$ 906.56	\$ 411.15	\$ 398.51	\$ 1,716.22	\$ 20,594.59
LMD	137	EASTSIDE	Weekly	4,772.50	0.00	9,475.50	0.00	14,248.00	\$ 125.56	\$ 249.30	\$ 113.37	\$ 488.23	\$ 5,858.79
LMD	296	EASTSIDE	Weekly	0.00	0.00	16,751.00	0.00	16,751.00	\$ -	\$ 440.72	\$ 133.28	\$ 574.00	\$ 6,888.03
LMD	314	EASTSIDE	Weekly	0.00	0.00	18,320.00	0.00	18,320.00	\$ -	\$ 482.00	\$ 145.77	\$ 627.77	\$ 7,533.20
LMD	9	EASTSIDE	Weekly	0.00	0.00	37,507.50	0.00	37,507.50	\$ -	\$ 986.82	\$ 298.44	\$ 1,285.26	\$ 15,423.12
LMD	13	EASTSIDE	Weekly	0.00	0.00	0.00	640.00	640.00	\$ -	\$ 16.84	\$ 5.09	\$ 21.93	\$ 263.17
LMD	15	EASTSIDE	Weekly	4,674.00	0.00	0.00	96.00	4,770.00	\$ 122.97	\$ 2.53	\$ 37.95	\$ 163.45	\$ 1,961.43
LMD	19	EASTSIDE	Weekly	17,695.50	0.00	4,850.00	86.80	22,632.30	\$ 465.57	\$ 129.89	\$ 180.08	\$ 775.54	\$ 9,306.42
LMD	21	EASTSIDE	Weekly	9,787.50	0.00	0.00	0.00	9,787.50	\$ 257.51	\$ -	\$ 77.88	\$ 335.39	\$ 4,024.63

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2025-2026 (Year 3)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	26	EASTSIDE	Weekly	706.00	0.00	5,696.00	16.00	6,418.00	\$ 18.57	\$ 150.28	\$ 51.07	\$ 219.92	\$ 2,639.09
LMD	30	EASTSIDE	Weekly	11,630.50	0.00	4,833.00	0.00	16,463.50	\$ 306.00	\$ 127.16	\$ 131.00	\$ 564.15	\$ 6,769.81
LMD	35	EASTSIDE	Weekly	0.00	0.00	968.50	0.00	968.50	\$ -	\$ 25.48	\$ 7.71	\$ 33.19	\$ 398.25
LMD	36	EASTSIDE	Weekly	14,253.00	0.00	1,914.00	0.00	16,167.00	\$ 375.00	\$ 50.36	\$ 128.64	\$ 553.99	\$ 6,647.89
LMD	37	EASTSIDE	Weekly	0.00	0.00	6,569.00	1,393.80	7,962.80	\$ -	\$ 209.50	\$ 63.36	\$ 272.86	\$ 3,274.31
LMD	42	EASTSIDE	Weekly	0.00	0.00	11,266.75	128.00	11,394.75	\$ -	\$ 299.80	\$ 90.67	\$ 390.46	\$ 4,685.53
LMD	43	EASTSIDE	Weekly	377.00	0.00	30,451.50	0.00	30,828.50	\$ 9.92	\$ 801.18	\$ 245.29	\$ 1,056.39	\$ 12,676.71
LMD	46	EASTSIDE	Weekly	9,246.00	0.00	1,416.50	0.00	10,662.50	\$ 243.26	\$ 37.27	\$ 84.84	\$ 365.37	\$ 4,384.43
LMD	77	EASTSIDE	Weekly	8,840.00	0.00	607.00	0.00	9,447.00	\$ 232.58	\$ 15.97	\$ 75.17	\$ 323.72	\$ 3,884.62
LMD	82	EASTSIDE	Weekly	2,914.00	0.00	1,340.00	0.00	4,254.00	\$ 76.67	\$ 35.26	\$ 33.85	\$ 145.77	\$ 1,749.25
LMD	197	EASTSIDE	Weekly	0.00	0.00	7,885.50	0.00	7,885.50	\$ -	\$ 207.47	\$ 62.74	\$ 270.21	\$ 3,242.53
LMD	2	EASTSIDE	Weekly	0.00	0.00	39,926.00	286.00	40,212.00	\$ -	\$ 1,057.98	\$ 319.96	\$ 1,377.93	\$ 16,535.21
LMD	16	EASTSIDE	Weekly	0.00	0.00	13,501.00	180.00	13,681.00	\$ -	\$ 359.95	\$ 108.86	\$ 468.80	\$ 5,625.64
LMD	17	EASTSIDE	Weekly	0.00	98,427.00	8,140.00	160.00	106,727.00	\$ -	\$ 2,807.99	\$ 849.20	\$ 3,657.19	\$ 43,886.25
LMD	64	EASTSIDE	Weekly	0.00	0.00	28,182.00	464.00	28,646.00	\$ -	\$ 753.68	\$ 227.93	\$ 981.61	\$ 11,779.26
LMD	68	EASTSIDE	Weekly	5,434.00	0.00	8,037.00	0.00	13,471.00	\$ 142.97	\$ 211.45	\$ 107.19	\$ 461.61	\$ 5,539.29
LMD	93	EASTSIDE	Weekly	0.00	0.00	867.00	0.00	867.00	\$ -	\$ 22.81	\$ 6.90	\$ 29.71	\$ 356.51
LMD	105	EASTSIDE	Weekly	3,740.00	0.00	6,020.00	0.00	9,760.00	\$ 98.40	\$ 158.39	\$ 77.66	\$ 334.44	\$ 4,013.32
LMD	148	WESTSIDE	Weekly	0.00	0.00	744.00	256.00	1,000.00	\$ -	\$ 26.31	\$ 7.96	\$ 34.27	\$ 411.20
LMD	168	EASTSIDE	Weekly	0.00	0.00	6,058.50	0.00	6,058.50	\$ -	\$ 159.40	\$ 48.21	\$ 207.61	\$ 2,491.26
LMD	188	EASTSIDE	Weekly	0.00	0.00	6,807.50	0.00	6,807.50	\$ -	\$ 179.11	\$ 54.17	\$ 233.27	\$ 2,799.25
LMD	189	EASTSIDE	Weekly	0.00	0.00	17,061.00	0.00	17,061.00	\$ -	\$ 448.87	\$ 135.75	\$ 584.63	\$ 7,015.50
LMD	190	EASTSIDE	Weekly	0.00	0.00	9,053.50	0.00	9,053.50	\$ -	\$ 238.20	\$ 72.04	\$ 310.23	\$ 3,722.81
LMD	203	EASTSIDE	Weekly	0.00	0.00	13,220.00	0.00	13,220.00	\$ -	\$ 347.82	\$ 105.19	\$ 453.01	\$ 5,436.08
LMD	213	EASTSIDE	Weekly	0.00	0.00	34,694.00	0.00	34,694.00	\$ -	\$ 912.80	\$ 276.05	\$ 1,188.85	\$ 14,266.21
LMD	222	EASTSIDE	Weekly	2,714.50	0.00	8,123.50	0.00	10,838.00	\$ 71.42	\$ 213.73	\$ 86.24	\$ 371.38	\$ 4,456.60
LMD	263	EASTSIDE	Weekly	0.00	0.00	15,296.50	0.00	15,296.50	\$ -	\$ 402.45	\$ 121.71	\$ 524.16	\$ 6,289.94
LMD	87	EASTSIDE	Weekly	0.00	0.00	62,590.00	0.00	62,590.00	\$ -	\$ 1,646.74	\$ 498.01	\$ 2,144.76	\$ 25,737.07
LMD	122	EASTSIDE	Weekly	0.00	0.00	61,466.00	0.00	61,466.00	\$ -	\$ 1,617.17	\$ 489.07	\$ 2,106.24	\$ 25,274.88
LMD	145	EASTSIDE	Weekly	0.00	0.00	65,815.50	0.00	65,815.50	\$ -	\$ 1,731.61	\$ 523.68	\$ 2,255.28	\$ 27,063.40
LMD	180	EASTSIDE	Weekly	0.00	0.00	10,241.75	0.00	10,241.75	\$ -	\$ 269.46	\$ 81.49	\$ 350.95	\$ 4,211.42
LMD	182	EASTSIDE	Weekly	0.00	0.00	12,231.50	0.00	12,231.50	\$ -	\$ 321.81	\$ 97.32	\$ 419.13	\$ 5,029.61
LMD	220	EASTSIDE	Weekly	0.00	0.00	8,013.50	0.00	8,013.50	\$ -	\$ 210.84	\$ 63.76	\$ 274.60	\$ 3,295.16
LMD	221	EASTSIDE	Weekly	0.00	0.00	3,522.00	0.00	3,522.00	\$ -	\$ 92.66	\$ 28.02	\$ 120.69	\$ 1,448.25
LMD	257	EASTSIDE	Weekly	0.00	0.00	24,560.50	0.00	24,560.50	\$ -	\$ 646.19	\$ 195.42	\$ 841.61	\$ 10,099.30
LMD	274	EASTSIDE	Weekly	0.00	0.00	40,451.50	0.00	40,451.50	\$ -	\$ 1,064.28	\$ 321.86	\$ 1,386.14	\$ 16,633.70
LMD	6	EASTSIDE	Weekly	0.00	0.00	4,224.00	0.00	4,224.00	\$ -	\$ 111.13	\$ 33.61	\$ 144.74	\$ 1,736.91
LMD	10	EASTSIDE	Weekly	0.00	0.00	1,100.00	1,104.00	2,204.00	\$ -	\$ 57.99	\$ 17.54	\$ 75.52	\$ 906.29
LMD	29	EASTSIDE	Weekly	0.00	0.00	4,761.00	0.00	4,761.00	\$ -	\$ 125.26	\$ 37.88	\$ 163.14	\$ 1,957.73

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2025-2026 (Year 3)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	31	EASTSIDE	Weekly	0.00	0.00	4,473.50	374.00	4,847.50	\$ -	\$ 127.54	\$ 38.57	\$ 166.11	\$ 1,993.30
LMD	39	EASTSIDE	Weekly	1,903.50	0.00	859.50	494.00	3,257.00	\$ 50.08	\$ 35.61	\$ 25.92	\$ 111.61	\$ 1,339.28
LMD	59	EASTSIDE	Weekly	9,702.00	0.00	3,444.00	0.00	13,146.00	\$ 255.26	\$ 90.61	\$ 104.60	\$ 450.47	\$ 5,405.65
LMD	66	EASTSIDE	Weekly	30,101.50	0.00	97,311.00	0.00	127,412.50	\$ 791.97	\$ 2,560.25	\$ 1,013.79	\$ 4,366.01	\$ 52,392.15
LMD	69	EASTSIDE	Weekly	5,694.75	0.00	747.50	0.00	6,442.25	\$ 149.83	\$ 19.67	\$ 51.26	\$ 220.75	\$ 2,649.06
LMD	75	EASTSIDE	Weekly	6,440.00	0.00	17,494.50	0.00	23,934.50	\$ 169.44	\$ 460.28	\$ 190.44	\$ 820.16	\$ 9,841.89
LMD	83	EASTSIDE	Weekly	0.00	0.00	1,802.00	0.00	1,802.00	\$ -	\$ 47.41	\$ 14.34	\$ 61.75	\$ 740.98
LMD	94	EASTSIDE	Weekly	10,259.00	0.00	1,560.00	0.00	11,819.00	\$ 269.91	\$ 41.04	\$ 94.04	\$ 405.00	\$ 4,859.98
LMD	133	EASTSIDE	Weekly	0.00	0.00	34,877.00	0.00	34,877.00	\$ -	\$ 917.61	\$ 277.51	\$ 1,195.12	\$ 14,341.46
LMD	84	EASTSIDE	Weekly	6,656.00	0.00	7,282.50	208.00	14,146.50	\$ 175.12	\$ 197.08	\$ 112.56	\$ 484.75	\$ 5,817.05
LMD	136	EASTSIDE	Weekly	0.00	0.00	6,732.00	0.00	6,732.00	\$ -	\$ 177.12	\$ 53.56	\$ 230.68	\$ 2,768.21
LMD	144	EASTSIDE	Weekly	0.00	0.00	8,793.50	0.00	8,793.50	\$ -	\$ 231.36	\$ 69.97	\$ 301.32	\$ 3,615.90
LMD	183	EASTSIDE	Weekly	0.00	0.00	11,403.00	0.00	11,403.00	\$ -	\$ 300.01	\$ 90.73	\$ 390.74	\$ 4,688.93
LMD	201	EASTSIDE	Weekly	0.00	0.00	7,900.00	0.00	7,900.00	\$ -	\$ 207.85	\$ 62.86	\$ 270.71	\$ 3,248.49
LMD	264	EASTSIDE	Weekly	0.00	0.00	20,872.00	0.00	20,872.00	\$ -	\$ 549.14	\$ 166.07	\$ 715.22	\$ 8,582.59
LMD	85	WESTSIDE	Weekly	0.00	0.00	60,997.25	0.00	60,997.25	\$ -	\$ 1,604.84	\$ 485.34	\$ 2,090.18	\$ 25,082.13
LMD	88	WESTSIDE	Weekly	11,441.50	0.00	6,281.00	0.00	17,722.50	\$ 301.03	\$ 165.25	\$ 141.01	\$ 607.29	\$ 7,287.51
LMD	99	WESTSIDE	Weekly	13,870.50	0.00	2,451.00	0.00	16,321.50	\$ 364.93	\$ 64.49	\$ 129.87	\$ 559.28	\$ 6,711.42
LMD	165	WESTSIDE	Weekly	946.00	0.00	4,902.00	0.00	5,848.00	\$ 24.89	\$ 128.97	\$ 46.53	\$ 200.39	\$ 2,404.70
LMD	176	WESTSIDE	Weekly	0.00	0.00	8,615.50	0.00	8,615.50	\$ -	\$ 226.67	\$ 68.55	\$ 295.23	\$ 3,542.70
LMD	177	WESTSIDE	Weekly	686.00	0.00	19,160.50	0.00	19,846.50	\$ 18.05	\$ 504.11	\$ 157.91	\$ 680.08	\$ 8,160.90
LMD	252	WESTSIDE	Weekly	0.00	0.00	24,579.00	0.00	24,579.00	\$ -	\$ 646.67	\$ 195.57	\$ 842.24	\$ 10,106.91
LMD	253	WESTSIDE	Weekly	0.00	0.00	17,717.50	0.00	17,717.50	\$ -	\$ 466.15	\$ 140.97	\$ 607.12	\$ 7,285.45
LMD	266	WESTSIDE	Weekly	0.00	0.00	24,844.00	0.00	24,844.00	\$ -	\$ 653.65	\$ 197.68	\$ 851.32	\$ 10,215.88
LMD	28	WESTSIDE	Weekly	0.00	0.00	2,108.00	0.00	2,108.00	\$ -	\$ 55.46	\$ 16.77	\$ 72.23	\$ 866.81
LMD	41	WESTSIDE	Weekly	5,770.00	0.00	42,923.00	0.00	48,693.00	\$ 151.81	\$ 1,129.30	\$ 387.44	\$ 1,668.55	\$ 20,022.61
LMD	110	WESTSIDE	Weekly	0.00	0.00	8,804.00	0.00	8,804.00	\$ -	\$ 231.63	\$ 70.05	\$ 301.68	\$ 3,620.21
LMD	131	WESTSIDE	Weekly	6,715.00	0.00	1,860.00	0.00	8,575.00	\$ 176.67	\$ 48.94	\$ 68.23	\$ 293.84	\$ 3,526.05
LMD	175	WESTSIDE	Weekly	0.00	0.00	9,805.50	0.00	9,805.50	\$ -	\$ 257.98	\$ 78.02	\$ 336.00	\$ 4,032.03
LMD	179	WESTSIDE	Weekly	9,322.00	0.00	89,372.00	0.00	98,694.00	\$ 245.26	\$ 2,351.38	\$ 785.28	\$ 3,381.92	\$ 40,583.07
LMD	236	WESTSIDE	Weekly	0.00	0.00	9,611.50	0.00	9,611.50	\$ -	\$ 252.88	\$ 76.48	\$ 329.35	\$ 3,952.26
LMD	242	WESTSIDE	Weekly	0.00	0.00	3,792.00	0.00	3,792.00	\$ -	\$ 99.77	\$ 30.17	\$ 129.94	\$ 1,559.27
LMD	259	WESTSIDE	Weekly	0.00	0.00	11,182.00	0.00	11,182.00	\$ -	\$ 294.20	\$ 88.97	\$ 383.17	\$ 4,598.05
LMD	268	WESTSIDE	Weekly	1,925.00	0.00	50,466.00	0.00	52,391.00	\$ 50.65	\$ 1,327.76	\$ 416.86	\$ 1,795.27	\$ 21,543.23
LMD	20	WESTSIDE	Weekly	10,638.00	0.00	17,118.50	0.00	27,756.50	\$ 279.89	\$ 450.39	\$ 220.85	\$ 951.13	\$ 11,413.50
LMD	61	WESTSIDE	Weekly	46,419.00	0.00	140.00	0.00	46,559.00	\$ 1,221.28	\$ 3.68	\$ 370.46	\$ 1,595.43	\$ 19,145.11
LMD	152	WESTSIDE	Weekly	541.50	0.00	128,607.00	0.00	129,148.50	\$ 14.25	\$ 3,383.65	\$ 1,027.60	\$ 4,425.50	\$ 53,105.99
LMD	154	WESTSIDE	Weekly	3,060.00	0.00	20,425.50	0.00	23,485.50	\$ 80.51	\$ 537.39	\$ 186.87	\$ 804.77	\$ 9,657.26
LMD	167	WESTSIDE	Weekly	2,450.00	0.00	800.00	0.00	3,250.00	\$ 64.46	\$ 21.05	\$ 25.86	\$ 111.37	\$ 1,336.40

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2025-2026 (Year 3)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	192	WESTSIDE	Weekly	0.00	0.00	13,439.50	0.00	13,439.50	\$ -	\$ 353.59	\$ 106.93	\$ 460.53	\$ 5,526.34
LMD	195	WESTSIDE	Weekly	0.00	0.00	42,823.50	0.00	42,823.50	\$ -	\$ 1,126.69	\$ 340.74	\$ 1,467.42	\$ 17,609.07
LMD	216	WESTSIDE	Weekly	2,835.00	0.00	28,178.50	1,200.00	32,213.50	\$ 74.59	\$ 772.95	\$ 256.31	\$ 1,103.85	\$ 13,246.22
LMD	233	WESTSIDE	Weekly	0.00	0.00	12,696.00	0.00	12,696.00	\$ -	\$ 334.03	\$ 101.02	\$ 435.05	\$ 5,220.61
LMD	260	WESTSIDE	Weekly	8,395.00	0.00	37,480.50	0.00	45,875.50	\$ 220.87	\$ 986.11	\$ 365.02	\$ 1,572.00	\$ 18,864.05
LMD	261	WESTSIDE	Weekly	0.00	0.00	6,409.00	0.00	6,409.00	\$ -	\$ 168.62	\$ 50.99	\$ 219.62	\$ 2,635.39
LMD	40	WESTSIDE	Weekly	0.00	0.00	39,064.50	0.00	39,064.50	\$ -	\$ 1,027.79	\$ 310.83	\$ 1,338.61	\$ 16,063.36
LMD	44	WESTSIDE	Weekly	7,453.25	0.00	17,316.50	0.00	24,769.75	\$ 196.10	\$ 455.60	\$ 197.09	\$ 848.78	\$ 10,185.35
LMD	100	WESTSIDE	Weekly	1,744.00	0.00	4,167.50	0.00	5,911.50	\$ 45.88	\$ 109.65	\$ 47.04	\$ 202.57	\$ 2,430.81
LMD	116	WESTSIDE	Weekly	2,787.50	0.00	1,275.00	0.00	4,062.50	\$ 73.34	\$ 33.55	\$ 32.32	\$ 139.21	\$ 1,670.50
LMD	184	WESTSIDE	Weekly	0.00	0.00	24,873.00	0.00	24,873.00	\$ -	\$ 654.41	\$ 197.91	\$ 852.32	\$ 10,227.80
LMD	193	WESTSIDE	Weekly	1,894.50	0.00	42,588.00	0.00	44,482.50	\$ 49.84	\$ 1,120.49	\$ 353.94	\$ 1,524.27	\$ 18,291.25
LMD	199	WESTSIDE	Weekly	1,071.00	0.00	0.00	0.00	1,071.00	\$ 28.18	\$ -	\$ 8.52	\$ 36.70	\$ 440.40
LMD	219	WESTSIDE	Weekly	0.00	0.00	15,585.50	0.00	15,585.50	\$ -	\$ 410.05	\$ 124.01	\$ 534.06	\$ 6,408.77
LMD	271	WESTSIDE	Weekly	0.00	0.00	12,128.50	0.00	12,128.50	\$ -	\$ 319.10	\$ 96.50	\$ 415.60	\$ 4,987.25
LMD	5	WESTSIDE	Weekly	9,077.50	0.00	28,337.00	367.00	37,781.50	\$ 238.83	\$ 755.20	\$ 300.62	\$ 1,294.65	\$ 15,535.79
LMD	32	EASTSIDE	Weekly	0.00	4,686.00	5,438.00	0.00	10,124.00	\$ -	\$ 266.36	\$ 80.55	\$ 346.92	\$ 4,163.00
LMD	4	EASTSIDE	Weekly	12,965.00	50,190.00	0.00	0.00	63,155.00	\$ 341.11	\$ 1,320.50	\$ 502.51	\$ 2,164.12	\$ 25,969.40
LMD	48	EASTSIDE	Weekly	0.00	0.00	13,962.00	0.00	13,962.00	\$ -	\$ 367.34	\$ 111.09	\$ 478.43	\$ 5,741.19
LMD	78	EASTSIDE	Weekly	8,489.00	0.00	24,929.00	0.00	33,418.00	\$ 223.35	\$ 655.88	\$ 265.90	\$ 1,145.13	\$ 13,741.52
LMD	102	WESTSIDE	Weekly	474.50	0.00	5,549.00	952.00	6,975.50	\$ 12.48	\$ 171.04	\$ 55.50	\$ 239.03	\$ 2,868.33
LMD	289	EASTSIDE	Weekly	0.00	0.00	3,655.00	0.00	3,655.00	\$ -	\$ 96.16	\$ 29.08	\$ 125.24	\$ 1,502.94
LMD	299	EASTSIDE	Weekly	0.00	0.00	16,127.50	0.00	16,127.50	\$ -	\$ 424.31	\$ 128.32	\$ 552.64	\$ 6,631.64
LMD	73	WESTSIDE	Weekly	4,608.50	0.00	35,026.50	0.00	39,635.00	\$ 121.25	\$ 921.55	\$ 315.37	\$ 1,358.16	\$ 16,297.95
LMD	178	WESTSIDE	Weekly	0.00	0.00	85,201.50	0.00	85,201.50	\$ -	\$ 2,241.65	\$ 677.93	\$ 2,919.58	\$ 35,034.94
LMD	202	WESTSIDE	Weekly	0.00	0.00	8,454.25	0.00	8,454.25	\$ -	\$ 222.43	\$ 67.27	\$ 289.70	\$ 3,476.40
LMD	273	WESTSIDE	Weekly	0.00	0.00	38,624.00	0.00	38,624.00	\$ -	\$ 1,016.20	\$ 307.32	\$ 1,323.52	\$ 15,882.23
LMD	292	WESTSIDE	Weekly	0.00	0.00	82,547.00	0.00	82,547.00	\$ -	\$ 2,171.81	\$ 656.81	\$ 2,828.62	\$ 33,943.41
LMD	292-I	WESTSIDE	Weekly	0.00	0.00	34,203.75	0.00	34,203.75	\$ -	\$ 899.90	\$ 272.15	\$ 1,172.05	\$ 14,064.62
LMD	62	WESTSIDE	Weekly	12,247.50	0.00	2,597.00	0.00	14,844.50	\$ 322.23	\$ 68.33	\$ 118.11	\$ 508.67	\$ 6,104.07
LMD	63	WESTSIDE	Weekly	0.00	0.00	42,437.75	0.00	42,437.75	\$ -	\$ 1,116.54	\$ 337.67	\$ 1,454.20	\$ 17,450.45
LMD	97	WESTSIDE	Weekly	0.00	0.00	5,473.00	0.00	5,473.00	\$ -	\$ 143.99	\$ 43.55	\$ 187.54	\$ 2,250.50
LMD	106	WESTSIDE	Weekly	0.00	0.00	8,718.75	0.00	8,718.75	\$ -	\$ 229.39	\$ 69.37	\$ 298.76	\$ 3,585.16
LMD	107	WESTSIDE	Weekly	8,745.00	0.00	10,741.00	0.00	19,486.00	\$ 230.08	\$ 282.60	\$ 155.05	\$ 667.72	\$ 8,012.66
LMD	146	WESTSIDE	Weekly	0.00	0.00	60,421.00	0.00	60,421.00	\$ -	\$ 1,589.68	\$ 480.75	\$ 2,070.43	\$ 24,845.18
LMD	150	WESTSIDE	Weekly	0.00	0.00	4,561.25	0.00	4,561.25	\$ -	\$ 120.01	\$ 36.29	\$ 156.30	\$ 1,875.59
LMD	255	WESTSIDE	Weekly	0.00	0.00	42,193.50	0.00	42,193.50	\$ -	\$ 1,110.11	\$ 335.72	\$ 1,445.83	\$ 17,350.01
LMD	24	WESTSIDE	Weekly	4,249.50	24,718.00	9,256.00	0.00	38,223.50	\$ 111.80	\$ 893.86	\$ 304.13	\$ 1,309.80	\$ 15,717.54
LMD	119	WESTSIDE	Weekly	0.00	0.00	47,034.25	0.00	47,034.25	\$ -	\$ 1,237.47	\$ 374.24	\$ 1,611.71	\$ 19,340.53

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2025-2026 (Year 3)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	157	WESTSIDE	Weekly	1,430.00	0.00	0.00	0.00	1,430.00	\$ 37.62	\$ -	\$ 11.38	\$ 49.00	\$ 588.02
LMD	237	WESTSIDE	Weekly	0.00	0.00	12,947.50	0.00	12,947.50	\$ -	\$ 340.65	\$ 103.02	\$ 443.67	\$ 5,324.02
LMD	243	WESTSIDE	Weekly	0.00	0.00	30,993.50	0.00	30,993.50	\$ -	\$ 815.44	\$ 246.61	\$ 1,062.05	\$ 12,744.56
LMD	246	WESTSIDE	Weekly	11,550.00	0.00	97,935.75	0.00	109,485.75	\$ 303.88	\$ 2,576.69	\$ 871.15	\$ 3,751.72	\$ 45,020.65
LMD	293	WESTSIDE	Weekly	0.00	0.00	24,168.75	0.00	24,168.75	\$ -	\$ 635.88	\$ 192.30	\$ 828.18	\$ 9,938.21
LMD	24-27	WESTSIDE	Weekly	4,986.00	0.00	14,551.00	0.00	19,537.00	\$ 131.18	\$ 382.84	\$ 155.45	\$ 669.47	\$ 8,033.63
LMD	24-57	WESTSIDE	Weekly	10,030.25	0.00	3,800.00	0.00	13,830.25	\$ 263.90	\$ 99.98	\$ 110.04	\$ 473.92	\$ 5,687.01
LMD	80	WESTSIDE	Weekly	11,544.50	6,667.00	0.00	0.00	18,211.50	\$ 303.74	\$ 175.41	\$ 144.90	\$ 624.05	\$ 7,488.59
LMD	24-71	WESTSIDE	Weekly	0.00	0.00	4,501.00	0.00	4,501.00	\$ -	\$ 118.42	\$ 35.81	\$ 154.23	\$ 1,850.82
LMD	24-81	WESTSIDE	Weekly	0.00	37,856.00	4,690.50	0.00	42,546.50	\$ -	\$ 1,119.40	\$ 338.53	\$ 1,457.93	\$ 17,495.16
LMD	24-95	WESTSIDE	Weekly	5,488.00	50,109.50	10,380.00	0.00	65,977.50	\$ 144.39	\$ 1,591.48	\$ 524.97	\$ 2,260.83	\$ 27,130.01
LMD	24-134	WESTSIDE	Weekly	7,096.50	0.00	5,487.50	0.00	12,584.00	\$ 186.71	\$ 144.38	\$ 100.13	\$ 431.21	\$ 5,174.55
LMD	24-225	WESTSIDE	Weekly	0.00	0.00	31,094.50	0.00	31,094.50	\$ -	\$ 818.10	\$ 247.41	\$ 1,065.51	\$ 12,786.09
LMD	256	WESTSIDE	Weekly	0.00	0.00	13,938.50	0.00	13,938.50	\$ -	\$ 366.72	\$ 110.91	\$ 477.63	\$ 5,731.53
LMD	256-01	WESTSIDE	Weekly	0.00	0.00	20,010.50	0.00	20,010.50	\$ -	\$ 526.48	\$ 159.22	\$ 685.69	\$ 8,228.34
LMD	238	WESTSIDE	Weekly	0.00	0.00	20,855.25	0.00	20,855.25	\$ -	\$ 548.70	\$ 165.94	\$ 714.64	\$ 8,575.70
LMD	239	WESTSIDE	Weekly	0.00	0.00	12,051.00	0.00	12,051.00	\$ -	\$ 317.06	\$ 95.89	\$ 412.95	\$ 4,955.38
LMD	240	WESTSIDE	Weekly	0.00	0.00	46,154.25	0.00	46,154.25	\$ -	\$ 1,214.32	\$ 367.24	\$ 1,581.56	\$ 18,978.67
LMD	248	WESTSIDE	Weekly	1,056.00	0.00	1,914.00	0.00	2,970.00	\$ 27.78	\$ 50.36	\$ 23.63	\$ 101.77	\$ 1,221.27
LMD	254	WESTSIDE	Weekly	0.00	0.00	34,996.75	0.00	34,996.75	\$ -	\$ 920.76	\$ 278.46	\$ 1,199.22	\$ 14,390.70
LMD	265	WESTSIDE	Weekly	0.00	0.00	16,342.00	0.00	16,342.00	\$ -	\$ 429.96	\$ 130.03	\$ 559.99	\$ 6,719.85
LMD	279	WESTSIDE	Weekly	0.00	0.00	6,965.00	0.00	6,965.00	\$ -	\$ 183.25	\$ 55.42	\$ 238.67	\$ 2,864.01
LMD	24-1	WESTSIDE	Weekly	0.00	0.00	54,067.00	0.00	54,067.00	\$ -	\$ 1,422.50	\$ 430.20	\$ 1,852.70	\$ 22,232.40
LMD	24-2	WESTSIDE	Weekly	0.00	0.00	42,010.50	0.00	42,010.50	\$ -	\$ 1,105.30	\$ 334.27	\$ 1,439.56	\$ 17,274.76
LMD	24-3	WESTSIDE	Weekly	0.00	0.00	53,234.75	0.00	53,234.75	\$ -	\$ 1,400.61	\$ 423.58	\$ 1,824.18	\$ 21,890.18
LMD	24-4	WESTSIDE	Weekly	0.00	0.00	10,342.50	0.00	10,342.50	\$ -	\$ 272.11	\$ 82.29	\$ 354.40	\$ 4,252.85
LMD	70	WESTSIDE	Weekly	5,656.00	0.00	7,346.00	0.00	13,002.00	\$ 148.81	\$ 193.27	\$ 103.45	\$ 445.54	\$ 5,346.44
LMD	115	WESTSIDE	Weekly	5,085.50	0.00	18,353.00	0.00	23,438.50	\$ 133.80	\$ 482.87	\$ 186.49	\$ 803.16	\$ 9,637.93
LMD	123	WESTSIDE	Weekly	6,070.00	0.00	4,485.00	0.00	10,555.00	\$ 159.70	\$ 118.00	\$ 83.98	\$ 361.69	\$ 4,340.23
LMD	126	WESTSIDE	Weekly	22,604.00	0.00	7,555.00	0.00	30,159.00	\$ 594.71	\$ 198.77	\$ 239.97	\$ 1,033.45	\$ 12,401.41
LMD	127	WESTSIDE	Weekly	7,246.50	0.00	1,325.00	0.00	8,571.50	\$ 190.66	\$ 34.86	\$ 68.20	\$ 293.72	\$ 3,524.61
LMD	129	WESTSIDE	Weekly	30,381.50	0.00	52,568.55	0.00	82,950.05	\$ 799.34	\$ 1,383.08	\$ 660.01	\$ 2,842.43	\$ 34,109.14
LMD	143	WESTSIDE	Weekly	0.00	0.00	9,113.50	0.00	9,113.50	\$ -	\$ 239.78	\$ 72.51	\$ 312.29	\$ 3,747.48
LMD	160	WESTSIDE	Weekly	5,297.50	0.00	20,510.00	0.00	25,807.50	\$ 139.38	\$ 539.62	\$ 205.34	\$ 884.34	\$ 10,612.07
LMD	244	WESTSIDE	Weekly	2,663.00	0.00	2,309.00	0.00	4,972.00	\$ 70.06	\$ 60.75	\$ 39.56	\$ 170.37	\$ 2,044.49
LMD	245	WESTSIDE	Weekly	2,460.00	0.00	92,465.50	0.00	94,925.50	\$ 64.72	\$ 2,432.77	\$ 755.30	\$ 3,252.79	\$ 39,033.46
LMD	247	WESTSIDE	Weekly	0.00	0.00	20,038.50	0.00	20,038.50	\$ -	\$ 527.21	\$ 159.44	\$ 686.65	\$ 8,239.85
LMD	24-5	WESTSIDE	Weekly	0.00	0.00	18,474.50	0.00	18,474.50	\$ -	\$ 486.06	\$ 147.00	\$ 633.06	\$ 7,596.73
LMD	24-6	WESTSIDE	Weekly	0.00	0.00	37,766.50	0.00	37,766.50	\$ -	\$ 993.64	\$ 300.50	\$ 1,294.14	\$ 15,529.62

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2025-2026 (Year 3)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	268-5	WESTSIDE	Weekly	0.00	0.00	15,270.00	0.00	15,270.00	\$ -	\$ 401.75	\$ 121.50	\$ 523.25	\$ 6,279.04
LMD	298	EASTSIDE	Weekly	0.00	0.00	44,706.00	0.00	44,706.00	\$ -	\$ 1,176.21	\$ 355.71	\$ 1,531.93	\$ 18,383.15
LMD	324	WESTSIDE	Weekly	0.00	0.00	7,868.00	0.00	7,868.00	\$ -	\$ 207.01	\$ 62.60	\$ 269.61	\$ 3,235.33
LMD	326	EASTSIDE	Weekly	0.00	0.00	2,950.00	0.00	2,950.00	\$ -	\$ 77.61	\$ 23.47	\$ 101.09	\$ 1,213.04
LMD	328	EASTSIDE	Weekly	0.00	0.00	16,036.00	0.00	16,036.00	\$ -	\$ 421.91	\$ 127.59	\$ 549.50	\$ 6,594.02
Totals	238			943,903.00	281,488.50	4,326,327.05	14,897.48	5,566,616.03	\$ 24,834.09	\$ 121,623.58	\$ 44,292.17	\$ 190,749.84	\$ 2,288,998.08

EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS

Fiscal Year 2026-2027 (Year 4)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	103	EASTSIDE	Weekly	0.00	0.00	28,798.75	0.00	28,798.75	\$ -	\$ 780.42	\$ 236.01	\$ 1,016.42	\$ 12,197.08
LMD	109	EASTSIDE	Weekly	0.00	0.00	4,427.50	208.00	4,635.50	\$ -	\$ 125.62	\$ 37.99	\$ 163.61	\$ 1,963.26
LMD	112	EASTSIDE	Weekly	0.00	0.00	6,021.50	1,392.00	7,413.50	\$ -	\$ 200.90	\$ 60.75	\$ 261.65	\$ 3,139.82
LMD	120	EASTSIDE	Weekly	0.00	0.00	25,311.50	0.00	25,311.50	\$ -	\$ 685.92	\$ 207.43	\$ 893.34	\$ 10,720.13
LMD	125	EASTSIDE	Weekly	0.00	0.00	23,937.75	448.00	24,385.75	\$ -	\$ 660.83	\$ 199.84	\$ 860.67	\$ 10,328.05
LMD	139	EASTSIDE	Weekly	16,586.50	0.00	16,222.25	0.00	32,808.75	\$ 449.48	\$ 439.61	\$ 268.87	\$ 1,157.95	\$ 13,895.42
LMD	153	EASTSIDE	Weekly	0.00	0.00	23,699.75	0.00	23,699.75	\$ -	\$ 642.24	\$ 194.22	\$ 836.46	\$ 10,037.51
LMD	159	EASTSIDE	Weekly	0.00	0.00	4,972.50	0.00	4,972.50	\$ -	\$ 134.75	\$ 40.75	\$ 175.50	\$ 2,105.99
LMD	171	EASTSIDE	Weekly	0.00	0.00	2,934.50	0.00	2,934.50	\$ -	\$ 79.52	\$ 24.05	\$ 103.57	\$ 1,242.84
LMD	204	EASTSIDE	Weekly	0.00	0.00	7,498.50	0.00	7,498.50	\$ -	\$ 203.20	\$ 61.45	\$ 264.65	\$ 3,175.82
LMD	206	EASTSIDE	Weekly	0.00	0.00	17,189.25	0.00	17,189.25	\$ -	\$ 465.81	\$ 140.87	\$ 606.68	\$ 7,280.13
LMD	234	EASTSIDE	Weekly	0.00	0.00	8,587.50	0.00	8,587.50	\$ -	\$ 232.71	\$ 70.37	\$ 303.09	\$ 3,637.05
LMD	151	EASTSIDE	Weekly	0.00	0.00	9,318.50	0.00	9,318.50	\$ -	\$ 252.52	\$ 76.37	\$ 328.89	\$ 3,946.65
LMD	14	EASTSIDE	Weekly	0.00	0.00	822.00	768.00	1,590.00	\$ -	\$ 43.09	\$ 13.03	\$ 56.12	\$ 673.41
LMD	22	EASTSIDE	Weekly	63,185.00	0.00	0.00	0.00	63,185.00	\$ 1,712.25	\$ -	\$ 517.80	\$ 2,230.05	\$ 26,760.62
LMD	51	EASTSIDE	Weekly	0.00	0.00	7,785.00	0.00	7,785.00	\$ -	\$ 210.97	\$ 63.80	\$ 274.76	\$ 3,297.17
LMD	65	EASTSIDE	Weekly	13,881.00	0.00	4,150.00	1,056.00	19,087.00	\$ 376.16	\$ 141.08	\$ 156.42	\$ 673.66	\$ 8,083.88
LMD	72	EASTSIDE	Weekly	0.00	0.00	39,410.00	0.00	39,410.00	\$ -	\$ 1,067.97	\$ 322.96	\$ 1,390.94	\$ 16,691.24
LMD	86	EASTSIDE	Weekly	0.00	0.00	1,192.50	252.00	1,444.50	\$ -	\$ 39.14	\$ 11.84	\$ 50.98	\$ 611.79
LMD	96	EASTSIDE	Weekly	0.00	0.00	4,582.00	0.00	4,582.00	\$ -	\$ 124.17	\$ 37.55	\$ 161.72	\$ 1,940.61
LMD	98	EASTSIDE	Weekly	1,218.00	0.00	22,619.00	0.00	23,837.00	\$ 33.01	\$ 612.95	\$ 195.34	\$ 841.30	\$ 10,095.64
LMD	113	EASTSIDE	Weekly	0.00	0.00	8,442.50	0.00	8,442.50	\$ -	\$ 228.78	\$ 69.19	\$ 297.97	\$ 3,575.64
LMD	114	EASTSIDE	Weekly	3,119.00	0.00	3,667.00	0.00	6,786.00	\$ 84.52	\$ 99.37	\$ 55.61	\$ 239.51	\$ 2,874.06
LMD	121	EASTSIDE	Weekly	4,100.00	0.00	6,421.00	0.00	10,521.00	\$ 111.11	\$ 174.00	\$ 86.22	\$ 371.33	\$ 4,455.94
LMD	138	EASTSIDE	Weekly	0.00	0.00	8,084.50	0.00	8,084.50	\$ -	\$ 219.08	\$ 66.25	\$ 285.33	\$ 3,424.01
LMD	163	EASTSIDE	Weekly	5,580.00	0.00	12,879.50	0.00	18,459.50	\$ 151.21	\$ 349.02	\$ 151.28	\$ 651.51	\$ 7,818.12
LMD	207	EASTSIDE	Weekly	1,469.25	0.00	18,456.50	0.00	19,925.75	\$ 39.82	\$ 500.15	\$ 163.29	\$ 703.26	\$ 8,439.11
LMD	212	EASTSIDE	Weekly	0.00	0.00	15,126.50	0.00	15,126.50	\$ -	\$ 409.91	\$ 123.96	\$ 533.87	\$ 6,406.50
LMD	262	EASTSIDE	Weekly	0.00	0.00	11,419.25	0.00	11,419.25	\$ -	\$ 309.45	\$ 93.58	\$ 403.03	\$ 4,836.37
LMD	282	EASTSIDE	Weekly	0.00	0.00	3,220.00	0.00	3,220.00	\$ -	\$ 87.26	\$ 26.39	\$ 113.65	\$ 1,363.76
LMD	283	EASTSIDE	Weekly	0.00	0.00	8,106.25	0.00	8,106.25	\$ -	\$ 219.67	\$ 66.43	\$ 286.10	\$ 3,433.22
LMD	56	EASTSIDE	Weekly	14,790.00	0.00	0.00	397.38	15,187.38	\$ 400.79	\$ 10.77	\$ 124.46	\$ 536.02	\$ 6,432.28
LMD	58	EASTSIDE	Weekly	0.00	0.00	8,220.00	0.00	8,220.00	\$ -	\$ 222.75	\$ 67.36	\$ 290.12	\$ 3,481.40
LMD	60	EASTSIDE	Weekly	5,523.00	0.00	7,861.00	0.00	13,384.00	\$ 149.67	\$ 213.03	\$ 109.68	\$ 472.37	\$ 5,668.50
LMD	76	EASTSIDE	Weekly	17,677.00	0.00	0.00	216.75	17,893.75	\$ 479.03	\$ 5.87	\$ 146.64	\$ 631.54	\$ 7,578.50
LMD	89	EASTSIDE	Weekly	10,410.00	0.00	19,973.00	0.00	30,383.00	\$ 282.10	\$ 541.25	\$ 248.99	\$ 1,072.34	\$ 12,868.05
LMD	92	EASTSIDE	Weekly	4,121.00	0.00	1,890.00	0.00	6,011.00	\$ 111.67	\$ 51.22	\$ 49.26	\$ 212.15	\$ 2,545.83
LMD	111	EASTSIDE	Weekly	0.00	0.00	16,795.50	0.00	16,795.50	\$ -	\$ 455.14	\$ 137.64	\$ 592.78	\$ 7,113.36

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2026-2027 (Year 4)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	135	EASTSIDE	Weekly	0.00	0.00	885.00	0.00	885.00	\$ -	\$ 23.98	\$ 7.25	\$ 31.24	\$ 374.82
LMD	156	EASTSIDE	Weekly	5,850.00	0.00	4,161.00	0.00	10,011.00	\$ 158.53	\$ 112.76	\$ 82.04	\$ 353.33	\$ 4,239.94
LMD	191	EASTSIDE	Weekly	0.00	0.00	7,977.00	0.00	7,977.00	\$ -	\$ 216.17	\$ 65.37	\$ 281.54	\$ 3,378.48
LMD	214	EASTSIDE	Weekly	14,506.50	0.00	16,672.50	0.00	31,179.00	\$ 393.11	\$ 451.81	\$ 255.51	\$ 1,100.43	\$ 13,205.18
LMD	235	EASTSIDE	Weekly	0.00	0.00	14,266.00	0.00	14,266.00	\$ -	\$ 386.59	\$ 116.91	\$ 503.50	\$ 6,042.05
LMD	241	EASTSIDE	Weekly	0.00	0.00	11,205.50	0.00	11,205.50	\$ -	\$ 303.66	\$ 91.83	\$ 395.49	\$ 4,745.84
LMD	301	EASTSIDE	Weekly	0.00	0.00	19,505.00	0.00	19,505.00	\$ -	\$ 528.57	\$ 159.84	\$ 688.41	\$ 8,260.91
LMD	315	EASTSIDE	Weekly	0.00	0.00	12,128.00	0.00	12,128.00	\$ -	\$ 328.66	\$ 99.39	\$ 428.05	\$ 5,136.55
LMD	141	EASTSIDE	Weekly	0.00	0.00	57,335.50	0.00	57,335.50	\$ -	\$ 1,553.73	\$ 469.86	\$ 2,023.60	\$ 24,283.19
LMD	224	EASTSIDE	Weekly	0.00	0.00	2,592.00	0.00	2,592.00	\$ -	\$ 70.24	\$ 21.24	\$ 91.48	\$ 1,097.78
LMD	276	EASTSIDE	Weekly	0.00	0.00	3,056.50	0.00	3,056.50	\$ -	\$ 82.83	\$ 25.05	\$ 107.88	\$ 1,294.51
LMD	281	EASTSIDE	Weekly	0.00	0.00	48,080.00	0.00	48,080.00	\$ -	\$ 1,302.92	\$ 394.02	\$ 1,696.94	\$ 20,363.23
LMD	287	EASTSIDE	Weekly	0.00	0.00	30,839.50	0.00	30,839.50	\$ -	\$ 835.72	\$ 252.73	\$ 1,088.45	\$ 13,061.39
LMD	295	EASTSIDE	Weekly	0.00	0.00	10,157.00	0.00	10,157.00	\$ -	\$ 275.24	\$ 83.24	\$ 358.48	\$ 4,301.77
LMD	217	EASTSIDE	Weekly	0.00	0.00	48,415.50	0.00	48,415.50	\$ -	\$ 1,312.01	\$ 396.77	\$ 1,708.78	\$ 20,505.32
LMD	267	EASTSIDE	Weekly	0.00	0.00	70,634.00	0.00	70,634.00	\$ -	\$ 1,914.11	\$ 578.85	\$ 2,492.96	\$ 29,915.48
LMD	272	EASTSIDE	Weekly	0.00	0.00	44,823.00	0.00	44,823.00	\$ -	\$ 1,214.66	\$ 367.32	\$ 1,581.98	\$ 18,983.80
LMD	278	EASTSIDE	Weekly	0.00	0.00	69,246.00	0.00	69,246.00	\$ -	\$ 1,876.50	\$ 567.47	\$ 2,443.97	\$ 29,327.62
LMD	286	EASTSIDE	Weekly	0.00	0.00	10,725.50	0.00	10,725.50	\$ -	\$ 290.65	\$ 87.90	\$ 378.55	\$ 4,542.55
LMD	304	EASTSIDE	Weekly	0.00	0.00	14,695.00	0.00	14,695.00	\$ -	\$ 398.22	\$ 120.43	\$ 518.65	\$ 6,223.74
LMD	1	EASTSIDE	Weekly	0.00	0.00	372.00	459.00	831.00	\$ -	\$ 22.52	\$ 6.81	\$ 29.33	\$ 351.95
LMD	7	EASTSIDE	Weekly	0.00	0.00	17,099.50	726.75	17,826.25	\$ -	\$ 483.07	\$ 146.09	\$ 629.16	\$ 7,549.92
LMD	11	EASTSIDE	Weekly	124,136.50	0.00	387.00	568.00	125,091.50	\$ 3,363.98	\$ 25.88	\$ 1,025.12	\$ 4,414.98	\$ 52,979.75
LMD	12	EASTSIDE	Weekly	40,257.50	0.00	17,036.00	0.00	57,293.50	\$ 1,090.94	\$ 461.66	\$ 469.52	\$ 2,022.12	\$ 24,265.40
LMD	23	EASTSIDE	Weekly	15,354.50	0.00	7,280.00	0.00	22,634.50	\$ 416.09	\$ 197.28	\$ 185.49	\$ 798.86	\$ 9,586.34
LMD	25	EASTSIDE	Weekly	0.00	0.00	2,000.00	0.00	2,000.00	\$ -	\$ 54.20	\$ 16.39	\$ 70.59	\$ 847.06
LMD	33	EASTSIDE	Weekly	22,447.50	6,825.00	884.50	0.00	30,157.00	\$ 608.30	\$ 208.92	\$ 247.14	\$ 1,064.36	\$ 12,772.33
LMD	49	EASTSIDE	Weekly	7,546.00	0.00	4,087.00	0.00	11,633.00	\$ 204.49	\$ 110.75	\$ 95.33	\$ 410.58	\$ 4,926.90
LMD	52	EASTSIDE	Weekly	6,997.00	2,010.00	16,069.00	0.00	25,076.00	\$ 189.61	\$ 489.92	\$ 205.50	\$ 885.03	\$ 10,620.39
LMD	67	EASTSIDE	Weekly	1,683.00	0.00	5,282.00	0.00	6,965.00	\$ 45.61	\$ 143.14	\$ 57.08	\$ 245.82	\$ 2,949.87
LMD	128	EASTSIDE	Weekly	34,457.00	0.00	15,627.00	0.00	50,084.00	\$ 933.75	\$ 423.48	\$ 410.44	\$ 1,767.66	\$ 21,211.98
LMD	137	EASTSIDE	Weekly	4,772.50	0.00	9,475.50	0.00	14,248.00	\$ 129.33	\$ 256.78	\$ 116.76	\$ 502.87	\$ 6,034.43
LMD	296	EASTSIDE	Weekly	0.00	0.00	16,751.00	0.00	16,751.00	\$ -	\$ 453.94	\$ 137.27	\$ 591.21	\$ 7,094.52
LMD	314	EASTSIDE	Weekly	0.00	0.00	18,320.00	0.00	18,320.00	\$ -	\$ 496.45	\$ 150.13	\$ 646.59	\$ 7,759.03
LMD	9	EASTSIDE	Weekly	0.00	0.00	37,507.50	0.00	37,507.50	\$ -	\$ 1,016.42	\$ 307.37	\$ 1,323.79	\$ 15,885.48
LMD	13	EASTSIDE	Weekly	0.00	0.00	0.00	640.00	640.00	\$ -	\$ 17.34	\$ 5.24	\$ 22.59	\$ 271.06
LMD	15	EASTSIDE	Weekly	4,674.00	0.00	0.00	96.00	4,770.00	\$ 126.66	\$ 2.60	\$ 39.09	\$ 168.35	\$ 2,020.23
LMD	19	EASTSIDE	Weekly	17,695.50	0.00	4,850.00	86.80	22,632.30	\$ 479.53	\$ 133.78	\$ 185.47	\$ 798.78	\$ 9,585.41
LMD	21	EASTSIDE	Weekly	9,787.50	0.00	0.00	0.00	9,787.50	\$ 265.23	\$ -	\$ 80.21	\$ 345.44	\$ 4,145.28

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2026-2027 (Year 4)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	26	EASTSIDE	Weekly	706.00	0.00	5,696.00	16.00	6,418.00	\$ 19.13	\$ 154.79	\$ 52.60	\$ 226.52	\$ 2,718.20
LMD	30	EASTSIDE	Weekly	11,630.50	0.00	4,833.00	0.00	16,463.50	\$ 315.17	\$ 130.97	\$ 134.92	\$ 581.06	\$ 6,972.75
LMD	35	EASTSIDE	Weekly	0.00	0.00	968.50	0.00	968.50	\$ -	\$ 26.25	\$ 7.94	\$ 34.18	\$ 410.19
LMD	36	EASTSIDE	Weekly	14,253.00	0.00	1,914.00	0.00	16,167.00	\$ 386.24	\$ 51.87	\$ 132.49	\$ 570.60	\$ 6,847.18
LMD	37	EASTSIDE	Weekly	0.00	0.00	6,569.00	1,393.80	7,962.80	\$ -	\$ 215.78	\$ 65.26	\$ 281.04	\$ 3,372.47
LMD	42	EASTSIDE	Weekly	0.00	0.00	11,266.75	128.00	11,394.75	\$ -	\$ 308.79	\$ 93.38	\$ 402.17	\$ 4,826.00
LMD	43	EASTSIDE	Weekly	377.00	0.00	30,451.50	0.00	30,828.50	\$ 10.22	\$ 825.21	\$ 252.64	\$ 1,088.06	\$ 13,056.73
LMD	46	EASTSIDE	Weekly	9,246.00	0.00	1,416.50	0.00	10,662.50	\$ 250.56	\$ 38.39	\$ 87.38	\$ 376.32	\$ 4,515.87
LMD	77	EASTSIDE	Weekly	8,840.00	0.00	607.00	0.00	9,447.00	\$ 239.56	\$ 16.45	\$ 77.42	\$ 333.42	\$ 4,001.07
LMD	82	EASTSIDE	Weekly	2,914.00	0.00	1,340.00	0.00	4,254.00	\$ 78.97	\$ 36.31	\$ 34.86	\$ 150.14	\$ 1,801.69
LMD	197	EASTSIDE	Weekly	0.00	0.00	7,885.50	0.00	7,885.50	\$ -	\$ 213.69	\$ 64.62	\$ 278.31	\$ 3,339.73
LMD	2	EASTSIDE	Weekly	0.00	0.00	39,926.00	286.00	40,212.00	\$ -	\$ 1,089.70	\$ 329.54	\$ 1,419.24	\$ 17,030.91
LMD	16	EASTSIDE	Weekly	0.00	0.00	13,501.00	180.00	13,681.00	\$ -	\$ 370.74	\$ 112.12	\$ 482.86	\$ 5,794.29
LMD	17	EASTSIDE	Weekly	0.00	98,427.00	8,140.00	160.00	106,727.00	\$ -	\$ 2,892.19	\$ 874.63	\$ 3,766.82	\$ 45,201.87
LMD	64	EASTSIDE	Weekly	0.00	0.00	28,182.00	464.00	28,646.00	\$ -	\$ 776.28	\$ 234.75	\$ 1,011.03	\$ 12,132.38
LMD	68	EASTSIDE	Weekly	5,434.00	0.00	8,037.00	0.00	13,471.00	\$ 147.26	\$ 217.79	\$ 110.39	\$ 475.45	\$ 5,705.35
LMD	93	EASTSIDE	Weekly	0.00	0.00	867.00	0.00	867.00	\$ -	\$ 23.49	\$ 7.11	\$ 30.60	\$ 367.20
LMD	105	EASTSIDE	Weekly	3,740.00	0.00	6,020.00	0.00	9,760.00	\$ 101.35	\$ 163.14	\$ 79.98	\$ 344.47	\$ 4,133.63
LMD	148	WESTSIDE	Weekly	0.00	0.00	744.00	256.00	1,000.00	\$ -	\$ 27.10	\$ 8.20	\$ 35.29	\$ 423.53
LMD	168	EASTSIDE	Weekly	0.00	0.00	6,058.50	0.00	6,058.50	\$ -	\$ 164.18	\$ 49.65	\$ 213.83	\$ 2,565.94
LMD	188	EASTSIDE	Weekly	0.00	0.00	6,807.50	0.00	6,807.50	\$ -	\$ 184.48	\$ 55.79	\$ 240.26	\$ 2,883.17
LMD	189	EASTSIDE	Weekly	0.00	0.00	17,061.00	0.00	17,061.00	\$ -	\$ 462.34	\$ 139.81	\$ 602.15	\$ 7,225.81
LMD	190	EASTSIDE	Weekly	0.00	0.00	9,053.50	0.00	9,053.50	\$ -	\$ 245.34	\$ 74.19	\$ 319.53	\$ 3,834.41
LMD	203	EASTSIDE	Weekly	0.00	0.00	13,220.00	0.00	13,220.00	\$ -	\$ 358.25	\$ 108.34	\$ 466.59	\$ 5,599.04
LMD	213	EASTSIDE	Weekly	0.00	0.00	34,694.00	0.00	34,694.00	\$ -	\$ 940.17	\$ 284.32	\$ 1,224.49	\$ 14,693.88
LMD	222	EASTSIDE	Weekly	2,714.50	0.00	8,123.50	0.00	10,838.00	\$ 73.56	\$ 220.14	\$ 88.82	\$ 382.52	\$ 4,590.20
LMD	263	EASTSIDE	Weekly	0.00	0.00	15,296.50	0.00	15,296.50	\$ -	\$ 414.52	\$ 125.35	\$ 539.87	\$ 6,478.50
LMD	87	EASTSIDE	Weekly	0.00	0.00	62,590.00	0.00	62,590.00	\$ -	\$ 1,696.13	\$ 512.93	\$ 2,209.05	\$ 26,508.62
LMD	122	EASTSIDE	Weekly	0.00	0.00	61,466.00	0.00	61,466.00	\$ -	\$ 1,665.67	\$ 503.71	\$ 2,169.38	\$ 26,032.57
LMD	145	EASTSIDE	Weekly	0.00	0.00	65,815.50	0.00	65,815.50	\$ -	\$ 1,783.53	\$ 539.36	\$ 2,322.89	\$ 27,874.71
LMD	180	EASTSIDE	Weekly	0.00	0.00	10,241.75	0.00	10,241.75	\$ -	\$ 277.54	\$ 83.93	\$ 361.47	\$ 4,337.67
LMD	182	EASTSIDE	Weekly	0.00	0.00	12,231.50	0.00	12,231.50	\$ -	\$ 331.46	\$ 100.24	\$ 431.70	\$ 5,180.38
LMD	220	EASTSIDE	Weekly	0.00	0.00	8,013.50	0.00	8,013.50	\$ -	\$ 217.16	\$ 65.67	\$ 282.83	\$ 3,393.94
LMD	221	EASTSIDE	Weekly	0.00	0.00	3,522.00	0.00	3,522.00	\$ -	\$ 95.44	\$ 28.86	\$ 124.31	\$ 1,491.67
LMD	257	EASTSIDE	Weekly	0.00	0.00	24,560.50	0.00	24,560.50	\$ -	\$ 665.56	\$ 201.27	\$ 866.84	\$ 10,402.06
LMD	274	EASTSIDE	Weekly	0.00	0.00	40,451.50	0.00	40,451.50	\$ -	\$ 1,096.20	\$ 331.50	\$ 1,427.70	\$ 17,132.34
LMD	6	EASTSIDE	Weekly	0.00	0.00	4,224.00	0.00	4,224.00	\$ -	\$ 114.47	\$ 34.62	\$ 149.08	\$ 1,788.98
LMD	10	EASTSIDE	Weekly	0.00	0.00	1,100.00	1,104.00	2,204.00	\$ -	\$ 59.73	\$ 18.06	\$ 77.79	\$ 933.46
LMD	29	EASTSIDE	Weekly	0.00	0.00	4,761.00	0.00	4,761.00	\$ -	\$ 129.02	\$ 39.02	\$ 168.03	\$ 2,016.42

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2026-2027 (Year 4)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	31	EASTSIDE	Weekly	0.00	0.00	4,473.50	374.00	4,847.50	\$ -	\$ 131.36	\$ 39.73	\$ 171.09	\$ 2,053.05
LMD	39	EASTSIDE	Weekly	1,903.50	0.00	859.50	494.00	3,257.00	\$ 51.58	\$ 36.68	\$ 26.69	\$ 114.95	\$ 1,379.43
LMD	59	EASTSIDE	Weekly	9,702.00	0.00	3,444.00	0.00	13,146.00	\$ 262.91	\$ 93.33	\$ 107.73	\$ 463.97	\$ 5,567.70
LMD	66	EASTSIDE	Weekly	30,101.50	0.00	97,311.00	0.00	127,412.50	\$ 815.72	\$ 2,637.03	\$ 1,044.15	\$ 4,496.90	\$ 53,962.76
LMD	69	EASTSIDE	Weekly	5,694.75	0.00	747.50	0.00	6,442.25	\$ 154.32	\$ 20.26	\$ 52.79	\$ 227.37	\$ 2,728.47
LMD	75	EASTSIDE	Weekly	6,440.00	0.00	17,494.50	0.00	23,934.50	\$ 174.52	\$ 474.08	\$ 196.14	\$ 844.74	\$ 10,136.93
LMD	83	EASTSIDE	Weekly	0.00	0.00	1,802.00	0.00	1,802.00	\$ -	\$ 48.83	\$ 14.77	\$ 63.60	\$ 763.20
LMD	94	EASTSIDE	Weekly	10,259.00	0.00	1,560.00	0.00	11,819.00	\$ 278.01	\$ 42.27	\$ 96.86	\$ 417.14	\$ 5,005.68
LMD	133	EASTSIDE	Weekly	0.00	0.00	34,877.00	0.00	34,877.00	\$ -	\$ 945.13	\$ 285.82	\$ 1,230.95	\$ 14,771.39
LMD	84	EASTSIDE	Weekly	6,656.00	0.00	7,282.50	208.00	14,146.50	\$ 180.37	\$ 202.99	\$ 115.93	\$ 499.29	\$ 5,991.44
LMD	136	EASTSIDE	Weekly	0.00	0.00	6,732.00	0.00	6,732.00	\$ -	\$ 182.43	\$ 55.17	\$ 237.60	\$ 2,851.19
LMD	144	EASTSIDE	Weekly	0.00	0.00	8,793.50	0.00	8,793.50	\$ -	\$ 238.30	\$ 72.06	\$ 310.36	\$ 3,724.29
LMD	183	EASTSIDE	Weekly	0.00	0.00	11,403.00	0.00	11,403.00	\$ -	\$ 309.01	\$ 93.45	\$ 402.46	\$ 4,829.49
LMD	201	EASTSIDE	Weekly	0.00	0.00	7,900.00	0.00	7,900.00	\$ -	\$ 214.08	\$ 64.74	\$ 278.82	\$ 3,345.87
LMD	264	EASTSIDE	Weekly	0.00	0.00	20,872.00	0.00	20,872.00	\$ -	\$ 565.61	\$ 171.05	\$ 736.66	\$ 8,839.88
LMD	85	WESTSIDE	Weekly	0.00	0.00	60,997.25	0.00	60,997.25	\$ -	\$ 1,652.96	\$ 499.87	\$ 2,152.84	\$ 25,834.04
LMD	88	WESTSIDE	Weekly	11,441.50	0.00	6,281.00	0.00	17,722.50	\$ 310.05	\$ 170.21	\$ 145.24	\$ 625.50	\$ 7,505.97
LMD	99	WESTSIDE	Weekly	13,870.50	0.00	2,451.00	0.00	16,321.50	\$ 375.88	\$ 66.42	\$ 133.75	\$ 576.05	\$ 6,912.61
LMD	165	WESTSIDE	Weekly	946.00	0.00	4,902.00	0.00	5,848.00	\$ 25.64	\$ 132.84	\$ 47.92	\$ 206.40	\$ 2,476.79
LMD	176	WESTSIDE	Weekly	0.00	0.00	8,615.50	0.00	8,615.50	\$ -	\$ 233.47	\$ 70.60	\$ 304.08	\$ 3,648.91
LMD	177	WESTSIDE	Weekly	686.00	0.00	19,160.50	0.00	19,846.50	\$ 18.59	\$ 519.23	\$ 162.64	\$ 700.46	\$ 8,405.55
LMD	252	WESTSIDE	Weekly	0.00	0.00	24,579.00	0.00	24,579.00	\$ -	\$ 666.07	\$ 201.42	\$ 867.49	\$ 10,409.89
LMD	253	WESTSIDE	Weekly	0.00	0.00	17,717.50	0.00	17,717.50	\$ -	\$ 480.13	\$ 145.19	\$ 625.32	\$ 7,503.86
LMD	266	WESTSIDE	Weekly	0.00	0.00	24,844.00	0.00	24,844.00	\$ -	\$ 673.25	\$ 203.60	\$ 876.84	\$ 10,522.13
LMD	28	WESTSIDE	Weekly	0.00	0.00	2,108.00	0.00	2,108.00	\$ -	\$ 57.12	\$ 17.28	\$ 74.40	\$ 892.80
LMD	41	WESTSIDE	Weekly	5,770.00	0.00	42,923.00	0.00	48,693.00	\$ 156.36	\$ 1,163.17	\$ 399.04	\$ 1,718.57	\$ 20,622.85
LMD	110	WESTSIDE	Weekly	0.00	0.00	8,804.00	0.00	8,804.00	\$ -	\$ 238.58	\$ 72.15	\$ 310.73	\$ 3,728.74
LMD	131	WESTSIDE	Weekly	6,715.00	0.00	1,860.00	0.00	8,575.00	\$ 181.97	\$ 50.40	\$ 70.27	\$ 302.65	\$ 3,631.75
LMD	175	WESTSIDE	Weekly	0.00	0.00	9,805.50	0.00	9,805.50	\$ -	\$ 265.72	\$ 80.36	\$ 346.08	\$ 4,152.90
LMD	179	WESTSIDE	Weekly	9,322.00	0.00	89,372.00	0.00	98,694.00	\$ 252.62	\$ 2,421.89	\$ 808.80	\$ 3,483.31	\$ 41,799.67
LMD	236	WESTSIDE	Weekly	0.00	0.00	9,611.50	0.00	9,611.50	\$ -	\$ 260.46	\$ 78.77	\$ 339.23	\$ 4,070.74
LMD	242	WESTSIDE	Weekly	0.00	0.00	3,792.00	0.00	3,792.00	\$ -	\$ 102.76	\$ 31.08	\$ 133.83	\$ 1,606.02
LMD	259	WESTSIDE	Weekly	0.00	0.00	11,182.00	0.00	11,182.00	\$ -	\$ 303.02	\$ 91.64	\$ 394.66	\$ 4,735.89
LMD	268	WESTSIDE	Weekly	1,925.00	0.00	50,466.00	0.00	52,391.00	\$ 52.17	\$ 1,367.58	\$ 429.34	\$ 1,849.09	\$ 22,189.06
LMD	20	WESTSIDE	Weekly	10,638.00	0.00	17,118.50	0.00	27,756.50	\$ 288.28	\$ 463.89	\$ 227.46	\$ 979.64	\$ 11,755.65
LMD	61	WESTSIDE	Weekly	46,419.00	0.00	140.00	0.00	46,559.00	\$ 1,257.91	\$ 3.79	\$ 381.55	\$ 1,643.25	\$ 19,719.04
LMD	152	WESTSIDE	Weekly	541.50	0.00	128,607.00	0.00	129,148.50	\$ 14.67	\$ 3,485.12	\$ 1,058.37	\$ 4,558.17	\$ 54,698.01
LMD	154	WESTSIDE	Weekly	3,060.00	0.00	20,425.50	0.00	23,485.50	\$ 82.92	\$ 553.51	\$ 192.46	\$ 828.90	\$ 9,946.77
LMD	167	WESTSIDE	Weekly	2,450.00	0.00	800.00	0.00	3,250.00	\$ 66.39	\$ 21.68	\$ 26.63	\$ 114.71	\$ 1,376.47

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2026-2027 (Year 4)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	192	WESTSIDE	Weekly	0.00	0.00	13,439.50	0.00	13,439.50	\$ -	\$ 364.20	\$ 110.14	\$ 474.33	\$ 5,692.00
LMD	195	WESTSIDE	Weekly	0.00	0.00	42,823.50	0.00	42,823.50	\$ -	\$ 1,160.47	\$ 350.94	\$ 1,511.41	\$ 18,136.95
LMD	216	WESTSIDE	Weekly	2,835.00	0.00	28,178.50	1,200.00	32,213.50	\$ 76.83	\$ 796.13	\$ 263.99	\$ 1,136.94	\$ 13,643.32
LMD	233	WESTSIDE	Weekly	0.00	0.00	12,696.00	0.00	12,696.00	\$ -	\$ 344.05	\$ 104.04	\$ 448.09	\$ 5,377.11
LMD	260	WESTSIDE	Weekly	8,395.00	0.00	37,480.50	0.00	45,875.50	\$ 227.50	\$ 1,015.68	\$ 375.95	\$ 1,619.13	\$ 19,429.56
LMD	261	WESTSIDE	Weekly	0.00	0.00	6,409.00	0.00	6,409.00	\$ -	\$ 173.68	\$ 52.52	\$ 226.20	\$ 2,714.39
LMD	40	WESTSIDE	Weekly	0.00	0.00	39,064.50	0.00	39,064.50	\$ -	\$ 1,058.61	\$ 320.13	\$ 1,378.74	\$ 16,544.91
LMD	44	WESTSIDE	Weekly	7,453.25	0.00	17,316.50	0.00	24,769.75	\$ 201.98	\$ 469.26	\$ 202.99	\$ 874.22	\$ 10,490.68
LMD	100	WESTSIDE	Weekly	1,744.00	0.00	4,167.50	0.00	5,911.50	\$ 47.26	\$ 112.94	\$ 48.44	\$ 208.64	\$ 2,503.69
LMD	116	WESTSIDE	Weekly	2,787.50	0.00	1,275.00	0.00	4,062.50	\$ 75.54	\$ 34.55	\$ 33.29	\$ 143.38	\$ 1,720.58
LMD	184	WESTSIDE	Weekly	0.00	0.00	24,873.00	0.00	24,873.00	\$ -	\$ 674.03	\$ 203.83	\$ 877.87	\$ 10,534.41
LMD	193	WESTSIDE	Weekly	1,894.50	0.00	42,588.00	0.00	44,482.50	\$ 51.34	\$ 1,154.09	\$ 364.53	\$ 1,569.97	\$ 18,839.58
LMD	199	WESTSIDE	Weekly	1,071.00	0.00	0.00	0.00	1,071.00	\$ 29.02	\$ -	\$ 8.78	\$ 37.80	\$ 453.60
LMD	219	WESTSIDE	Weekly	0.00	0.00	15,585.50	0.00	15,585.50	\$ -	\$ 422.35	\$ 127.72	\$ 550.07	\$ 6,600.90
LMD	271	WESTSIDE	Weekly	0.00	0.00	12,128.50	0.00	12,128.50	\$ -	\$ 328.67	\$ 99.39	\$ 428.06	\$ 5,136.76
LMD	5	WESTSIDE	Weekly	9,077.50	0.00	28,337.00	367.00	37,781.50	\$ 245.99	\$ 777.85	\$ 309.62	\$ 1,333.46	\$ 16,001.52
LMD	32	EASTSIDE	Weekly	0.00	4,686.00	5,438.00	0.00	10,124.00	\$ -	\$ 274.35	\$ 82.97	\$ 357.32	\$ 4,287.80
LMD	4	EASTSIDE	Weekly	12,965.00	50,190.00	0.00	0.00	63,155.00	\$ 351.34	\$ 1,360.10	\$ 517.56	\$ 2,228.99	\$ 26,747.91
LMD	48	EASTSIDE	Weekly	0.00	0.00	13,962.00	0.00	13,962.00	\$ -	\$ 378.36	\$ 114.42	\$ 492.77	\$ 5,913.30
LMD	78	EASTSIDE	Weekly	8,489.00	0.00	24,929.00	0.00	33,418.00	\$ 230.04	\$ 675.55	\$ 273.86	\$ 1,179.45	\$ 14,153.46
LMD	102	WESTSIDE	Weekly	474.50	0.00	5,549.00	952.00	6,975.50	\$ 12.86	\$ 176.17	\$ 57.16	\$ 246.19	\$ 2,954.32
LMD	289	EASTSIDE	Weekly	0.00	0.00	3,655.00	0.00	3,655.00	\$ -	\$ 99.05	\$ 29.95	\$ 129.00	\$ 1,547.99
LMD	299	EASTSIDE	Weekly	0.00	0.00	16,127.50	0.00	16,127.50	\$ -	\$ 437.04	\$ 132.16	\$ 569.20	\$ 6,830.45
LMD	73	WESTSIDE	Weekly	4,608.50	0.00	35,026.50	0.00	39,635.00	\$ 124.89	\$ 949.18	\$ 324.81	\$ 1,398.88	\$ 16,786.53
LMD	178	WESTSIDE	Weekly	0.00	0.00	85,201.50	0.00	85,201.50	\$ -	\$ 2,308.88	\$ 698.23	\$ 3,007.10	\$ 36,085.22
LMD	202	WESTSIDE	Weekly	0.00	0.00	8,454.25	0.00	8,454.25	\$ -	\$ 229.10	\$ 69.28	\$ 298.38	\$ 3,580.61
LMD	273	WESTSIDE	Weekly	0.00	0.00	38,624.00	0.00	38,624.00	\$ -	\$ 1,046.67	\$ 316.52	\$ 1,363.20	\$ 16,358.35
LMD	292	WESTSIDE	Weekly	0.00	0.00	82,547.00	0.00	82,547.00	\$ -	\$ 2,236.94	\$ 676.47	\$ 2,913.41	\$ 34,960.97
LMD	292-I	WESTSIDE	Weekly	0.00	0.00	34,203.75	0.00	34,203.75	\$ -	\$ 926.89	\$ 280.30	\$ 1,207.19	\$ 14,486.25
LMD	62	WESTSIDE	Weekly	12,247.50	0.00	2,597.00	0.00	14,844.50	\$ 331.90	\$ 70.38	\$ 121.65	\$ 523.92	\$ 6,287.06
LMD	63	WESTSIDE	Weekly	0.00	0.00	42,437.75	0.00	42,437.75	\$ -	\$ 1,150.02	\$ 347.78	\$ 1,497.80	\$ 17,973.58
LMD	97	WESTSIDE	Weekly	0.00	0.00	5,473.00	0.00	5,473.00	\$ -	\$ 148.31	\$ 44.85	\$ 193.16	\$ 2,317.97
LMD	106	WESTSIDE	Weekly	0.00	0.00	8,718.75	0.00	8,718.75	\$ -	\$ 236.27	\$ 71.45	\$ 307.72	\$ 3,692.63
LMD	107	WESTSIDE	Weekly	8,745.00	0.00	10,741.00	0.00	19,486.00	\$ 236.98	\$ 291.07	\$ 159.69	\$ 687.74	\$ 8,252.87
LMD	146	WESTSIDE	Weekly	0.00	0.00	60,421.00	0.00	60,421.00	\$ -	\$ 1,637.35	\$ 495.15	\$ 2,132.50	\$ 25,589.99
LMD	150	WESTSIDE	Weekly	0.00	0.00	4,561.25	0.00	4,561.25	\$ -	\$ 123.61	\$ 37.38	\$ 160.98	\$ 1,931.82
LMD	255	WESTSIDE	Weekly	0.00	0.00	42,193.50	0.00	42,193.50	\$ -	\$ 1,143.40	\$ 345.78	\$ 1,489.18	\$ 17,870.13
LMD	24	WESTSIDE	Weekly	4,249.50	24,718.00	9,256.00	0.00	38,223.50	\$ 115.16	\$ 920.66	\$ 313.24	\$ 1,349.06	\$ 16,188.72
LMD	119	WESTSIDE	Weekly	0.00	0.00	47,034.25	0.00	47,034.25	\$ -	\$ 1,274.58	\$ 385.45	\$ 1,660.03	\$ 19,920.32

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2026-2027 (Year 4)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	157	WESTSIDE	Weekly	1,430.00	0.00	0.00	0.00	1,430.00	\$ 38.75	\$ -	\$ 11.72	\$ 50.47	\$ 605.65
LMD	237	WESTSIDE	Weekly	0.00	0.00	12,947.50	0.00	12,947.50	\$ -	\$ 350.86	\$ 106.10	\$ 456.97	\$ 5,483.63
LMD	243	WESTSIDE	Weekly	0.00	0.00	30,993.50	0.00	30,993.50	\$ -	\$ 839.89	\$ 253.99	\$ 1,093.88	\$ 13,126.62
LMD	246	WESTSIDE	Weekly	11,550.00	0.00	97,935.75	0.00	109,485.75	\$ 312.99	\$ 2,653.96	\$ 897.24	\$ 3,864.19	\$ 46,370.28
LMD	293	WESTSIDE	Weekly	0.00	0.00	24,168.75	0.00	24,168.75	\$ -	\$ 654.95	\$ 198.06	\$ 853.01	\$ 10,236.14
LMD	24-27	WESTSIDE	Weekly	4,986.00	0.00	14,551.00	0.00	19,537.00	\$ 135.12	\$ 394.32	\$ 160.11	\$ 689.54	\$ 8,274.47
LMD	24-57	WESTSIDE	Weekly	10,030.25	0.00	3,800.00	0.00	13,830.25	\$ 271.81	\$ 102.98	\$ 113.34	\$ 488.12	\$ 5,857.50
LMD	80	WESTSIDE	Weekly	11,544.50	6,667.00	0.00	0.00	18,211.50	\$ 312.84	\$ 180.67	\$ 149.24	\$ 642.76	\$ 7,713.08
LMD	24-71	WESTSIDE	Weekly	0.00	0.00	4,501.00	0.00	4,501.00	\$ -	\$ 121.97	\$ 36.89	\$ 158.86	\$ 1,906.30
LMD	24-81	WESTSIDE	Weekly	0.00	37,856.00	4,690.50	0.00	42,546.50	\$ -	\$ 1,152.97	\$ 348.67	\$ 1,501.64	\$ 18,019.63
LMD	24-95	WESTSIDE	Weekly	5,488.00	50,109.50	10,380.00	0.00	65,977.50	\$ 148.72	\$ 1,639.20	\$ 540.69	\$ 2,328.61	\$ 27,943.32
LMD	24-134	WESTSIDE	Weekly	7,096.50	0.00	5,487.50	0.00	12,584.00	\$ 192.31	\$ 148.71	\$ 103.13	\$ 444.14	\$ 5,329.68
LMD	24-225	WESTSIDE	Weekly	0.00	0.00	31,094.50	0.00	31,094.50	\$ -	\$ 842.63	\$ 254.82	\$ 1,097.45	\$ 13,169.39
LMD	256	WESTSIDE	Weekly	0.00	0.00	13,938.50	0.00	13,938.50	\$ -	\$ 377.72	\$ 114.23	\$ 491.95	\$ 5,903.35
LMD	256-01	WESTSIDE	Weekly	0.00	0.00	20,010.50	0.00	20,010.50	\$ -	\$ 542.26	\$ 163.99	\$ 706.25	\$ 8,475.01
LMD	238	WESTSIDE	Weekly	0.00	0.00	20,855.25	0.00	20,855.25	\$ -	\$ 565.16	\$ 170.91	\$ 736.07	\$ 8,832.78
LMD	239	WESTSIDE	Weekly	0.00	0.00	12,051.00	0.00	12,051.00	\$ -	\$ 326.57	\$ 98.76	\$ 425.33	\$ 5,103.94
LMD	240	WESTSIDE	Weekly	0.00	0.00	46,154.25	0.00	46,154.25	\$ -	\$ 1,250.73	\$ 378.23	\$ 1,628.97	\$ 19,547.62
LMD	248	WESTSIDE	Weekly	1,056.00	0.00	1,914.00	0.00	2,970.00	\$ 28.62	\$ 51.87	\$ 24.34	\$ 104.82	\$ 1,257.88
LMD	254	WESTSIDE	Weekly	0.00	0.00	34,996.75	0.00	34,996.75	\$ -	\$ 948.38	\$ 286.80	\$ 1,235.18	\$ 14,822.10
LMD	265	WESTSIDE	Weekly	0.00	0.00	16,342.00	0.00	16,342.00	\$ -	\$ 442.85	\$ 133.92	\$ 576.77	\$ 6,921.29
LMD	279	WESTSIDE	Weekly	0.00	0.00	6,965.00	0.00	6,965.00	\$ -	\$ 188.74	\$ 57.08	\$ 245.82	\$ 2,949.87
LMD	24-1	WESTSIDE	Weekly	0.00	0.00	54,067.00	0.00	54,067.00	\$ -	\$ 1,465.16	\$ 443.08	\$ 1,908.24	\$ 22,898.89
LMD	24-2	WESTSIDE	Weekly	0.00	0.00	42,010.50	0.00	42,010.50	\$ -	\$ 1,138.44	\$ 344.28	\$ 1,482.72	\$ 17,792.62
LMD	24-3	WESTSIDE	Weekly	0.00	0.00	53,234.75	0.00	53,234.75	\$ -	\$ 1,442.61	\$ 436.26	\$ 1,878.87	\$ 22,546.41
LMD	24-4	WESTSIDE	Weekly	0.00	0.00	10,342.50	0.00	10,342.50	\$ -	\$ 280.27	\$ 84.76	\$ 365.03	\$ 4,380.34
LMD	70	WESTSIDE	Weekly	5,656.00	0.00	7,346.00	0.00	13,002.00	\$ 153.27	\$ 199.07	\$ 106.55	\$ 458.89	\$ 5,506.71
LMD	115	WESTSIDE	Weekly	5,085.50	0.00	18,353.00	0.00	23,438.50	\$ 137.81	\$ 497.35	\$ 192.08	\$ 827.24	\$ 9,926.86
LMD	123	WESTSIDE	Weekly	6,070.00	0.00	4,485.00	0.00	10,555.00	\$ 164.49	\$ 121.54	\$ 86.50	\$ 372.53	\$ 4,470.34
LMD	126	WESTSIDE	Weekly	22,604.00	0.00	7,555.00	0.00	30,159.00	\$ 612.55	\$ 204.73	\$ 247.15	\$ 1,064.43	\$ 12,773.18
LMD	127	WESTSIDE	Weekly	7,246.50	0.00	1,325.00	0.00	8,571.50	\$ 196.37	\$ 35.91	\$ 70.24	\$ 302.52	\$ 3,630.27
LMD	129	WESTSIDE	Weekly	30,381.50	0.00	52,568.55	0.00	82,950.05	\$ 823.31	\$ 1,424.56	\$ 679.78	\$ 2,927.64	\$ 35,131.67
LMD	143	WESTSIDE	Weekly	0.00	0.00	9,113.50	0.00	9,113.50	\$ -	\$ 246.97	\$ 74.69	\$ 321.65	\$ 3,859.82
LMD	160	WESTSIDE	Weekly	5,297.50	0.00	20,510.00	0.00	25,807.50	\$ 143.56	\$ 555.80	\$ 211.49	\$ 910.85	\$ 10,930.20
LMD	244	WESTSIDE	Weekly	2,663.00	0.00	2,309.00	0.00	4,972.00	\$ 72.16	\$ 62.57	\$ 40.75	\$ 175.48	\$ 2,105.78
LMD	245	WESTSIDE	Weekly	2,460.00	0.00	92,465.50	0.00	94,925.50	\$ 66.66	\$ 2,505.72	\$ 777.91	\$ 3,350.30	\$ 40,203.61
LMD	247	WESTSIDE	Weekly	0.00	0.00	20,038.50	0.00	20,038.50	\$ -	\$ 543.02	\$ 164.22	\$ 707.24	\$ 8,486.87
LMD	24-5	WESTSIDE	Weekly	0.00	0.00	18,474.50	0.00	18,474.50	\$ -	\$ 500.64	\$ 151.40	\$ 652.04	\$ 7,824.47
LMD	24-6	WESTSIDE	Weekly	0.00	0.00	37,766.50	0.00	37,766.50	\$ -	\$ 1,023.43	\$ 309.50	\$ 1,332.93	\$ 15,995.17

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2026-2027 (Year 4)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	268-5	WESTSIDE	Weekly	0.00	0.00	15,270.00	0.00	15,270.00	\$ -	\$ 413.80	\$ 125.14	\$ 538.94	\$ 6,467.27
LMD	298	EASTSIDE	Weekly	0.00	0.00	44,706.00	0.00	44,706.00	\$ -	\$ 1,211.49	\$ 366.37	\$ 1,577.85	\$ 18,934.24
LMD	324	WESTSIDE	Weekly	0.00	0.00	7,868.00	0.00	7,868.00	\$ -	\$ 213.21	\$ 64.48	\$ 277.69	\$ 3,332.32
LMD	326	EASTSIDE	Weekly	0.00	0.00	2,950.00	0.00	2,950.00	\$ -	\$ 79.94	\$ 24.18	\$ 104.12	\$ 1,249.41
LMD	328	EASTSIDE	Weekly	0.00	0.00	16,036.00	0.00	16,036.00	\$ -	\$ 434.56	\$ 131.42	\$ 565.97	\$ 6,791.70
Totals	238			943,903.00	281,488.50	4,326,327.05	14,897.48	5,566,616.03	\$ 25,578.83	\$ 125,270.90	\$ 45,618.42	\$ 196,468.15	\$ 2,357,617.75

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2027-2028 (Year 5)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	103	EASTSIDE	Weekly	0.00	0.00	28,798.75	0.00	28,798.75	\$ -	\$ 803.83	\$ 243.09	\$ 1,046.92	\$ 12,563.05
LMD	109	EASTSIDE	Weekly	0.00	0.00	4,427.50	208.00	4,635.50	\$ -	\$ 129.39	\$ 39.13	\$ 168.51	\$ 2,022.17
LMD	112	EASTSIDE	Weekly	0.00	0.00	6,021.50	1,392.00	7,413.50	\$ -	\$ 206.93	\$ 62.58	\$ 269.50	\$ 3,234.04
LMD	120	EASTSIDE	Weekly	0.00	0.00	25,311.50	0.00	25,311.50	\$ -	\$ 706.49	\$ 213.65	\$ 920.15	\$ 11,041.79
LMD	125	EASTSIDE	Weekly	0.00	0.00	23,937.75	448.00	24,385.75	\$ -	\$ 680.66	\$ 205.84	\$ 886.50	\$ 10,637.94
LMD	139	EASTSIDE	Weekly	16,586.50	0.00	16,222.25	0.00	32,808.75	\$ 462.96	\$ 452.80	\$ 276.94	\$ 1,192.70	\$ 14,312.36
LMD	153	EASTSIDE	Weekly	0.00	0.00	23,699.75	0.00	23,699.75	\$ -	\$ 661.51	\$ 200.05	\$ 861.56	\$ 10,338.68
LMD	159	EASTSIDE	Weekly	0.00	0.00	4,972.50	0.00	4,972.50	\$ -	\$ 138.79	\$ 41.97	\$ 180.77	\$ 2,169.18
LMD	171	EASTSIDE	Weekly	0.00	0.00	2,934.50	0.00	2,934.50	\$ -	\$ 81.91	\$ 24.77	\$ 106.68	\$ 1,280.13
LMD	204	EASTSIDE	Weekly	0.00	0.00	7,498.50	0.00	7,498.50	\$ -	\$ 209.30	\$ 63.29	\$ 272.59	\$ 3,271.12
LMD	206	EASTSIDE	Weekly	0.00	0.00	17,189.25	0.00	17,189.25	\$ -	\$ 479.79	\$ 145.09	\$ 624.88	\$ 7,498.57
LMD	234	EASTSIDE	Weekly	0.00	0.00	8,587.50	0.00	8,587.50	\$ -	\$ 239.69	\$ 72.49	\$ 312.18	\$ 3,746.18
LMD	151	EASTSIDE	Weekly	0.00	0.00	9,318.50	0.00	9,318.50	\$ -	\$ 260.10	\$ 78.66	\$ 338.76	\$ 4,065.07
LMD	14	EASTSIDE	Weekly	0.00	0.00	822.00	768.00	1,590.00	\$ -	\$ 44.38	\$ 13.42	\$ 57.80	\$ 693.62
LMD	22	EASTSIDE	Weekly	63,185.00	0.00	0.00	0.00	63,185.00	\$ 1,763.62	\$ -	\$ 533.34	\$ 2,296.96	\$ 27,563.57
LMD	51	EASTSIDE	Weekly	0.00	0.00	7,785.00	0.00	7,785.00	\$ -	\$ 217.29	\$ 65.71	\$ 283.01	\$ 3,396.10
LMD	65	EASTSIDE	Weekly	13,881.00	0.00	4,150.00	1,056.00	19,087.00	\$ 387.45	\$ 145.31	\$ 161.11	\$ 693.87	\$ 8,326.44
LMD	72	EASTSIDE	Weekly	0.00	0.00	39,410.00	0.00	39,410.00	\$ -	\$ 1,100.01	\$ 332.66	\$ 1,432.67	\$ 17,192.06
LMD	86	EASTSIDE	Weekly	0.00	0.00	1,192.50	252.00	1,444.50	\$ -	\$ 40.32	\$ 12.19	\$ 52.51	\$ 630.14
LMD	96	EASTSIDE	Weekly	0.00	0.00	4,582.00	0.00	4,582.00	\$ -	\$ 127.89	\$ 38.68	\$ 166.57	\$ 1,998.83
LMD	98	EASTSIDE	Weekly	1,218.00	0.00	22,619.00	0.00	23,837.00	\$ 34.00	\$ 631.34	\$ 201.21	\$ 866.55	\$ 10,398.56
LMD	113	EASTSIDE	Weekly	0.00	0.00	8,442.50	0.00	8,442.50	\$ -	\$ 235.65	\$ 71.26	\$ 306.91	\$ 3,682.92
LMD	114	EASTSIDE	Weekly	3,119.00	0.00	3,667.00	0.00	6,786.00	\$ 87.06	\$ 102.35	\$ 57.28	\$ 246.69	\$ 2,960.30
LMD	121	EASTSIDE	Weekly	4,100.00	0.00	6,421.00	0.00	10,521.00	\$ 114.44	\$ 179.22	\$ 88.81	\$ 382.47	\$ 4,589.64
LMD	138	EASTSIDE	Weekly	0.00	0.00	8,084.50	0.00	8,084.50	\$ -	\$ 225.65	\$ 68.24	\$ 293.90	\$ 3,526.75
LMD	163	EASTSIDE	Weekly	5,580.00	0.00	12,879.50	0.00	18,459.50	\$ 155.75	\$ 359.49	\$ 155.82	\$ 671.06	\$ 8,052.70
LMD	207	EASTSIDE	Weekly	1,469.25	0.00	18,456.50	0.00	19,925.75	\$ 41.01	\$ 515.16	\$ 168.19	\$ 724.36	\$ 8,692.33
LMD	212	EASTSIDE	Weekly	0.00	0.00	15,126.50	0.00	15,126.50	\$ -	\$ 422.21	\$ 127.68	\$ 549.89	\$ 6,598.72
LMD	262	EASTSIDE	Weekly	0.00	0.00	11,419.25	0.00	11,419.25	\$ -	\$ 318.73	\$ 96.39	\$ 415.12	\$ 4,981.49
LMD	282	EASTSIDE	Weekly	0.00	0.00	3,220.00	0.00	3,220.00	\$ -	\$ 89.88	\$ 27.18	\$ 117.06	\$ 1,404.68
LMD	283	EASTSIDE	Weekly	0.00	0.00	8,106.25	0.00	8,106.25	\$ -	\$ 226.26	\$ 68.42	\$ 294.69	\$ 3,536.24
LMD	56	EASTSIDE	Weekly	14,790.00	0.00	0.00	397.38	15,187.38	\$ 412.82	\$ 11.09	\$ 128.20	\$ 552.11	\$ 6,625.28
LMD	58	EASTSIDE	Weekly	0.00	0.00	8,220.00	0.00	8,220.00	\$ -	\$ 229.44	\$ 69.39	\$ 298.82	\$ 3,585.86
LMD	60	EASTSIDE	Weekly	5,523.00	0.00	7,861.00	0.00	13,384.00	\$ 154.16	\$ 219.42	\$ 112.97	\$ 486.55	\$ 5,838.58
LMD	76	EASTSIDE	Weekly	17,677.00	0.00	0.00	216.75	17,893.75	\$ 493.40	\$ 6.05	\$ 151.04	\$ 650.49	\$ 7,805.90
LMD	89	EASTSIDE	Weekly	10,410.00	0.00	19,973.00	0.00	30,383.00	\$ 290.56	\$ 557.49	\$ 256.46	\$ 1,104.51	\$ 13,254.16
LMD	92	EASTSIDE	Weekly	4,121.00	0.00	1,890.00	0.00	6,011.00	\$ 115.03	\$ 52.75	\$ 50.74	\$ 218.52	\$ 2,622.21
LMD	111	EASTSIDE	Weekly	0.00	0.00	16,795.50	0.00	16,795.50	\$ -	\$ 468.80	\$ 141.77	\$ 610.57	\$ 7,326.80

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2027-2028 (Year 5)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	135	EASTSIDE	Weekly	0.00	0.00	885.00	0.00	885.00	\$ -	\$ 24.70	\$ 7.47	\$ 32.17	\$ 386.07
LMD	156	EASTSIDE	Weekly	5,850.00	0.00	4,161.00	0.00	10,011.00	\$ 163.29	\$ 116.14	\$ 84.50	\$ 363.93	\$ 4,367.16
LMD	191	EASTSIDE	Weekly	0.00	0.00	7,977.00	0.00	7,977.00	\$ -	\$ 222.65	\$ 67.33	\$ 289.99	\$ 3,479.85
LMD	214	EASTSIDE	Weekly	14,506.50	0.00	16,672.50	0.00	31,179.00	\$ 404.91	\$ 465.36	\$ 263.18	\$ 1,133.45	\$ 13,601.40
LMD	235	EASTSIDE	Weekly	0.00	0.00	14,266.00	0.00	14,266.00	\$ -	\$ 398.19	\$ 120.42	\$ 518.61	\$ 6,223.34
LMD	241	EASTSIDE	Weekly	0.00	0.00	11,205.50	0.00	11,205.50	\$ -	\$ 312.77	\$ 94.59	\$ 407.35	\$ 4,888.24
LMD	301	EASTSIDE	Weekly	0.00	0.00	19,505.00	0.00	19,505.00	\$ -	\$ 544.42	\$ 164.64	\$ 709.07	\$ 8,508.78
LMD	315	EASTSIDE	Weekly	0.00	0.00	12,128.00	0.00	12,128.00	\$ -	\$ 338.52	\$ 102.37	\$ 440.89	\$ 5,290.67
LMD	141	EASTSIDE	Weekly	0.00	0.00	57,335.50	0.00	57,335.50	\$ -	\$ 1,600.35	\$ 483.97	\$ 2,084.32	\$ 25,011.81
LMD	224	EASTSIDE	Weekly	0.00	0.00	2,592.00	0.00	2,592.00	\$ -	\$ 72.35	\$ 21.88	\$ 94.23	\$ 1,130.72
LMD	276	EASTSIDE	Weekly	0.00	0.00	3,056.50	0.00	3,056.50	\$ -	\$ 85.31	\$ 25.80	\$ 111.11	\$ 1,333.36
LMD	281	EASTSIDE	Weekly	0.00	0.00	48,080.00	0.00	48,080.00	\$ -	\$ 1,342.01	\$ 405.84	\$ 1,747.85	\$ 20,974.23
LMD	287	EASTSIDE	Weekly	0.00	0.00	30,839.50	0.00	30,839.50	\$ -	\$ 860.79	\$ 260.32	\$ 1,121.11	\$ 13,453.30
LMD	295	EASTSIDE	Weekly	0.00	0.00	10,157.00	0.00	10,157.00	\$ -	\$ 283.50	\$ 85.74	\$ 369.24	\$ 4,430.85
LMD	217	EASTSIDE	Weekly	0.00	0.00	48,415.50	0.00	48,415.50	\$ -	\$ 1,351.37	\$ 408.68	\$ 1,760.05	\$ 21,120.58
LMD	267	EASTSIDE	Weekly	0.00	0.00	70,634.00	0.00	70,634.00	\$ -	\$ 1,971.54	\$ 596.22	\$ 2,567.76	\$ 30,813.09
LMD	272	EASTSIDE	Weekly	0.00	0.00	44,823.00	0.00	44,823.00	\$ -	\$ 1,251.10	\$ 378.35	\$ 1,629.45	\$ 19,553.41
LMD	278	EASTSIDE	Weekly	0.00	0.00	69,246.00	0.00	69,246.00	\$ -	\$ 1,932.79	\$ 584.51	\$ 2,517.30	\$ 30,207.60
LMD	286	EASTSIDE	Weekly	0.00	0.00	10,725.50	0.00	10,725.50	\$ -	\$ 299.37	\$ 90.53	\$ 389.90	\$ 4,678.85
LMD	304	EASTSIDE	Weekly	0.00	0.00	14,695.00	0.00	14,695.00	\$ -	\$ 410.17	\$ 124.04	\$ 534.21	\$ 6,410.49
LMD	1	EASTSIDE	Weekly	0.00	0.00	372.00	459.00	831.00	\$ -	\$ 23.19	\$ 7.01	\$ 30.21	\$ 362.51
LMD	7	EASTSIDE	Weekly	0.00	0.00	17,099.50	726.75	17,826.25	\$ -	\$ 497.57	\$ 150.47	\$ 648.04	\$ 7,776.45
LMD	11	EASTSIDE	Weekly	124,136.50	0.00	387.00	568.00	125,091.50	\$ 3,464.90	\$ 26.66	\$ 1,055.90	\$ 4,547.45	\$ 54,569.42
LMD	12	EASTSIDE	Weekly	40,257.50	0.00	17,036.00	0.00	57,293.50	\$ 1,123.67	\$ 475.51	\$ 483.61	\$ 2,082.79	\$ 24,993.49
LMD	23	EASTSIDE	Weekly	15,354.50	0.00	7,280.00	0.00	22,634.50	\$ 428.57	\$ 203.20	\$ 191.06	\$ 822.83	\$ 9,873.98
LMD	25	EASTSIDE	Weekly	0.00	0.00	2,000.00	0.00	2,000.00	\$ -	\$ 55.82	\$ 16.88	\$ 72.71	\$ 872.47
LMD	33	EASTSIDE	Weekly	22,447.50	6,825.00	884.50	0.00	30,157.00	\$ 626.55	\$ 215.19	\$ 254.56	\$ 1,096.30	\$ 13,155.57
LMD	49	EASTSIDE	Weekly	7,546.00	0.00	4,087.00	0.00	11,633.00	\$ 210.62	\$ 114.08	\$ 98.19	\$ 422.89	\$ 5,074.73
LMD	52	EASTSIDE	Weekly	6,997.00	2,010.00	16,069.00	0.00	25,076.00	\$ 195.30	\$ 504.62	\$ 211.67	\$ 911.59	\$ 10,939.05
LMD	67	EASTSIDE	Weekly	1,683.00	0.00	5,282.00	0.00	6,965.00	\$ 46.98	\$ 147.43	\$ 58.79	\$ 253.20	\$ 3,038.38
LMD	128	EASTSIDE	Weekly	34,457.00	0.00	15,627.00	0.00	50,084.00	\$ 961.76	\$ 436.18	\$ 422.76	\$ 1,820.70	\$ 21,848.44
LMD	137	EASTSIDE	Weekly	4,772.50	0.00	9,475.50	0.00	14,248.00	\$ 133.21	\$ 264.48	\$ 120.27	\$ 517.96	\$ 6,215.49
LMD	296	EASTSIDE	Weekly	0.00	0.00	16,751.00	0.00	16,751.00	\$ -	\$ 467.55	\$ 141.40	\$ 608.95	\$ 7,307.39
LMD	314	EASTSIDE	Weekly	0.00	0.00	18,320.00	0.00	18,320.00	\$ -	\$ 511.35	\$ 154.64	\$ 665.99	\$ 7,991.84
LMD	9	EASTSIDE	Weekly	0.00	0.00	37,507.50	0.00	37,507.50	\$ -	\$ 1,046.91	\$ 316.60	\$ 1,363.51	\$ 16,362.12
LMD	13	EASTSIDE	Weekly	0.00	0.00	0.00	640.00	640.00	\$ -	\$ 17.86	\$ 5.40	\$ 23.27	\$ 279.19
LMD	15	EASTSIDE	Weekly	4,674.00	0.00	0.00	96.00	4,770.00	\$ 130.46	\$ 2.68	\$ 40.26	\$ 173.40	\$ 2,080.85
LMD	19	EASTSIDE	Weekly	17,695.50	0.00	4,850.00	86.80	22,632.30	\$ 493.92	\$ 137.80	\$ 191.04	\$ 822.75	\$ 9,873.02
LMD	21	EASTSIDE	Weekly	9,787.50	0.00	0.00	0.00	9,787.50	\$ 273.19	\$ -	\$ 82.62	\$ 355.80	\$ 4,269.66

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2027-2028 (Year 5)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	26	EASTSIDE	Weekly	706.00	0.00	5,696.00	16.00	6,418.00	\$ 19.71	\$ 159.43	\$ 54.17	\$ 233.31	\$ 2,799.76
LMD	30	EASTSIDE	Weekly	11,630.50	0.00	4,833.00	0.00	16,463.50	\$ 324.63	\$ 134.90	\$ 138.97	\$ 598.50	\$ 7,181.97
LMD	35	EASTSIDE	Weekly	0.00	0.00	968.50	0.00	968.50	\$ -	\$ 27.03	\$ 8.18	\$ 35.21	\$ 422.49
LMD	36	EASTSIDE	Weekly	14,253.00	0.00	1,914.00	0.00	16,167.00	\$ 397.83	\$ 53.42	\$ 136.47	\$ 587.72	\$ 7,052.63
LMD	37	EASTSIDE	Weekly	0.00	0.00	6,569.00	1,393.80	7,962.80	\$ -	\$ 222.26	\$ 67.21	\$ 289.47	\$ 3,473.66
LMD	42	EASTSIDE	Weekly	0.00	0.00	11,266.75	128.00	11,394.75	\$ -	\$ 318.05	\$ 96.18	\$ 414.23	\$ 4,970.80
LMD	43	EASTSIDE	Weekly	377.00	0.00	30,451.50	0.00	30,828.50	\$ 10.52	\$ 849.96	\$ 260.22	\$ 1,120.71	\$ 13,448.50
LMD	46	EASTSIDE	Weekly	9,246.00	0.00	1,416.50	0.00	10,662.50	\$ 258.07	\$ 39.54	\$ 90.00	\$ 387.61	\$ 4,651.37
LMD	77	EASTSIDE	Weekly	8,840.00	0.00	607.00	0.00	9,447.00	\$ 246.74	\$ 16.94	\$ 79.74	\$ 343.43	\$ 4,121.12
LMD	82	EASTSIDE	Weekly	2,914.00	0.00	1,340.00	0.00	4,254.00	\$ 81.34	\$ 37.40	\$ 35.91	\$ 154.65	\$ 1,855.75
LMD	197	EASTSIDE	Weekly	0.00	0.00	7,885.50	0.00	7,885.50	\$ -	\$ 220.10	\$ 66.56	\$ 286.66	\$ 3,439.94
LMD	2	EASTSIDE	Weekly	0.00	0.00	39,926.00	286.00	40,212.00	\$ -	\$ 1,122.40	\$ 339.43	\$ 1,461.83	\$ 17,541.92
LMD	16	EASTSIDE	Weekly	0.00	0.00	13,501.00	180.00	13,681.00	\$ -	\$ 381.86	\$ 115.48	\$ 497.35	\$ 5,968.14
LMD	17	EASTSIDE	Weekly	0.00	98,427.00	8,140.00	160.00	106,727.00	\$ -	\$ 2,978.96	\$ 900.88	\$ 3,879.85	\$ 46,558.16
LMD	64	EASTSIDE	Weekly	0.00	0.00	28,182.00	464.00	28,646.00	\$ -	\$ 799.57	\$ 241.80	\$ 1,041.37	\$ 12,496.42
LMD	68	EASTSIDE	Weekly	5,434.00	0.00	8,037.00	0.00	13,471.00	\$ 151.67	\$ 224.33	\$ 113.71	\$ 489.71	\$ 5,876.54
LMD	93	EASTSIDE	Weekly	0.00	0.00	867.00	0.00	867.00	\$ -	\$ 24.20	\$ 7.32	\$ 31.52	\$ 378.22
LMD	105	EASTSIDE	Weekly	3,740.00	0.00	6,020.00	0.00	9,760.00	\$ 104.39	\$ 168.03	\$ 82.38	\$ 354.81	\$ 4,257.66
LMD	148	WESTSIDE	Weekly	0.00	0.00	744.00	256.00	1,000.00	\$ -	\$ 27.91	\$ 8.44	\$ 36.35	\$ 436.24
LMD	168	EASTSIDE	Weekly	0.00	0.00	6,058.50	0.00	6,058.50	\$ -	\$ 169.10	\$ 51.14	\$ 220.24	\$ 2,642.94
LMD	188	EASTSIDE	Weekly	0.00	0.00	6,807.50	0.00	6,807.50	\$ -	\$ 190.01	\$ 57.46	\$ 247.47	\$ 2,969.68
LMD	189	EASTSIDE	Weekly	0.00	0.00	17,061.00	0.00	17,061.00	\$ -	\$ 476.21	\$ 144.01	\$ 620.22	\$ 7,442.62
LMD	190	EASTSIDE	Weekly	0.00	0.00	9,053.50	0.00	9,053.50	\$ -	\$ 252.70	\$ 76.42	\$ 329.12	\$ 3,949.46
LMD	203	EASTSIDE	Weekly	0.00	0.00	13,220.00	0.00	13,220.00	\$ -	\$ 369.00	\$ 111.59	\$ 480.59	\$ 5,767.04
LMD	213	EASTSIDE	Weekly	0.00	0.00	34,694.00	0.00	34,694.00	\$ -	\$ 968.38	\$ 292.85	\$ 1,261.23	\$ 15,134.77
LMD	222	EASTSIDE	Weekly	2,714.50	0.00	8,123.50	0.00	10,838.00	\$ 75.77	\$ 226.74	\$ 91.48	\$ 393.99	\$ 4,727.93
LMD	263	EASTSIDE	Weekly	0.00	0.00	15,296.50	0.00	15,296.50	\$ -	\$ 426.96	\$ 129.12	\$ 556.07	\$ 6,672.88
LMD	87	EASTSIDE	Weekly	0.00	0.00	62,590.00	0.00	62,590.00	\$ -	\$ 1,747.01	\$ 528.32	\$ 2,275.33	\$ 27,304.01
LMD	122	EASTSIDE	Weekly	0.00	0.00	61,466.00	0.00	61,466.00	\$ -	\$ 1,715.64	\$ 518.83	\$ 2,234.47	\$ 26,813.68
LMD	145	EASTSIDE	Weekly	0.00	0.00	65,815.50	0.00	65,815.50	\$ -	\$ 1,837.04	\$ 555.55	\$ 2,392.59	\$ 28,711.09
LMD	180	EASTSIDE	Weekly	0.00	0.00	10,241.75	0.00	10,241.75	\$ -	\$ 285.87	\$ 86.45	\$ 372.32	\$ 4,467.82
LMD	182	EASTSIDE	Weekly	0.00	0.00	12,231.50	0.00	12,231.50	\$ -	\$ 341.41	\$ 103.25	\$ 444.65	\$ 5,335.82
LMD	220	EASTSIDE	Weekly	0.00	0.00	8,013.50	0.00	8,013.50	\$ -	\$ 223.67	\$ 67.64	\$ 291.31	\$ 3,495.78
LMD	221	EASTSIDE	Weekly	0.00	0.00	3,522.00	0.00	3,522.00	\$ -	\$ 98.31	\$ 29.73	\$ 128.04	\$ 1,536.42
LMD	257	EASTSIDE	Weekly	0.00	0.00	24,560.50	0.00	24,560.50	\$ -	\$ 685.53	\$ 207.32	\$ 892.85	\$ 10,714.17
LMD	274	EASTSIDE	Weekly	0.00	0.00	40,451.50	0.00	40,451.50	\$ -	\$ 1,129.08	\$ 341.45	\$ 1,470.53	\$ 17,646.40
LMD	6	EASTSIDE	Weekly	0.00	0.00	4,224.00	0.00	4,224.00	\$ -	\$ 117.90	\$ 35.65	\$ 153.56	\$ 1,842.66
LMD	10	EASTSIDE	Weekly	0.00	0.00	1,100.00	1,104.00	2,204.00	\$ -	\$ 61.52	\$ 18.60	\$ 80.12	\$ 961.46
LMD	29	EASTSIDE	Weekly	0.00	0.00	4,761.00	0.00	4,761.00	\$ -	\$ 132.89	\$ 40.19	\$ 173.08	\$ 2,076.92

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2027-2028 (Year 5)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	31	EASTSIDE	Weekly	0.00	0.00	4,473.50	374.00	4,847.50	\$ -	\$ 135.30	\$ 40.92	\$ 176.22	\$ 2,114.65
LMD	39	EASTSIDE	Weekly	1,903.50	0.00	859.50	494.00	3,257.00	\$ 53.13	\$ 37.78	\$ 27.49	\$ 118.40	\$ 1,420.82
LMD	59	EASTSIDE	Weekly	9,702.00	0.00	3,444.00	0.00	13,146.00	\$ 270.80	\$ 96.13	\$ 110.97	\$ 477.90	\$ 5,734.76
LMD	66	EASTSIDE	Weekly	30,101.50	0.00	97,311.00	0.00	127,412.50	\$ 840.19	\$ 2,716.14	\$ 1,075.49	\$ 4,631.83	\$ 55,581.92
LMD	69	EASTSIDE	Weekly	5,694.75	0.00	747.50	0.00	6,442.25	\$ 158.95	\$ 20.86	\$ 54.38	\$ 234.20	\$ 2,810.34
LMD	75	EASTSIDE	Weekly	6,440.00	0.00	17,494.50	0.00	23,934.50	\$ 179.75	\$ 488.31	\$ 202.03	\$ 870.09	\$ 10,441.09
LMD	83	EASTSIDE	Weekly	0.00	0.00	1,802.00	0.00	1,802.00	\$ -	\$ 50.30	\$ 15.21	\$ 65.51	\$ 786.10
LMD	94	EASTSIDE	Weekly	10,259.00	0.00	1,560.00	0.00	11,819.00	\$ 286.35	\$ 43.54	\$ 99.76	\$ 429.66	\$ 5,155.87
LMD	133	EASTSIDE	Weekly	0.00	0.00	34,877.00	0.00	34,877.00	\$ -	\$ 973.49	\$ 294.40	\$ 1,267.88	\$ 15,214.60
LMD	84	EASTSIDE	Weekly	6,656.00	0.00	7,282.50	208.00	14,146.50	\$ 185.78	\$ 209.07	\$ 119.41	\$ 514.27	\$ 6,171.21
LMD	136	EASTSIDE	Weekly	0.00	0.00	6,732.00	0.00	6,732.00	\$ -	\$ 187.90	\$ 56.82	\$ 244.73	\$ 2,936.74
LMD	144	EASTSIDE	Weekly	0.00	0.00	8,793.50	0.00	8,793.50	\$ -	\$ 245.44	\$ 74.23	\$ 319.67	\$ 3,836.04
LMD	183	EASTSIDE	Weekly	0.00	0.00	11,403.00	0.00	11,403.00	\$ -	\$ 318.28	\$ 96.25	\$ 414.53	\$ 4,974.40
LMD	201	EASTSIDE	Weekly	0.00	0.00	7,900.00	0.00	7,900.00	\$ -	\$ 220.50	\$ 66.68	\$ 287.19	\$ 3,446.26
LMD	264	EASTSIDE	Weekly	0.00	0.00	20,872.00	0.00	20,872.00	\$ -	\$ 582.58	\$ 176.18	\$ 758.76	\$ 9,105.12
LMD	85	WESTSIDE	Weekly	0.00	0.00	60,997.25	0.00	60,997.25	\$ -	\$ 1,702.56	\$ 514.88	\$ 2,217.43	\$ 26,609.20
LMD	88	WESTSIDE	Weekly	11,441.50	0.00	6,281.00	0.00	17,722.50	\$ 319.36	\$ 175.32	\$ 149.60	\$ 644.27	\$ 7,731.19
LMD	99	WESTSIDE	Weekly	13,870.50	0.00	2,451.00	0.00	16,321.50	\$ 387.15	\$ 68.41	\$ 137.77	\$ 593.34	\$ 7,120.03
LMD	165	WESTSIDE	Weekly	946.00	0.00	4,902.00	0.00	5,848.00	\$ 26.40	\$ 136.82	\$ 49.36	\$ 212.59	\$ 2,551.11
LMD	176	WESTSIDE	Weekly	0.00	0.00	8,615.50	0.00	8,615.50	\$ -	\$ 240.48	\$ 72.72	\$ 313.20	\$ 3,758.39
LMD	177	WESTSIDE	Weekly	686.00	0.00	19,160.50	0.00	19,846.50	\$ 19.15	\$ 534.81	\$ 167.52	\$ 721.48	\$ 8,657.76
LMD	252	WESTSIDE	Weekly	0.00	0.00	24,579.00	0.00	24,579.00	\$ -	\$ 686.05	\$ 207.47	\$ 893.52	\$ 10,722.24
LMD	253	WESTSIDE	Weekly	0.00	0.00	17,717.50	0.00	17,717.50	\$ -	\$ 494.53	\$ 149.55	\$ 644.08	\$ 7,729.01
LMD	266	WESTSIDE	Weekly	0.00	0.00	24,844.00	0.00	24,844.00	\$ -	\$ 693.45	\$ 209.71	\$ 903.15	\$ 10,837.85
LMD	28	WESTSIDE	Weekly	0.00	0.00	2,108.00	0.00	2,108.00	\$ -	\$ 58.84	\$ 17.79	\$ 76.63	\$ 919.59
LMD	41	WESTSIDE	Weekly	5,770.00	0.00	42,923.00	0.00	48,693.00	\$ 161.05	\$ 1,198.07	\$ 411.02	\$ 1,770.14	\$ 21,241.64
LMD	110	WESTSIDE	Weekly	0.00	0.00	8,804.00	0.00	8,804.00	\$ -	\$ 245.74	\$ 74.31	\$ 320.05	\$ 3,840.62
LMD	131	WESTSIDE	Weekly	6,715.00	0.00	1,860.00	0.00	8,575.00	\$ 187.43	\$ 51.92	\$ 72.38	\$ 311.73	\$ 3,740.72
LMD	175	WESTSIDE	Weekly	0.00	0.00	9,805.50	0.00	9,805.50	\$ -	\$ 273.69	\$ 82.77	\$ 356.46	\$ 4,277.51
LMD	179	WESTSIDE	Weekly	9,322.00	0.00	89,372.00	0.00	98,694.00	\$ 260.20	\$ 2,494.55	\$ 833.08	\$ 3,587.82	\$ 43,053.88
LMD	236	WESTSIDE	Weekly	0.00	0.00	9,611.50	0.00	9,611.50	\$ -	\$ 268.28	\$ 81.13	\$ 349.41	\$ 4,192.88
LMD	242	WESTSIDE	Weekly	0.00	0.00	3,792.00	0.00	3,792.00	\$ -	\$ 105.84	\$ 32.01	\$ 137.85	\$ 1,654.21
LMD	259	WESTSIDE	Weekly	0.00	0.00	11,182.00	0.00	11,182.00	\$ -	\$ 312.11	\$ 94.39	\$ 406.50	\$ 4,877.99
LMD	268	WESTSIDE	Weekly	1,925.00	0.00	50,466.00	0.00	52,391.00	\$ 53.73	\$ 1,408.61	\$ 442.23	\$ 1,904.57	\$ 22,854.84
LMD	20	WESTSIDE	Weekly	10,638.00	0.00	17,118.50	0.00	27,756.50	\$ 296.93	\$ 477.81	\$ 234.29	\$ 1,009.03	\$ 12,108.38
LMD	61	WESTSIDE	Weekly	46,419.00	0.00	140.00	0.00	46,559.00	\$ 1,295.65	\$ 3.91	\$ 393.00	\$ 1,692.56	\$ 20,310.71
LMD	152	WESTSIDE	Weekly	541.50	0.00	128,607.00	0.00	129,148.50	\$ 15.11	\$ 3,589.68	\$ 1,090.14	\$ 4,694.94	\$ 56,339.23
LMD	154	WESTSIDE	Weekly	3,060.00	0.00	20,425.50	0.00	23,485.50	\$ 85.41	\$ 570.12	\$ 198.24	\$ 853.77	\$ 10,245.22
LMD	167	WESTSIDE	Weekly	2,450.00	0.00	800.00	0.00	3,250.00	\$ 68.38	\$ 22.33	\$ 27.43	\$ 118.15	\$ 1,417.77

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2027-2028 (Year 5)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	192	WESTSIDE	Weekly	0.00	0.00	13,439.50	0.00	13,439.50	\$ -	\$ 375.12	\$ 113.44	\$ 488.57	\$ 5,862.79
LMD	195	WESTSIDE	Weekly	0.00	0.00	42,823.50	0.00	42,823.50	\$ -	\$ 1,195.29	\$ 361.47	\$ 1,556.76	\$ 18,681.15
LMD	216	WESTSIDE	Weekly	2,835.00	0.00	28,178.50	1,200.00	32,213.50	\$ 79.13	\$ 820.01	\$ 271.91	\$ 1,171.06	\$ 14,052.69
LMD	233	WESTSIDE	Weekly	0.00	0.00	12,696.00	0.00	12,696.00	\$ -	\$ 354.37	\$ 107.17	\$ 461.54	\$ 5,538.45
LMD	260	WESTSIDE	Weekly	8,395.00	0.00	37,480.50	0.00	45,875.50	\$ 234.32	\$ 1,046.16	\$ 387.24	\$ 1,667.71	\$ 20,012.54
LMD	261	WESTSIDE	Weekly	0.00	0.00	6,409.00	0.00	6,409.00	\$ -	\$ 178.89	\$ 54.10	\$ 232.99	\$ 2,795.84
LMD	40	WESTSIDE	Weekly	0.00	0.00	39,064.50	0.00	39,064.50	\$ -	\$ 1,090.37	\$ 329.74	\$ 1,420.11	\$ 17,041.34
LMD	44	WESTSIDE	Weekly	7,453.25	0.00	17,316.50	0.00	24,769.75	\$ 208.04	\$ 483.34	\$ 209.08	\$ 900.45	\$ 10,805.46
LMD	100	WESTSIDE	Weekly	1,744.00	0.00	4,167.50	0.00	5,911.50	\$ 48.68	\$ 116.32	\$ 49.90	\$ 214.90	\$ 2,578.81
LMD	116	WESTSIDE	Weekly	2,787.50	0.00	1,275.00	0.00	4,062.50	\$ 77.80	\$ 35.59	\$ 34.29	\$ 147.68	\$ 1,772.21
LMD	184	WESTSIDE	Weekly	0.00	0.00	24,873.00	0.00	24,873.00	\$ -	\$ 694.26	\$ 209.95	\$ 904.21	\$ 10,850.50
LMD	193	WESTSIDE	Weekly	1,894.50	0.00	42,588.00	0.00	44,482.50	\$ 52.88	\$ 1,188.72	\$ 375.48	\$ 1,617.07	\$ 19,404.87
LMD	199	WESTSIDE	Weekly	1,071.00	0.00	0.00	0.00	1,071.00	\$ 29.89	\$ -	\$ 9.04	\$ 38.93	\$ 467.21
LMD	219	WESTSIDE	Weekly	0.00	0.00	15,585.50	0.00	15,585.50	\$ -	\$ 435.02	\$ 131.56	\$ 566.58	\$ 6,798.96
LMD	271	WESTSIDE	Weekly	0.00	0.00	12,128.50	0.00	12,128.50	\$ -	\$ 338.53	\$ 102.38	\$ 440.91	\$ 5,290.89
LMD	5	WESTSIDE	Weekly	9,077.50	0.00	28,337.00	367.00	37,781.50	\$ 253.37	\$ 801.19	\$ 318.91	\$ 1,373.47	\$ 16,481.65
LMD	32	EASTSIDE	Weekly	0.00	4,686.00	5,438.00	0.00	10,124.00	\$ -	\$ 282.58	\$ 85.46	\$ 368.04	\$ 4,416.45
LMD	4	EASTSIDE	Weekly	12,965.00	50,190.00	0.00	0.00	63,155.00	\$ 361.88	\$ 1,400.90	\$ 533.09	\$ 2,295.87	\$ 27,550.48
LMD	48	EASTSIDE	Weekly	0.00	0.00	13,962.00	0.00	13,962.00	\$ -	\$ 389.71	\$ 117.85	\$ 507.56	\$ 6,090.73
LMD	78	EASTSIDE	Weekly	8,489.00	0.00	24,929.00	0.00	33,418.00	\$ 236.94	\$ 695.82	\$ 282.08	\$ 1,214.84	\$ 14,578.13
LMD	102	WESTSIDE	Weekly	474.50	0.00	5,549.00	952.00	6,975.50	\$ 13.24	\$ 181.46	\$ 58.88	\$ 253.58	\$ 3,042.96
LMD	289	EASTSIDE	Weekly	0.00	0.00	3,655.00	0.00	3,655.00	\$ -	\$ 102.02	\$ 30.85	\$ 132.87	\$ 1,594.44
LMD	299	EASTSIDE	Weekly	0.00	0.00	16,127.50	0.00	16,127.50	\$ -	\$ 450.15	\$ 136.13	\$ 586.28	\$ 7,035.40
LMD	73	WESTSIDE	Weekly	4,608.50	0.00	35,026.50	0.00	39,635.00	\$ 128.63	\$ 977.66	\$ 334.56	\$ 1,440.85	\$ 17,290.21
LMD	178	WESTSIDE	Weekly	0.00	0.00	85,201.50	0.00	85,201.50	\$ -	\$ 2,378.14	\$ 719.19	\$ 3,097.33	\$ 37,167.96
LMD	202	WESTSIDE	Weekly	0.00	0.00	8,454.25	0.00	8,454.25	\$ -	\$ 235.98	\$ 71.36	\$ 307.34	\$ 3,688.05
LMD	273	WESTSIDE	Weekly	0.00	0.00	38,624.00	0.00	38,624.00	\$ -	\$ 1,078.07	\$ 326.03	\$ 1,404.10	\$ 16,849.18
LMD	292	WESTSIDE	Weekly	0.00	0.00	82,547.00	0.00	82,547.00	\$ -	\$ 2,304.05	\$ 696.78	\$ 3,000.83	\$ 36,009.97
LMD	292-I	WESTSIDE	Weekly	0.00	0.00	34,203.75	0.00	34,203.75	\$ -	\$ 954.70	\$ 288.71	\$ 1,243.41	\$ 14,920.91
LMD	62	WESTSIDE	Weekly	12,247.50	0.00	2,597.00	0.00	14,844.50	\$ 341.85	\$ 72.49	\$ 125.30	\$ 539.64	\$ 6,475.71
LMD	63	WESTSIDE	Weekly	0.00	0.00	42,437.75	0.00	42,437.75	\$ -	\$ 1,184.52	\$ 358.22	\$ 1,542.74	\$ 18,512.87
LMD	97	WESTSIDE	Weekly	0.00	0.00	5,473.00	0.00	5,473.00	\$ -	\$ 152.76	\$ 46.20	\$ 198.96	\$ 2,387.52
LMD	106	WESTSIDE	Weekly	0.00	0.00	8,718.75	0.00	8,718.75	\$ -	\$ 243.36	\$ 73.59	\$ 316.95	\$ 3,803.43
LMD	107	WESTSIDE	Weekly	8,745.00	0.00	10,741.00	0.00	19,486.00	\$ 244.09	\$ 299.80	\$ 164.48	\$ 708.37	\$ 8,500.49
LMD	146	WESTSIDE	Weekly	0.00	0.00	60,421.00	0.00	60,421.00	\$ -	\$ 1,686.47	\$ 510.01	\$ 2,196.48	\$ 26,357.82
LMD	150	WESTSIDE	Weekly	0.00	0.00	4,561.25	0.00	4,561.25	\$ -	\$ 127.31	\$ 38.50	\$ 165.82	\$ 1,989.78
LMD	255	WESTSIDE	Weekly	0.00	0.00	42,193.50	0.00	42,193.50	\$ -	\$ 1,177.70	\$ 356.16	\$ 1,533.86	\$ 18,406.32
LMD	24	WESTSIDE	Weekly	4,249.50	24,718.00	9,256.00	0.00	38,223.50	\$ 118.61	\$ 948.28	\$ 322.64	\$ 1,389.54	\$ 16,674.47
LMD	119	WESTSIDE	Weekly	0.00	0.00	47,034.25	0.00	47,034.25	\$ -	\$ 1,312.82	\$ 397.02	\$ 1,709.84	\$ 20,518.03

**EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS**

Fiscal Year 2027-2028 (Year 5)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	157	WESTSIDE	Weekly	1,430.00	0.00	0.00	0.00	1,430.00	\$ 39.91	\$ -	\$ 12.07	\$ 51.98	\$ 623.82
LMD	237	WESTSIDE	Weekly	0.00	0.00	12,947.50	0.00	12,947.50	\$ -	\$ 361.39	\$ 109.29	\$ 470.68	\$ 5,648.17
LMD	243	WESTSIDE	Weekly	0.00	0.00	30,993.50	0.00	30,993.50	\$ -	\$ 865.09	\$ 261.62	\$ 1,126.71	\$ 13,520.48
LMD	246	WESTSIDE	Weekly	11,550.00	0.00	97,935.75	0.00	109,485.75	\$ 322.38	\$ 2,733.58	\$ 924.17	\$ 3,980.14	\$ 47,761.63
LMD	293	WESTSIDE	Weekly	0.00	0.00	24,168.75	0.00	24,168.75	\$ -	\$ 674.60	\$ 204.01	\$ 878.61	\$ 10,543.28
LMD	24-27	WESTSIDE	Weekly	4,986.00	0.00	14,551.00	0.00	19,537.00	\$ 139.17	\$ 406.15	\$ 164.91	\$ 710.23	\$ 8,522.74
LMD	24-57	WESTSIDE	Weekly	10,030.25	0.00	3,800.00	0.00	13,830.25	\$ 279.96	\$ 106.07	\$ 116.74	\$ 502.77	\$ 6,033.25
LMD	80	WESTSIDE	Weekly	11,544.50	6,667.00	0.00	0.00	18,211.50	\$ 322.23	\$ 186.09	\$ 153.72	\$ 662.04	\$ 7,944.51
LMD	24-71	WESTSIDE	Weekly	0.00	0.00	4,501.00	0.00	4,501.00	\$ -	\$ 125.63	\$ 37.99	\$ 163.62	\$ 1,963.50
LMD	24-81	WESTSIDE	Weekly	0.00	37,856.00	4,690.50	0.00	42,546.50	\$ -	\$ 1,187.56	\$ 359.14	\$ 1,546.69	\$ 18,560.31
LMD	24-95	WESTSIDE	Weekly	5,488.00	50,109.50	10,380.00	0.00	65,977.50	\$ 153.18	\$ 1,688.38	\$ 556.92	\$ 2,398.48	\$ 28,781.76
LMD	24-134	WESTSIDE	Weekly	7,096.50	0.00	5,487.50	0.00	12,584.00	\$ 198.08	\$ 153.17	\$ 106.22	\$ 457.47	\$ 5,489.59
LMD	24-225	WESTSIDE	Weekly	0.00	0.00	31,094.50	0.00	31,094.50	\$ -	\$ 867.91	\$ 262.47	\$ 1,130.38	\$ 13,564.54
LMD	256	WESTSIDE	Weekly	0.00	0.00	13,938.50	0.00	13,938.50	\$ -	\$ 389.05	\$ 117.65	\$ 506.71	\$ 6,080.48
LMD	256-01	WESTSIDE	Weekly	0.00	0.00	20,010.50	0.00	20,010.50	\$ -	\$ 558.53	\$ 168.91	\$ 727.44	\$ 8,729.30
LMD	238	WESTSIDE	Weekly	0.00	0.00	20,855.25	0.00	20,855.25	\$ -	\$ 582.11	\$ 176.04	\$ 758.15	\$ 9,097.81
LMD	239	WESTSIDE	Weekly	0.00	0.00	12,051.00	0.00	12,051.00	\$ -	\$ 336.37	\$ 101.72	\$ 438.09	\$ 5,257.08
LMD	240	WESTSIDE	Weekly	0.00	0.00	46,154.25	0.00	46,154.25	\$ -	\$ 1,288.26	\$ 389.59	\$ 1,677.85	\$ 20,134.15
LMD	248	WESTSIDE	Weekly	1,056.00	0.00	1,914.00	0.00	2,970.00	\$ 29.48	\$ 53.42	\$ 25.07	\$ 107.97	\$ 1,295.62
LMD	254	WESTSIDE	Weekly	0.00	0.00	34,996.75	0.00	34,996.75	\$ -	\$ 976.83	\$ 295.41	\$ 1,272.24	\$ 15,266.84
LMD	265	WESTSIDE	Weekly	0.00	0.00	16,342.00	0.00	16,342.00	\$ -	\$ 456.14	\$ 137.94	\$ 594.08	\$ 7,128.97
LMD	279	WESTSIDE	Weekly	0.00	0.00	6,965.00	0.00	6,965.00	\$ -	\$ 194.41	\$ 58.79	\$ 253.20	\$ 3,038.38
LMD	24-1	WESTSIDE	Weekly	0.00	0.00	54,067.00	0.00	54,067.00	\$ -	\$ 1,509.12	\$ 456.38	\$ 1,965.50	\$ 23,585.97
LMD	24-2	WESTSIDE	Weekly	0.00	0.00	42,010.50	0.00	42,010.50	\$ -	\$ 1,172.60	\$ 354.61	\$ 1,527.21	\$ 18,326.49
LMD	24-3	WESTSIDE	Weekly	0.00	0.00	53,234.75	0.00	53,234.75	\$ -	\$ 1,485.89	\$ 449.35	\$ 1,935.24	\$ 23,222.91
LMD	24-4	WESTSIDE	Weekly	0.00	0.00	10,342.50	0.00	10,342.50	\$ -	\$ 288.68	\$ 87.30	\$ 375.98	\$ 4,511.77
LMD	70	WESTSIDE	Weekly	5,656.00	0.00	7,346.00	0.00	13,002.00	\$ 157.87	\$ 205.04	\$ 109.75	\$ 472.66	\$ 5,671.94
LMD	115	WESTSIDE	Weekly	5,085.50	0.00	18,353.00	0.00	23,438.50	\$ 141.95	\$ 512.27	\$ 197.84	\$ 852.06	\$ 10,224.72
LMD	123	WESTSIDE	Weekly	6,070.00	0.00	4,485.00	0.00	10,555.00	\$ 169.43	\$ 125.19	\$ 89.09	\$ 383.71	\$ 4,604.47
LMD	126	WESTSIDE	Weekly	22,604.00	0.00	7,555.00	0.00	30,159.00	\$ 630.92	\$ 210.88	\$ 254.57	\$ 1,096.37	\$ 13,156.44
LMD	127	WESTSIDE	Weekly	7,246.50	0.00	1,325.00	0.00	8,571.50	\$ 202.26	\$ 36.98	\$ 72.35	\$ 311.60	\$ 3,739.20
LMD	129	WESTSIDE	Weekly	30,381.50	0.00	52,568.55	0.00	82,950.05	\$ 848.01	\$ 1,467.29	\$ 700.18	\$ 3,015.48	\$ 36,185.80
LMD	143	WESTSIDE	Weekly	0.00	0.00	9,113.50	0.00	9,113.50	\$ -	\$ 254.38	\$ 76.93	\$ 331.30	\$ 3,975.64
LMD	160	WESTSIDE	Weekly	5,297.50	0.00	20,510.00	0.00	25,807.50	\$ 147.86	\$ 572.48	\$ 217.84	\$ 938.18	\$ 11,258.16
LMD	244	WESTSIDE	Weekly	2,663.00	0.00	2,309.00	0.00	4,972.00	\$ 74.33	\$ 64.45	\$ 41.97	\$ 180.75	\$ 2,168.97
LMD	245	WESTSIDE	Weekly	2,460.00	0.00	92,465.50	0.00	94,925.50	\$ 68.66	\$ 2,580.90	\$ 801.27	\$ 3,450.83	\$ 41,409.92
LMD	247	WESTSIDE	Weekly	0.00	0.00	20,038.50	0.00	20,038.50	\$ -	\$ 559.31	\$ 169.14	\$ 728.46	\$ 8,741.52
LMD	24-5	WESTSIDE	Weekly	0.00	0.00	18,474.50	0.00	18,474.50	\$ -	\$ 515.66	\$ 155.94	\$ 671.60	\$ 8,059.24
LMD	24-6	WESTSIDE	Weekly	0.00	0.00	37,766.50	0.00	37,766.50	\$ -	\$ 1,054.14	\$ 318.79	\$ 1,372.93	\$ 16,475.11

EXHIBIT C
FEE SCHEDULE
LANDSCAPE ASSESSMENT DISTRICTS

Fiscal Year 2027-2028 (Year 5)

TYPE	ID	LOCATION	SERVICE FREQUENCY	TURF SQ. FT.	SLOPE SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
LMD	268-5	WESTSIDE	Weekly	0.00	0.00	15,270.00	0.00	15,270.00	\$ -	\$ 426.22	\$ 128.89	\$ 555.11	\$ 6,661.32
LMD	298	EASTSIDE	Weekly	0.00	0.00	44,706.00	0.00	44,706.00	\$ -	\$ 1,247.83	\$ 377.36	\$ 1,625.20	\$ 19,502.37
LMD	324	WESTSIDE	Weekly	0.00	0.00	7,868.00	0.00	7,868.00	\$ -	\$ 219.61	\$ 66.41	\$ 286.03	\$ 3,432.30
LMD	326	EASTSIDE	Weekly	0.00	0.00	2,950.00	0.00	2,950.00	\$ -	\$ 82.34	\$ 24.90	\$ 107.24	\$ 1,286.90
LMD	328	EASTSIDE	Weekly	0.00	0.00	16,036.00	0.00	16,036.00	\$ -	\$ 447.60	\$ 135.36	\$ 582.96	\$ 6,995.48
Totals	238			943,903.00	281,488.50	4,326,327.05	14,897.48	5,566,616.03	\$ 26,346.22	\$ 129,029.17	\$ 46,987.81	\$ 202,363.19	\$ 2,428,358.31

EXHIBIT D
FEE SCHEDULE
GENERAL BENEFIT LANDSCAPE AREAS FAIRWAY BUSINESS PARK

Fiscal Year 2024-2025 (Year 2)

TYPE	ID	SITE NAME	LOCATION DESCRIPTION	SERVICE FREQUENCY	TURF SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
GBA	1	ALBERTSON'S MEDIAN	50TH ST WEST S/O AVE N	Biweekly	0.00	5,456.00	0.00	5,456.00	\$ -	\$ 139.37	\$ 42.15	\$ 181.52	\$ 2,178.19
GBA	2	RANCHO VISTA MEDIANS	R.V.BLVD btw 15TH & 10TH WEST incl. ARMFIELD FRONTAGE PLANTER	Biweekly	0.00	25,380.00	0.00	25,380.00	\$ -	\$ 648.31	\$ 196.06	\$ 844.37	\$ 10,132.41
GBA	3	RANCHO VISTA MEDIANS	R.V.BLVD btw 10TH WEST & HWY 14	Biweekly	0.00	9,680.00	0.00	9,680.00	\$ -	\$ 247.27	\$ 74.78	\$ 322.04	\$ 3,864.53
GBA	4	RANCHO VISTA MEDIANS	R.V BLVD. btw HWY 14 & PD PROMENADE	Biweekly	0.00	15,315.00	0.00	15,315.00	\$ -	\$ 391.21	\$ 118.31	\$ 509.51	\$ 6,114.18
GBA	5	COUNTRY CLUB PLANTER	N/S of R.V BLVD. Btw. HWY 14 & COUNTRY CLUB DR.	Biweekly	0.00	23,532.00	0.00	23,532.00	\$ -	\$ 601.10	\$ 181.78	\$ 782.89	\$ 9,394.63
GBA	6	RANCHO VISTA MEDIAN	R.V.BLVD at FAIRWAY DR.	Biweekly	0.00	2,904.00	0.00	2,904.00	\$ -	\$ 74.18	\$ 22.43	\$ 96.61	\$ 1,159.36
GBA	7	DESERT SANDS TERRACE	S/S R.V. BLVD w/o 3RD ST EAST+ W/S 3RD ST EAST S/O R.V. BLVD	Biweekly	0.00	0.00	359.00	359.00	\$ -	\$ 9.17	\$ 2.77	\$ 11.94	\$ 143.32
GBA	8	10TH WEST MEDIANS	10TH WEST btw A.V. MALL AND DESTINATION O-8	Biweekly	0.00	13,085.00	0.00	13,085.00	\$ -	\$ 334.24	\$ 101.08	\$ 435.32	\$ 5,223.90
GBA	9	SIZZLER MEDIAN	10TH WEST N/O PALMDALE BLVD.	Biweekly	0.00	1,800.00	0.00	1,800.00	\$ -	\$ 45.98	\$ 13.91	\$ 59.88	\$ 718.61
GBA	10	PALMDALE BLVD MEDIANS	PALMDALE BLVD. btw 10th WEST & 5TH WEST	Biweekly	0.00	20,640.00	0.00	20,640.00	\$ -	\$ 527.23	\$ 159.44	\$ 686.67	\$ 8,240.07
GBA	11	MEDICAL CENTER DR.	MEDICAL CENTER DR. S/O PALMDALE BLVD	Biweekly	0.00	3,864.00	0.00	3,864.00	\$ -	\$ 98.70	\$ 29.85	\$ 128.55	\$ 1,542.62
GBA	12	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 5TH WEST & A.M./P.M.	Biweekly	0.00	9,056.00	0.00	9,056.00	\$ -	\$ 231.33	\$ 69.96	\$ 301.28	\$ 3,615.41
GBA	13	HWY 14 INTERCHANGES / MEDIAN	PALMDALE BLVD SE/O & NW/O HWY 14	Biweekly	0.00	325,503.00	0.00	325,503.00	\$ -	\$ 8,314.65	\$ 2,514.51	\$ 10,829.16	\$ 129,949.91
GBA	14	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw HWY 14 NORTH OFFRAMP & DIVISION ST	Biweekly	0.00	4,840.00	0.00	4,840.00	\$ -	\$ 123.63	\$ 37.39	\$ 161.02	\$ 1,932.26
GBA	15	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw DIVISION ST & 3RD ST EAST	Biweekly	0.00	2,400.00	0.00	2,400.00	\$ -	\$ 61.31	\$ 18.54	\$ 79.85	\$ 958.15
GBA	16	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 3RD ST EAST & 5TH ST EAST	Biweekly	0.00	3,336.00	0.00	3,336.00	\$ -	\$ 85.21	\$ 25.77	\$ 110.99	\$ 1,331.82
GBA	17	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 5TH ST EAST & 6TH ST EAST	Biweekly	0.00	1,595.00	0.00	1,595.00	\$ -	\$ 40.74	\$ 12.32	\$ 53.06	\$ 636.77
GBA	18	BLVD NORTH FRONTAGE PLANTER	N/S OF PALMDALE BLVD btw 3RD ST EAST & 5TH ST EAST	Biweekly	0.00	32,137.00	0.00	32,137.00	\$ -	\$ 820.91	\$ 248.26	\$ 1,069.17	\$ 12,829.99
GBA	19	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 9TH ST EAST & 10TH ST EAST	Biweekly	0.00	1,452.00	0.00	1,452.00	\$ -	\$ 37.09	\$ 11.22	\$ 48.31	\$ 579.68
GBA	20	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 10TH ST EAST & 10TH PL EAST	Biweekly	0.00	850.00	0.00	850.00	\$ -	\$ 21.71	\$ 6.57	\$ 28.28	\$ 339.34
GBA	21	BLVD NORTH FRONTAGE PLANTER	PALMDALE BLVD & POND AVE	Biweekly	0.00	0.00	128.00	128.00	\$ -	\$ 3.27	\$ 0.99	\$ 4.26	\$ 51.10
GBA	22	BLVD NORTH FRONTAGE PLANTER	PALMDALE BLVD & LONDON AVE	Biweekly	0.00	477.00	240.00	717.00	\$ -	\$ 18.32	\$ 5.54	\$ 23.85	\$ 286.25
GBA	23	SIERRA BIKE TRAIL	W/S SIERRA HWY S/O TECHNOLOGY DR	Biweekly	0.00	30,940.00	0.00	30,940.00	\$ -	\$ 790.33	\$ 239.01	\$ 1,029.34	\$ 12,352.11
GBA	24	SIERRA BIKE TRAIL	E/S OF SIERRA HWY btw RANCHO VISTA BLVD & AVE M	Biweekly	0.00	191,352.00	0.00	191,352.00	\$ -	\$ 4,887.90	\$ 1,478.19	\$ 6,366.09	\$ 76,393.08
GBA	25	SIERRA HWY MEDIAN	SIERRA HWY S/O AVE M AT NORTHROP GRUNMAN CREDIT UNION	Biweekly	0.00	3,000.00	0.00	3,000.00	\$ -	\$ 76.63	\$ 23.18	\$ 99.81	\$ 1,197.68
GBA	26	WEST PARK MEDIANS	WEST PARK DR & CORPORATE CT	Biweekly	0.00	6,348.00	0.00	6,348.00	\$ -	\$ 162.15	\$ 49.04	\$ 211.19	\$ 2,534.30
GBA	27	AUTOMALL WALL	OUTSIDE OF AUTOMALL E PERMITER WALL, ACCESS AT AVE Q/HWY 14	Biweekly	0.00	74,000.00	0.00	74,000.00	\$ -	\$ 1,890.26	\$ 571.65	\$ 2,461.91	\$ 29,542.87
GBA	28	AVE Q FRONTAGE RD PLANTERS	AVE Q NORTH & SOUTH FRONTAGE RD btw 3RD ST EAST & DIVISION ST ALLEY	Biweekly	0.00	0.00	1,532.00	1,532.00	\$ -	\$ 39.13	\$ 11.83	\$ 50.97	\$ 611.62
GBA	29	DIVISION ST FRONTAGE RD	E/S OF DIVISION ST btw AVE Q-10 & TAINTOR RD	Biweekly	0.00	0.00	96.00	96.00	\$ -	\$ 2.45	\$ 0.74	\$ 3.19	\$ 38.33

**EXHIBIT D
FEE SCHEDULE
GENERAL BENEFIT LANDSCAPE AREAS FAIRWAY BUSINESS PARK**

Fiscal Year 2024-2025 (Year 2)

TYPE	ID	SITE NAME	LOCATION DESCRIPTION	SERVICE FREQUENCY	TURF SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
GBA	30	20TH E & AVE R-8 BUFFER ZONE	N/W CORNER OF 20TH EAST & AVE R-8	Biweekly	0.00	61,820.00	0.00	61,820.00	\$ -	\$ 1,579.13	\$ 477.56	\$ 2,056.69	\$ 24,680.27
GBA	31	25TH E BUFFER ZONE	E/S OF 25TH EAST N & S SIDES AT DESERT OAK DR	Biweekly	0.00	103,720.00	0.00	103,720.00	\$ -	\$ 2,649.42	\$ 801.24	\$ 3,450.66	\$ 41,407.93
GBA	32	AVE R FRONTAGE RD PLANTER	S/S OF AVE R btw 25TH ST EAST & RUDALL AVE	Biweekly	0.00	4,036.00	240.00	4,276.00	\$ -	\$ 109.23	\$ 33.03	\$ 142.26	\$ 1,707.10
GBA	33	AVE R FRONTAGE RD PLANTER	S/S OF AVE R btw 28TH ST EAST & 29TH ST EAST	Biweekly	0.00	8,790.00	96.00	8,886.00	\$ -	\$ 226.98	\$ 68.64	\$ 295.63	\$ 3,547.54
GBA	34	AVE R VINE PLANTER	N/S OF AVE R btw 29TH ST EAST & 30TH ST EAST	Biweekly	0.00	1,392.00	0.00	1,392.00	\$ -	\$ 35.56	\$ 10.75	\$ 46.31	\$ 555.73
GBA	35	AVE R VINE PLANTER	N/S OF AVE R E/O & W/O LEMS FORD AVE	Biweekly	0.00	1,611.00	0.00	1,611.00	\$ -	\$ 41.15	\$ 12.44	\$ 53.60	\$ 643.16
GBA	36	47TH ST E FRONTAGE RD PLANTER	E/S OF 47TH ST EAST btw AVE R-11 & AVE R-12	Biweekly	0.00	445.50	176.00	621.50	\$ -	\$ 15.88	\$ 4.80	\$ 20.68	\$ 248.12
GBA	37	HWY 14 INTERCHANGE PLANTERS	BOTH SIDES OF AVE S AT HWY 14 W/O CALLE GRILLO	Biweekly	0.00	40,920.00	0.00	40,920.00	\$ -	\$ 1,045.26	\$ 316.11	\$ 1,361.37	\$ 16,336.41
GBA	38	AVE S BIKE TRAIL	S/S OF AVE S btw CALLE GRILLO & SIERRA HWY	Biweekly	0.00	131,612.00	0.00	131,612.00	\$ -	\$ 3,361.90	\$ 1,016.70	\$ 4,378.60	\$ 52,543.20
GBA	39	AVE S BIKE TRAIL	S/S OF AVE S btw SIERRA HWY & 200' E/O WINDY CREEK ST	Biweekly	11,394.00	21,949.00	0.00	33,343.00	\$ 291.05	\$ 560.67	\$ 257.57	\$ 1,109.29	\$ 13,311.46
GBA	40	AVE S MEDIAN	AVE S btw 10TH ST EAST & SWAN DR	Biweekly	0.00	7,095.00	0.00	7,095.00	\$ -	\$ 181.23	\$ 54.81	\$ 236.04	\$ 2,832.52
GBA	41	AVE S MEDIAN	AVE S btw SHEFFIELD DR & CASA VERDE DR	Biweekly	0.00	4,296.00	0.00	4,296.00	\$ -	\$ 109.74	\$ 33.19	\$ 142.92	\$ 1,715.08
GBA	42	AVE S BIKE TRAIL / SLOPES	S/S OF AVE S btw CASA VERDE DR & CEMENTARY RD	Biweekly	0.00	133,825.00	0.00	133,825.00	\$ -	\$ 3,418.43	\$ 1,033.80	\$ 4,452.22	\$ 53,426.69
GBA	43	AVE S MEDIAN	AVE S btw CASA VERDE DR & 20TH ST EAST	Biweekly	0.00	5,934.00	0.00	5,934.00	\$ -	\$ 151.58	\$ 45.84	\$ 197.42	\$ 2,369.02
GBA	44	AVE S MEDIAN	AVE S btw 20TH ST EAST & CEMENTARY RD	Biweekly	0.00	39,650.00	0.00	39,650.00	\$ -	\$ 1,012.82	\$ 306.30	\$ 1,319.12	\$ 15,829.39
GBA	45	AVE S MEDIAN	AVE S & 35TH ST EAST	Biweekly	0.00	7,890.00	0.00	7,890.00	\$ -	\$ 201.54	\$ 60.95	\$ 262.49	\$ 3,149.91
GBA	47	AVE S MEDIAN	AVE S AT 37th ST EAST DRYTOWN WATER PARK	Biweekly	0.00	6,398.00	0.00	6,398.00	\$ -	\$ 163.43	\$ 49.42	\$ 212.86	\$ 2,554.26
GBA	48	AVE S MEDIAN	AVE S & SPRINGFIELD ST	Biweekly	0.00	8,470.00	0.00	8,470.00	\$ -	\$ 216.36	\$ 65.43	\$ 281.79	\$ 3,381.46
GBA	49	AVE S MEDIAN	AVE S & 43RD ST EAST	Biweekly	0.00	7,544.00	0.00	7,544.00	\$ -	\$ 192.70	\$ 58.28	\$ 250.98	\$ 3,011.78
GBA	51	AVE S NORTH PLANTER / SLOPE	AVE S btw CASA VERDE DR & 20TH ST E + W/S OF 20TH E TO GABLEVIEW	Biweekly	0.00	46,300.00	0.00	46,300.00	\$ -	\$ 1,182.69	\$ 357.67	\$ 1,540.35	\$ 18,484.26
GBA	52	AVE S NORTH PLANTER / SLOPE	E/S OF 20TH ST E btw GABLE VIEW & AVE S + AVE S TO CEMENTARY RD	Biweekly	0.00	189,887.00	0.00	189,887.00	\$ -	\$ 4,850.47	\$ 1,466.88	\$ 6,317.35	\$ 75,808.21
GBA	53	AVE S VINE PLANTER	N/S OF AVE S btw 27TH ST EAST & 30TH ST EAST	Biweekly	0.00	2,530.00	0.00	2,530.00	\$ -	\$ 64.63	\$ 19.54	\$ 84.17	\$ 1,010.05
GBA	60	RANCHO VISTA MEDIANS	R.V.BLVD MEDIANS btw MARIE KERR PARK & 25TH ST WEST	Biweekly	0.00	7,810.00	0.00	7,810.00	\$ -	\$ 199.50	\$ 60.33	\$ 259.83	\$ 3,117.97
GBA	61	RANCHO VISTA MEDIANS	R.V.BLVD MEDIANS btw 25TH ST WEST & DUNBAR	Biweekly	0.00	20,996.00	0.00	20,996.00	\$ -	\$ 536.32	\$ 162.19	\$ 698.52	\$ 8,382.19
GBA	63	10TH ST EAST TREE PLANTERS	EASTSIDE & WESTSIDE OF 10TH ST EAST NORTH OF PALMDALE BLVD	Biweekly	0.00	144.00	0.00	144.00	\$ -	\$ 3.68	\$ 1.11	\$ 4.79	\$ 57.49
GBA	64	20TH ST EAST TREE PLANTERS	20TH ST EAST btw AVE Q-9 & AVE Q-12	Biweekly	0.00	180.00	0.00	180.00	\$ -	\$ 4.60	\$ 1.39	\$ 5.99	\$ 71.86
GBA	65	CIVIC CENTER PLANTERS / MEDIANS / ROUNDABOUTS	9TH ST EAST & 10TH ST EAST btw AVE Q-9, AVE Q-11 & AVE Q-12 CIVIC CENTER PLANTERS & MEDIANS	Biweekly	0.00	28,048.00	0.00	28,048.00	\$ -	\$ 716.46	\$ 216.67	\$ 933.13	\$ 11,197.55
GBA	66	47TH ST E AND PALMDALE BLVD ROUNDABOUT	PALMDALE BLVD AND 47TH ST EAST	Biweekly	0.00	14,100.00	0.00	14,100.00	\$ -	\$ 360.17	\$ 108.92	\$ 469.09	\$ 5,629.11
FBP	1	FAIRWAY BUSINESS PARK	S/S OF AVE O btw DIVISION ST & JODY LN (excludes US TOOL GROUP)	Biweekly	706.00	5,696.00	16.00	6,418.00	\$ 18.03	\$ 145.91	\$ 49.58	\$ 213.52	\$ 2,562.25
Totals	58				12,100.00	1,722,030.50	2,883.00	1,737,013.50	\$ 309.08	\$ 44,061.19	\$ 13,418.43	\$ 57,788.70	\$ 693,464.43

**EXHIBIT D
FEE SCHEDULE
GENERAL BENEFIT LANDSCAPE AREAS FAIRWAY BUSINESS PARK**

Fiscal Year 2025-2026 (Year 3)

TYPE	ID	SITE NAME	LOCATION DESCRIPTION	SERVICE FREQUENCY	TURF SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
GBA	1	ALBERTSON'S MEDIAN	50TH ST WEST S/O AVE N	Biweekly	0.00	5,456.00	0.00	5,456.00	\$ -	\$ 143.55	\$ 43.41	\$ 186.96	\$ 2,243.51
GBA	2	RANCHO VISTA MEDIANS	R.V.BLVD btw 15TH & 10TH WEST incl. ARMFIELD FRONTAGE PLANTER	Biweekly	0.00	25,380.00	0.00	25,380.00	\$ -	\$ 667.75	\$ 201.94	\$ 869.69	\$ 10,436.28
GBA	3	RANCHO VISTA MEDIANS	R.V.BLVD btw 10TH WEST & HWY 14	Biweekly	0.00	9,680.00	0.00	9,680.00	\$ -	\$ 254.68	\$ 77.02	\$ 331.70	\$ 3,980.43
GBA	4	RANCHO VISTA MEDIANS	R.V BLVD. btw HWY 14 & PD PROMENADE	Biweekly	0.00	15,315.00	0.00	15,315.00	\$ -	\$ 402.94	\$ 121.86	\$ 524.80	\$ 6,297.54
GBA	5	COUNTRY CLUB PLANTER	N/S of R.V BLVD. Btw. HWY 14 & COUNTRY CLUB DR.	Biweekly	0.00	23,532.00	0.00	23,532.00	\$ -	\$ 619.13	\$ 187.24	\$ 806.37	\$ 9,676.38
GBA	6	RANCHO VISTA MEDIAN	R.V.BLVD at FAIRWAY DR.	Biweekly	0.00	2,904.00	0.00	2,904.00	\$ -	\$ 76.40	\$ 23.11	\$ 99.51	\$ 1,194.13
GBA	7	DESERT SANDS TERRACE	S/S R.V. BLVD w/o 3RD ST EAST+ W/S 3RD ST EAST S/O R.V. BLVD	Biweekly	0.00	0.00	359.00	359.00	\$ -	\$ 9.45	\$ 2.86	\$ 12.30	\$ 147.62
GBA	8	10TH WEST MEDIANS	10TH WEST btw A.V. MALL AND DESTINATION O-8	Biweekly	0.00	13,085.00	0.00	13,085.00	\$ -	\$ 344.27	\$ 104.11	\$ 448.38	\$ 5,380.57
GBA	9	SIZZLER MEDIAN	10TH WEST N/O PALMDALE BLVD.	Biweekly	0.00	1,800.00	0.00	1,800.00	\$ -	\$ 47.36	\$ 14.32	\$ 61.68	\$ 740.16
GBA	10	PALMDALE BLVD MEDIANS	PALMDALE BLVD. btw 10th WEST & 5TH WEST	Biweekly	0.00	20,640.00	0.00	20,640.00	\$ -	\$ 543.04	\$ 164.23	\$ 707.27	\$ 8,487.19
GBA	11	MEDICAL CENTER DR.	MEDICAL CENTER DR. S/O PALMDALE BLVD	Biweekly	0.00	3,864.00	0.00	3,864.00	\$ -	\$ 101.66	\$ 30.74	\$ 132.41	\$ 1,588.88
GBA	12	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 5TH WEST & A.M./P.M.	Biweekly	0.00	9,056.00	0.00	9,056.00	\$ -	\$ 238.26	\$ 72.06	\$ 310.32	\$ 3,723.84
GBA	13	HWY 14 INTERCHANGES / MEDIAN	PALMDALE BLVD SE/O & NW/O HWY 14	Biweekly	0.00	325,503.00	0.00	325,503.00	\$ -	\$ 8,563.98	\$ 2,589.95	\$ 11,153.93	\$ 133,847.16
GBA	14	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw HWY 14 NORTH OFFRAMP & DIVISION ST	Biweekly	0.00	4,840.00	0.00	4,840.00	\$ -	\$ 127.34	\$ 38.51	\$ 165.85	\$ 1,990.21
GBA	15	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw DIVISION ST & 3RD ST EAST	Biweekly	0.00	2,400.00	0.00	2,400.00	\$ -	\$ 63.14	\$ 19.10	\$ 82.24	\$ 986.88
GBA	16	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 3RD ST EAST & 5TH ST EAST	Biweekly	0.00	3,336.00	0.00	3,336.00	\$ -	\$ 87.77	\$ 26.54	\$ 114.31	\$ 1,371.77
GBA	17	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 5TH ST EAST & 6TH ST EAST	Biweekly	0.00	1,595.00	0.00	1,595.00	\$ -	\$ 41.96	\$ 12.69	\$ 54.66	\$ 655.87
GBA	18	BLVD NORTH FRONTAGE PLANTER	N/S OF PALMDALE BLVD btw 3RD ST EAST & 5TH ST EAST	Biweekly	0.00	32,137.00	0.00	32,137.00	\$ -	\$ 845.52	\$ 255.71	\$ 1,101.23	\$ 13,214.77
GBA	19	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 9TH ST EAST & 10TH ST EAST	Biweekly	0.00	1,452.00	0.00	1,452.00	\$ -	\$ 38.20	\$ 11.55	\$ 49.76	\$ 597.06
GBA	20	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 10TH ST EAST & 10TH PL EAST	Biweekly	0.00	850.00	0.00	850.00	\$ -	\$ 22.36	\$ 6.76	\$ 29.13	\$ 349.52
GBA	21	BLVD NORTH FRONTAGE PLANTER	PALMDALE BLVD & POND AVE	Biweekly	0.00	0.00	128.00	128.00	\$ -	\$ 3.37	\$ 1.02	\$ 4.39	\$ 52.63
GBA	22	BLVD NORTH FRONTAGE PLANTER	PALMDALE BLVD & LONDON AVE	Biweekly	0.00	477.00	240.00	717.00	\$ -	\$ 18.86	\$ 5.70	\$ 24.57	\$ 294.83
GBA	23	SIERRA BIKE TRAIL	W/S SIERRA HWY S/O TECHNOLOGY DR	Biweekly	0.00	30,940.00	0.00	30,940.00	\$ -	\$ 814.03	\$ 246.18	\$ 1,060.21	\$ 12,722.56
GBA	24	SIERRA BIKE TRAIL	E/S OF SIERRA HWY btw RANCHO VISTA BLVD & AVE M	Biweekly	0.00	191,352.00	0.00	191,352.00	\$ -	\$ 5,034.47	\$ 1,522.54	\$ 6,557.01	\$ 78,684.13
GBA	25	SIERRA HWY MEDIAN	SIERRA HWY S/O AVE M AT NORTHROP GRUNMAN CREDIT UNION	Biweekly	0.00	3,000.00	0.00	3,000.00	\$ -	\$ 78.93	\$ 23.87	\$ 102.80	\$ 1,233.60
GBA	26	WEST PARK MEDIANS	WEST PARK DR & CORPORATE CT	Biweekly	0.00	6,348.00	0.00	6,348.00	\$ -	\$ 167.02	\$ 50.51	\$ 217.53	\$ 2,610.30
GBA	27	AUTOMALL WALL	OUTSIDE OF AUTOMALL E PERMITER WALL, ACCESS AT AVE Q/HWY 14	Biweekly	0.00	74,000.00	0.00	74,000.00	\$ -	\$ 1,946.94	\$ 588.80	\$ 2,535.74	\$ 30,428.87
GBA	28	AVE Q FRONTAGE RD PLANTERS	AVE Q NORTH & SOUTH FRONTAGE RD btw 3RD ST EAST & DIVISION ST ALLEY	Biweekly	0.00	0.00	1,532.00	1,532.00	\$ -	\$ 40.31	\$ 12.19	\$ 52.50	\$ 629.96
GBA	29	DIVISION ST FRONTAGE RD	E/S OF DIVISION ST btw AVE Q-10 & TAINTOR RD	Biweekly	0.00	0.00	96.00	96.00	\$ -	\$ 2.53	\$ 0.76	\$ 3.29	\$ 39.48

**EXHIBIT D
FEE SCHEDULE
GENERAL BENEFIT LANDSCAPE AREAS FAIRWAY BUSINESS PARK**

Fiscal Year 2025-2026 (Year 3)

TYPE	ID	SITE NAME	LOCATION DESCRIPTION	SERVICE FREQUENCY	TURF SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
GBA	30	20TH E & AVE R-8 BUFFER ZONE	N/W CORNER OF 20TH EAST & AVE R-8	Biweekly	0.00	61,820.00	0.00	61,820.00	\$ -	\$ 1,626.48	\$ 491.89	\$ 2,118.37	\$ 25,420.45
GBA	31	25TH E BUFFER ZONE	E/S OF 25TH EAST N & S SIDES AT DESERT OAK DR	Biweekly	0.00	103,720.00	0.00	103,720.00	\$ -	\$ 2,728.87	\$ 825.27	\$ 3,554.15	\$ 42,649.77
GBA	32	AVE R FRONTAGE RD PLANTER	S/S OF AVE R btw 25TH ST EAST & RUDALL AVE	Biweekly	0.00	4,036.00	240.00	4,276.00	\$ -	\$ 112.50	\$ 34.02	\$ 146.52	\$ 1,758.30
GBA	33	AVE R FRONTAGE RD PLANTER	S/S OF AVE R btw 28TH ST EAST & 29TH ST EAST	Biweekly	0.00	8,790.00	96.00	8,886.00	\$ -	\$ 233.79	\$ 70.70	\$ 304.49	\$ 3,653.93
GBA	34	AVE R VINE PLANTER	N/S OF AVE R btw 29TH ST EAST & 30TH ST EAST	Biweekly	0.00	1,392.00	0.00	1,392.00	\$ -	\$ 36.62	\$ 11.08	\$ 47.70	\$ 572.39
GBA	35	AVE R VINE PLANTER	N/S OF AVE R E/O & W/O LEMS FORD AVE	Biweekly	0.00	1,611.00	0.00	1,611.00	\$ -	\$ 42.39	\$ 12.82	\$ 55.20	\$ 662.44
GBA	36	47TH ST E FRONTAGE RD PLANTER	E/S OF 47TH ST EAST btw AVE R-11 & AVE R-12	Biweekly	0.00	445.50	176.00	621.50	\$ -	\$ 16.35	\$ 4.95	\$ 21.30	\$ 255.56
GBA	37	HWY 14 INTERCHANGE PLANTERS	BOTH SIDES OF AVE S AT HWY 14 W/O CALLE GRILLO	Biweekly	0.00	40,920.00	0.00	40,920.00	\$ -	\$ 1,076.61	\$ 325.59	\$ 1,402.20	\$ 16,826.34
GBA	38	AVE S BIKE TRAIL	S/S OF AVE S btw CALLE GRILLO & SIERRA HWY	Biweekly	0.00	131,612.00	0.00	131,612.00	\$ -	\$ 3,462.71	\$ 1,047.20	\$ 4,509.92	\$ 54,118.99
GBA	39	AVE S BIKE TRAIL	S/S OF AVE S btw SIERRA HWY & 200' E/O WINDY CREEK ST	Biweekly	11,394.00	21,949.00	0.00	33,343.00	\$ 299.78	\$ 577.48	\$ 265.30	\$ 1,142.56	\$ 13,710.67
GBA	40	AVE S MEDIAN	AVE S btw 10TH ST EAST & SWAN DR	Biweekly	0.00	7,095.00	0.00	7,095.00	\$ -	\$ 186.67	\$ 56.45	\$ 243.12	\$ 2,917.47
GBA	41	AVE S MEDIAN	AVE S btw SHEFFIELD DR & CASA VERDE DR	Biweekly	0.00	4,296.00	0.00	4,296.00	\$ -	\$ 113.03	\$ 34.18	\$ 147.21	\$ 1,766.52
GBA	42	AVE S BIKE TRAIL / SLOPES	S/S OF AVE S btw CASA VERDE DR & CEMENTARY RD	Biweekly	0.00	133,825.00	0.00	133,825.00	\$ -	\$ 3,520.94	\$ 1,064.81	\$ 4,585.75	\$ 55,028.97
GBA	43	AVE S MEDIAN	AVE S btw CASA VERDE DR & 20TH ST EAST	Biweekly	0.00	5,934.00	0.00	5,934.00	\$ -	\$ 156.12	\$ 47.22	\$ 203.34	\$ 2,440.07
GBA	44	AVE S MEDIAN	AVE S btw 20TH ST EAST & CEMENTARY RD	Biweekly	0.00	39,650.00	0.00	39,650.00	\$ -	\$ 1,043.19	\$ 315.49	\$ 1,358.68	\$ 16,304.12
GBA	45	AVE S MEDIAN	AVE S & 35TH ST EAST	Biweekly	0.00	7,890.00	0.00	7,890.00	\$ -	\$ 207.59	\$ 62.78	\$ 270.36	\$ 3,244.38
GBA	47	AVE S MEDIAN	AVE S AT 37th ST EAST DRYTOWN WATER PARK	Biweekly	0.00	6,398.00	0.00	6,398.00	\$ -	\$ 168.33	\$ 50.91	\$ 219.24	\$ 2,630.86
GBA	48	AVE S MEDIAN	AVE S & SPRINGFIELD ST	Biweekly	0.00	8,470.00	0.00	8,470.00	\$ -	\$ 222.85	\$ 67.39	\$ 290.24	\$ 3,482.87
GBA	49	AVE S MEDIAN	AVE S & 43RD ST EAST	Biweekly	0.00	7,544.00	0.00	7,544.00	\$ -	\$ 198.48	\$ 60.03	\$ 258.51	\$ 3,102.10
GBA	51	AVE S NORTH PLANTER / SLOPE	AVE S btw CASA VERDE DR & 20TH ST E + W/S OF 20TH E TO GABLEVIEW	Biweekly	0.00	46,300.00	0.00	46,300.00	\$ -	\$ 1,218.15	\$ 368.40	\$ 1,586.55	\$ 19,038.61
GBA	52	AVE S NORTH PLANTER / SLOPE	E/S OF 20TH ST E btw GABLE VIEW & AVE S + AVE S TO CEMENTARY RD	Biweekly	0.00	189,887.00	0.00	189,887.00	\$ -	\$ 4,995.93	\$ 1,510.88	\$ 6,506.81	\$ 78,081.72
GBA	53	AVE S VINE PLANTER	N/S OF AVE S btw 27TH ST EAST & 30TH ST EAST	Biweekly	0.00	2,530.00	0.00	2,530.00	\$ -	\$ 66.56	\$ 20.13	\$ 86.69	\$ 1,040.34
GBA	60	RANCHO VISTA MEDIANS	R.V.BLVD MEDIANS btw MARIE KERR PARK & 25TH ST WEST	Biweekly	0.00	7,810.00	0.00	7,810.00	\$ -	\$ 205.48	\$ 62.14	\$ 267.62	\$ 3,211.48
GBA	61	RANCHO VISTA MEDIANS	R.V.BLVD MEDIANS btw 25TH ST WEST & DUNBAR	Biweekly	0.00	20,996.00	0.00	20,996.00	\$ -	\$ 552.40	\$ 167.06	\$ 719.46	\$ 8,633.58
GBA	63	10TH ST EAST TREE PLANTERS	EASTSIDE & WESTSIDE OF 10TH ST EAST NORTH OF PALMDALE BLVD	Biweekly	0.00	144.00	0.00	144.00	\$ -	\$ 3.79	\$ 1.15	\$ 4.93	\$ 59.21
GBA	64	20TH ST EAST TREE PLANTERS	20TH ST EAST btw AVE Q-9 & AVE Q-12	Biweekly	0.00	180.00	0.00	180.00	\$ -	\$ 4.74	\$ 1.43	\$ 6.17	\$ 74.02
GBA	65	CIVIC CENTER PLANTERS / MEDIANS / ROUNDABOUTS	9TH ST EAST & 10TH ST EAST btw AVE Q-9, AVE Q-11 & AVE Q-12 CIVIC CENTER PLANTERS & MEDIANS	Biweekly	0.00	28,048.00	0.00	28,048.00	\$ -	\$ 737.94	\$ 223.17	\$ 961.11	\$ 11,533.37
GBA	66	47TH ST E AND PALMDALE BLVD ROUNDABOUT	PALMDALE BLVD AND 47TH ST EAST	Biweekly	0.00	14,100.00	0.00	14,100.00	\$ -	\$ 370.97	\$ 112.19	\$ 483.16	\$ 5,797.93
FBP	1	FAIRWAY BUSINESS PARK	S/S OF AVE O btw DIVISION ST & JODY LN (excludes US TOOL GROUP)	Biweekly	706.00	5,696.00	16.00	6,418.00	\$ 18.57	\$ 150.28	\$ 51.07	\$ 219.92	\$ 2,639.09
Totals	58				12,100.00	1,722,030.50	2,883.00	1,737,013.50	\$ 318.35	\$ 45,382.47	\$ 13,820.98	\$ 59,521.81	\$ 714,261.69

**EXHIBIT D
FEE SCHEDULE**
GENERAL BENEFIT LANDSCAPE AREAS FAIRWAY BUSINESS PARK

Fiscal Year 2026-2027 (Year 4)

TYPE	ID	SITE NAME	LOCATION DESCRIPTION	SERVICE FREQUENCY	TURF SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
GBA	1	ALBERTSON'S MEDIAN	50TH ST WEST S/O AVE N	Biweekly	0.00	5,456.00	0.00	5,456.00	\$ -	\$ 147.85	\$ 44.71	\$ 192.56	\$ 2,310.77
GBA	2	RANCHO VISTA MEDIANS	R.V.BLVD btw 15TH & 10TH WEST incl. ARMFIELD FRONTAGE PLANTER	Biweekly	0.00	25,380.00	0.00	25,380.00	\$ -	\$ 687.77	\$ 207.99	\$ 895.76	\$ 10,749.14
GBA	3	RANCHO VISTA MEDIANS	R.V.BLVD btw 10TH WEST & HWY 14	Biweekly	0.00	9,680.00	0.00	9,680.00	\$ -	\$ 262.32	\$ 79.33	\$ 341.65	\$ 4,099.75
GBA	4	RANCHO VISTA MEDIANS	R.V BLVD. btw HWY 14 & PD PROMENADE	Biweekly	0.00	15,315.00	0.00	15,315.00	\$ -	\$ 415.02	\$ 125.51	\$ 540.53	\$ 6,486.33
GBA	5	COUNTRY CLUB PLANTER	N/S of R.V BLVD. Btw. HWY 14 & COUNTRY CLUB DR.	Biweekly	0.00	23,532.00	0.00	23,532.00	\$ -	\$ 637.69	\$ 192.84	\$ 830.54	\$ 9,966.46
GBA	6	RANCHO VISTA MEDIAN	R.V.BLVD at FAIRWAY DR.	Biweekly	0.00	2,904.00	0.00	2,904.00	\$ -	\$ 78.70	\$ 23.80	\$ 102.49	\$ 1,229.93
GBA	7	DESERT SANDS TERRACE	S/S R.V. BLVD w/o 3RD ST EAST+ W/S 3RD ST EAST S/O R.V. BLVD	Biweekly	0.00	0.00	359.00	359.00	\$ -	\$ 9.73	\$ 2.94	\$ 12.67	\$ 152.05
GBA	8	10TH WEST MEDIANS	10TH WEST btw A.V. MALL AND DESTINATION O-8	Biweekly	0.00	13,085.00	0.00	13,085.00	\$ -	\$ 354.59	\$ 107.23	\$ 461.82	\$ 5,541.86
GBA	9	SIZZLER MEDIAN	10TH WEST N/O PALMDALE BLVD.	Biweekly	0.00	1,800.00	0.00	1,800.00	\$ -	\$ 48.78	\$ 14.75	\$ 63.53	\$ 762.35
GBA	10	PALMDALE BLVD MEDIANS	PALMDALE BLVD. btw 10th WEST & 5TH WEST	Biweekly	0.00	20,640.00	0.00	20,640.00	\$ -	\$ 559.32	\$ 169.14	\$ 728.47	\$ 8,741.62
GBA	11	MEDICAL CENTER DR.	MEDICAL CENTER DR. S/O PALMDALE BLVD	Biweekly	0.00	3,864.00	0.00	3,864.00	\$ -	\$ 104.71	\$ 31.67	\$ 136.38	\$ 1,636.51
GBA	12	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 5TH WEST & A.M./P.M.	Biweekly	0.00	9,056.00	0.00	9,056.00	\$ -	\$ 245.41	\$ 74.21	\$ 319.62	\$ 3,835.47
GBA	13	HWY 14 INTERCHANGES / MEDIAN	PALMDALE BLVD SE/O & NW/O HWY 14	Biweekly	0.00	325,503.00	0.00	325,503.00	\$ -	\$ 8,820.81	\$ 2,667.50	\$ 11,488.30	\$ 137,859.63
GBA	14	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw HWY 14 NORTH OFFRAMP & DIVISION ST	Biweekly	0.00	4,840.00	0.00	4,840.00	\$ -	\$ 131.16	\$ 39.66	\$ 170.82	\$ 2,049.88
GBA	15	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw DIVISION ST & 3RD ST EAST	Biweekly	0.00	2,400.00	0.00	2,400.00	\$ -	\$ 65.04	\$ 19.67	\$ 84.71	\$ 1,016.47
GBA	16	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 3RD ST EAST & 5TH ST EAST	Biweekly	0.00	3,336.00	0.00	3,336.00	\$ -	\$ 90.40	\$ 27.34	\$ 117.74	\$ 1,412.89
GBA	17	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 5TH ST EAST & 6TH ST EAST	Biweekly	0.00	1,595.00	0.00	1,595.00	\$ -	\$ 43.22	\$ 13.07	\$ 56.29	\$ 675.53
GBA	18	BLVD NORTH FRONTAGE PLANTER	N/S OF PALMDALE BLVD btw 3RD ST EAST & 5TH ST EAST	Biweekly	0.00	32,137.00	0.00	32,137.00	\$ -	\$ 870.88	\$ 263.36	\$ 1,134.24	\$ 13,610.92
GBA	19	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 9TH ST EAST & 10TH ST EAST	Biweekly	0.00	1,452.00	0.00	1,452.00	\$ -	\$ 39.35	\$ 11.90	\$ 51.25	\$ 614.96
GBA	20	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 10TH ST EAST & 10TH PL EAST	Biweekly	0.00	850.00	0.00	850.00	\$ -	\$ 23.03	\$ 6.97	\$ 30.00	\$ 360.00
GBA	21	BLVD NORTH FRONTAGE PLANTER	PALMDALE BLVD & POND AVE	Biweekly	0.00	0.00	128.00	128.00	\$ -	\$ 3.47	\$ 1.05	\$ 4.52	\$ 54.21
GBA	22	BLVD NORTH FRONTAGE PLANTER	PALMDALE BLVD & LONDON AVE	Biweekly	0.00	477.00	240.00	717.00	\$ -	\$ 19.43	\$ 5.88	\$ 25.31	\$ 303.67
GBA	23	SIERRA BIKE TRAIL	W/S SIERRA HWY S/O TECHNOLOGY DR	Biweekly	0.00	30,940.00	0.00	30,940.00	\$ -	\$ 838.44	\$ 253.55	\$ 1,092.00	\$ 13,103.96
GBA	24	SIERRA BIKE TRAIL	E/S OF SIERRA HWY btw RANCHO VISTA BLVD & AVE M	Biweekly	0.00	191,352.00	0.00	191,352.00	\$ -	\$ 5,185.45	\$ 1,568.13	\$ 6,753.58	\$ 81,042.93
GBA	25	SIERRA HWY MEDIAN	SIERRA HWY S/O AVE M AT NORTHROP GRUNMAN CREDIT UNION	Biweekly	0.00	3,000.00	0.00	3,000.00	\$ -	\$ 81.30	\$ 24.59	\$ 105.88	\$ 1,270.58
GBA	26	WEST PARK MEDIANS	WEST PARK DR & CORPORATE CT	Biweekly	0.00	6,348.00	0.00	6,348.00	\$ -	\$ 172.02	\$ 52.02	\$ 224.05	\$ 2,688.56
GBA	27	AUTOMALL WALL	OUTSIDE OF AUTOMALL E PERMITER WALL, ACCESS AT AVE Q/HWY 14	Biweekly	0.00	74,000.00	0.00	74,000.00	\$ -	\$ 2,005.33	\$ 606.43	\$ 2,611.76	\$ 31,341.07
GBA	28	AVE Q FRONTAGE RD PLANTERS	AVE Q NORTH & SOUTH FRONTAGE RD btw 3RD ST EAST & DIVISION ST ALLEY	Biweekly	0.00	0.00	1,532.00	1,532.00	\$ -	\$ 41.52	\$ 12.55	\$ 54.07	\$ 648.84
GBA	29	DIVISION ST FRONTAGE RD	E/S OF DIVISION ST btw AVE Q-10 & TAINTOR RD	Biweekly	0.00	0.00	96.00	96.00	\$ -	\$ 2.60	\$ 0.79	\$ 3.39	\$ 40.66

**EXHIBIT D
FEE SCHEDULE
GENERAL BENEFIT LANDSCAPE AREAS FAIRWAY BUSINESS PARK**

Fiscal Year 2026-2027 (Year 4)

TYPE	ID	SITE NAME	LOCATION DESCRIPTION	SERVICE FREQUENCY	TURF SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
GBA	30	20TH E & AVE R-8 BUFFER ZONE	N/W CORNER OF 20TH EAST & AVE R-8	Biweekly	0.00	61,820.00	0.00	61,820.00	\$ -	\$ 1,675.26	\$ 506.61	\$ 2,181.88	\$ 26,182.50
GBA	31	25TH E BUFFER ZONE	E/S OF 25TH EAST N & S SIDES AT DESERT OAK DR	Biweekly	0.00	103,720.00	0.00	103,720.00	\$ -	\$ 2,810.71	\$ 849.99	\$ 3,660.69	\$ 43,928.32
GBA	32	AVE R FRONTAGE RD PLANTER	S/S OF AVE R btw 25TH ST EAST & RUDALL AVE	Biweekly	0.00	4,036.00	240.00	4,276.00	\$ -	\$ 115.88	\$ 35.04	\$ 150.92	\$ 1,811.01
GBA	33	AVE R FRONTAGE RD PLANTER	S/S OF AVE R btw 28TH ST EAST & 29TH ST EAST	Biweekly	0.00	8,790.00	96.00	8,886.00	\$ -	\$ 240.80	\$ 72.82	\$ 313.62	\$ 3,763.47
GBA	34	AVE R VINE PLANTER	N/S OF AVE R btw 29TH ST EAST & 30TH ST EAST	Biweekly	0.00	1,392.00	0.00	1,392.00	\$ -	\$ 37.72	\$ 11.41	\$ 49.13	\$ 589.55
GBA	35	AVE R VINE PLANTER	N/S OF AVE R E/O & W/O LEMS FORD AVE	Biweekly	0.00	1,611.00	0.00	1,611.00	\$ -	\$ 43.66	\$ 13.20	\$ 56.86	\$ 682.30
GBA	36	47TH ST E FRONTAGE RD PLANTER	E/S OF 47TH ST EAST btw AVE R-11 & AVE R-12	Biweekly	0.00	445.50	176.00	621.50	\$ -	\$ 16.84	\$ 5.09	\$ 21.94	\$ 263.22
GBA	37	HWY 14 INTERCHANGE PLANTERS	BOTH SIDES OF AVE S AT HWY 14 W/O CALLE GRILLO	Biweekly	0.00	40,920.00	0.00	40,920.00	\$ -	\$ 1,108.89	\$ 335.34	\$ 1,444.23	\$ 17,330.77
GBA	38	AVE S BIKE TRAIL	S/S OF AVE S btw CALLE GRILLO & SIERRA HWY	Biweekly	0.00	131,612.00	0.00	131,612.00	\$ -	\$ 3,566.55	\$ 1,078.56	\$ 4,645.11	\$ 55,741.37
GBA	39	AVE S BIKE TRAIL	S/S OF AVE S btw SIERRA HWY & 200' E/O WINDY CREEK ST	Biweekly	11,394.00	21,949.00	0.00	33,343.00	\$ 308.77	\$ 594.80	\$ 273.25	\$ 1,176.81	\$ 14,121.69
GBA	40	AVE S MEDIAN	AVE S btw 10TH ST EAST & SWAN DR	Biweekly	0.00	7,095.00	0.00	7,095.00	\$ -	\$ 192.27	\$ 58.14	\$ 250.41	\$ 3,004.93
GBA	41	AVE S MEDIAN	AVE S btw SHEFFIELD DR & CASA VERDE DR	Biweekly	0.00	4,296.00	0.00	4,296.00	\$ -	\$ 116.42	\$ 35.21	\$ 151.62	\$ 1,819.48
GBA	42	AVE S BIKE TRAIL / SLOPES	S/S OF AVE S btw CASA VERDE DR & CEMENTARY RD	Biweekly	0.00	133,825.00	0.00	133,825.00	\$ -	\$ 3,626.52	\$ 1,096.70	\$ 4,723.22	\$ 56,678.63
GBA	43	AVE S MEDIAN	AVE S btw CASA VERDE DR & 20TH ST EAST	Biweekly	0.00	5,934.00	0.00	5,934.00	\$ -	\$ 160.81	\$ 48.63	\$ 209.43	\$ 2,513.22
GBA	44	AVE S MEDIAN	AVE S btw 20TH ST EAST & CEMENTARY RD	Biweekly	0.00	39,650.00	0.00	39,650.00	\$ -	\$ 1,074.48	\$ 324.93	\$ 1,399.41	\$ 16,792.89
GBA	45	AVE S MEDIAN	AVE S & 35TH ST EAST	Biweekly	0.00	7,890.00	0.00	7,890.00	\$ -	\$ 213.81	\$ 64.66	\$ 278.47	\$ 3,341.64
GBA	47	AVE S MEDIAN	AVE S AT 37th ST EAST DRYTOWN WATER PARK	Biweekly	0.00	6,398.00	0.00	6,398.00	\$ -	\$ 173.38	\$ 52.43	\$ 225.81	\$ 2,709.73
GBA	48	AVE S MEDIAN	AVE S & SPRINGFIELD ST	Biweekly	0.00	8,470.00	0.00	8,470.00	\$ -	\$ 229.53	\$ 69.41	\$ 298.94	\$ 3,587.28
GBA	49	AVE S MEDIAN	AVE S & 43RD ST EAST	Biweekly	0.00	7,544.00	0.00	7,544.00	\$ -	\$ 204.43	\$ 61.82	\$ 266.26	\$ 3,195.10
GBA	51	AVE S NORTH PLANTER / SLOPE	AVE S btw CASA VERDE DR & 20TH ST E + W/S OF 20TH E TO GABLEVIEW	Biweekly	0.00	46,300.00	0.00	46,300.00	\$ -	\$ 1,254.68	\$ 379.43	\$ 1,634.11	\$ 19,609.35
GBA	52	AVE S NORTH PLANTER / SLOPE	E/S OF 20TH ST E btw GABLE VIEW & AVE S + AVE S TO CEMENTARY RD	Biweekly	0.00	189,887.00	0.00	189,887.00	\$ -	\$ 5,145.75	\$ 1,556.12	\$ 6,701.87	\$ 80,422.46
GBA	53	AVE S VINE PLANTER	N/S OF AVE S btw 27TH ST EAST & 30TH ST EAST	Biweekly	0.00	2,530.00	0.00	2,530.00	\$ -	\$ 68.56	\$ 20.73	\$ 89.29	\$ 1,071.53
GBA	60	RANCHO VISTA MEDIANS	R.V.BLVD MEDIANS btw MARIE KERR PARK & 25TH ST WEST	Biweekly	0.00	7,810.00	0.00	7,810.00	\$ -	\$ 211.64	\$ 64.00	\$ 275.65	\$ 3,307.75
GBA	61	RANCHO VISTA MEDIANS	R.V.BLVD MEDIANS btw 25TH ST WEST & DUNBAR	Biweekly	0.00	20,996.00	0.00	20,996.00	\$ -	\$ 568.97	\$ 172.06	\$ 741.03	\$ 8,892.39
GBA	63	10TH ST EAST TREE PLANTERS	EASTSIDE & WESTSIDE OF 10TH ST EAST NORTH OF PALMDALE BLVD	Biweekly	0.00	144.00	0.00	144.00	\$ -	\$ 3.90	\$ 1.18	\$ 5.08	\$ 60.99
GBA	64	20TH ST EAST TREE PLANTERS	20TH ST EAST btw AVE Q-9 & AVE Q-12	Biweekly	0.00	180.00	0.00	180.00	\$ -	\$ 4.88	\$ 1.48	\$ 6.35	\$ 76.24
GBA	65	CIVIC CENTER PLANTERS / MEDIANS / ROUNDABOUTS	9TH ST EAST & 10TH ST EAST btw AVE Q-9, AVE Q-11 & AVE Q-12 CIVIC CENTER PLANTERS & MEDIANS	Biweekly	0.00	28,048.00	0.00	28,048.00	\$ -	\$ 760.07	\$ 229.85	\$ 989.93	\$ 11,879.11
GBA	66	47TH ST E AND PALMDALE BLVD ROUNDABOUT	PALMDALE BLVD AND 47TH ST EAST	Biweekly	0.00	14,100.00	0.00	14,100.00	\$ -	\$ 382.10	\$ 115.55	\$ 497.65	\$ 5,971.74
FBP	1	FAIRWAY BUSINESS PARK	S/S OF AVE O btw DIVISION ST & JODY LN (excludes US TOOL GROUP)	Biweekly	706.00	5,696.00	16.00	6,418.00	\$ 19.13	\$ 154.79	\$ 52.60	\$ 226.52	\$ 2,718.20
Totals	58				12,100.00	1,722,030.50	2,883.00	1,737,013.50	\$ 327.90	\$ 46,743.43	\$ 14,234.83	\$ 61,306.15	\$ 735,673.85

EXHIBIT D
FEE SCHEDULE
GENERAL BENEFIT LANDSCAPE AREAS FAIRWAY BUSINESS PARK

Fiscal Year 2027-2028 (Year 5)

TYPE	ID	SITE NAME	LOCATION DESCRIPTION	SERVICE FREQUENCY	TURF SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
GBA	1	ALBERTSON'S MEDIAN	50TH ST WEST S/O AVE N	Biweekly	0.00	5,456.00	0.00	5,456.00	\$ -	\$ 152.29	\$ 46.05	\$ 198.34	\$ 2,380.10
GBA	2	RANCHO VISTA MEDIANS	R.V.BLVD btw 15TH & 10TH WEST incl. ARMFIELD FRONTAGE PLANTER	Biweekly	0.00	25,380.00	0.00	25,380.00	\$ -	\$ 708.41	\$ 214.23	\$ 922.64	\$ 11,071.67
GBA	3	RANCHO VISTA MEDIANS	R.V.BLVD btw 10TH WEST & HWY 14	Biweekly	0.00	9,680.00	0.00	9,680.00	\$ -	\$ 270.19	\$ 81.71	\$ 351.90	\$ 4,222.76
GBA	4	RANCHO VISTA MEDIANS	R.V BLVD. btw HWY 14 & PD PROMENADE	Biweekly	0.00	15,315.00	0.00	15,315.00	\$ -	\$ 427.47	\$ 129.27	\$ 556.75	\$ 6,680.95
GBA	5	COUNTRY CLUB PLANTER	N/S of R.V BLVD. Btw. HWY 14 & COUNTRY CLUB DR.	Biweekly	0.00	23,532.00	0.00	23,532.00	\$ -	\$ 656.83	\$ 198.63	\$ 855.46	\$ 10,265.51
GBA	6	RANCHO VISTA MEDIAN	R.V.BLVD at FAIRWAY DR.	Biweekly	0.00	2,904.00	0.00	2,904.00	\$ -	\$ 81.06	\$ 24.51	\$ 105.57	\$ 1,266.83
GBA	7	DESERT SANDS TERRACE	S/S R.V. BLVD w/o 3RD ST EAST+ W/S 3RD ST EAST S/O R.V. BLVD	Biweekly	0.00	0.00	359.00	359.00	\$ -	\$ 10.02	\$ 3.03	\$ 13.05	\$ 156.61
GBA	8	10TH WEST MEDIANS	10TH WEST btw A.V. MALL AND DESTINATION O-8	Biweekly	0.00	13,085.00	0.00	13,085.00	\$ -	\$ 365.23	\$ 110.45	\$ 475.68	\$ 5,708.15
GBA	9	SIZZLER MEDIAN	10TH WEST N/O PALMDALE BLVD.	Biweekly	0.00	1,800.00	0.00	1,800.00	\$ -	\$ 50.24	\$ 15.19	\$ 65.44	\$ 785.22
GBA	10	PALMDALE BLVD MEDIANS	PALMDALE BLVD. btw 10th WEST & 5TH WEST	Biweekly	0.00	20,640.00	0.00	20,640.00	\$ -	\$ 576.10	\$ 174.22	\$ 750.33	\$ 9,003.91
GBA	11	MEDICAL CENTER DR.	MEDICAL CENTER DR. S/O PALMDALE BLVD	Biweekly	0.00	3,864.00	0.00	3,864.00	\$ -	\$ 107.85	\$ 32.62	\$ 140.47	\$ 1,685.62
GBA	12	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 5TH WEST & A.M./P.M.	Biweekly	0.00	9,056.00	0.00	9,056.00	\$ -	\$ 252.77	\$ 76.44	\$ 329.21	\$ 3,950.55
GBA	13	HWY 14 INTERCHANGES / MEDIAN	PALMDALE BLVD SE/O & NW/O HWY 14	Biweekly	0.00	325,503.00	0.00	325,503.00	\$ -	\$ 9,085.44	\$ 2,747.57	\$ 11,833.01	\$ 141,996.13
GBA	14	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw HWY 14 NORTH OFFRAMP & DIVISION ST	Biweekly	0.00	4,840.00	0.00	4,840.00	\$ -	\$ 135.09	\$ 40.85	\$ 175.95	\$ 2,111.38
GBA	15	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw DIVISION ST & 3RD ST EAST	Biweekly	0.00	2,400.00	0.00	2,400.00	\$ -	\$ 66.99	\$ 20.26	\$ 87.25	\$ 1,046.97
GBA	16	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 3RD ST EAST & 5TH ST EAST	Biweekly	0.00	3,336.00	0.00	3,336.00	\$ -	\$ 93.11	\$ 28.16	\$ 121.27	\$ 1,455.28
GBA	17	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 5TH ST EAST & 6TH ST EAST	Biweekly	0.00	1,595.00	0.00	1,595.00	\$ -	\$ 44.52	\$ 13.46	\$ 57.98	\$ 695.80
GBA	18	BLVD NORTH FRONTAGE PLANTER	N/S OF PALMDALE BLVD btw 3RD ST EAST & 5TH ST EAST	Biweekly	0.00	32,137.00	0.00	32,137.00	\$ -	\$ 897.01	\$ 271.27	\$ 1,168.28	\$ 14,019.32
GBA	19	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 9TH ST EAST & 10TH ST EAST	Biweekly	0.00	1,452.00	0.00	1,452.00	\$ -	\$ 40.53	\$ 12.26	\$ 52.78	\$ 633.41
GBA	20	PALMDALE BLVD MEDIAN	PALMDALE BLVD btw 10TH ST EAST & 10TH PL EAST	Biweekly	0.00	850.00	0.00	850.00	\$ -	\$ 23.73	\$ 7.17	\$ 30.90	\$ 370.80
GBA	21	BLVD NORTH FRONTAGE PLANTER	PALMDALE BLVD & POND AVE	Biweekly	0.00	0.00	128.00	128.00	\$ -	\$ 3.57	\$ 1.08	\$ 4.65	\$ 55.84
GBA	22	BLVD NORTH FRONTAGE PLANTER	PALMDALE BLVD & LONDON AVE	Biweekly	0.00	477.00	240.00	717.00	\$ -	\$ 20.01	\$ 6.05	\$ 26.07	\$ 312.78
GBA	23	SIERRA BIKE TRAIL	W/S SIERRA HWY S/O TECHNOLOGY DR	Biweekly	0.00	30,940.00	0.00	30,940.00	\$ -	\$ 863.60	\$ 261.16	\$ 1,124.76	\$ 13,497.14
GBA	24	SIERRA BIKE TRAIL	E/S OF SIERRA HWY btw RANCHO VISTA BLVD & AVE M	Biweekly	0.00	191,352.00	0.00	191,352.00	\$ -	\$ 5,341.02	\$ 1,615.20	\$ 6,956.22	\$ 83,474.63
GBA	25	SIERRA HWY MEDIAN	SIERRA HWY S/O AVE M AT NORTHROP GRUNMAN CREDIT UNION	Biweekly	0.00	3,000.00	0.00	3,000.00	\$ -	\$ 83.74	\$ 25.32	\$ 109.06	\$ 1,308.71
GBA	26	WEST PARK MEDIANS	WEST PARK DR & CORPORATE CT	Biweekly	0.00	6,348.00	0.00	6,348.00	\$ -	\$ 177.19	\$ 53.58	\$ 230.77	\$ 2,769.23
GBA	27	AUTOMALL WALL	OUTSIDE OF AUTOMALL E PERMITER WALL, ACCESS AT AVE Q/HWY 14	Biweekly	0.00	74,000.00	0.00	74,000.00	\$ -	\$ 2,065.49	\$ 624.63	\$ 2,690.12	\$ 32,281.46
GBA	28	AVE Q FRONTAGE RD PLANTERS	AVE Q NORTH & SOUTH FRONTAGE RD btw 3RD ST EAST & DIVISION ST ALLEY	Biweekly	0.00	0.00	1,532.00	1,532.00	\$ -	\$ 42.76	\$ 12.93	\$ 55.69	\$ 668.31
GBA	29	DIVISION ST FRONTAGE RD	E/S OF DIVISION ST btw AVE Q-10 & TAINTOR RD	Biweekly	0.00	0.00	96.00	96.00	\$ -	\$ 2.68	\$ 0.81	\$ 3.49	\$ 41.88

**EXHIBIT D
FEE SCHEDULE
GENERAL BENEFIT LANDSCAPE AREAS FAIRWAY BUSINESS PARK**

Fiscal Year 2027-2028 (Year 5)

TYPE	ID	SITE NAME	LOCATION DESCRIPTION	SERVICE FREQUENCY	TURF SQ. FT.	PLANTER SQ. FT.	NICHE SQ. FT.	TOTAL LANDSCAPE SQ. FT.	TURF MONTHLY COST	PLANTER / NICHE MONTHLY COST	IRRIGATION MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
GBA	30	20TH E & AVE R-8 BUFFER ZONE	N/W CORNER OF 20TH EAST & AVE R-8	Biweekly	0.00	61,820.00	0.00	61,820.00	\$ -	\$ 1,725.52	\$ 521.82	\$ 2,247.34	\$ 26,968.11
GBA	31	25TH E BUFFER ZONE	E/S OF 25TH EAST N & S SIDES AT DESERT OAK DR	Biweekly	0.00	103,720.00	0.00	103,720.00	\$ -	\$ 2,895.03	\$ 875.50	\$ 3,770.53	\$ 45,246.40
GBA	32	AVE R FRONTAGE RD PLANTER	S/S OF AVE R btw 25TH ST EAST & RUDALL AVE	Biweekly	0.00	4,036.00	240.00	4,276.00	\$ -	\$ 119.35	\$ 36.09	\$ 155.45	\$ 1,865.35
GBA	33	AVE R FRONTAGE RD PLANTER	S/S OF AVE R btw 28TH ST EAST & 29TH ST EAST	Biweekly	0.00	8,790.00	96.00	8,886.00	\$ -	\$ 248.03	\$ 75.01	\$ 323.03	\$ 3,876.39
GBA	34	AVE R VINE PLANTER	N/S OF AVE R btw 29TH ST EAST & 30TH ST EAST	Biweekly	0.00	1,392.00	0.00	1,392.00	\$ -	\$ 38.85	\$ 11.75	\$ 50.60	\$ 607.24
GBA	35	AVE R VINE PLANTER	N/S OF AVE R E/O & W/O LEMS FORD AVE	Biweekly	0.00	1,611.00	0.00	1,611.00	\$ -	\$ 44.97	\$ 13.60	\$ 58.56	\$ 702.78
GBA	36	47TH ST E FRONTAGE RD PLANTER	E/S OF 47TH ST EAST btw AVE R-11 & AVE R-12	Biweekly	0.00	445.50	176.00	621.50	\$ -	\$ 17.35	\$ 5.25	\$ 22.59	\$ 271.12
GBA	37	HWY 14 INTERCHANGE PLANTERS	BOTH SIDES OF AVE S AT HWY 14 W/O CALLE GRILLO	Biweekly	0.00	40,920.00	0.00	40,920.00	\$ -	\$ 1,142.16	\$ 345.41	\$ 1,487.56	\$ 17,850.78
GBA	38	AVE S BIKE TRAIL	S/S OF AVE S btw CALLE GRILLO & SIERRA HWY	Biweekly	0.00	131,612.00	0.00	131,612.00	\$ -	\$ 3,673.55	\$ 1,110.94	\$ 4,784.49	\$ 57,413.89
GBA	39	AVE S BIKE TRAIL	S/S OF AVE S btw SIERRA HWY & 200' E/O WINDY CREEK ST	Biweekly	11,394.00	21,949.00	0.00	33,343.00	\$ 318.03	\$ 612.64	\$ 281.45	\$ 1,212.12	\$ 14,545.42
GBA	40	AVE S MEDIAN	AVE S btw 10TH ST EAST & SWAN DR	Biweekly	0.00	7,095.00	0.00	7,095.00	\$ -	\$ 198.04	\$ 59.89	\$ 257.92	\$ 3,095.09
GBA	41	AVE S MEDIAN	AVE S btw SHEFFIELD DR & CASA VERDE DR	Biweekly	0.00	4,296.00	0.00	4,296.00	\$ -	\$ 119.91	\$ 36.26	\$ 156.17	\$ 1,874.07
GBA	42	AVE S BIKE TRAIL / SLOPES	S/S OF AVE S btw CASA VERDE DR & CEMENTARY RD	Biweekly	0.00	133,825.00	0.00	133,825.00	\$ -	\$ 3,735.32	\$ 1,129.62	\$ 4,864.94	\$ 58,379.28
GBA	43	AVE S MEDIAN	AVE S btw CASA VERDE DR & 20TH ST EAST	Biweekly	0.00	5,934.00	0.00	5,934.00	\$ -	\$ 165.63	\$ 50.09	\$ 215.72	\$ 2,588.62
GBA	44	AVE S MEDIAN	AVE S btw 20TH ST EAST & CEMENTARY RD	Biweekly	0.00	39,650.00	0.00	39,650.00	\$ -	\$ 1,106.71	\$ 334.69	\$ 1,441.40	\$ 17,296.76
GBA	45	AVE S MEDIAN	AVE S & 35TH ST EAST	Biweekly	0.00	7,890.00	0.00	7,890.00	\$ -	\$ 220.23	\$ 66.60	\$ 286.83	\$ 3,441.90
GBA	47	AVE S MEDIAN	AVE S AT 37th ST EAST DRYTOWN WATER PARK	Biweekly	0.00	6,398.00	0.00	6,398.00	\$ -	\$ 178.58	\$ 54.01	\$ 232.59	\$ 2,791.04
GBA	48	AVE S MEDIAN	AVE S & SPRINGFIELD ST	Biweekly	0.00	8,470.00	0.00	8,470.00	\$ -	\$ 236.41	\$ 71.50	\$ 307.91	\$ 3,694.92
GBA	49	AVE S MEDIAN	AVE S & 43RD ST EAST	Biweekly	0.00	7,544.00	0.00	7,544.00	\$ -	\$ 210.57	\$ 63.68	\$ 274.25	\$ 3,290.96
GBA	51	AVE S NORTH PLANTER / SLOPE	AVE S btw CASA VERDE DR & 20TH ST E + W/S OF 20TH E TO GABLEVIEW	Biweekly	0.00	46,300.00	0.00	46,300.00	\$ -	\$ 1,292.33	\$ 390.82	\$ 1,683.14	\$ 20,197.73
GBA	52	AVE S NORTH PLANTER / SLOPE	E/S OF 20TH ST E btw GABLE VIEW & AVE S + AVE S TO CEMENTARY RD	Biweekly	0.00	189,887.00	0.00	189,887.00	\$ -	\$ 5,300.13	\$ 1,602.84	\$ 6,902.96	\$ 82,835.55
GBA	53	AVE S VINE PLANTER	N/S OF AVE S btw 27TH ST EAST & 30TH ST EAST	Biweekly	0.00	2,530.00	0.00	2,530.00	\$ -	\$ 70.62	\$ 21.36	\$ 91.97	\$ 1,103.68
GBA	60	RANCHO VISTA MEDIANS	R.V.BLVD MEDIANS btw MARIE KERR PARK & 25TH ST WEST	Biweekly	0.00	7,810.00	0.00	7,810.00	\$ -	\$ 217.99	\$ 65.92	\$ 283.92	\$ 3,407.00
GBA	61	RANCHO VISTA MEDIANS	R.V.BLVD MEDIANS btw 25TH ST WEST & DUNBAR	Biweekly	0.00	20,996.00	0.00	20,996.00	\$ -	\$ 586.04	\$ 177.23	\$ 763.27	\$ 9,159.21
GBA	63	10TH ST EAST TREE PLANTERS	EASTSIDE & WESTSIDE OF 10TH ST EAST NORTH OF PALMDALE BLVD	Biweekly	0.00	144.00	0.00	144.00	\$ -	\$ 4.02	\$ 1.22	\$ 5.23	\$ 62.82
GBA	64	20TH ST EAST TREE PLANTERS	20TH ST EAST btw AVE Q-9 & AVE Q-12	Biweekly	0.00	180.00	0.00	180.00	\$ -	\$ 5.02	\$ 1.52	\$ 6.54	\$ 78.52
GBA	65	CIVIC CENTER PLANTERS / MEDIANS / ROUNDABOUTS	9TH ST EAST & 10TH ST EAST btw AVE Q-9, AVE Q-11 & AVE Q-12 CIVIC CENTER PLANTERS & MEDIANS	Biweekly	0.00	28,048.00	0.00	28,048.00	\$ -	\$ 782.88	\$ 236.75	\$ 1,019.63	\$ 12,235.55
GBA	66	47TH ST E AND PALMDALE BLVD ROUNDABOUT	PALMDALE BLVD AND 47TH ST EAST	Biweekly	0.00	14,100.00	0.00	14,100.00	\$ -	\$ 393.56	\$ 119.02	\$ 512.58	\$ 6,150.93
FBP	1	FAIRWAY BUSINESS PARK	S/S OF AVE O btw DIVISION ST & JODY LN (excludes US TOOL GROUP)	Biweekly	706.00	5,696.00	16.00	6,418.00	\$ 19.71	\$ 159.43	\$ 54.17	\$ 233.31	\$ 2,799.76
Totals	58				12,100.00	#####	2,883.00	#####	\$ 337.74	\$ 48,145.79	\$ 14,662.13	\$ 63,145.65	\$ 757,747.82

EXHIBIT E
FEE SCHEDULE
ADDITIONAL LANDSCAPE SERVICES

ID	SERVICE DESCRIPTION <i>Services shall include labor, equipment, and materials, unless otherwise noted.</i>	UNIT OF MEASURE	YEAR 1 FY 2023-2024	YEAR 2 FY 2024-2025	YEAR 3 FY 2025-2026	YEAR 4 FY 2026-2027	YEAR 5 FY 2027-2028
1	1 GALLON PLANT INSTALLATION: 1 to 25 PLANTS	1 - 25 PLANTS	\$ 23.00	\$ 23.00	\$ 24.00	\$ 25.00	\$ 25.00
2	1 GALLON PLANT INSTALLATION: 26 to 50 PLANTS	26 - 50 PLANTS	\$ 22.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 24.00
3	1 GALLON PLANT INSTALLATION: 51 to 100 PLANTS	51 - 100 PLANTS	\$ 21.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 23.00
4	1 GALLON PLANT INSTALLATION: 101 to 250 PLANTS	101 - 250 PLANTS	\$ 20.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 22.00
5	1 GALLON PLANT INSTALLATION: 251 to 1,000 PLANTS	251 - 1,000 PLANTS	\$ 19.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 21.00
6	5 GALLON PLANT INSTALLATION: 1 to 25 PLANTS	1 - 25 PLANTS	\$ 68.00	\$ 68.00	\$ 71.00	\$ 74.00	\$ 74.00
7	5 GALLON PLANT INSTALLATION: 26 to 50 PLANTS	26 - 50 PLANTS	\$ 67.00	\$ 67.00	\$ 70.00	\$ 73.00	\$ 73.00
8	5 GALLON PLANT INSTALLATION: 51 to 100 PLANTS	51 - 100 PLANTS	\$ 66.00	\$ 66.00	\$ 69.00	\$ 72.00	\$ 72.00
9	5 GALLON PLANT INSTALLATION: 101 to 250 PLANTS	101 - 250 PLANTS	\$ 65.00	\$ 65.00	\$ 68.00	\$ 71.00	\$ 71.00
10	5 GALLON PLANT INSTALLATION: 251 to 1,000 PLANTS	251 - 1,000 PLANTS	\$ 64.00	\$ 64.00	\$ 67.00	\$ 70.00	\$ 70.00
11	15 GALLON PLANT INSTALLATION: 1 to 25 PLANTS	1 - 25 PLANTS	\$ 165.00	\$ 165.00	\$ 168.00	\$ 172.00	\$ 172.00
12	15 GALLON PLANT INSTALLATION: 26 to 50 PLANTS	26 - 50 PLANTS	\$ 164.00	\$ 164.00	\$ 167.00	\$ 170.00	\$ 170.00
13	15 GALLON PLANT INSTALLATION: 51 to 100 PLANTS	51 - 100 PLANTS	\$ 163.00	\$ 163.00	\$ 166.00	\$ 169.00	\$ 169.00
14	15 GALLON PLANT INSTALLATION: 101 to 250 PLANTS	101 - 250 PLANTS	\$ 162.00	\$ 162.00	\$ 165.00	\$ 168.00	\$ 168.00
15	15 GALLON PLANT INSTALLATION: 251 to 1,000 PLANTS	251 - 1,000 PLANTS	\$ 161.00	\$ 161.00	\$ 164.00	\$ 167.00	\$ 167.00
16	15 GALLON TREE INSTALLATION: 1 to 25 TREES	1 - 25 TREES	\$ 265.00	\$ 265.00	\$ 273.00	\$ 282.00	\$ 282.00

EXHIBIT E
FEE SCHEDULE
ADDITIONAL LANDSCAPE SERVICES

ID	SERVICE DESCRIPTION <i>Services shall include labor, equipment, and materials, unless otherwise noted.</i>	UNIT OF MEASURE	YEAR 1 FY 2023-2024	YEAR 2 FY 2024-2025	YEAR 3 FY 2025-2026	YEAR 4 FY 2026-2027	YEAR 5 FY 2027-2028
17	15 GALLON TREE INSTALLATION: 26 to 50 TREES	26 - 50 TREES	\$ 259.00	\$ 259.00	\$ 267.00	\$ 276.00	\$ 276.00
18	15 GALLON TREE INSTALLATION: 51 to 100 TREES	51 - 100 TREES	\$ 252.00	\$ 252.00	\$ 260.00	\$ 269.00	\$ 269.00
19	15 GALLON TREE INSTALLATION: 101 to 250 TREES	101 - 250 TREES	\$ 249.00	\$ 249.00	\$ 257.00	\$ 266.00	\$ 266.00
20	24" BOX TREE INSTALLATION Includes tree staking, tying, or guying <i>Labor & Equipment Only; CITY to provide Material</i>	PER TREE	\$ 551.00	\$ 551.00	\$ 571.00	\$ 592.00	\$ 592.00
21	36" BOX TREE INSTALLATION Includes tree staking, tying, or guying <i>Labor & Equipment Only; CITY to provide Material</i>	PER TREE	\$ 1,511.00	\$ 1,511.00	\$ 1,566.00	\$ 1,622.00	\$ 1,622.00
22	48" BOX TREE INSTALLATION Includes tree staking, tying, or guying <i>Labor & Equipment Only; CITY to provide Material</i>	PER TREE	\$ 3,183.00	\$ 3,183.00	\$ 3,303.00	\$ 3,426.00	\$ 3,426.00
23	RE-ATTACHING VINES OR BANKS ROSES TO WALL	PER PLANT	\$ 125.00	\$ 125.00	\$ 131.00	\$ 137.00	\$ 137.00
24	TREE DOUBLE AND TRIPLE STAKING Lodge poles and cinch ties provided by City	PER TREE	\$ 45.00	\$ 45.00	\$ 47.00	\$ 50.00	\$ 50.00
25	TREE GUYING Cables, hardware and materials provided by City	PER TREE	\$ 73.00	\$ 73.00	\$ 77.00	\$ 81.00	\$ 81.00
26	GROW & KILL HERBICIDE APPLICATION FOR NEW TURF INSTALLATION 3 treatments minimum of 1 week apart	PER SQUARE FOOT	\$ 0.34	\$ 0.34	\$ 0.36	\$ 0.38	\$ 0.38
27	CHEMICAL BROADLEAF WEED CONTROL - CHEMICAL SPRAY APPLICATION IN TURF	PER ACRE	\$ 0.07	\$ 0.07	\$ 0.08	\$ 0.09	\$ 0.09
28	HYDROSEEDING Per City of Palmdale Engineering Standards Section 6 Landscaping and Irrigation, Section H	PER SQUARE FOOT	\$ 0.22	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.24
29	TURF SEEDING AND TOPPING <i>Labor & Equipment Only; CITY to provide Material</i>	PER SQUARE FOOT	\$ 0.17	\$ 0.17	\$ 0.18	\$ 0.19	\$ 0.19
30	SOD INSTALATION <i>Labor & Equipment Only; CITY to provide Material</i>	PER SQUARE FOOT	\$ 2.21	\$ 2.21	\$ 2.31	\$ 2.42	\$ 2.42
31	MECHANICAL GRANULAR FERTILIZER APPLICATION <i>Labor & Equipment Only; CITY to provide Material</i>	PER TON	\$ 1,588.00	\$ 1,588.00	\$ 1,660.00	\$ 1,736.00	\$ 1,736.00
32	TURF SLIT SEEDING	PER SQUARE FOOT	\$ 0.10	\$ 0.10	\$ 0.11	\$ 0.12	\$ 0.12
33	TURF DETHATCHING (Excluding seasonal dethatching)	PER ACRE	\$ 4,791.00	\$ 4,791.00	\$ 5,007.00	\$ 5,233.00	\$ 5,233.00

EXHIBIT E
FEE SCHEDULE
ADDITIONAL LANDSCAPE SERVICES

ID	SERVICE DESCRIPTION <i>Services shall include labor, equipment, and materials, unless otherwise noted.</i>	UNIT OF MEASURE	YEAR 1 FY 2023-2024	YEAR 2 FY 2024-2025	YEAR 3 FY 2025-2026	YEAR 4 FY 2026-2027	YEAR 5 FY 2027-2028
34	TURF AERATION (Excluding seasonal aeration)	PER ACRE	\$ 2,178.00	\$ 2,178.00	\$ 2,276.00	\$ 2,378.00	\$ 2,378.00
35	PLANTER DEMOLITION & GRADING - NATIVE SOIL Removal of existing plant material incl. stumps, silt build up, and grading for new landscape installation per City of Palmdale Engineering Detail P-8	PER SQUARE FOOT	\$ 2.78	\$ 2.78	\$ 2.93	\$ 3.06	\$ 3.06
36	PLANTER DEMOLITION & GRADING - D.G. or CRUSHED ROCK Removal of existing plant material incl. stumps, silt build up, and grading for new landscape installation per City of Palmdale Engineering Detail LC-2	PER SQUARE FOOT	\$ 3.31	\$ 3.31	\$ 3.46	\$ 3.62	\$ 3.62
37	POINT SOURCE IRRIGATION SYSTEM INSTALATION - NEW Installation per City of Palmdale Engineering Detail I-27 <i>Labor & Equipment Only; CITY to provide Material</i>	PER BUBBLER	\$ 51.00	\$ 51.00	\$ 54.00	\$ 57.00	\$ 57.00
38	IRRIGATION SYSTEM CONVERSION - SPRAY TO POINT SOURCE SYSTEM Installation per City of Palmdale Engineering Detail I-27 <i>Labor & Equipment Only; CITY to provide Material</i>	PER BUBBLER	\$ 51.00	\$ 51.00	\$ 54.00	\$ 57.00	\$ 57.00
39	SPRAY IRRIGATION SYSTEM INSTALLATION Installation per City of Palmdale Engineering Details I-11; I-12; I-13, and I-26 <i>Labor & Equipment Only; CITY to provide Material</i>	PER SPRINKLER	\$ 51.00	\$ 51.00	\$ 54.00	\$ 57.00	\$ 57.00
40	CONCRETE MOW CURB INSTALLATION - CITY SUPPLIED MATERIALS Installation per City of Palmdale Engineering Detail LC-1 <i>Labor & Equipment Only; CITY to provide Material</i>	PER LINEAR FOOT	\$ 27.00	\$ 29.00	\$ 31.00	\$ 33.00	\$ 33.00
41	CONCRETE MOW CURB INSTALLATION - CONTRACTOR SUPPLIED MATERIALS Installation per City of Palmdale Engineering Detail LC-1	PER LINEAR FOOT	\$ 35.00	\$ 35.00	\$ 37.00	\$ 39.00	\$ 39.00
42	CONCRETE SLAB FOR DEVICE ENCLOSURE PAD - CITY SUPPLIED MATERIALS 6" THICK AND EXTENDING A MINIMUM OF 6" BEYOND THE SIDES OF THE ENCLOSURE. <i>Labor & Equipment Only; CITY to provide Material</i>	PER SQUARE FOOT	\$ 40.00	\$ 40.00	\$ 42.00	\$ 44.00	\$ 44.00
43	CONCRETE SLAB FOR DEVICE ENCLOSURE PAD - CONTRACTOR SUPPLIED MATERIALS 6" THICK AND EXTENDING A MINIMUM OF 6" BEYOND THE SIDES OF THE ENCLOSURE.	PER SQUARE FOOT	\$ 22.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 24.00
44	CONCRETE SLAB FLATWORK - 4" THICK - CITY SUPPLIED MATERIALS <i>Labor & Equipment Only; CITY to provide Material</i>	PER SQUARE FOOT	\$ 33.00	\$ 33.00	\$ 35.00	\$ 37.00	\$ 37.00
45	CONCRETE SLAB FLATWORK - 4" THICK - CONTRACTOR SUPPLIED MATERIALS	PER SQUARE FOOT	\$ 22.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 24.00
46	BLACK STEEL EDGING INSTALLATION - CITY SUPPLIED MATERIALS <i>Labor & Equipment Only; CITY to provide Material</i>	PER LINEAR FOOT	\$ 15.00	\$ 15.00	\$ 16.00	\$ 17.00	\$ 17.00
47	BLACK STEEL EDGING INSTALLATION - CONTRACTOR SUPPLIED MATERIALS	PER LINEAR FOOT	\$ 38.00	\$ 38.00	\$ 40.00	\$ 42.00	\$ 42.00
48	DECOMPOSED GRANITE (D.G.) INSTALLATION Installation per City of Palmdale Engineering Detail LC-2 <i>Labor & Equipment Only; CITY to provide Material</i>	PER SQUARE FOOT	\$ 4.00	\$ 4.00	\$ 4.50	\$ 5.00	\$ 5.00
49	ROCK INSTALLATION IN PLANTERS - 3/4" to 1-1/2" <i>Labor & Equipment Only; CITY to provide Material</i>	PER SQUARE FOOT	\$ 4.00	\$ 4.00	\$ 4.50	\$ 5.00	\$ 5.00
50	ROCK INSTALLATION IN PLANTERS - 1-1/2" to 3" <i>Labor & Equipment Only; CITY to provide Material</i>	PER SQUARE FOOT	\$ 3.50	\$ 3.50	\$ 3.75	\$ 4.00	\$ 4.00

EXHIBIT E
FEE SCHEDULE
 ADDITIONAL LANDSCAPE SERVICES

ID	SERVICE DESCRIPTION <i>Services shall include labor, equipment, and materials, unless otherwise noted.</i>	UNIT OF MEASURE	YEAR 1 FY 2023-2024	YEAR 2 FY 2024-2025	YEAR 3 FY 2025-2026	YEAR 4 FY 2026-2027	YEAR 5 FY 2027-2028
51	RIVER ROCK INSTALLATION IN PLANTERS - 3" to 6" <i>Labor & Equipment Only; CITY to provide Material</i>	PER SQUARE FOOT	\$ 4.40	\$ 4.40	\$ 4.60	\$ 4.80	\$ 4.80
52	BOULDER INSTALLATION IN PLANTERS - 18" to 24" <i>Labor & Equipment Only; CITY to provide Material</i>	PER BOULDER	\$ 150.00	\$ 150.00	\$ 157.00	\$ 164.00	\$ 164.00
53	HARD SURFACE PRESSURE WASHING	PER HOUR	\$ 39.00	\$ 39.00	\$ 41.00	\$ 43.00	\$ 43.00
54	OUTFITTERED LANDSCAPE LABORER	PER HOUR	\$ 39.00	\$ 39.00	\$ 41.00	\$ 43.00	\$ 43.00
55	OUTFITTERED LANDSCAPE IRRIGATION LABORER	PER HOUR	\$ 45.00	\$ 45.00	\$ 47.00	\$ 49.00	\$ 49.00
56	OUTFITTERED LANDSCAPE IRRIGATION TENDER	PER HOUR	\$ 56.00	\$ 56.00	\$ 59.00	\$ 62.00	\$ 62.00
57	LANDSCAPE OPERATING ENGINEER WITH SKIP LOADER	PER HOUR	\$ 177.00	\$ 177.00	\$ 185.00	\$ 194.00	\$ 194.00
58	1 OUTFITTERED LANDSCAPE TRUCK AND TRAILER WITH A 3-MAN CREW WITH 1 FOREMAN AND 2 LABORERS Includes Weekends/Holidays	PER HOUR	\$ 144.00	\$ 144.00	\$ 151.00	\$ 158.00	\$ 158.00
59	1 OUTFITTERED IRRIGATION MAINTENANCE TRUCK WITH 1 IRRIGATION TECHNICIAN Includes Weekends/Holidays	PER HOUR	\$ 75.00	\$ 75.00	\$ 79.00	\$ 83.00	\$ 83.00
60	1 OUTFITTERED JUVENILE TREE TRIMMING CREW WITH TRUCK, TRAILER, CERTIFIED ARBORIST AND GROUND WORKER Includes Weekends/Holidays	PER HOUR	\$ 166.00	\$ 166.00	\$ 174.00	\$ 182.00	\$ 182.00
61	EMERGENCY CALL OUT CREW 1 OUTFITTERED LANDSCAPE TRUCK AND TRAILER WITH A 3-MAN CREW Includes Weekends/Holidays	PER HOUR	\$ 133.00	\$ 133.00	\$ 139.00	\$ 146.00	\$ 146.00

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, on _____ the CITY OF PALMDALE (hereinafter referred to as the "CITY"), awarded to Parkwood Landscape Maintenance, Inc., State Contractor's License No. 685864 hereinafter referred to as the "Contractor/Principal" a contract for the work described as

Landscape maintenance services in Landscape Assessment Districts (LADs), General Benefit Landscape Areas (GBA), and Fairway Business Park (FBP);

Project No. A-8602 in the amount of _____ ("Penal Sum"), the terms and conditions of which are incorporated herein by reference; and

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.

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.

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 _____, _____.

Parkwood Landscape Maintenance, Inc.

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)

(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.

Project No. A-8602

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, on _____, City of Palmdale ("Public Agency"), State of California, awarded to:
Parkwood Landscape Maintenance, Inc.
16443 Hart Street, Van Nuys, CA 91046

(Name and address)

State Contractor's License No. 685864 ("Principal") a contract (the "Contract") for the Work described as follows:
Landscape maintenance services in Landscape Assessment Districts (LADs), General Benefit Landscape Areas (GBA), and Fairway Business Park (FBP)

Project No. A-8602, in the amount of _____ ("Penal Sum"), the terms and conditions of which are incorporated herein by reference; and

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.

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"

Parkwood Landscape Maintenance, Inc.

By: _____
Its

By: _____
Its

(Seal)

"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.

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.

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

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

Signature

Date

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."

Parkwood Landscape Maintenance, Inc.

Contractor

By _____
Print Name

Signature

Title

Date

Section 3700 of the State Labor Code reads as follows:

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

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



P A L M D A L E

NOTICE OF REQUEST FOR PROPOSALS RFP NO. 23-001-3610 LANDSCAPE MAINTENANCE SERVICES

PUBLISH DATES	9/28/2023, 10/5/2023
SOLICITATION NUMBER	RFP No. 23-001-3610
SOLICITATION RELEASE	9/28/2023
BID TYPE	RFP
MANDATORY PRE-BID MEETING	10/11/2023 10:00 AM 39110 3 rd St East
Q&A DEADLINE	10/19/2023 2:00 PM
BID DUE DATE	10/31/2023

NOTICE IS HEREBY GIVEN the City of Palmdale ("City") will receive electronic bids for the **City of Palmdale RFP No. 23-001-3610**, Landscape Maintenance Services no later than **October 31, 2023, at 2:00 PM (PST)**. The electronic bids shall be submitted through the City's electronic bid management system (PlanetBids **PB™**). It is the responsibility of the Bidder to submit their bid with enough time to be received by PlanetBids (**PB™**) prior to the bid opening date and time. Allow time for technical difficulties, uploading, and unexpected delays. The receiving deadline is absolute and late or incomplete bids will not be accepted. The electronic bid management system will not accept late bids.

Respondents must be registered as a Vendor with the City of Palmdale to access all solicitation documents related to this Request for Proposal (RFP). As a registered vendor within the City's vendor database, you will be automatically notified of Q & A alerts, updates, and addenda. The **Vendor Portal Menu** is the entry to the Registration/Vendor Profile and Bid Opportunities modules. Registration is free and immediate.

All questions, inquiries and comments regarding this solicitation must be submitted to City via the PlanetBids (**PB™**) online system no later than **October 19, 2023, at 2:00 PM (PST)** by the electronic clock in the bid management system at www.cityofpalmdale.org using the **"Questions and Answer" tab**. **Answers provided by the City will be answered using the PlanetBids (PB™) online system.**

Respondents are responsible for obtaining the solicitation and any attachments from the City's PlanetBids (**PB™**) online system at www.cityofpalmdale.org. It shall be the sole responsibility of the prospective bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. By submitting a bid proposal, the prospective bidder shall be deemed to have received all addendums and to have incorporated them into its bid proposal. All such addenda shall become a part of the resulting contract and all prospective bidders shall be bound by such addenda whether-or-not received by the Bidder.

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Section 1 – Background and Purpose of the RFP

The City of Palmdale is seeking proposals from qualified and experienced firms to provide Landscape Maintenance Services for Landscape Assessment Districts, General Benefit Landscape Areas, and Fairway Business Park.

Submissions which, in the sole judgment of CITY, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected. Conditional proposals will not be considered.

City of Palmdale Background

The City of Palmdale (City) is a charter city incorporated in 1962 that is governed by a five-member council whose members are elected by district. The city operates under a Council/City Manager form of government. It has experienced phenomenal growth, from 2.1 square miles with 26,000 residents in 1962 to 104.59 square miles and 167,000 residents today. This includes 482 acres of landscape green spaces in the Landscape Assessment Districts and General Benefit Areas. Palmdale is ideally located in the high desert of the Antelope Valley in Los Angeles County, 60 miles north of downtown Los Angeles. It is bounded by the City of Lancaster to the north, Quartz Hill and Leona Valley to the west, Lake Los Angeles and Littlerock to the east, and Acton to the south.

Palmdale has a desert landscape with a seasonal climate, open space, and plenty of room to breathe fresh air. The people who live and work in Palmdale find a sense of place; the City has a young population with residents looking to buy property, raise families, and work near home. Palmdale's desert micro-climate has freeze-and-thaw cycles during winter months and extreme heat during summer months. The City encourages the incorporation of water-wise xeriscape landscaping in our LMD's and general benefit areas.

Section 2 – Timeline and Contract

RFP ACTIVITY	DATE & TIME
PUBLISH DATES	9/28/2023, ~~10/05~~ 10/25/2023
SOLICITATION NUMBER	RFP No. 23-001-3610
SOLICITATION RELEASE	9/28/2023
BID TYPE	RFP
MANDATORY PRE BID MEETING	10/11/2023 10:00 AM 39110 3 rd St East
Q&A DEADLINE	10/19/2023 2:00 PM
BID DUE DATE	10/31/2023

Award shall be made to the Respondent(s) deemed most advantageous to the City based upon the listed evaluation criteria specified herein and proposed project timeline. The City reserves the right to award a contract to multiple vendors or a single vendor, or to make no award, whichever is in the best interest of the City.

Section 3 - Scope of Services/Work

The City is seeking qualified and responsible vendors to provide Landscape Maintenance Services for Landscape Assessment Districts, General Benefit Landscape Areas, and Fairway Business Park. The

selected contractor will be responsible for the full scope of services appropriate to a project of this nature, including but not exclusive to the items enumerated herein. Proposal pricing should reflect, without limitation, all such services required for the proper completion of the work.

NOTE: (Section 3 Scope of Services/Work will be incorporated into the resulting contract).

The following are the Services to be performed:

LANDSCAPE MAINTENANCE SERVICES

Landscape Assessment Districts, General Benefit Landscape Areas, and Fairway Business Park

Proposers are invited to submit Proposals and Pricing to the City of Palmdale in accordance with the conditions and terms described.

Proposal submittals must include an attachment discussing the methodology for the provision of the services listed below. . Please include any other pertinent information regarding equipment to be used, technician qualifications, etc., and must conform to at least the minimum qualifications listed in this document.

The following are the general expectations for the work to be performed.

- Turf mowing, edging, detailing, de-thatching, and aeration
- Pruning and rejuvenation of shrubs and ground cover plants
- Litter control, including disposal of trash and debris at City disposal sites
- Repairing irrigation mainlines, valves, lateral lines and sprinklers
- Broadleaf weed control in medians, planters, niches, and adjacent right of ways up to the edge of pavement
- Fertilization of turf, shrubs, ground cover, and trees
- Hardscape cleaning
- Tree maintenance including pruning, staking, tying, guying of trees.
- Clean flowlines and gutters, where applicable
- Disaster/emergency response support

It is understood that except as otherwise specifically stated in the contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time, including permits, insurance and licenses (including City of Palmdale Business License) necessary for the execution of the work shall be secured and paid for by the Contractor. **No subcontracting is allowed.**

The City reserves the right to award all, some, or none of the tasks from the scope of work, as the public good may require, and may select to award multiple contracts in order to complete services, as necessary. Contractor's price should not be contingent upon the award of all areas bid.

The selected Contractor will be required to enter into a contract for services. Award shall be made to the Respondent(s) based upon the listed evaluation criteria specified herein. The right is also reserved by the City to reject any and all offers. City reserves the right to increase or decrease contract scope of services as determined to be in the City's best interest.

Additional landscape maintenance may be required, should additional square footage be added during the term of the contract. The City and selected contractor will mutually agree on the additional square footage to be added to the term of the contract. The City reserves the right at any time to suspend any existing maintenance and or initiate any maintenance operations during the entire term of this contract.

Area Descriptions

The City service areas include Landscape Assessment Districts (LAD), General Benefit Landscape Areas (GAB), and Fairway Business Park (FBP). The descriptions, area quantities and mapping are approximate and provided for the Contractor's convenience and use for reference only. In no manner are these descriptions, area quantities and mapping documents intended to relieve the Contractor from proper field observation and due diligence in determining the area Scope of Work to be provided by the Proposer's bids.

Term of Contract

The selected Contractor will be issued a 54-month contract for services (or the number of months resulting between contract execution and June 30, 2028).

1. FY 23/24: TBD (January 1, 2024) to June 30, 2024
2. FY 24/25: July 1, 2024, to June 30, 2025
3. FY 25/26: July 1, 2024, to June 30, 2026
4. FY 26/27: July 1, 2024, to June 30, 2027
5. FY 27/28: July 1, 2024, to June 30, 2028

Professional Landscape Maintenance Services for Landscape Assessment Districts shall commence upon contract execution. General Benefit and Fairway Business Park Professional Landscape Maintenance Services shall commence at the beginning of Year 2 (July 1, 2024) of the contract term.

Work Schedule

CONTRACTOR's working hours, except for those functions described in the Technical Specifications, shall be limited to the hours between 6:00 AM and 5:00 PM Monday through Friday, except for major holiday observances. Deviation from normal working hours will not be allowed without prior written consent from the superintendent or appointed designees.

The city observes the following legal holidays where landscape maintenance services will not be scheduled:

- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day

MAINTENANCE TECHNICAL SPECIFICATIONS

SECTION A. INTENT OF SPECIFICATIONS

The Contractor agrees to provide services according to the highest quality landscape industry accepted standards, employing up-to-date methods, procedures, and controls for landscape maintenance consistent with the City's landscape maintenance specifications. This shall include the use of proper knowledge, skills, materials, and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of this contract.

SECTION B. GENERAL MAINTENANCE SPECIFICATIONS

General Maintenance Specifications are applicable to all landscape areas serviced under this Agreement, including Landscape Assessment Districts, General Benefit Landscape Areas, and Fairway Business Park.

The CITY will accept NO less than full completion of the following functions during applicable weekly or biweekly service days and within the full span of each landscape service area. Failure to comply with this expectation will result in compliance-based punitive penalties and/or liquidated damages as defined in *Section L*.

B.1 Service Frequency

Services for all locations within the designated landscape areas under this Agreement shall be performed at the following frequency, unless otherwise noted.

Landscape Assessment Districts

Services in all Landscape Assessment District locations shall be performed one time per week (weekly), unless otherwise noted.

General Benefit Landscape Areas and Fairway Business Park

Services in all General Benefit Landscape areas and Fairway Business Park shall be performed one time every two weeks (biweekly), unless otherwise noted.

Landscape Areas	Service Frequency
Landscape Assessment Districts	Weekly
General Benefit Landscape Areas and Fairway Business Park	Bi-weekly

B.2 Drains and Grates

Drainage infrastructure including channels and gutters within maintained landscape areas and up to the edge of asphalt pavement shall be kept free of vegetation, debris, and algae to allow the unrestricted flow of water. Plugged drains, and missing or damaged grates shall be reported to the superintendent or appointed designee immediately.

B.3 Reporting of Landscape Pests and Disease

During regularly scheduled maintenance, the CONTRACTOR shall inspect all areas being serviced for the presence of disease, insect and/or rodent infestation. The CONTRACTOR shall immediately notify the superintendent or appointed designee if any disease, insect and/or rodent infestation is found.

B.4 Reporting of Plant Material Loss or Damage

The CONTRACTOR shall immediately notify the superintendent or appointed designee of any damage and/or loss of plant material due to any cause in the serviced landscaped areas.

B.5 General Reporting Requirements

CONTRACTOR shall report the following items to the superintendent or appointed designee if discovered in the serviced landscaped area:

- IMMEDIATELY: Large Roadway Debris; General Vandalism
- DAILY: Large Dumped Debris; Stray Shopping Carts, Graffiti

B.6 Landscape Replacement Responsibility

The CONTRACTOR shall be responsible for replacement of turf, annual plants, trees, shrubs, ground cover when damage and/or loss is deemed to result from CONTRACTOR's negligence of landscape maintenance operations as specified herein. The size and species of replacement plant material will be according to the surrounding landscape and as directed by the superintendent or appointed designee.

B.7 Contractor-Generated Trash

All areas, including medians, hardscapes, sidewalks, walkways, roadways, trails, curb, gutter, private property, or other areas, dirtied by maintenance operations shall be cleaned and all debris shall be disposed of offsite prior to the completion of weekly service. No debris shall be blown into streets, roadways, or adjacent properties.

B.8 User Generated Trash

Dumped debris, glass, leaves, paper, and/or other debris shall be removed and disposed of offsite during each service day. CONTRACTOR shall notify the superintendent or appointed designee when illegally dumped debris that appears to have been dumped by an identifiable party is found within the landscape service area. Once an enforcement report has been made to Neighborhood Services Community Preservation, the superintendent or appointed designee will direct the CONTRACTOR to remove and dispose of dumped debris.

B.9 Green Waste Disposal

The CITY may require the CONTRACTOR to dispose of all green waste generated by the performance of the work specified herein at a specific location. All green waste is to be transported to the location authorized by the superintendent or appointed designee and placed in a designated green waste bin.

B.10 Disposal of Refuse and Debris

All debris and refuse collected from city landscape service areas must be disposed of properly and in the most environmentally responsible manner by the contractor. The city will provide debris disposal sites at locations determined by the superintendent or appointed designee. Hazardous materials including blood, vomit, urine, feces, and drug-paraphernalia such as syringes shall be reported immediately to the city and will be removed by a biohazard clean up and removal service provided by the city.

B.11 Sound Control

CONTRACTOR shall comply with all applicable sound control and noise level rules, regulations, and ordinances applicable to any work performed. Noise level requirements shall apply to all equipment used on the work site or otherwise related to the landscape maintenance service, whether or not owned by CONTRACTOR. Each internal combustion engine used for any purpose at work sites shall be equipped with a muffler as per manufacturer recommendation.

B.12 Emergencies and Emergency Response

Emergency and/or unusual situations may arise which will require immediate and unusual provisions to protect the public from danger and/or damage to life and/or property, due directly or indirectly to the execution of work, and it is part of the service required of the CONTRACTOR to make such provisions and to furnish such protection.

CONTRACTOR shall have a supervisor available by telephone on a 24-hour basis, 365 days per year assigned to provide direct and prompt attention to requests from CITY for emergency and after-hours service. Response time for emergency and after-hours service requests shall be at most one (1) hour.

CONTRACTOR shall use foresight and take such actions and precautions as CONTRACTOR's operations make necessary to protect public from danger or damage, or loss of property or life, which would result from the interruption or contamination of public water supply, irrigation, or other public service or from failure of partly or unsafely completed work. CONTRACTOR shall be held financially liable for all costs associated with necessary repairs resulting from CONTRACTOR negligence.

B.13 Scheduled Disruption

CONTRACTOR shall provide professional landscape maintenance services as described in each section of the Technical Specifications of the solicitation. The minimum frequency schedules will be adjusted for any major holiday observance as specified in the Government Code of the State of California when such holiday falls on a regularly scheduled maintenance day. Any site not serviced resulting from major holiday observance shall be serviced immediately following major holiday.

B.14 Maintenance Schedule / Commencement of Work

CONTRACTOR shall submit a landscape maintenance schedule to the CITY prior to the commencement of any work. CONTRACTOR's schedule is to be submitted for informational purposes to ensure sites will be maintained according to the minimum frequency expectations outlined in each section of the technical specifications stated in the solicitation. Copies of such schedules shall be available at the CONTRACTOR's dispatch location and the Public Works Maintenance office.

Unless otherwise directed by the superintendent or appointed designee, the turf, median, planter/niche, and irrigation maintenance schedules shall identify the serviced location, work dates, and be structured to comply with requirements stated in the solicitation.

CONTRACTOR shall provide monthly schedule updates to CITY. Any significant changes in landscape maintenance service operations schedule will require submission of proposed revised schedule to CITY for approval.

B.15 Equipment

CONTRACTOR shall furnish, at its own expense, all equipment, and materials necessary for the satisfactory performance of the work set forth in this solicitation. All equipment must be, and remain, in a good state of repair. All equipment will be used according to Manufacturer's recommendations.

Trucks and trailers provided for landscape maintenance services shall have the following minimum accessories or features:

- Mobile radio equipped with CONTRACTOR radio frequencies and/or cellular telephone.
- Operational and clearly visible rotating or strobe warning light and flashing rear taillights.
- Appropriate rear-mounted warning signs
- Appropriate signs and delineation devices
- Painted or appropriately marked for high visibility.

- Unique identification number

Both sides of each landscape maintenance vehicle shall be clearly marked with the following information in three (3") inch letters:

- Company Name and/or Logo
- City of Palmdale
- Contract Landscape Maintenance
- Company Telephone Number

CONTRACTOR will be responsible for rebuilding, restoring, repairing, and otherwise correct damage to any public or private property caused by CONTRACTOR operations.

California Air Resources Board (CARB) SB-1 Compliance

CONTRACTOR shall comply with all California Air Resources Board (CARB) regulations.

As of November 17, 2022, amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation include but are not limited to the following:

- Engine tier and model year phase-out requirements to accelerate the retirement of the oldest and dirtiest engines (Tier 0 through 2). Dates vary by fleet size.
- Restriction on adding vehicles with Tier 3 and Tier 4i engines.
- Requirement starting January 1, 2024, to use R99 or R100 renewable diesel in off-road diesel vehicles.
- Requirement starting January 1, 2024, for prime contractors and public works awarding bodies to obtain and retain a fleet's valid Certificate of Reported Compliance and to not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance.
- Voluntary compliance flexibility options for fleets that adopt zero-emission technology.

B.16 Communication Equipment

CONTRACTOR shall provide a telephone answering service, toll-free to residents and/or businesses of the City of Palmdale, from 7:30 AM to 4:30 PM Monday through Friday, except on major holiday observance days.

Answering service shall have the capability of contacting CONTRACTOR by radio or cellular telephone equipment for the purpose of relaying instructions from the superintendent or appointed designee and for receiving resident and/or business complaints.

B.17 Permits/Licenses

CONTRACTOR shall procure all permits and licenses required to lawfully execute the services under this Contract.

CONTRACTOR shall possess a valid California C-27 Landscaping Contractor license and C-61 Limited Specialty classification license with D-49 Tree Services subcategory license at the time that the Contractor submits its proposal. Failure to possess the specified license shall render the proposal non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of the bid. Contractor and all subcontractors must maintain current licensing throughout the life of the project.

B.18 Communication and Reporting

CONTRACTOR shall contact superintendent and/or appointed designee daily to submit work reporting forms, convey messages, return telephone calls to the public, schedule field reviews, etc. The CITY Public Works Maintenance Division's normal business hours are Monday through Thursday from 6:30 AM to 5:00 PM. The city phone number during normal business hours and for after-hours emergencies is (661) 267-5338.

CONTRACTOR shall investigate all applicable complaints concerning the landscape maintenance service as requested by the superintendent or appointed designee. Complaints received by CONTRACTOR prior to 2:30 PM shall be investigated that same day. Complaints received by CONTRACTOR after 2:30 PM shall be investigated before 12:00 PM (Noon) the following workday. Notification via email of Contractor's findings after investigating and/or resolving complaint shall be sent to City within 24 hours.

CONTRACTOR shall maintain weekly communication of scheduled work progress via a CITY group e-mail distribution list. Weekly reports shall contain following types of information:

- Schedule delays and justification for delays, if applicable
- Number and types of complaints received during the week, including action taken.
- Disease/pests found.
- Observed vandalism.
- Graffiti locations.
- Material loss.

B.19 Contractor Employee Expectations

All employees of CONTRACTOR shall be dressed in clean uniforms with suitable identification and no portion of the uniform may be removed while working. Any employee found out of uniform shall be immediately removed from the work area. The following items are minimum uniform requirements:

- Shirts and Jackets – Highly visible Class 3 reflective colors and materials.
- Shirt Identification – Employee name and company name/logo
- Trousers – Full length (year-round)
- Shoes – Work boot with steel toe
- Head protection – OSHA approved.

Any CONTRACTOR employee who fails or refuses to carry out any direction of the Landscape Superintendent or appointed designee, or is in the opinion of the CITY to be incompetent, unfaithful, intemperate, or disorderly; uses threatening or abusive language to any person in the course of work while representing the CITY; or is otherwise found to be unsatisfactory, shall be discharged immediately and shall not again be employed on the work associated with CITY except by written consent of CITY.

All CONTRACTOR employees shall have the following basic knowledge skills, and abilities:

- Proper license(s) to operate equipment.
- Ability to operate equipment in accordance with manufacturer recommendations.
- Mechanical ability to make required operator adjustments to equipment being used.
- Knowledge of safety regulations as they relate to professional landscape services and proper traffic control.
- American Red Cross Standard First Aid Certification – minimum one crew member per crew
- Demonstrated knowledge of landscape maintenance operations

- Become familiar with and perform all associated Professional Landscape Maintenance Services according to the Technical Specifications outlined herein and Section 6 of the City of Palmdale Engineering Standards.

CONTRACTOR shall provide effective supervision to all CONTRACTOR employees. CONTRACTOR employees will follow directions and/or instructions given by superintendent or appointed designee. CONTRACTOR shall provide a list including employee names and 24-hour telephone number(s) of all employees in a supervisory capacity.

B.20 Automatic Vehicle Location Device

Automatic vehicle location device (vehicle location and management system (e.g., GPS), which will report all landscaping service activity to the CITY and the CONTRACTOR is required on all vehicles providing service within the CITY. CONTRACTOR must provide the city with reasonable means to access location device information to verify locations that have been serviced.

B.21 Dispute Resolution

The superintendent or appointed designee will have access to work and shall be furnished with every reasonable facility for acquiring full knowledge respecting the progress, workmanship and character of materials used and employed in the work. When CONTRACTOR varies the period during which work is carried out, CONTRACTOR shall give notice to superintendent or appointed designee so proper access for inspection may be provided. Any inspection of work shall not relieve CONTRACTOR of any obligations to fulfill service requirements.

All questions arising from the performance of the work shall be directed to the superintendent or appointed designee. To aid in the resolution of problems, CITY may utilize a mutually acceptable horticulturist or certified arborist to examine and inspect landscape areas to assist superintendent or appointed designee to assess the quality of the CONTRACTOR's maintenance. Either superintendent or appointed designee will do the inspection and administration of contract work. CONTRACTOR shall accompany the superintendent or appointed designee on landscape inspection tours of all areas of responsibility once per week, whereupon any maintenance deficiencies will be noted in the Inspector's Weekly Report. All deficiencies noted in this report are required to be corrected by the CONTRACTOR within forty-eight (48) hours. Deficiencies in workmanship or materials because of defective work by CONTRACTOR shall be made good by CONTRACTOR as previously noted.

All deficiency notices and calculations of payment deductions shall originate with the authorized designees and/or superintendent and ultimately authorized by superintendent and/or maintenance services manager.

B.22 Exclusions

The CONTRACTOR shall NOT be responsible for the maintenance of the following items; however, the CONTRACTOR shall report any issues within the maintenance categories listed below to the superintendent or appointed designee.

- Graffiti removal
- Fence Repair/Painting
- Unsafe Sidewalks
- Vandalism to Marquees and/or Monuments
- Damage to City infrastructure resulting from traffic collisions.

SECTION C. TURF MAINTENANCE SPECIFICATIONS [TURF & MEADOW TYPE GRASS]

All specifications previously listed, and the following specifications shall apply to all serviced landscape areas.

City will accept **NO** less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in a compliance based punitive penalty and/or liquidated damages.

C.1 Turf Mowing

Turf shall be mowed with power mowers. The mowers shall be maintained to provide a smooth even cut without tearing. The reel or blade adjustment will provide a uniform, level cut without ridges or depressions. Cutting heights for all turf shall be 2.5" or as directed by superintendent or appointed designee.

Prior to initiating a mowing operation, the site is to be inspected by a trained and responsible employee, who will determine the appropriate operation. Trash shall be removed so as not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across. Damaged sprinkler heads and valve box covers are to be immediately reported. Recycling mowers are required.

When mowing operations cannot be thoroughly completed within the designated time frame, the superintendent or appointed designee shall be immediately notified through the Contractor's communication network.

Frequency

Mowing will occur weekly and/or bi-weekly per the respective service area during the growing season. Mowing shall be performed at such intervals of time so that no more than one-third of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed, but at intervals of no less than described in the frequency schedule. Work shall be performed on the same day each week. Estimated mowing per year: 33.

Inclement weather may prohibit adherence to the scheduled frequency. The superintendent or appointed designee shall reassign CONTRACTOR maintenance crews to assist city staff with basin maintenance during inclement weather. All maintenance missed due to inclement weather shall be rescheduled during the next scheduled frequency. Compliance based punitive penalties will be waived during inclement weather reassignment.

C.2 Meadow Grass/Slope Maintenance

Meadow grass shall be trimmed using power trimmers to provide a smooth cut that is approximately 10-12 inches in height. Maintenance trimming should not cut the crown of the grass.

Frequency

Slope trimming shall be performed approximately every 4 weeks, at such intervals of time as to maintain the grass at a height acceptable to the City, but at intervals of no less than described in the frequency schedule. Inclement weather may preclude adherence to the frequency schedule. The CONTRACTOR may request alteration of this trimming frequency from the superintendent or appointed designees for reasons of rain or prolonged cold. All trimming missed due to inclement weather shall be rescheduled and completed within three (3) working days. Failure to comply with this expectation will result in compliance based punitive penalty. Estimated slope trimming frequencies per year: 12.

C.3 Edging

All grass borders shall be neatly and uniformly edged or trimmed concurrent with every trimming and/or mowing.

Turf borders along sidewalks and mow strips shall be cut with a vertical blade edger. Use of string trimmers to perform this task is not acceptable.

Trimming around turf appurtenances (e.g., valve and meter boxes, controller enclosures, manhole covers etc.) may be accomplished using string trimmers.

C.4 Medians/Sidewalks

Medians, hardscapes, and sidewalks shall be maintained in a weed free condition by utilizing a selective herbicide application. This includes weeds in all paved and/or unpaved surfaces and in joints, cracks, or other crevices within or adjoining to the curb and gutter areas, up to the edge of asphalt pavement, within the boundaries of adjacent service area.

C.5 Turf Weeding

CONTRACTOR will supply equipment and labor at a cost in accordance with the applicable broadleaf herbicide for weed control bid in the Additional Services Fee Schedule Exhibit to mitigate broadleaf weeds in turf as directed by superintendent or appointed designee.

The city will purchase, and supply turf broadleaf weed control herbicides.

C.6 Clipping Pick-Up

Excessive clippings and/or debris left behind by recycling mowers shall be collected and removed from the site prior to the completion of that day's mowing operations or the end of the day, whichever occurs first.

C.7 Litter and Debris Removal

Dumped debris, glass, leaves, paper, and/or other debris shall be removed and disposed of offsite prior to mowing or trimming.

C.8 Removal of Season Leaf Litter

Accumulation of leaf and needle litter shall be removed from all landscaped areas including beds, planters and turf areas under trees and placed in appropriate green waste trash bin(s).

C.9 Clean Up

All walkways, trails, curb, and gutter shall be cleaned, and all debris disposed of offsite prior to the completion of that day's mowing or trimming operations. All debris generated from CONTRACTOR's operations shall be picked up and disposed of offsite. No debris shall be blown into streets, roadways, or adjacent properties.

SECTION D. MEDIAN AND PLANTER/NICHE MAINTENANCE SPECIFICATIONS

All specifications previously listed, and the following specifications shall apply to all serviced landscape areas.

City will accept NO less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape

area, and Fairway Business Park. Failure to comply with this expectation will result in a compliance-based punitive penalty and/or liquidated damages.

D.1 Pruning of Plants and Shrubs

Plants and shrubs shall be pruned and trimmed as needed using accepted horticultural techniques. Plants and shrubs shall be maintained within the limits of their landscaped areas so as not to encroach into sidewalks, walkways, trails, hardscapes, medians, parking spaces, roadways, private property, and/or line of sight.

All plants and shrubs in Landscape Assessment Districts will be contained to a maximum height of six (6) feet except where specifically allowed by the superintendent or appointed designee.

All plants and shrubs in General Benefit Landscape Areas and Fairway Business Park will be contained to a maximum height of three (3) feet or as otherwise directed by the superintendent or appointed designee.

Shrubs shall be pruned to maintain an attractive natural appearance wherever possible. At the conclusion of blooming cycles, all spent blooms shall be trimmed or removed during the regularly scheduled maintenance frequency. Shrubs will be re-sheared prior to attaining six (6) inches of new growth. Vines shall be pruned as often as necessary to maintain a satisfactory appearance and secure attachment to walls and fences.

CONTRACTOR will supply equipment and labor to reset vines in accordance with the corresponding bid item in the Additional Services Fee Schedule Exhibit.

D.2 Trimming or Pruning of Ground Cover

Ground cover shall be pruned according to prescribed horticultural practices per species. Groundcover shall be maintained to provide clearance around irrigation heads and or as directed by superintendent or appointed designee.

D.3 Edging of Ground Cover

Ground cover shall be maintained within the limits of landscaped areas so as not to encroach into walkways, trails, and private property.

D.4 Weed Control

The CONTRACTOR shall implement an integrated pest management program for each landscape assessment district, general benefit area, and fairway business park landscape. Weeding shall be in accordance with the service frequency of each landscape area and be performed with the use of approved herbicides. Care shall be taken to prevent damage to surrounding plant material during applications. The use of selective herbicides shall be used in planters with surrounding plant material. The CONTRACTOR shall assume the cost of herbicides, pre-emergent, and surfactants utilized for integrated vegetation management. The CONTRACTOR is responsible and shall assume liability for the safe handling and application of all herbicides.

Mechanical weed abatement shall not be utilized without the approval of the superintendent or appointed designee.

D.5 Planter Grade, Watering Basins, and Mulching

CONTRACTOR shall maintain watering basins (wells) for shrubs and trees and appropriate planter grade, including backfilling of depressions or rodent burrows. Mulching may be necessary in planter areas as required by the Landscape Superintendent or appointed designee.

Mulch material will be supplied by the CITY and will be made available to the CONTRACTOR at the location where it will be applied.

D.6 Rejuvenation

Major rejuvenation pruning operations will be performed during the winter months as directed by superintendent or appointed designee.

D.7 Plant Material Replacement

The CONTRACTOR shall be responsible for the complete removal and replacement of shrubbery lost due to the CONTRACTOR's inappropriate maintenance or negligence, as determined by either the superintendent or appointed designee.

D.8 Green Waste Disposal

All trimmings shall be removed from the premises during each service day.

D.9 Litter and Debris Removal

Dumped debris, glass, leaves, paper, and/or other debris shall be removed and disposed of offsite during each service day.

D.10 Removal of Seasonal Leaf Litter

Accumulation of leaf and needle litter in all landscaped areas including beds, planters, and turf areas shall be removed in an on-going manner and placed in appropriate green waste trash bin(s).

D.11 Clean Up

All medians, hardscapes, parking spaces, walkways, trails, curb, and gutter shall be cleaned, and all debris disposed of offsite prior to the completion of that service day operation. All debris generated from CONTRACTOR's operations shall be picked up and disposed of offsite. No debris shall be blown into streets, roadways, or adjacent properties.

D.12 Inclement Weather

Inclement weather may prohibit adherence to the service frequency schedule. The superintendent or the appointed designee shall reassign CONTRACTOR maintenance crews to assist city staff with other maintenance during inclement weather. All maintenance missed due to inclement weather shall be rescheduled during the next scheduled maintenance week. Compliance based punitive penalties will be waived during inclement weather reassignment.

D.13 Seasonal Planting

To sustain optimum aesthetic appearance, seasonal planting may be required. CONTRACTOR will supply equipment and labor at a cost in accordance with the corresponding plant material installation bid in the Additional Services Fee Schedule Exhibit to install CITY provided plant material.

Plant material will be made available to the contractor at the CITY's Maintenance Center located at 39110 3rd Street East.

If any planting is required due to the CONTRACTOR's negligence, CONTRACTOR shall be responsible for the cost of plant replacement and installation at no cost to the CITY.

SECTION E. IRRIGATION SPECIFICATIONS

All specifications previously listed, and the following specifications shall apply to all serviced landscape areas.

City will accept NO less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in a compliance based punitive penalty and/or liquidated damages.

E.1 Contractor's Scope of Work

CONTRACTOR will be responsible for all irrigation appendages downstream of the backflow prevention device outlet. The CONTRACTOR shall be responsible for, but not limited to, the maintenance, repair, and/or replacement of system sleeves, mainlines, irrigation control wires, irrigation control valves, valve diaphragms, valve boxes, quick couplers, quick coupler boxes, gate valves, lateral lines, bubblers, drip tubing and emitters, sprinkler heads, and sprinkler nozzles.

The CITY will purchase and provide ALL irrigation materials necessary to service irrigation systems. Irrigation materials will be made available to the CONTRACTOR at the CITY Maintenance Yard located at 39110 3rd Street East.

The CONTRACTOR will be directed to perform seasonal maintenance i.e., clean out the interior of valve boxes, irrigation controller, and backflow prevention device enclosures as well as insulating backflow prevention devices and irrigation booster pumps. CITY and CONTRACTOR staff will check irrigation systems with questionable excessive water consumption. All observed deficiencies shall be corrected in accordance with the engineering details in Section 6 of the City's Engineering Standards.

E.2 City of Palmdale's Scope of Work

The CITY will be responsible for the maintenance, replacement, and programming of all irrigation controllers, enclosures, and associated water conservation equipment. The city will also be responsible for maintenance and/or replacement of backflow prevention devices and enclosures, flow sensors, and pressure regulators.

E.3 Irrigation Material Use Reporting

CONTRACTOR is responsible for reporting the usage of all irrigation materials per landscape assessment district, general benefit area, and fairway business park landscapes as directed by the superintendent or appointed designee. Irrigation material usage logs must be submitted for additional irrigation material to be issued. Observed irrigation system deficiencies shall be reported to the superintendent or appointed designee immediately. The report shall include areas that are over-irrigated and/or under irrigated.

E.4 Irrigation System Testing and Adjustments

All irrigation systems shall be inspected and tested on the respective service day or as necessary when damage is suspected, observed, or reported. Irrigation system tests shall encompass the entire irrigation system for each service area. Irrigation system tests shall ensure proper irrigation system coverage through repair of damaged or defective irrigation system parts. CONTRACTOR shall cycle irrigation controller(s) through each station allowing sufficient time, as required according to emission device, to check the functions of all facets of the irrigation system, make necessary adjustments, and repair all observed defects.

CONTRACTOR shall adjust all sprinkler heads, drip emitter, and bubblers, to provide proper angle, depth, distribution uniformity and ensure matched precipitation rates are per site as-builts. Irrigation adjustments shall be made to prevent excessive runoff of water onto sidewalks, streets, or adjacent properties. CONTRACTOR shall flush lines of rocks, mud, and debris and unplug clogged nozzles. Once adjustments and repairs are completed, CONTRACTOR shall cycle station again to ensure proper operation.

CONTRACTOR shall replace valve boxes and lids to ensure safety and functionality and replace or repair inoperable irrigation equipment identified as CONTRACTOR's responsibility. Any issues with items not identified as the CONTRACTOR's responsibility shall be reported to the superintendent or appointed designee.

E.5 Irrigation System Repairs

All repairs shall be completed according to the engineering details in Section 6 of the City of Palmdale's Engineering Standards and according to accepted industry standards. When repairing older irrigation systems, the repair will be performed to meet current City of Palmdale Engineering standards. Irrigation system pressure regulating valves, pressure compensating screens, sprinklers, nozzles, rotors, bubblers, drip tubes, and emitters shall be replaced to provide matched precipitation rates and distribution uniformity.

CONTRACTOR shall flush irrigation lines and sprinkler heads after irrigation system repairs to clear rocks, mud, and debris, and unplug clogged nozzles or emitters. All repairs shall be completed within 24 hours of being discovered by the CONTRACTOR or of being reported to the CONTRACTOR by the superintendent or appointed designee. The superintendent or appointed designee shall be notified and must approve any irrigation system modification recommended by the CONTRACTOR to improve the irrigation system efficiency.

E.6 Irrigation Service Frequency

Irrigation services, including system testing, adjustments, and repairs, in all locations under this Agreement shall be performed per the service frequency for each designated landscape area, unless otherwise noted.

Landscape Assessment Districts – Irrigation services shall be performed **one time per week (weekly)**, unless otherwise noted.

General Benefit Landscape Areas and Fairway Business Park – Irrigation services shall be performed **one time every two weeks (biweekly)** unless otherwise noted.

Inclement weather may prohibit adherence to the scheduled frequency. The superintendent or appointed designee shall reassign CONTRACTOR maintenance crews to assist city staff with basin maintenance during inclement weather. All maintenance missed due to inclement weather shall be rescheduled during the next scheduled frequency. Compliance based punitive penalties will be waived during inclement weather reassignment.

E.7 Irrigation Staff Training Expectation

The CONTRACTOR shall ensure that all personnel working on the irrigation systems are fully trained in all aspects of landscape irrigation system maintenance. CONTRACTOR staff must be able to easily identify and isolate system problems in a thorough and efficient manner.

CONTRACTOR Supervisor or Lead Worker in charge of irrigation technicians shall be a professionally Certified Irrigation Contractor and/or a Certified Irrigation Technician by the Irrigation Association and/or California Landscape Contractors Association.

E.8 Irrigation System Maintenance Staffing

CONTRACTOR shall provide dedicated irrigation maintenance staff, separate from the landscape maintenance crews. CONTRACTOR shall provide adequate staffing levels to sustain irrigation system maintenance [expectations outlined herein].

CONTRACTOR is required to provide fully trained and qualified irrigation maintenance staff as well as the appropriate tools and equipment including wire tracing and locating devices. CONTRACTOR is required to provide effective and consistent supervision of all staff to ensure compliance with the entire scope of this agreement.

CONTRACTOR shall provide a schedule and roster of irrigation staff to the superintendent or appointed designee. Any changes to the irrigation maintenance schedule or staffing levels shall be presented to the superintendent or appointed designee for approval and before any changes occur. CONTRACTOR shall maintain year-round irrigation maintenance staffing levels.

CONTRACTOR irrigation maintenance staff shall be made available to assist CITY staff in performing seasonal maintenance such as irrigation system renovations, upgrades to irrigation systems, and preventative maintenance repairs outside of growing season. The CONTRACTOR shall be notified by the superintendent or appointed designee when irrigation staff will be needed to assist the CITY with this maintenance work. This work will be scheduled on the service day for the respective landscape service area. The intent of this provision is to prepare irrigation systems for the subsequent growing season and possible spring planting.

SECTION F. INTEGRATED PEST MANAGEMENT SPECIFICATIONS

All specifications previously listed, and the following specifications shall apply to all serviced landscape areas.

City will accept NO less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in a compliance based punitive penalty and/or liquidated damages.

F.1 Use of Herbicides and Pesticides

The CONTRACTOR shall implement an integrated pest management program for each landscaped service area. Integrated Pest Management shall be done in accordance with the respective landscape service area frequency to provide for effective weed and pest control. CONTRACTOR shall submit a list of all herbicide and pesticide proposed for use under this contract for approval by the superintendent or appointed designee. Herbicide materials utilized shall be limited to herbicides approved by the State of California Department of Pesticide Regulation. CONTRACTOR shall provide associated product labels and Material Safety Data Sheets. The use of all restricted materials shall be done according to a Pest Control Advisor's recommendation and shall conform to Los Angeles County Department of Weights and Measures, Agricultural Commissioner regulations.

F.2 Licenses, Certificates, and Records

Herbicides/pesticides shall only be applied according to a pest control advisor's recommendation and shall only be applied by trained & qualified applicators. Records of all herbicide/pesticide application operations shall be prepared and kept according to all applicable regulatory agency requirements. Herbicide/pesticide application reports shall be provided weekly or bi-weekly, based on the respective

service area frequency, to the superintendent or appointed designee. Failure to comply with this exception will result in compliance based punitive penalty.

F.3 Herbicide and Pesticide Applications

CONTRACTOR shall utilize herbicides in accordance with a Pest Control Advisor's and the product manufacturer recommendations. Superintendent or appointed designee shall be notified of all scheduled herbicide applications. CONTRACTOR shall furnish all herbicides required for integrated vegetation control.

F.4 Drift Control

Drift control shall be exercised during all herbicide applications. Given public access of the landscaped service areas, all precautionary measures shall be exercised necessary to ensure public and worker safety.

F.5 Herbicide Edging

Herbicide edging may be used along walls, enclosures, posts, and fences where the continued use of string trimmers will cause damage. Turf around trees that exist in turf areas shall be continually treated with herbicide to provide a six (6) inch to (12) inch buffer in order to protect tree basal flares from mechanical damage as directed by superintendent or appointed designee. These rings shall always be maintained in a weed-free condition.

F.6 Public Notices

CONTRACTOR shall be responsible for posting all required chemical application notifications pursuant to manufacturer recommendation and applicable regulatory agency requirements. No herbicide, rodenticide, or pesticide shall be applied until the superintendent or appointed designee issues written authorization. Restricted materials may only be applied by trained applicators under the oversight of a Qualified Applicator Certificate holder.

SECTION G. TREE MAINTENANCE SPECIFICATIONS

All specifications previously listed, and the following specifications shall apply to all serviced landscape areas.

City will accept NO less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in a compliance based punitive penalty and/or liquidated damages.

G.1 Minor Tree Maintenance Operations

The CONTRACTOR shall perform minor tree maintenance in each landscape service area (Landscape Assessment Districts, General Benefit areas, and Fairway Business Park) including guying, staking, retying, removal of tree stakes, juvenile tree pruning, and skirting of trees up to 7'. Tree pruning shall be in accordance with ANSI 300 pruning standards. Trimming shall be performed for safety, overall aesthetic, balance, health and to provide line of sight for traffic signs and pedestrian sidewalk clearance. City shall provide tree stakes, tree ties and guying material. Failure to meet these expectations will result in compliance based punitive penalty.

G.2 Pruning

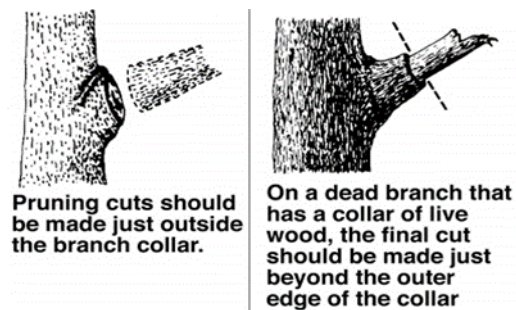
Most routine pruning to remove weak, diseased, or dead limbs can be accomplished at any time during the year with little effect on the tree. As a rule, growth is maximized, and wound closure is fastest if pruning takes place before the spring growth flush. Some trees, such as maples and birches, tend to "bleed" if pruned early in the spring. It may be unsightly, but it is of little consequence to the tree.

A few tree diseases, such as oak wilt, can be spread when pruning wounds allow spores access into the tree. Susceptible trees should not be pruned during active transmission periods.

Heavy pruning just after the spring growth flush should be avoided. At that time, trees expended a great deal of energy to produce foliage and early shoot growth. Removal of a substantial percentage of foliage at this time can stress the tree. When to prune section contains consumer information provided by International Society of Arboriculture.

G.3 Making Proper Pruning Cuts

Pruning cuts should be made just outside the branch collar. The branch collar contains trunk or parent branch tissue and should not be damaged or removed. If the trunk collar has grown out on a dead limb to be removed, make the cut just beyond the collar. Do not cut the collar.



If a large limb is to be removed, its weight should first be reduced. Making an undercut about 12 to 18 inches from the limb's point of attachment accomplishes this. Make a second cut from the top, directly above or a few inches farther out on the limb. Doing so removes the limb, leaving the 12- to 18-inch stub. Remove the stub by cutting back to the branch collar. This technique reduces the possibility of tearing the bark. Tree pruning shall be performed based on the following categories with the intent of developing structurally sound trees symmetrical in appearance with the proper vertical and horizontal clearance. All pruning and trimming operations shall be in accordance with ISA Standards.

- (a) All suckers and sprouts shall be cut just outside the attachment collar to the trunk or limbs.
- (b) All structural weaknesses such as a split crotch or limbs, or severe damage shall be reported to the superintendent or appointed designee.
- (c) All trimmings and debris shall be removed and disposed of offsite at the end of each day's work.
- (d) Under no circumstances will stripping of lower branches be permitted in trees of 8" DBH or less. Lower branches shall be retained in a "tipped back" or pinched condition. Upon approval of the superintendent or appointed designee, skirting of lower branches may be done to mitigate irrigation coverage issues.

G.4 Staking and Tying

Trees, which shall be staked, fall into the following categories:

- (a) Replacement of missing or damaged stakes where the tree diameter is less than six (6) inches.
- (b) In those cases where a tree has been damaged and requires staking for support.
- (c) For new trees or recently planted trees which have not previously been staked.
- (d) THE CONTRACTOR shall use rubber cinch ties or guy wire materials in accordance with the CITY's **Landscape Engineering Standard Details P-2, P-3, and P-4.** (Appendix H)

SECTION H. FERTILIZATION SPECIFICATIONS

All specifications previously listed, and the following specifications shall apply to all serviced landscape areas.

City will accept NO less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in liquidated damages.

H.1 Fertilization Frequencies

Fertilization shall be done as directed by the superintendent or appointed designee. The CITY will purchase and supply fertilizer. CONTRACTOR will supply equipment and labor at a cost in accordance with the corresponding fertilization bid in the Additional Services Fee Schedule Exhibit to fertilize landscape service areas (Landscape Assessment Districts, General Benefit landscape areas, and Fairway Business Park).

Fertilizer material will be made available to the contractor at the CITY's Maintenance Center located at 39110 3rd Street East.

H.2 Turf Fertilization

Turf shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in irrigated sections of landscape service areas. Fertilizer will be mechanically broadcast according to the manufacturer's suggested application rates. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast. CONTRACTOR is responsible for proper calibration of fertilizer spreaders.

H.3 Shrub and Vine Fertilization

Fertilizer will be mechanically broadcast according to the manufacturer's suggested applications rates. Application of the fertilizer shall be done in irrigated sections of landscape service areas. In point source irrigated landscapes, fertilizer shall be applied in a manner to prevent fertilizer build up in the plant foliage. CONTRACTOR is responsible for proper calibration of fertilizer spreaders.

H.4 Ground Cover Fertilization

Fertilizer will be mechanically broadcast according to the manufacturer's suggested application rates. Application of the fertilizer shall be done in irrigated sections of landscape service areas. CONTRACTOR is responsible for proper calibration of fertilizer spreaders.

H.5 Clean Up

All median hardscapes, sidewalks, walkways, curb and gutters, roadways, trails, or other areas dirtied by fertilization operations shall be cleaned before moving onto the next landscape service area. No fertilizer shall be left on sidewalks, roadways, or adjacent properties.

SECTION I. DETHATCH OPERATIONS

All specifications previously listed, and the following specifications shall apply to all serviced landscape areas.

City will accept NO less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in liquidated damages.

I.1 Dethatching

All turf areas shall be dethatched a minimum of once per year, prior to the spring fertilization. Failure to comply with this expectation will result in Liquidated Damages as defined in Section L.

I.2 Minimum Dethatching Standards

Dethatching shall be accomplished by use of a “vertical cut” type dethatch machine. The superintendent or appointed designee shall determine the degree of thatch removal immediately prior to the start of dethatching operations. All thatch and debris shall be picked up and disposed of offsite prior to the end of the workday. CONTRACTOR shall be responsible for the disposal of dethatch debris. CONTRACTOR shall be responsible for damages caused by aeration or dethatching operations.

I.3 Irrigation System Protection

All irrigation system fixtures shall be flagged to prevent damage during dethatching operations. CONTRACTOR shall be responsible for damages caused by aeration or dethatching operations.

I.4 Clean Up

All walkways, roadways, trails, or other areas dirtied by dethatching operations shall be cleaned before moving on to the next landscape service area. No debris shall be left on sidewalks, roadways, or adjacent properties.

SECTION J. AERATION OPERATIONS

All specifications previously listed, and the following specifications shall apply to all serviced landscape areas.

City will accept **NO** less than full completion of the following functions defined herein during applicable service day and within the full span of each Landscape Assessment District, General Benefit Landscape area, and Fairway Business Park. Failure to comply with this expectation will result in liquidated damages.

J.1 Aeration

All turf areas shall be aerated a **minimum of one time each year prior to the summer fertilization**. Failure to comply with this expectation will result in **Liquidated Damages as defined in Section L**.

J.2 Minimum Aeration Standards

Aeration shall be accomplished by removing 1” diameter by 2” deep cores at a maximum spacing of 6” via use of an approved mechanical aeration machine. All cores shall be removed from the turf and disposed of offsite or thoroughly pulverized within twenty-four (24) hours after aerating. CONTRACTOR shall be responsible for damages caused by aeration or dethatching operations.

J.3 Irrigation System Protection

All irrigation system fixtures shall be flagged to prevent damage during aeration operations. CONTRACTOR shall be responsible for damages caused by aeration or dethatching operations.

J.4 Clean Up

All walkways, roadways, trails, or other areas dirtied by aeration operations shall be cleaned before moving on to the next landscape service area. No soil plugs shall be left on sidewalks, roadways, or adjacent properties.

SECTION K. TRAFFIC CONTROL SPECIFICATIONS

Traffic Control standards are applicable to all work performed under the resulting Agreement and are subject to Compliance-Based Punitive Penalties as defined in Section L. Subcontracting for traffic control only will be allowed. (A C-31 license is required).

K.1 Traffic Control Requirements

CONTRACTOR shall be responsible for all work zone safety delineation required at each work site including design and implementation of all temporary work zone traffic control per the California Manual on Uniform Traffic Control Devices, latest edition. CONTRACTOR shall supply all labor and equipment required for proper implementation of temporary work zone traffic control and shall utilize high visibility arrow/message boards while working on all major arterial streets.

Contractor must obtain an Encroachment Permit. Contractor shall provide Engineered Traffic Control Plans per requirements of their Encroachment Permit.

K.2 Traffic Control Encroachment Permit

All traffic control devices and layouts shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices. Applicant shall submit, for City review, an engineered traffic control plan when the proposed construction work involves any of the following conditions: (1) Moving traffic over the street centerline; (2) Reducing the number of travel lanes by more than one lane; (3) Any road closure (one or two-way); and/or (4) Any work performed within 250 feet of a traffic signal.

In addition, at the discretion of the Deputy Director of Public Works/City Engineer, an engineered traffic control plan may be required for other work impacting the public right-of-way. The applicant is solely responsible for the traffic control design and implementation. Furthermore, the applicant is responsible for maintaining the approved traffic control plan for the construction zone on a 24-hours basis. The traffic control plan shall remain in place until work is completed. Any street closure will require the approval of the Deputy Director of Public Works/City Engineer.

K.3 Traffic Control Conditions

Emergency vehicle access shall always be maintained. Access to private property shall always be maintained, unless otherwise authorized by the City of Palmdale. All traffic signs, traffic control devices and traffic control procedures shall conform to the California Manual on Uniform Traffic Control Devices, latest edition.

SECTION L. COMPLIANCE-BASED PUNITIVE PENALTIES, LIQUIDATED DAMAGES, AND PROPERTY DAMAGE RESTITUTION

The CITY will accept NO less than the full completion of the functions defined in the specifications outlined above. If these specifications are not met, CONTRACTOR shall be subject to the Compliance-Based Punitive Penalties, Liquidated Damages, and/or Property Damage Restitution as defined below.

L.1 COMPLIANCE-BASED PUNITIVE PENALTIES

1. ROUTINE SERVICES

Applicable Sections:

Section B.	General Maintenance Specifications
Section C.	Turf Maintenance Specifications
Section D.	Median and Planter/Niche Maintenance Specifications
Section E.	Irrigation Specifications
Section F.	Integrated Pest Management Specifications

Section G. Tree Maintenance Specifications

The city will accept **NO** less than full completion of the service frequency functions during applicable service days and within the full span of each Landscape Assessment District, General Benefit Landscape Area, or Fairway Business Park.

Superintendent, or appointed designees, will notify the CONTRACTOR both verbally and in writing each time not in compliance.

a. Landscape Assessment Districts – Weekly Service

When the CONTRACTOR is deemed in non-compliance, penalties shall be assessed per location/site incident. A first violation shall result in a 50% penalty, a second violation shall result in a 75% penalty, and a third violation shall result in a 100% penalty. A fourth violation shall be subject to Liquidated Damages. Penalties will be based off the respective monthly service fee. Each resulting compliance-based penalty will be deducted from the monthly services invoice. If CONTRACTOR'S performance is unsatisfactory the Superintendent or appointed designees can suspend CONTRACTOR'S operations at any time.

First Violation	Second Violation	Third Violation	Fourth Violation
50% penalty	75% penalty	100% penalty	Subject to Liquidated Damages

b. General Benefit Landscape Areas and Fairway Business Park – Biweekly Service

When the CONTRACTOR is deemed in non-compliance, penalties shall be assessed per location/site incident. A first violation shall result in a 50% penalty, and a second violation shall result in a 100% penalty. If a third violation occurs, contractor shall be subject to liquidated damages. Penalties will be based off the respective monthly service fee. Each resulting compliance-based penalty will be deducted from the monthly services invoice. If CONTRACTOR'S performance is unsatisfactory the Superintendent or appointed designees can suspend CONTRACTOR'S operations at any time.

First Violation	Second Violation	Third Violation
50% penalty	100% penalty	Subject to Liquidated Damages

2. NON-ROUTINE/SEASONAL SERVICES

Applicable Sections:

Section G. Fertilization

The city will accept **NO** less than full completion of the above technical specifications in Exhibit B. When CONTRACTOR is deemed in non-compliance, penalties shall be assessed per location/site incident. A first violation shall result in a \$500 penalty, a second violation shall result in a \$1,000 penalty and a third violation shall result in a \$1,500 penalty. Penalties will be deducted from the monthly maintenance services invoice. If CONTRACTOR is in non-compliance, the superintendent or appointed designees can suspend CONTRACTOR'S operations at any time.

First Violation	Second Violation	Third Violation
\$500 penalty	\$1,000 penalty	\$1,500 penalty

L.2 TRAFFIC CONTROL

Applicable Sections:

Section J. Traffic Control

The city will accept NO less than complete implementation of all traffic control and safety delineation required at the work site as per the California Manual on Uniform Traffic Control Devices latest revision. Superintendent, or appointed designees will notify the CONTRACTOR both verbally and in writing each time not in compliance with the Manual on Uniform Traffic Control Devices.

When CONTRACTOR is deemed in non-compliance, penalties shall be assessed per location/site incident. A first violation shall result in a \$500 penalty, a second violation shall result in a \$1,000 penalty and a third violation shall result in a \$1,500 penalty. Penalties will be deducted from the monthly maintenance services invoice. If CONTRACTOR is in non-compliance, the superintendent or appointed designees can suspend CONTRACTOR'S operations at any time.

First Violation	Second Violation	Third Violation
\$500 penalty	\$1,000 penalty	\$1,500 penalty

L.3 LIQUIDATED DAMAGES

Applicable Sections:

Sections A-G. As noted above
Section I. Dethatch Operations
Section J. Aeration Operations

CONTRACTOR shall be subject to Liquidated Damages if continued compliance-based maintenance violations occur as defined in Item L.1 above, and/or if CONTRACTOR fails to comply with Dethatching and Aeration Operations defined in Section H and Section I respectively.

It shall be agreed by the parties to the Agreement that time is of the essence, and in the event of a delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond agreed upon date, damage will be sustained by the City and that it is or will be impractical to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of twenty-five hundred dollars (\$2,500) for each working day delay in completing the schedule set by the Contractor, as set forth in the Agreement beyond any timeline or due date, or authorized extension. These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement or may be recovered by the City through any lawful means. The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Contractor shall notify the City's representative in writing of the causes of delay within one (1) business day from the beginning of any such delay. The successful Contractor shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

L.4 FORCE MAJEURE

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

The City will ascertain the facts and the extent of the delay and extend the time for performing the services for the period of the enforced delay when and if the judgment of the superintendent, or designee, the delay is justified. The superintendent or his designee's, decision shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however, caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

L.5 RESTITUTION FOR PUBLIC OR PRIVATE PROPERTY DAMAGE

Any private or public property removed or damaged due to negligence or substandard maintenance shall be replaced and or repaired at the CONTRACTOR'S expense to the absolute satisfaction of the superintendent and/or private property owner. Replacement and or repairs shall take place no later than five (5) working days from the date of damage, unless otherwise authorized.

Section 4 - Respondents' Mandatory Administrative Requirements and Qualifications

This RFP, together with the successful Respondent's response, exhibits, written questions and clarifications, amendments or revisions signed by both parties and presented to the City and the City contract and/or purchase order, shall constitute the entire and final agreement between the City and the successful Respondent relating to the rights granted and the obligations assumed by the parties; and is the Contract when the City awards the Contract to the successful Respondent(s).

The Respondent must provide the following mandatory information. Failure to provide this information may cause your proposal to be deemed "non-responsive":

- A. **Business License.** The awardee of the contract resulting from this Solicitation shall meet the City's Business License Tax requirements in accordance with Palmdale Municipal Code (PMC) Chapter 3.44. See the following link to *Application for Business License - Out of City Contractors*.
 - a. <https://cityofpalmdale.org/156/Business-License>
 - b. Respondents with a business location within or outside the City of Palmdale shall meet their local Business License Tax requirements. **A copy of the license must be submitted with the bid proposal response.** Business licenses must be made in the official name of the firm or the individual under which business is conducted (showing the official business addresses) and must be signed.
- B. **Other Licenses and Certifications.** Respondent, at their own expense must secure any business or professional licenses, certifications, permits, or fees required by the City of Palmdale and other agencies and possess the capability and ability to provide all services listed herein. Respondent must list all and provide copies of applicable licenses with license numbers and certifications, where applicable.
- C. **Required Insurance/Bonds.**
 - a. ***No exceptions and/or deviations to insurance requirements allowed. (Non-negotiable)***
 - b. The Respondent shall submit with their proposal response evidence of insurability at limits described in **Attachment B – Sample Contract for Services** and a copy of your current insurance coverages. Respondent shall submit Attachment A, **Exhibit D - Certification of**

Insurability provided herein with their Offer to the City assuring compliance with the insurance requirements requested in this RFP and **Attachment B – Sample Contract for Services** (Section 10).

- c. Attached as **Attachment B** is a sample City of Palmdale *Contract for Services* agreement. This sample document may be used to form the resulting contract along with any other additional provisions the City determines to be appropriate.

If a Respondent has a question as to their ability to provide the required coverage and to ensure compliance with this bid proposal document, Respondent should promptly forward the insurance requirements indicated in this RFP and the Sample Contract for Services to their insurance broker/agent prior to submitting a proposal response.

The Respondent will sign and deliver to the City the Agreement, together with all certificates, evidence of insurance and bonds required by the Contract Documents within ten (10) days after receipt of the City's Notice of Award. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security, if applicable. On the failure or refusal of such, the second or third lowest Bidder execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the City.

The cost of such insurance/bonds shall be borne by the successful Respondent.

Proof of Coverage

The successful proposer shall immediately furnish certificates of insurance to the City of Palmdale evidencing the insurance coverage, including endorsements for each separate policy, prior to the commencement of performance of service, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the CITY and successful proposer shall maintain such insurance from the time the awardee commences performance of services hereunder until the completion of such services.

If applicable to this RFP, to the extent that the Contractor subcontracts with any other entity or individual to perform all or part of the Contractor's Work, the Contractor shall require Subcontractors, prior to the commencement of the Work, to furnish evidence of equivalent insurance coverage that includes in all respects the same terms and conditions as set forth herein. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor's or the Subcontractor's insurance obligations set forth herein.

After the CITY has drafted the contract and it has been delivered to the successful Respondent for signature, they will have ten (10) days to return the contract document, certificate(s) of insurance, and any bond requirements, in accordance with the requirements identified in this RFP to be incorporated into the resulting contract.

D. References

- a. Respondents must submit at least four (4) references on **Attachment A, Exhibit F – Client**

References form provided within this RFP. References will be asked to complete a questionnaire and asked to return it to the Purchasing Division directly by a designated date and time. It is the Respondent's responsibility to ensure that Reference Contacts are willing to provide a reference. **Note: To expedite the evaluation process, the City requests accurate email and/or fax numbers are provided with company address on Attachment A, Exhibit F - Client References form.** References will not be considered if information provided is missing, incomplete and/or inaccurate.

Section 5 - Submit Proposal Response in Prescribed Format and Content

A. Presentation

Proposals shall include all relative background and promotional materials. Presentations should be detailed and provide some examples of similar project successes. Appendices, as requested in this RFP, should provide information relevant to the proposal and not consist of the Proposer's general marketing materials.

B. Letter of Transmittal

The Letter of Transmittal shall be addressed to the Purchasing Division, and must, at a minimum, contain the following:

- a. The Bidder's name, address, e-mail, and telephone.
- b. The name, title or position, email and telephone number of the individual authorized to bind the Bidder's business contractually; this person must sign the cover letter. **An unsigned letter may cause the proposal to be rejected.**
- c. The name, title or position, email and telephone number of the primary contact and/or account administrator with whom the City is to communicate throughout the RFP process.
- d. A statement expressing the Bidder's willingness to perform the services as described in this RFP.
- e. A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the proposal response.
- f. Proposed working relationship between Proposer and subcontractors, if applicable.
- g. A statement of the effect that the proposal shall remain valid for a period of not less than one hundred twenty (120) days from the date of submittal.
- h. The cover letter must contain a statement that the Bidder acknowledges that all documents submitted pursuant to this RFP will become a matter of public record.

C. Organizational Structure, Qualifications, and Experience of Firm

- a. Proposer shall address and respond to the following:
- b. Provide a brief history of your firm and its operations. Include the year formed (corporation, partnership, sole proprietorship); number of employees, size, ownership structure, and any ownership changes that occurred during the past five (5) years.
- c. Provide the address of the office that would service this account. If you have other office locations, where are they located (address and telephone number), what are the primary functions performed with each office?
- d. Organizational structure, including parent/subsidiary relationships, if any:

- e. Proposer's team unit listing major functional areas with the names and titles of key staff in each area and their relevant experience, inclusive of duties and years of performance. If there are staffing overlaps, please indicate and explain as a footnote.
- f. Provide details on the financial condition of your firm and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger), which may impede Proposer's ability to provide.
- g. Describe Firm's experience in performing like services of a similar nature for municipalities, other government agencies or similarly sized organizations or institutions.
- h. Highlight the participation in such work by the key personnel proposed for assignment to the services described in this RFP.

D. Proposed Staffing and Management Plan

This section of the proposal should establish the method that will be used by the Proposer to manage the proposed services offered, as well as identify key personnel assigned.

- a. Identify and provide biographies of your firm's senior leadership and the primary and back-up staff who would be assigned to this resulting Agreement.
Biographies shall include the following information below:
 - 1. Total years of relevant experience with the current firm.
 - 2. Describe the commitment and ability of the management team to respond immediately to issues relating to the service(s) proposed. Proposer shall demonstrate how this requirement will be fulfilled and should indicate the percentage of time each key individual will be dedicated to our City of Palmdale project.
 - 3. Include a statement that key personnel proposed will be available to perform the proposed services for the duration of the contract, on-site when requested by CITY, acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written concurrence of CITY. In addition, CITY reserves the right to direct the Proposer to remove any individual, including Key Personnel, assigned to the resultant agreement.

E. Technical Proposal

- a. This section of the proposal shall be specific, complete in all respects, and should establish the ability of the Proposer to satisfactorily perform **The City of Palmdale Landscape Maintenance Services** - by reason of:
 - 1. Capabilities and capacity to perform services and implement system;
 - 2. Experience in performing work of a similar nature and size;
 - 3. Expertise in the **Landscape** process;
 - 4. Record of meeting performance standards on similar projects; and
 - 5. Specific and clear timelines and tasks and goals to accomplish the project.
- b. Particular attention should be given to **Section 3 - Scope of Services/Work**, to ensure the Proposer's ability to fulfill all requirements is demonstrated in its submittal. Proposer must demonstrate that it (and other personnel or subcontractors that will

be performing the work, if applicable) is/are qualified to perform the pertinent responsibilities described in **Section 3 - Scope of Services/Work**.

c. Please include in the technical proposal the following:

1. Transition Plan: Provide a detailed "Initial Transition Plan" that sufficiently describes the plans and schedule of events leading up to the provision of the maintenance services in no more than three (3) pages.
2. Proposed Methodology: Attach an explanation on how your company will provide the requested services as specified. In no more than three (3) pages include a description of how the project will be staffed (include number of employees, equipment, number of days, etc.)
3. Quality Control Measures: Attach a detailed description of your Quality Control Program in no more than two (2) pages detailing how your company will ensure that the specifications will be met efficiently and effectively, including any software for tracking work. Include methodology on how you will communicate problems, what steps you will take to prevent or minimize potential service issues. Explain how your company will respond to inquiries or complaints reported by City, including current email capability to receive online maintenance requests from the City. Other issues to address are response time to correct deficiencies, employee training, and recognition programs.

F. Forms

The proposal must contain all forms included in Attachment A and Appendix A – C.

G. Additional Information (optional)

- a. This section should be limited to information not covered elsewhere in the proposal that is directly related to the Respondent's qualifications to provide the products and/or services listed above.

H. Cost Proposal:

- a. The Respondent shall itemize all the costs associated with the project and shall include a total project cost to complete all the requirements as defined in the Scope of Services/Work in Section 3. The itemized total cost summary shall outline all the costs such as, but not limited to, Project Management, license(s), travel, report(s), and Hourly Labor Rate for each classification, along with estimated hours required to complete the project. (See Appendix A - C)
- b. Firm shall be solely liable for compensation due to employees, adhere to all the minimum wage requirements and overtime guidelines. Proposer has considered the State of California mandate and provided a cost proposal accordingly to ensure the minimum wage requirement are met each year of the resultant contract.
- c. The 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. Respondent must list all applicable taxes in their offer. The City, when determining the lowest overall cost will not consider applicable taxes stated in the offer when evaluating cost proposals.

Section 6 – Selection Criteria & Award Process

Evaluation of the proposals will be based on a competitive selection process, in which the evaluation of proposals will not be limited to price alone. The capability of the Respondent to satisfy the city requirements identified in Scope of Services/Work and the experience of the Respondent and the person designated to lead/manage the project on behalf of the Respondent's firm in providing services of this type, size and scope will also be considered in the selection. This RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation of a prospective Respondent's qualifications. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of best value to CITY.

The CITY reserves the right to reject any-and-all proposals. The evaluation committee will grade and score responsive proposals with the following criteria and weights: The competitive selection evaluation criteria are as follows:

Evaluation Criteria:

Criteria	Maximum Score
Ability/Methodology • Provide innovative approaches and techniques in delivery of service and partnering with City. • Demonstration of high-level quality service under similar conditions to similar institutions. • Proven competencies in the effective and efficient use of natural resources. • Implementation of best management practices. • Policies that provide highly trained, competent staff at all levels of the organization. • Stability and long-term high-quality performance.	15
Communication/Quality Control • Well-organized communication systems. • Reporting Capabilities. • Response Times for complaints. • Response Times for service issues and maintenance requests.	15
Project Staffing • Qualifications, certifications, expertise, and knowledge of all staff members. • Proposed projected schedule for each area to meet the Scope of Work as noted in section 3. • References will be checked, and the committee may determine a review session is necessary to ensure capability.	15
Cost Proposal. Mathematically calculated based upon the reasonableness of the cost or price proposed for services. Competitiveness of the price with the other proposals received and least amount of risk. Completeness and adequacy of data in support of the figures quoted, and the basis which prices	40

Criteria	Maximum Score
are quoted.	
References/Past Performance - References will be checked, and the committee may determine a review session is necessary to ensure capability. - Past Performance under similar conditions of services for similar institutions and for previously provided services with the City.	15
TOTAL POINTS MAXIMUM 100	

The City may contact and evaluate the Respondent's references; contact any Respondent to clarify any response; contact any current users of a Respondent's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of the City.

Best Value is the expected outcome, in the City's estimation, which provides the greatest overall benefit response to this RFP. If the committee determines it to be necessary, it may conduct interviews and negotiations with firms within the established competitive range.

CITY will notify proposers in advance of their scheduled interview date.

The interview may consist of a short presentation by the Proposer, after which CITY may ask questions and/or request for clarification related to any part of the firm's proposal and qualifications. CITY may also enter into negotiation with the Proposer.

At the conclusion of interviews, demonstrations, and negotiations, the evaluation committee may choose to proceed using one of the following processes:

- The committee may find it necessary to re-score the proposals considering information gained during the interviews, demonstrations, and/or negotiations process. The proposals will be scored in the same manner as the original proposals.
- The committee will score the interview through a separate process and the cumulative total of both the original evaluation criteria score, and interview score will be utilized.
- The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals. (Both Process A, Process B, and Process C may result in a new ranking and competitive range.)

PRIOR CITY WORK:

If your firm has prior experience working with the City, **DO NOT** assume this prior work is known to the evaluation committee. To be fair to all respondents, the evaluation process may consider only information that is included in the respondent's bid proposal. Therefore, all respondents must fully respond to the requirements of the RFP, regardless of their previous history with the City.

The City reserves the right to make an award to a Respondent whose proposal it judges to be the best value and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Respondent and without soliciting BAFOs.

Contract Award

Any reference to the word “bid” contained in this RFP shall mean “proposal”.

The award of a contract shall be made to the responsible vendor or firm whose proposal is determined to be the best evaluated offer, taking into consideration demonstrated competence, qualifications, and response to the Scope of Services and/or Work to perform the work and/or service solicited and specified criteria, local preference, etc. in accordance with City of Palmdale Ordinance 1398 in the RFP.

It is understood that the City reserves the right to accept or reject any and all proposals and to re-solicit for proposals, as it shall deem to be in the best interests of the City. Receipt and consideration of any proposals shall under no circumstances obligate the City to accept any proposals.

The City reserves the right to award a contract to multiple Contractors or to a single Contractor, or to make no award, whichever is in the best interest of the City.

City Authorized Representative. After award of this contract, the Director of Finance, or his/her designee, shall be the City's authorized representative in all matters pertaining to the administration of the terms and conditions of the resulting contract and to whom all notices must be sent. The successful Respondent's contract manager shall be responsible for coordinating all matters pertaining to the resultant contract with the City's Director of Finance and/or designee.

Section 7 – General Terms and Conditions & Instructions

A. No Contact Policy

- a. The City has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate and, where necessary, request any clarification prior to submission of a proposal. **Respondents are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Division will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Division is unauthorized and will be considered invalid.
- b. After release of this Solicitation, no officer, employee, agent, or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's Firms, or directly or indirectly through others, seek to influence any City Council members, City staff, or City's Firms regarding any matters pertaining to this Solicitation, except as herein provided. Respondents are specifically directed not to contact any other City personnel for meetings, conferences or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of the Respondent's proposal.

B. Solicitation Questions, Answers and Addenda

- a. Respondents are responsible for obtaining the solicitation and any attachments from the City's PlanetBids (PB™) online system at www.cityofpalmdale.org. It shall be the sole responsibility of the Respondent to verify issuance of any City responses to questions and addenda and to check all avenues of document availability prior to the proposal due date and time. By submitting a proposal, the Respondent shall be deemed to have received all City responses to questions and/or addendums, if applicable, and to have incorporated

them into its proposal. All such City responses and addenda shall become a part of the resulting contract and all Respondents shall be bound by such City responses and addenda whether or not received by the Respondent.

C. Proposal Submission

- a. Proposal responses shall be submitted electronically through the City's bid management system, PlanetBids (PB™) online system. Unless specified in the RFP, no other method of submitting proposals will be accepted. Respondents may not submit proposals by fax, email, or telephone; any proposal received through any means other than those specified will be returned unopened.
- b. Respondents are solely responsible for the "on time" submission of their electronic Proposal response. The City will only consider Proposal responses that have transmitted successfully and have been issued a confirmation number with at time stamp from the City's bid management system indicating that the proposal response was submitted successfully.
- c. Respondents experiencing any technical difficulties with the Proposal response submission process may contact the City's bid management system Support at (818) 992-1771 or email support@planetbids.com.
- d. An Offer may be withdrawn any time before the solicitation due date and time. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before this deadline. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided by applicable law.
- e. Omissions. At the time of the opening of proposals each Respondent will be presumed to have read and to be thoroughly familiar with the requirements of the RFP. The failure or omission of any Respondent to examine any form, instrument or contract document shall in no way relieve any Respondent from any obligation in respect to their proposal.

D. Proposals from Related Parties/Multiple Proposals Received from One Respondent.

When two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) Respondent, for any contract, such proposals shall be judged non-responsive and will not be considered. Related parties mean Respondents or the principles thereof, which have a direct or indirect ownership interest in another company for the same contract or in which a parent company or the principles thereof of one (1) company have a direct or indirect ownership interest in another company for the same contract.

E. Expenses Incurred

The City shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.

F. California Public Records Act.

Proposals received will become the property of the City. All proposals, tabulations, if applicable, and any subsequent contracts will be subject to public disclosure per the "California Public Records Act," California Government Code, sections 6250 – 6270, once the City has awarded the contract resulting from this solicitation. The City reserves the right to make use of any information or ideas in the proposals submitted.

- a. Regardless of any identification otherwise, including marking some or all pages as "confidential" or "proprietary," information in proposals shall become a part of the public record and subject to disclosure without any further notice to the Respondent. The City shall not in any way be liable or responsible for the disclosure of any such records.

Procedure to Protect Disclosure of Trade Secrets or Proprietary Information - In order for trade secrets or proprietary information to be protected from disclosure, the vendor must comply with the following procedure:

- i. Protection must be timely invoked - The vendor must invoke the protections of this section prior to or upon submission of the data or other materials to the City and must designate the data or other materials to be protected and state the reasons why protection is necessary.
- ii. Designation must be valid - If a vendor identifies all materials as a trade secret or as proprietary information, the procuring department or Purchasing Division may contact the vendor and request that the vendor further explain in writing why all of the materials are, in fact, trade secrets or proprietary information.

G. **Exceptions to Solicitation and/or Contract for Services Provisions.**

Any exceptions to the specifications and requirements stated in this RFP and/or terms and provisions of the *Sample Contract for Services (Attachment B)* shall be clearly identified including the specific objection(s) and/or exceptions on the City provided *Deviations and/or Exceptions Form (Attachment A, Exhibit G)*.

- a. Proposals including supplemental terms and conditions will be considered, but supplemental conditions that conflict with those contained in this RFP, or that diminish the City's rights under any contract resulting from the RFP, will be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the City's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

- b. Failure to list an exception or objection shall preclude a request for changes to the Contract. The proposed form of contract is included as a part of this Solicitation. In your Offer you must include a statement that you have reviewed the contract and list any objections to them. Any objections to the form contract will be considered and included in CITY's evaluation of your offer. If you fail to list any objections to the form of contract, you will not be allowed to raise any objections later if you are selected for award. An offer that takes exception to a material requirement of any part of the Solicitation or Contract may be rejected as non-responsive.

H. **Protest**

Per Palmdale Municipal Code 3.08.180 Bid protest procedures/public works construction bids

All protests regarding a solicitation must be submitted in writing to the City's Project Manager listed in the solicitation materials. This includes all protests relating to advertising of the notice inviting bids, deadlines, and bid proposal opening, as well as any protest relating to alleged improprieties with the solicitation process. To be considered valid, the protest must be submitted on contractor letterhead, and (1) specify the grounds upon which the protest is based and (2)

come from a respondent for the award of a contract who claims to be the lowest responsive bidder. A protest will not be considered valid if filed by a bidder who cannot show they would be awarded the contract if their protest were accepted.

- a. Respondents who have submitted a bid proposal are permitted to challenge the City's intent to award a contract. A bidder shall have five calendar days after the posting of the bid results on the City's electronic bid management system to file a protest. A protest must include:
 - (1) The name, address and telephone number of the protester.
 - (2) The signature of the protester or its representative.
 - (3) Identification of the project and the solicitation or contract number.
 - (4) A detailed statement of all the grounds for the protest including, without limitation, all facts, supporting documentation, legal authorities, and arguments in support of the grounds for the protest, including providing copies of all relevant documents. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the written protest shall be deemed waived. Any protest not conforming to these procedures shall be rejected as invalid.
 - (5) The form of relief requested.

Failure to protest within the time allotted shall constitute a waiver of any protest.

- b. The Director of Finance, or designee, shall review the merits and timeliness of the protest and issue a written decision to the respondent within seven calendar days of receipt of the protest.
- c. The decision of the Director of Finance, or designee, is final. However, the decision is reviewable under the California Code of Civil Procedure Section 1094.5 et seq. The time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094.6, or as such section may be amended from time to time. (Ord. 1599 § 1 (Exh. A), 2022)
- d. Respondents who have submitted a bid proposal are permitted to challenge the City's intent to award a contract. A Respondent shall have five (5) calendar days after the issuance of the Intent to Award to file a protest. All protest regarding the solicitation process must be submitted in writing to the City of Palmdale Purchasing Division. This includes all protests relating to advertising of invitation to bid notices, deadlines, bid proposal opening, as well as any protest relating to alleged improprieties with the solicitation process. The protest must specify the grounds upon which the protest is based. A valid protest must (1) come from an actual respondent for the contract, and (2) who claim to be the rightful awardee. That is, protest is not valid if filed by a respondent who cannot show they would be awarded the contract if their protest were accepted. No protest shall lie to challenge the terms and conditions of the request for proposals. No protest shall lie for a claim that the selected Respondent is not a responsible Bidder.
- e. FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST. City of Palmdale is aware of the time and effort you expend in preparing and submitting bids to City of Palmdale. Please let us know of any bid requirement causing you difficulty in responding to our Invitation for Bid. We want to facilitate your participation so that all responsible vendors can compete for City of Palmdale business. Awards should be made approximately two to four weeks after the opening date. Except as otherwise provided herein, the Purchasing Division shall reject any protest that is either untimely received or fails to state the basis for the protest and the relief sought. However,

the Purchasing Division may, in its discretion, consider any protest that is untimely, and may grant any remedy if the protest is determined to be meritorious and the remedy granted is determined to be in the best interests of the City.

A protest must include:

- i. The name, address, and telephone number of the protester.
 - ii. The signature of the protester or its representative.
 - iii. Identification of the project and the solicitation or contract number.
 - iv. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - v. The form of relief requested.
 - f. The Purchasing Division shall issue a response to the protest within ten (10) calendar days after receipt of the protest. The response shall be in writing and shall state the reasons for either denying or upholding the protest. The decision of the Purchasing Division shall be final unless the protesting vendor appeals within three (3) business days of receipt of the response.
- I. **Debarment Disclosure**
- If the firm, business, or person submitting this bid proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall fully explain the circumstances relating to the preclusion or proposed preclusion in the offer. The Respondent shall include a letter with its offer setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided. See **Attachment A, Exhibit E – Bidder Disclosure Statements**.
- J. **Non-Collusion and Non-Discrimination**
- The Respondent did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- The Respondent does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state, and local laws and executive orders regarding employment.
- K. **Offer Acceptance Period**
- All bid proposals shall remain open for 120 days after the day of the opening of bid proposals, but the City may, at its sole discretion, release any Respondent and return the security (as applicable) prior to that date. No Respondent may withdraw his/her offer during this period without written permission to the City. Should any Respondent refuse to enter into a contract, under the terms and conditions of the procurement, the City may retain the security (as applicable), not as a penalty, but as liquidated damages.
- L. **Proposal Ambiguity**
- Any ambiguity in the proposal because of omission, error, and lack of clarity or non-compliance by the Respondent with the specifications, instructions, and all conditions of proposing shall be construed in the favor of the City.

M. Right to Negotiate and/or Reject Proposal

This RFP does not commit the City to enter-into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City may:

- a. Make the selection based on its sole discretion.
- b. Reject submissions which, in the sole judgment of CITY, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information or contain errors. Conditional proposals will not be considered.
- c. Make the selection based on its sole discretion.
- d. Reject any-and-all proposals.
- e. Issue subsequent Request for Proposals.
- f. Postpone opening proposals for its own convenience.
- g. Remedy errors in the Request for Proposals process.
- h. Negotiate with any, all, or none of the Respondents.
- i. Accept other than the lowest offer.
- j. Waive informalities and irregularities in the proposals; and/or
- k. Enter into an agreement with another Respondent in the event the originally selected Respondent defaults or fails to execute an agreement with the City.

Respondents will not be reimbursed for any cost associated with the preparation of their proposal for the Plan. Upon submittal, all documents will become the property of the City of Palmdale, and as such, shall be public information. Proposals and attachments will not be returned to proposing firms. The City of Palmdale reserves the right to reject any or all requests for proposals to waive technicalities or informalities, and to accept any request for proposal deemed to be in the best interest of the City.

N. Debrief and Evaluation

After award of contract, the awardee's performance is noted throughout the contract. It is the intent of the City to have a debrief for both the City and the awardee along with an evaluation of the project. Categories to be evaluated include but are not limited to; meeting timelines, staying in budget, quality of work, safety practices, flexibility, etc.

Section 8 – Qualifications for Bidders

In addition to the DIR registration requirements and possessing valid contractor's license(s) for the public work specified, the Bidder may be required before the award of any contract to show to the complete satisfaction of City of Palmdale that the Bidder or, when applicable, the bidder's Subcontractor has the necessary facilities, ability, and financial resources to provide the goods or service specified herein in a satisfactory manner. The Bidder is required to give recent experience in conducting work for contracts of similar scope, complexity, and magnitude, particularly for government agencies and references that will be contacted via email to satisfy City of Palmdale in regard to the Bidders' or the Bidder's Subcontractor's qualifications.

City of Palmdale may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder or his/her Subcontractor to perform the work, and the Bidder shall furnish to City of Palmdale information for this purpose that may be requested. City of Palmdale reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy City of Palmdale that

the Bidder or Bidder's Subcontractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the Bidder's or Bidder's Subcontractor's qualifications shall include:

- a) The ability, capacity, skill and financial resources to perform the work or provide the goods or service required,
- b) The ability of the Bidder or Bidder's Subcontractor to perform the work or provide the goods or service promptly or within the time specified, without delay or interference,
- c) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder or Bidder's Subcontractor,
- d) The quality of performance of previous contracts or services.

Section 9 – Public Works Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, the City requires proof of public works contractor registration before accepting a bid or awarding a contract. All contractors and subcontractors are required to provide evidence of current registration with the Department of Industrial Relations to perform public work on the Bid Due Date and Time referenced on Page 1 of this IFB.

Section 10 – Prevailing Wage Requirement

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder. Prevailing wage rates are made available online at <http://www.dir.ca.gov/dslr>. The successful bidder and if applicable, all subcontractor(s) under them, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal or enter a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the contract term.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

The effective date of each determination is ten (10) days after the issue date (8 CCR § 16000). The general determinations are issued twice a year (February 22nd and August 22nd) and go into effect ten days thereafter (March 3rd in a leap year and March 4th in a non-leap year for determinations issued on February 22nd, and September 1st for determinations issued on August 22nd).

Modification of Effective Date of Determination by Asterisks. Meaning of single and double asterisks. Prevailing wage determinations with a single asterisk (*) after the expiration date which are in effect on the date of advertisement for bids remain in effect for the life of the project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday pay rates, and employer payments to be paid for work performed after this

date have been predetermined. If work is to extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. The contractor should contact the Prevailing Wage Unit, DLSR, or the awarding body to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the life of the project.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract.

After verification that the bidder is qualified to perform the work the City shall award the contract to the lowest responsible bidder submitting a responsive Bid.

Section 11 – Contractor's Labor and Wage Rates

- A. There shall be paid each craft or type of worker employed by the Contractor or Subcontractor engaged in Work under this Contract not less than the applicable wage rate, including legal holiday and overtime rates, found and determined by the Director of the Department of Industrial Relations for the State of California, *prior to the publication of the Notice Inviting Bids*, in accordance with the Standards set forth in Section 1773 of the California Labor Code. Copies of the Prevailing Rate of Per Diem Wages are on available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>.

The Contractor shall comply with the provisions of Section 1775 of the Labor Code which, so far as material hereto, reads as follows: "Except as otherwise provided by law, the contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or subcontractor."

The Contractor and each Subcontractor performing work, in conjunction with this Contract shall comply with the provisions of Section 1776 of the Labor Code of the State of California.

- B. The prevailing wage rates specified by the State of California are minimum rates only, and the CITY will not consider any claims for additional compensation made by the Contractor or Subcontractor because of payment by the Contractor or Subcontractor of any wage rate in excess of the applicable rate contained in this Contract.

Should Premium Time Work and/or Time and Material Work not in the Work be required during the progression of this Project, it may be awarded in accordance with those rates or as agreed otherwise between CITY and Contractor.

- C. Eight (8) hours labor constitutes a legal days' work for each worker employed in the execution of this Contract. The time of service of any worker employed in the execution of this Contract is limited and restricted to eight (8) hours during anyone (1) calendar day, and forty (40) hours during any one (1) calendar week, except as hereinafter provided.

Notwithstanding the provisions of Sections 1810 to 1814 of the Labor Code of the State of California, and notwithstanding the foregoing stipulations inserted herein pursuant to the requirements of said Sections, work performed by employees of the Contractor or any Subcontractor in excess of eight (8) hours per day, and forty (40) hours during any

one (1) week, in the execution of this Contract, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, at not less than one and one-half (1-1/2) times the basic rate of pay.

- D. The Contractor shall pay to workers needed to execute the Contract the per diem wages as defined in Labor Code Section 1773.9.
- E. Only apprentices who are in training under apprenticeship standards and written apprentice agreements complying with Division 3, Chapter 4, Section 3070, et seq., of the Labor Code, are eligible to be employed in the performance of this Contract.

The term 'apprentice' as used in these Contract Documents means a person at least sixteen (16) years of age who has entered into a written agreement with an employer or their agent, and association of employers, or an organization of employees, or a joint committee representing both in conformity with the provisions of Division 3, Chapter 4, Section 3070, et seq., of the Labor Code.

Every apprentice employed in performance of this Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which they are employed and shall be employed only at the work of the craft or trade to which they are indentured.

The Contractor or any Subcontractor performing any of the work under this contract who employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work to be constructed or performed under this Contract, to which fund or funds other Contractors in that area are contributing, shall contribute to the fund or funds in each craft or trade in which the Contractor or Subcontractor employees journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other Contractors do, but where the trust fund administrators are unable to accept such funds, Contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

The Contractor or Subcontractor may add the amount of such contribution in computing their Bid for the Contract. The Contractor shall be responsible for complying with Section 1777.5 of the Labor Code for all apprenticeable occupations.

The Contractor shall conform to all requirements of Sections 1777.5 and 1777.6 of the Labor Code.

- F. For further requirements related to matters specifically mentioned above, reference is hereby made to Division 2, Part 7, Chapter 1 of the Labor Code, with which compliance is required and to which reference is hereby made for further particulars.
- G. Pursuant to Section 7103.5 of the Public Contract Code: "in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body 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 Cartwright Act (Chapter 2 [commencing with Section 16700] or Part 2 of Division 7 of the Business and Professions code), arising from purchases of goods, services, or materials pursuant to the public works contract or

subcontract. The assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

Section 12 – Bonds

Requirements:

- ☒ The successful Contractor shall post a **performance bond, certified check or money order** in the amount of **50% of the projected annual services price for each year** of the resulting contract term if awarded. Such bond is requested by the CITY before the day of City Council approval of the contract and collected within ten (10) days as a guarantee of timely delivery and that equipment, materials and/or goods are delivered according to specifications. CITY may request the Bond sooner, if time is of the essence on the project.
- ☒ The successful Contractor shall post a **payment bond** in the amount of **50% of the projected annual services price for each year** of the resulting contract term if awarded the purchase. Such bond is requested by the CITY before the day of City Council approval of the contract and collected within ten (10) days. CITY may request the Bond sooner, if time is of the essence on the project.
- ☐ Unless otherwise expressly provided in the bid documents, if any individual project performed under the resulting Contract exceeds \$25,000, the successful Contractor shall provide a payment bond in the full amount of the project. Such bond is requested by the CITY before work is to be performed on the specified project.

Except as otherwise provided in the agreement, a Bidder to whom a Contract is awarded shall promptly furnish, at his own cost and expense, the requisite Faithful Performance and Payment Bonds with a responsible Corporate Surety authorized to issue such bonds in California, and subject to approval of the City Attorney.

Faithful Performance Bond

The Faithful Performance Bond shall be in the sum of not less than fifty percent (50%) of the maximum amount of the Contract price, including any escalation stated in the Quotation and continued upon the faithful performance by the said Bidder of all covenants, terms, conditions and stipulations in the manner specified therein, and that all materials used and workmanship employed in the performance of the Contract shall be free from defects, and that should any defects therein appear within a period of one (1) year from the date of acceptance by the CITY, the Contractor shall, at his own cost and expense, repair, replace and correct such defects to the satisfaction of the Project Manager within thirty (30) days after notice thereof by the CITY.

- In the event of an award of a multi-year contract, the performance bond is required to be renewed or extended with the use of a Continuation Certificate and filed with the CITY annually. The CITY requests and requires Verification/Validation that the bond remains in effect for the full term of the contract.
- Continuous Bond – The phrase “otherwise it shall remain full force and effect” confirms the bond remains in effect without renewal documentation.

Payment Bond

The Contractor to whom the contract is awarded shall, in addition to the Faithful Performance Bond, furnish a Payment Bond in the sum of not less than fifty (50%) of the maximum amount of the Contract price and shall be conditioned and provide that if the Contractor or his Subcontractors, fails to pay for any

materials, transportation, appliances, or utilities used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such Work or labor, said Surety will pay the same in an amount not exceeding the sum set forth in this contract, and also in case suit is brought upon the bond a reasonable attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons, firms, and corporations entitled to file claims under and by virtue of the provisions of Section 9100 of the Code of Civil Procedure of the State of California.

In the event of an award of a multi-year contract, the performance bond is required to be renewed or extended with the use of a Continuation Certificate and filed with the CITY annually. The CITY requests and requires Verification/Validation that the bond remains in effect for the full term of the contract.

- Continuous Bond – The phrase “otherwise it shall remain full force and effect” confirms the bond remains in effect without renewal documentation.

Section 13 – Subcontractors

[X] Subcontracting is NOT allowed for this Solicitation and resulting Agreement

[] Subcontracting is allowed for this Solicitation and resulting Agreement

- A. The Contractor shall set forth the name, license number, and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about work involving an amount in excess of one-half of one percent (.5%) of the Contractor's total bid, and the portion of the work which will be done by each such subcontractor, it is understood the Contractor is to do the work himself.
- B. The Contractor shall not substitute any subcontractor in place of the subcontractor designated in the original Bidder's Quotation, nor permit any such subcontract to be assigned or transferred to allow it to be performed by anyone other than the original subcontractor listed in the Bidder's Quotation, nor sublet or subcontract any portion of the work in excess of one half of one percent (.5%) of the total amount bid as to which his original bid quotation did not designate a subcontractor, except and unless the prior formal written approval of the CITY has been obtained.
- C. The Contractor shall comply with Section 4100 to 4114, inclusive, of the Public Contracts Code of the State of California.

Section 14 – Contractor's License Classifications

The Bidder shall possess a valid **California C-27 Landscaping Contractor license and C-61 Limited Specialty classification license with D-49 Tree Service subcategory** Contractor's license at the time that the Contractor submits its bid. Failure to possess the specified license shall render the Bid non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing said license at the time of bid. Contractor and all subcontractors must maintain current licensing throughout the life of the project.

No contractor or subcontractor may be listed on a bid quotation for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bod purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 15 – Safety Practices

The Contractor is fully responsible for the safe performance of all work for which they are contractually committed, whether performed by themselves or by their Subcontractors. The Contractor must provide adequate protection for the health and safety of CITY employees, the general public and their own personnel. The Contractor must have in place their own Injury and Illness Prevention Program as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. **Contractor shall provide the Table of Contents of current IIPP (Illness Injury Prevention Plan) with bid response. Full IIPP due within 10 days of Notice of Intent to Award.**

- The Contractor shall develop and maintain a safety program in compliance with Public Law 91-596 Occupational Safety and Health Act (OSHA) Series 1910 Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the City. Contractor safety records shall be available upon request. All unsafe incidents shall be immediately reported. A copy of the safety program implemented for a resulting contract shall be provided to the City for review and concurrence.
- Accident Reporting The Contractor shall maintain an accurate record of, and shall report to the City, exposure data and all accidents resulting in death, traumatic injury, or occupational disease, incidental to work performed under this contract.
- Damage Reporting The Contractor shall maintain an accurate record of, and shall report to the City, damage to property, materials, supplies and equipment incidental to work performed under this contract. Damage resulting from Contractor negligence, as determined by the City, shall be the responsibility of the Contractor.
- Environmental Protection Compliance with Laws and Regulations. The Contractor shall be knowledgeable of and comply with all applicable interstate, federal, state, and local laws, regulations, and requirements regarding environmental protection. The Contractor shall comply with Federal Environmental Protection Agency law as it applies to hazardous materials handling, transportation, and waste management. The Contractor is solely responsible for any liability regarding the release of substances.

Section 16 – Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code, of the State of California. Failure of the Contractor to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for unpaid wages and penalties as authorized by the Labor Code.

Section 17 – California Air Resources Board SB-1 Compliance

In-Use Off-Road Diesel- Fueled Fleets Regulation. CONTRACTOR Shall comply with (CARB) to obtain and retain a fleet's valid certificate of reported compliance with the DMV. Including November 17, 2022, amendments include but are not limited to the following:

- Engine tier and model year phase-out requirements to accelerate the retirement of the oldest and dirtiest engines (Tier 0 through 2). Dates vary by fleet size.
- Restriction on adding vehicles with Tier 3 and Tier 4i engines.
- Requirement starting January 1, 2024, to use R99 or R100 renewable diesel in off-road diesel vehicles.
- Requirement starting January 1, 2024, for prime contractors and public works awarding bodies to obtain and retain a fleet's valid Certificate of Reported Compliance and to not enter

into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance.

- Voluntary compliance flexibility options for fleets that adopt zero-emission technology.



City Council Staff Report

DATE: MARCH 6, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: 2

SUBJECT: AWARD CONTRACT SERVICES AGREEMENT WITH ROMTEC, INC.
FOR PN 887, MARIE KERR PARK BEST OF THE WEST CONCESSION
STAND PROJECT, IN THE AMOUNT OF \$239,557

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Contract Services Agreement No. A-8702 with ROMTEC, Inc. for PN 887, Marie Kerr Park Best of the West Concession Stand Project, in the amount of \$239,557; and,
2. Authorize the City Manager or her designee to execute Agreement No. A-8702 with ROMTEC, Inc., including minimal and/or non-substantive changes.

BACKGROUND

Project No. 887 involves purchasing and installing a concession stand building at the Marie Kerr Park Best of the West Softball Complex. The 400-square-foot concession building will offer snacks and beverages to park visitors and will be located north of the existing restroom building, see Attachment 1.

This project is split into two phases:

Phase One entails purchasing and delivering a 400-square-foot prefabricated masonry block building to the job site. The building footprint will include the necessary appurtenances for the project and resemble the footprint included in Attachment 2.

Phase Two will include site preparation and installation of the building, and this phase will be brought forward for Council approval in the future.

DISCUSSION

City staff evaluated various vendors through government pricing to provide a prefabricated concession stand structure. ROMTEC, Inc. was identified as the best-qualified vendor to design, produce, and deliver a concession stand structure.

ROMTEC, Inc. will provide stamped plans with calculations, including all architectural, mechanical, structural, electrical, and plumbing plan sheets for review by the City's Planning and Building & Safety divisions. Upon City approval, ROMTEC, Inc. will deliver the prefabricated structure to the project site.

The City is currently processing an agreement with a design consultant to prepare site plans and specifications for the grading, drainage, foundation pad, and site utility connections to support the prefabricated structure. The proposed project schedule is described below:

Project Schedule	Tentative Schedule
Execute an agreement with design consultant for preparation of plans and specifications	March 2024
Award Contract Services Agreement to ROMTEC, Inc.	March 6, 2024
Release bid package for site preparation/install	May 2024
Award construction contract for site preparation/install	July 2024
Receive delivery of prefabricated structure	August 2024
Project completion	October 2024

FISCAL IMPACT

\$240,000; The project is budgeted using ARPA funds in Account # P0117158-724525 with a total available balance of \$500,000. The fiscal impact and remaining account balance can be seen in the following table:

Scope of Work			Cost
Agreement No. A-8702			\$239,557
Administrative Cost (project management)			\$8,000
Total Cost:			\$247,557
Account Number	Starting Balance	Total Project Costs	Remaining Balance
P0117158	\$500,000	\$247,557	\$252,443

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability

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

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

ATTACHMENTS

- Agrmt No. A-8702 with ROMTEC, Inc
- Atch 1 Site Photo
- Atch 2 Building Rendering

**AGREEMENT NO. A-8702
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND ROMTEC, INC.
ARPA FUNDING**

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and ROMTEC, INC., a Building Supplier, (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 Department 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:

Marie Kerr Park Best of the West Concession Stand Project, PN 887

Romtec Concession Building (2089 w/Options) - "Design & Supply ONLY" per Preliminary Romtec Drawings and Scope of Supply & Services dated 2/15/2024. "Exhibit B" is attached to the agreement.

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 60 days from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

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

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

3 CONTRACTOR'S KEY PERSONNEL

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

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

CONTRACTOR's Team and Key Personnel are as follows:

Matthew Armstrong - Sales Associate
Travis Olson - Sales Associate

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

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

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

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

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

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

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

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

4 ACCEPTANCE AND DOCUMENTATION

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

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

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

4.3 Products. All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest

model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

5 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed Two Hundred Thirty-Nine Thousand Five Hundred Fifty-Six and Seventy-Seven Cents dollars (\$239556.77) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

As described in "Exhibit B".

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

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

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

6 COMMENCEMENT AND COMPLETION OF WORK

6.1 The execution of this Contract by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when CITY, acting by and through its Project Manager, has issued an Authorization to Proceed. CONTRACTOR shall complete all the work described in Section 1 and be ready for final acceptance of the work within One Hundred Eighty-Three (183) Calendar days following CONTRACTOR's receipt of Authorization to Proceed.

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

6.3 Failure of CONTRACTOR to perform any covenant or condition contained herein within the time periods specified therein shall constitute a material breach of this Contract, entitling CITY to terminate this Contract, unless CONTRACTOR applies

for and receives an extension of time in accordance with the procedures set forth herein.

7 TAXES

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

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

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

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

8 PATENT FEES AND ROYALTIES

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

9 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter "Indemnified Parties") for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this

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

10 INSURANCE

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

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

10.1.1 Workers' Compensation and Employer's Liability

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

10.1.2 Commercial General Liability

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

10.1.3 Commercial Automobile Liability

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

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

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

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

B. "Severability of Interest" Clause.

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

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

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

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

10.8 Acceptable Proof of Insurance:

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

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

10.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONTRACTOR fails to maintain the required

insurance for any period of time or fails to comply with any of the insurance requirements listed above.

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

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

11 TERMINATION WITHOUT CAUSE

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

12 TERMINATION FOR CAUSE

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

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

12.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to

complete the services. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The above is in addition to any other remedies available by law or equity to CITY.

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

13 DISPUTE RESOLUTION

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

14 OWNERSHIP OF PRODUCT

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

15 DELEGATION AND ASSIGNMENT

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

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

16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

17 FINANCIAL INTEREST CERTIFICATION

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

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

18 CONFLICT OF INTEREST

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

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

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

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

19 COMPLIANCE WITH LAW

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

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

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

20 NOTICES

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

21 ENTIRE AGREEMENT AND AMENDMENTS

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

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

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

22 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

ROMTEC, INC.:

SIGNATURE AREA

SIGNATURE AREA

Ronda Perez
City Manager

Matthew Armstrong
Sales Associate

SIGNATURE AREA

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

ADDRESS FOR NOTICE:
ROMTEC, INC.
18240 North Bank Road
Roseburg, OR 97470

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
Acting City Clerk

EXHIBIT “A” ARPA REQUIREMENTS

RECITAL:

On March 11, 2021, the American Rescue Plan Act (“ARP Act”) was signed into law. The ARP Act was intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic. The ARP Act established and funded the Coronavirus State and Local Fiscal Recovery Funds (the “CSLFRF”), which included two hundred forty (240) billion dollars for state, territorial, local, and Tribal governments that are being used to fight the pandemic and accelerate local economic recovery.

MANDATORY CONTRACT PROVISIONS FOR ARP ACT EXPENDITURES:

Procurement processes for expenditures using American Rescue Plan Act (ARPA) funds generally follow state and local rules. In most cases, city procurement policies will satisfy the federal requirements. One notable difference is that federal procurement regulations mandate specific contract provisions in certain circumstances. There are no requirements for contracts or expenditures of less than \$10,000. However, using ARPA funds for contracts in excess of \$10,000 triggers the mandatory contract provisions in 2 CFR Part 200, Appendix II.

Most contract provisions are required only on those exceeding \$100,000 or those for construction projects of any amount. However, mandatory contract provisions will apply if a city obligates ARPA funds to a contract that exceeds \$100,000.

For ease of administration, below is an explanation of the mandatory contract provisions and model language necessary for compliance with federal law disclosures.

2 C.F.R. PART 200: APPENDIX II, CONTRACT PROVISIONS

- For contracts over \$10,000, cities must include a provision that addresses termination for cause and convenience by the local government, including the process for termination and the basis for settlement.
- For contracts over \$100,000, cities must include a provision that addresses administrative, contractual, or legal remedies if a contractor violates or breaches the contract, including sanctions and penalties for the breach.
- In accepting the ARPA award, local governments agreed to include an EEO statement in any federally assisted construction contract defined in 41 CFR Part 60-1.3. A federally assisted construction contract is defined as follows:
 - Any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the government or borrowed on the credit of the government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government

for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*
- 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*
- 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary*

of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. *In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
8. *The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:*

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Palmdale shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Contracts and subgrants in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

CLEAN AIR ACT

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Cities cannot award a contract to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352: Contractors that apply for a bid or award exceeding \$100,000 must file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Cities should include the Byrd Anti-Lobbying contract clause is as follows:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to

federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is

used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

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

CONTRACTOR agrees to be bound by the reporting requirements set out in the Regulations. This includes submitting quarterly reports by the 15th of the month

following the end of each quarter to the Director of Finance. The reports must include, but is not limited to, the use of the funds, documentation/receipts of the funds spent, description of the project and status of completion of the project. The Director of Finance may require additional information of CONTRACTOR for compliance with ARPA Regulations.

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

1. CONTRACTOR, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. CONTRACTOR will be required to submit data showing compliance with the above.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower-tier covered transactions. (2 C.F.R. Part 180, subpart B) and that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.
6. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
7. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
8. New Restrictions on Lobbying, 31 C.F.R. Part 21
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
10. 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).
11. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.
12. Generally applicable federal environmental laws and regulations.

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

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



PN 887 Marie Kerr Best of the West
Concession Stand



ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803



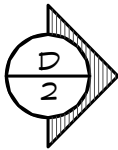
PALMDALE CONCESSION

PALMDALE, CALIFORNIA

ALL INTERIOR & EXTERIOR
OF BUILDING TO BE CLASS
A FIRE RATED

8" REINFORCED CONCRETE
MASONRY BLOCK WALL WITH
MORTAR JOINTS, GROUTED SOLID
ALL CELLS RUNNING BOND PATTERN.

ALL APPLIANCES ARE TO
BE SUPPLIED BY OTHERS



PLUMBING CHASE TO
MECH ROOM

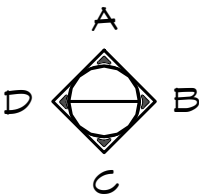
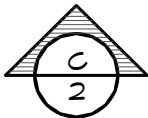
4'-0" X 19'-4" BOK MODERN ROD &
CLEVIS CANOPY W/ METAL INSERT

CONCRETE WALK (BY INSTALLER)



FLOOR PLAN

SCALE: 1/4" = 1'-0"



UNDERGROUND ELECTRICAL
SERVICE VERIFY REQUIREMENTS
FOR TYING INTO SERVICE UTILITY
EQUIPMENT BY OTHERS.

TO SANITARY SEWER
SYSTEM CONFIRMED
BY OWNER

4" SEWER

1 1/2" WATER PIPE
WATER SERVICE
INTO BUILDING

ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803

PRELIMINARY

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PROJECT: CITY OF PALMDALE
PALMDALE CONCESSION
PALMDALE, CALIFORNIA

SHEET TITLE: FLOOR PLAN

PROJECT:

PROJECT#: 20

DATE:
1/16/2024

REVISIONS

REV.	DATE:	BY:
------	-------	-----

DRAWN BY:
TV / IBM

SHEET NO.

1



City Council Staff Report

DATE: MARCH 6, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC SAFETY DEPARTMENT

DISTRICT: ALL

SUBJECT: APPROVE THE SECOND AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH CIVICA LAW GROUP, APC, TO INCREASE THE AGREEMENT AMOUNT BY \$420,000, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$1,020,000 FOR A CONTRACT TERM THROUGH MARCH 6, 2025.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Second Amendment to the Legal Services Agreement No. A-8272 with Civica Law Group, APC, to increase the agreement amount by \$420,000, for a total not to exceed amount of \$1,020,000 for a contract term through March 6, 2025; and,
2. Authorize the City Manager or her designee to execute the Second Amendment to Agreement No. A-8272 with Civic Law Group, APC, including minimal and/or non-substantial changes.

BACKGROUND

The City has previously contracted with Silver and Wright. In 2023, that firm dissolved, and some of the attorneys formed the new firm of Civica Law Group, APC (Civica). The attorneys from Civica continued their services to the City for specified legal services, including code enforcement, public safety actions, and related litigation. Currently, the budgeted contract amount has been depleted, primarily due to extended federal litigation, and must now be augmented to allow them to provide services.

DISCUSSION

In March 2023, the City Council approved a contract between the City and Civica to continue their code enforcement services for the City. This was concurrent with the council engagement of Harper and Burns, LLC, for City Attorney services. It is noted that

Harper and Burns can perform the same services as Civica, but allowing for continuity at this time of transition, Civica will continue providing services until its contractual expiration of March 6, 2025. At that time, the City will review the most efficient evaluation of such legal services. In light of the ongoing federal litigation and code enforcement services, as agreed upon in the 2023 contract, the City must now augment the contract amount for Agreement No. A-8272 with Civica. It is expected that \$420,000 will be sufficient for Civica to continue its services until 2025.

FISCAL IMPACT

\$420,000; Fees will only be paid to the extent services are provided. Funds for this agreement are budgeted in the City Attorney's Office budget accounts, Prosecuting Attorney Account (10114001-721121).

The City recovers costs where possible and reasonable, offsetting the total expense. From March 2023 to January 2024, the cost recovery is estimated at \$320,000; however, the total overall cost recovery is estimated at one million for the work done originally by Silver and Wright and continued by Civica.

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.

Prepared by:	Sara Gallagher, Deputy City Manager
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Agrmt No. A-8272 with Civica Law Group, APC
First Amendment to Agrmt No. A-8272 with Civica Law Group, APC
Second Amendment to Agrmt No. A-8272 with Civica Law Group, APC
Exh A to Agrmt No. A-8272 with Civica Law Group, APC

**AGREEMENT FOR LEGAL SERVICES BETWEEN
THE CITY OF PALMDALE AND CIVICA LAW GROUP, APC**

AGREEMENT NO. A-8272

This Legal Services Agreement ("Agreement") is made and entered into by and between the City of Palmdale ("City"), a California municipal corporation, and Civica Law Group, APC, a California Professional Corporation engaged in the practice of law in the State of California ("Firm"), collectively identified as "the parties."

RECITALS:

A. This Agreement is made pursuant to California Business and Professions Code Section 6148, and is intended to fulfill the requirements of that section.

B. The City desires to retain the Firm to provide specialized legal services related to the areas of code enforcement, nuisance abatement, as well as general advisory services related to municipal law.

C. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to provide the services contemplated by this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Services.**

a. The Firm will provide those legal services as may be authorized and assigned by the Palmdale City Attorney, including, without limitation, legal services related to the areas of code enforcement, nuisance abatement, as well as general advisory services related to municipal law. The firm will provide those legal services reasonably required to accomplish City's stated goals.

b. The legal services the Firm will provide to City will be billed at the rates set forth in Exhibit "A", attached.

2. **Designation of Responsible Attorneys.**

Matthew R. Silver, Esq. is designated as the attorney responsible for providing the legal services under this Agreement to City and for supervising any other attorneys within the Firm assisting him in the performance of those services. The Firm's offices are located at 4000 Barranca Parkway, Suite 250, PMB #782, Irvine, CA 92604.

3. **Confidentiality.**

All reports, information, data, or other documents prepared or assembled by the Firm under this Agreement are confidential and the Firm shall not make the same available to any individual or organization without the prior written approval of the Palmdale City Attorney.

4. **Maximum Contract Amount, Billing Procedures, and Monthly Statements.**

a. The Firm shall submit to the Palmdale City Attorney, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended providing those services. This statement will be in the form customarily submitted by the Firm to clients that are billed on an hourly basis. Block billing is not permitted. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date.

b. The Firm will bill the City for items such as, but not limited to, long distance telephone calls, filing fees (if applicable), document duplication, computerized legal research, word-processing, and similar out-of-pocket expenditures. These items will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to the fees for professional services.

c. If the Firm's services are billed by the hour, time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). Among the services which are routinely billed are telephone conversations and travel time. In addition to the fees charged for services, the Firm also bills for costs incurred, which include, but are not limited to, filing fees (if applicable), messenger and air courier expenses, parking expenses, local and out-of-town travel expenses, facsimile and other communication expenses, postage, and printing costs. In addition, the Firm charges for certain internal costs if incurred on City's behalf, such as photocopying, secretarial overtime, and word processing.

The rate structure in general, or the rates of particular attorneys, may be increased from time to time, after a minimum 30-day written notice to and written consent of the Palmdale City Attorney. To the extent feasible, these adjustments will be made so as to coincide with the beginning of City's fiscal year, which begins on July 1st. If possible, requests to increase fees should be forwarded to the Palmdale City Attorney in February of any given year.

d. The Firm's fees for legal services are based primarily on hourly rates; other factors considered by the Firm in determining a fair fee are set forth in Rule 4-200 of the Rules of Professional Conduct of the California State Bar Association. If persons who are "Of Counsel" to the Firm work on City matters, the Firm and its Of Counsel may from time to time share the fees paid by City; however, if such is the case, City's fees will not be increased in any way, and the fees which City is requested to pay will be the same as would have been payable had there been no such sharing of fees.

e. All fees, charges, costs and reimbursable items for

the entire term of this Agreement shall not exceed a maximum of **\$100,000.00**.

5. **Resolution of Fee Disputes.**

City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles in accordance with the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. If City chooses not to use the Los Angeles County Bar Association's arbitration procedures, City agrees that any disputes regarding the professional services rendered or fees charged by the Firm will be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

6. **Term of the Agreement.**

This Agreement shall become effective on the date of the last signatory and will remain in full force and effect for a period of two (2) years or until terminated in accordance with the provisions of Section 7. Notwithstanding the above, if the Firm is currently working on an assigned project, the term of this Agreement shall be extended until the assigned project is completed or terminated pursuant to Section 7.

7. **Termination of the Agreement.**

City has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least thirty (30) days prior to termination. The Firm has the same right, subject to an obligation to give City written notice at least ninety (90) days prior to termination so that City will be able to arrange alternative representation. In either circumstance, City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any pending litigation matters. The Firm agrees to cooperate fully in any such transition, including the transfer of files. Upon termination, all finished or unfinished materials shall become the property of City. Notwithstanding the termination of the Firm's representation, City will remain obligated to pay to the Firm all fees and costs incurred prior to such termination.

8. **Modifications to the Agreement.**

Unless otherwise provided for in this Agreement, modifications relating to the nature, extent, or duration of the Firm's professional services to be rendered will require the written approval of the Palmdale City Attorney. Any such written approval will be deemed to be a supplement to this Agreement and will specify any changes in the Scope of Services and the agreed-upon billing rate to be charged by the Firm and paid by the City.

9. **Independent Contractor.**

No employment relationship is created by this Agreement with the Firm or any employees of the Firm. For all purposes, the Firm and its employees

are independent contractors to City and shall not incur, nor have the authority to incur any debt, obligation, or liability for or against City.

10. **Assignment and Delegation.**

This Agreement contemplates the performance of professional services by the Firm. Neither this Agreement, nor any portion of it, may be assigned or delegated by the Firm without the prior written consent of the Palmdale City Attorney. Delegation to attorneys outside the Firm will be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to perform services in a particular practice area. The Firm will supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties.

11. **Conflict of Interest.**

The Firm affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such interest shall be employed by or associated with the Firm.

12. **Insurance.**

a. The Firm shall obtain and maintain in full force and effect a professional liability insurance policy that provides coverage in an amount not less than \$1,000,000 per occurrence. This insurance policy shall provide coverage to the City for any damages or losses suffered by City as a result of any error, omission, or neglect by the Firm that arises out of the professional services rendered under this Agreement. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by the Firm. If such insurance is on a claims-made basis, firm shall maintain such coverage for no less than three years following the termination of the Agreement. This insurance policy shall provide coverage to the City for any damages or losses suffered by City as a result of any error, omission, or neglect by the Firm that arises out of the professional services rendered under this Agreement. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by the Firm.

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

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

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

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

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

13. **Legal Files.**

a. During the period that the Firm is actively working upon a matter, the files pertaining thereto will be maintained in its offices. After the Firm has concluded working upon a matter, the files may be transferred to an offsite storage facility, from which they can be retrieved upon reasonable notice. All original agreements, modification or deeds, easements or similar original documents should be forwarded to the Palmdale City Clerk either as created or at the expiration of the fourth calendar year following the consummation or conclusion of each matter for which a file is opened. City may request copies of its client matter files at any time, including, without limitation, upon termination of the Firm's engagement. City agrees that upon delivery of any client matter files that it will pay the Firm for its costs incurred in photocopying such files.

b. If the firm is called upon to give testimony or produce documents in any legal or administrative proceeding which concerns City in any way, whether before or after the representation and rendition of legal services to City under this agreement terminates, City agrees to pay the Firm, at it's then prevailing hourly rates, for it's time in investigating, preparing for and in giving testimony and/or in producing documents and for all expense incurred in connection with doing so.

14. **Entire Agreement**

This Agreement will constitute the full and complete agreement and understanding of the parties and supersedes all prior agreements and all other written or oral statements of either party relating to its subject matter.

15. **Nondiscrimination**

In performance of this Agreement, the Firm 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, or age, gender, gender identity, gender expression, genetic information, or military and veteran status. The Firm 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, or 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.

TO EFFECTUATE THIS AGREEMENT, the authorized representatives of the parties have caused this Agreement to be executed as of the dates indicated below.

CITY OF PALMDALE

CIVICA LAW GROUP, APC

Ronda Perez

Signed: 3/6/2023

Ronda Perez
City Manager

Michael P. Miller

Signed: 3/2/2023

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

Matthew Silver

Signed: 3/2/2023

Matthew R. Silver, Esq.
Partner

ADDRESS FOR NOTICE:
Civica Law Group, APC
4000 Barranca Parkway, Suite 250, PMB #782
Irvine, CA 92604

APPROVE AS TO FORM:

William Patrick Curley III

Signed: 3/3/2023

William P. Curley, III
Interim City Attorney

ATTEST:

Roxanne Faber

Signed: 3/8/2023

Roxanne Faber
Acting City Clerk

EXHIBIT "A"
RATE SCHEDULE

A. Identification.

Client: City of Palmdale
Matter: Any matters assigned by the Palmdale City Attorney

B. Attorney Fees

Hourly Rate: \$235.00 – attorneys; \$140 – paralegals/law clerks.

These rates shall automatically increase by three percent each new fiscal year in order to offset rising costs.

C. Standard Charges.

Hourly rate will be billed in minimum units of one-tenth hours.

D. Costs and Expenses.

In-office photocopying (Black & White)	\$0.16/page
In-office photocopying (Color)	\$0.60/page
Mileage	IRS prevailing mileage rates
Computerized Legal Research	At vendor cost
Word Processing	No charge
Postage	At vendor cost
Courier and Air Freight Charges	At vendor cost
Messenger Services	At vendor cost
Title Report and/or Litigation Guarantee	At vendor cost
Notary	At vendor cost
Court Photocopying	At cost
Incoming or out-going Fax Charges	No charge
Conference Call Charges	AT&T standard rates or equal
Travel Expenses	At cost
Other reasonable costs	At cost

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

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

Record of Signing

For
Name
Title

Michael P. Miller

Signed on 2023-03-02 20:12:09 GMT

Secured by Concord™
DocumentID: YmE3OTcyYWEtZT
SigningID: YTU5NzFiN2YtMj
Signing date: 3/2/2023
IP Address: 206.171.111.149
Email: mmiller@cityofpalmdale.org

For
Name
Title

Matthew Silver

Signed on 2023-03-02 22:30:24 GMT

Secured by Concord™
DocumentID: YmE3OTcyYWEtZT
SigningID: YTQyMTQzNjUtZW
Signing date: 3/2/2023
IP Address: 68.228.83.46
Email: msilver@civalaw.com

For
Name
Title

William Patrick Curley III

Signed on 2023-03-03 16:46:53 GMT

Secured by Concord™
DocumentID: YmE3OTcyYWEtZT
SigningID: NDJiZTcwY2EtND
Signing date: 3/3/2023
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

For
Name
Title

Ronda Perez

Signed on 2023-03-06 16:16:43 GMT

Secured by Concord™
DocumentID: YmE3OTcyYWEtZT
SigningID: MzllNWl3ODktNT
Signing date: 3/6/2023
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

For
Name
Title

Roxanne Faber

Signed on 2023-03-08 16:21:37 GMT

Secured by Concord™
DocumentID: YmE3OTcyYWEtZT
SigningID: Yzk3ZWZiZTUtN2
Signing date: 3/8/2023
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org



Signed with www.concordnow.com

**FIRST AMENDMENT TO AGREEMENT A-8272
BETWEEN THE CITY OF PALMDALE AND CIVICA LAW GROUP, APC**

This First Amendment to Agreement No. A-8272 ("Agreement") is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and Civica Law Group, APC (hereinafter called "FIRM"). This Contract shall become effective on the date of the last signatory.

WHEREAS, CITY and FIRM entered into an Agreement on March 8, 2023 for legal services pursuant to California Business and Professions Code Section 6148; and

WHEREAS, CITY and FIRM desire to amend the contract amount of the Agreement to provide for additional services.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The compensation identified in Section 4(e) shall be amended to increase the total amount of the Agreement by Five-Hundred Thousand Dollars (\$500,000) not to exceed the sum of Six-Hundred Thousand Dollars (\$600,000).
2. All other terms and conditions remain the same.

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

CIVICA LAW GROUP, APC

Ronda Perez

Signed: 5/24/2023

Ronda Perez
City Manager

Michael P. Miller

Signed: 5/22/2023

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

Matthew Silver

Signed: 5/22/2023

Matthew Silver, Esq.
Partner

ADDRESS FOR NOTICE:
CIVICA LAW GROUP, APC
4000 Barranca Parkway, Suite 250,
PMB #782
Irvine, CA 92604

APPROVE AS TO FORM:

William Patrick Curley III

Signed: 5/23/2023

William P. Curley, III
Interim City Attorney

ATTEST:

Roxanne Faber

Signed: 5/25/2023

Roxanne Faber
Acting City Clerk

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

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

Record of Signing

For
Name
Title

Michael P. Miller

Signed on 2023-05-22 23:44:37 GMT

Secured by Concord™
DocumentID: N2JhMTk3MzgtNG
SigningID: ZDk2MjQzNTgtYz
Signing date: 5/22/2023
IP Address: 206.171.111.149
Email: mmiller@cityofpalmdale.org

For
Name
Title

Matthew Silver

Signed on 2023-05-22 23:49:14 GMT

Secured by Concord™
DocumentID: N2JhMTk3MzgtNG
SigningID: NzQyNDBlZmltNW
Signing date: 5/22/2023
IP Address: 174.208.171.243
Email: msilver@civalaw.com

For
Name
Title

William Patrick Curley III

Signed on 2023-05-23 19:08:07 GMT

Secured by Concord™
DocumentID: N2JhMTk3MzgtNG
SigningID: ZDc2ZjNiYjQtZT
Signing date: 5/23/2023
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

For
Name
Title

Ronda Perez

Signed on 2023-05-24 18:14:48 GMT

Secured by Concord™
DocumentID: N2JhMTk3MzgtNG
SigningID: M2FiOGlZYZktOD
Signing date: 5/24/2023
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

For
Name
Title

Roxanne Faber

Signed on 2023-05-25 17:51:30 GMT

Secured by Concord™
DocumentID: N2JhMTk3MzgtNG
SigningID: YmU0OTM5YTItMz
Signing date: 5/25/2023
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org



Signed with www.concordnow.com

**2nd AMENDMENT TO AGREEMENT A-8272
BETWEEN THE CITY OF PALMDALE AND CIVICA LAW GROUP, APC**

This 2nd Amendment to Agreement No. A-8272 ("Agreement") is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and CIVICA LAW GROUP, APC (hereinafter called "FIRM"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on March 8, 2023 ("Original Agreement") the CITY and FIRM entered into an agreement to provide:

legal services pursuant to California Business and Professions Code Section 6148.

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

increase the contract amount of the Agreement to provide a continuation of services.

NOW THEREFORE, the parties agree as follows:

Section 1(b): The legal services the Firm will provide to City will be billed at the rates set forth in Exhibit "A", attached.

Section 4(e): The compensation identified in Section 4(e) shall be amended to increase the total amount of attorney's fees, apart from reimbursable expenses, by an additional Four-Hundred Twenty Thousand Dollars (\$420,000) for the term of the Agreement.

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

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

CITY OF PALMDALE:

CIVICA LAW GROUP, APC:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

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

SIGNATURE AREA

Matt Silver
Partner

ADDRESS FOR NOTICE:
CIVICA LAW GROUP, APC
4000 Barrance Parkway, Suite 250,
PMB #782
Irvine, CA 92604

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
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)
- ☐ Original contract and previous amendment(s) (if any) are attached
- ☐ Attached Agreement Checklist and met all requirements

EXHIBIT "A"
RATE SCHEDULE

A. Identification.

Client: City of Palmdale
Matter: Any matters assigned by City staff, and areas of code enforcement, nuisance abatement, as well as general advisory services related to municipal law.

B. Attorney Fees

- a. All other services, including civil litigation and receiverships:
- Attorneys - \$255 per hour
 - Paralegal/clerks - \$155 per hour

These rates shall automatically increase by five percent each new fiscal year in order to offset rising costs.

C. Standard Charges.

Hourly rate will be billed in minimum units of one-tenth hours.

D. Costs and Expenses.

In-office photocopying (Black & White)	\$0.16/page
In-office photocopying (Color)	\$0.60/page
Mileage	IRS prevailing mileage rates
Computerized Legal Research	At vendor cost
Word Processing	No charge
Postage	At vendor cost
Courier and Air Freight Charges	At vendor cost
Messenger Services	At vendor cost
Title Report and/or Litigation Guarantee	At vendor cost
Notary	At vendor cost
Court Photocopying	At cost
Incoming or out-going Fax Charges	No charge
Conference Call Charges	AT&T standard rates or equal
Travel Expenses	At cost
Other reasonable costs	At cost



City Council Staff Report

DATE: MARCH 6, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER DEPARTMENT

DISTRICT: ALL

SUBJECT: APPROVE AGREEMENT WITH THE WELLBEING LAB DBA LOUIS ALLORO, LLC, TO PROVIDE A CERTIFICATE IN APPLIED POSITIVE PSYCHOLOGY PROGRAM IN AN AMOUNT NOT TO EXCEED \$275,000 FOR A TERM OF ONE YEAR

RECOMMENDATION

Approve Agreement No. A-8696 with The Wellbeing Lab dba Louis Alloro, LLC, to provide a Certificate in Applied Positive Psychology Program in an amount not to exceed \$275,000 for a term of one year.

Staff recommends that the City Council:

1. Approve Agreement No. A-8696 with The Wellbeing Lab dba Louis Alloro, LLC, to provide a Certificate In Applied Positive Psychology Program in an amount not to exceed \$275,000 for a term of one year; and,
2. Authorize the City Manager or her designee to execute the Agreement No. A-8696 with The Wellbeing Lab dba Louis Alloro, LLC, including minimal and/or non-substantial changes.

BACKGROUND

In 2021, in response to the community's strong interest in making wellbeing resources more widely available, the City offered the Wellbeing Lab Certificate in Applied Positive Psychology Program (CAPP). The Program provides guidance and support in helping teams thrive despite ongoing turbulence, uncertainty, disappointment, depression, or worse. Research shows that wellbeing, the ability to feel good and function effectively, helps us create workplaces, schools, organizations, and communities that are also optimally functioning. The Program provides intelligent, evidence-based insights and tools that deliver measurable results.

Below is a list of the second cohort's impact projects:

SOWing Strength Seeds Workshop: a collaborative workshop to help unhoused youth learn their character strengths and set goals;

Wellbeing for Families & Little Ones Curriculum: a curriculum program developed for families and young people to explore wellbeing together;

PERMAH Cafe Workshop: an experience for Spanish speakers to come together and learn PERMAH (Positive Emotion, Engagement, Relationships, Meaning, Accomplishment, and Health);

REBUILD Workshop: a wellbeing workshop grounded in positive psychology to help trauma survivors regain their strength and voice;

SHINE Workshop: a six-month experience for youth to meet regularly in different locations around the Antelope Valley and increase their resilience and outlook using science-based strategies;

Elevate: Connecting Hearts & Abilities Initiative: a workplace intervention designed to help practitioners who work with developmentally disabled build their toolkit and strategies; and,

Bank of PERMAH Workshop: a six-session workshop series designed to help seniors with positive aging strategies grounded in positive psychology.

DISCUSSION

The approval of Agreement No. A-8696 will provide the opportunity to offer a third CAPP cohort, which meets the community's desire to make wellbeing resources more widely available. Past participants' positive experience throughout the program and their continued desire to conduct wellbeing efforts in the community further justifies the benefits of providing the community with a third cohort.

A Request for Proposal was released in January 2024. The City received one proposal that an evaluation committee reviewed. Qualified firms were rated based on the following scoring methodology:

Criteria	Maximum Score
Proof of Successful Past Performance and Experience: - Demonstrated present and past work record performance of Certificate in Applied Positive Psychology Program (CAPP). - Reference Responses (Comments from references regarding Respondent's responsiveness to customer requirements, compliance with the contract terms, conditions, and products)	20 Points Maximum

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

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

The following firms submitted statements of qualifications and proposal packages:

Bidder	Location
1. Wellbeing Lab	Claremont, CA

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

FISCAL IMPACT

\$275,000; The cost per participant is \$5,500. There is a minimum enrollment of 30 and a maximum of 50.

Funds for this program have been allocated under maintaining a healthy community and mental health resources within ARPA Funding; account 15818501-737100-1305 for FY 2023.

STRATEGIC PLAN

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

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

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

Prepared by:	Nardy Lopez, Deputy City Manager
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Agreement No. A-8696

**AGREEMENT NO. A-8696
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND THE WELLBEING LAB dba LOUIS
ALLORO, LLC
ARPA FUNDING**

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

RECITALS

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

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

1 CITY PROJECT MANAGER

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

2 DESCRIPTION OF WORK

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

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

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

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

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

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

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

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

3 CONTRACTOR'S KEY PERSONNEL

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

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

CONTRACTOR's Team and Key Personnel are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

4 ACCEPTANCE AND DOCUMENTATION

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

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

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

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

5 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed TWO HUNDRED SEVENTY-FIVE THOUSAND dollars (\$275000) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

CONTRACTOR shall charge an amount not to exceed \$5,500.00 for each participant who attends the contract program. With a minimum of at least 30 participants, payment will be guaranteed, with an aggregated maximum of 50 participants.

The first payment on the contract shall be 30% of the not-to-exceed amount of \$275,000; the balance of payments will be distributed evenly monthly and will be based on the total number of registered participants who attend the first day of class and complete the program.

CONTRACTOR shall provide all printed materials for all class sessions.

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

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

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

6 COMMENCEMENT AND COMPLETION OF WORK

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

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

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

7 TAXES

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

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

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

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

8 PATENT FEES AND ROYALTIES

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

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

9 INDEMNIFICATION

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

10 INSURANCE

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

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

10.1.1 Workers' Compensation and Employer's Liability

- Workers' Compensation -- coverage as required by the State of California
- Employer's Liability --

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

10.1.2 Commercial General Liability

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

10.1.3 Commercial Automobile Liability

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

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

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

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

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

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

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

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

10.8 Acceptable Proof of Insurance:

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

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

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

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

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

11 TERMINATION WITHOUT CAUSE

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

12 TERMINATION FOR CAUSE

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

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

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

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

13 DISPUTE RESOLUTION

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

14 OWNERSHIP OF PRODUCT

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

unprotected format which allows CITY to copy, reproduce and makes changes as CITY deems necessary.

15 DELEGATION AND ASSIGNMENT

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

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

16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

17 FINANCIAL INTEREST CERTIFICATION

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

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

18 CONFLICT OF INTEREST

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

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

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

19 COMPLIANCE WITH LAW

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

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

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

20 NOTICES

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

21 ENTIRE AGREEMENT AND AMENDMENTS

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

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

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

22 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

THE WELLBEING LAB dba LOUIS
ALLORO, LLC:

Ronda Perez
City Manager

NL

Signed: 2/14/2024

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

Louis Alloro

Signed: 2/15/2024

Louis Alloro
Director

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

APPROVE AS TO FORM:

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
Acting City Clerk

EXHIBIT “A” ARPA REQUIREMENTS

RECITAL:

On March 11, 2021, the American Rescue Plan Act (“ARP Act”) was signed into law. The ARP Act was intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic. The ARP Act established and funded the Coronavirus State and Local Fiscal Recovery Funds (the “CSLFRF”), which included two hundred forty (240) billion dollars for state, territorial, local, and Tribal governments that are being used to fight the pandemic and accelerate local economic recovery.

MANDATORY CONTRACT PROVISIONS FOR ARP ACT EXPENDITURES:

Procurement processes for expenditures using American Rescue Plan Act (ARPA) funds generally follow state and local rules. In most cases, city procurement policies will satisfy the federal requirements. One notable difference is that federal procurement regulations mandate specific contract provisions in certain circumstances. There are no requirements for contracts or expenditures of less than \$10,000. However, using ARPA funds for contracts in excess of \$10,000 triggers the mandatory contract provisions in 2 CFR Part 200, Appendix II.

Most contract provisions are required only on those exceeding \$100,000 or those for construction projects of any amount. However, mandatory contract provisions will apply if a city obligates ARPA funds to a contract that exceeds \$100,000.

For ease of administration, below is an explanation of the mandatory contract provisions and model language necessary for compliance with federal law disclosures.

2 C.F.R. PART 200: APPENDIX II, CONTRACT PROVISIONS

- For contracts over \$10,000, cities must include a provision that addresses termination for cause and convenience by the local government, including the process for termination and the basis for settlement.
- For contracts over \$100,000, cities must include a provision that addresses administrative, contractual, or legal remedies if a contractor violates or breaches the contract, including sanctions and penalties for the breach.
- In accepting the ARPA award, local governments agreed to include an EEO statement in any federally assisted construction contract defined in 41 CFR Part 60-1.3. A federally assisted construction contract is defined as follows:
 - Any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the government or borrowed on the credit of the government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government

for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*
- 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*
- 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary*

of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
- 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:*

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Palmdale shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Contracts and subgrants in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

CLEAN AIR ACT

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Cities cannot award a contract to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352: Contractors that apply for a bid or award exceeding \$100,000 must file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Cities should include the Byrd Anti-Lobbying contract clause is as follows:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to

federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is

used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

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

CONTRACTOR agrees to be bound by the reporting requirements set out in the Regulations. This includes submitting quarterly reports by the 15th of the month

following the end of each quarter to the Director of Finance. The reports must include, but is not limited to, the use of the funds, documentation/receipts of the funds spent, description of the project and status of completion of the project. The Director of Finance may require additional information of CONTRACTOR for compliance with ARPA Regulations.

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

1. CONTRACTOR, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. CONTRACTOR will be required to submit data showing compliance with the above.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower-tier covered transactions. (2 C.F.R. Part 180, subpart B) and that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.
6. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
7. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
8. New Restrictions on Lobbying, 31 C.F.R. Part 21
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
10. 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).
11. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.
12. Generally applicable federal environmental laws and regulations.

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

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

Record of Signing

For
Name
Title

NL

Signed on 2024-02-14 23:48:28 GMT

Secured by Concord™
DocumentID: ODQzMTQ5NjktYm
SigningID: NjQ3MjFiYWltMG
Signing date: 2/14/2024
IP Address: 206.171.111.149
Email: nlopez@cityofpalmdale.org

For
Name
Title

Louis Alloro

Signed on 2024-02-15 00:47:46 GMT

Secured by Concord™
DocumentID: ODQzMTQ5NjktYm
SigningID: YjVjNTg0YzctOD
Signing date: 2/15/2024
IP Address: 76.93.53.113
Email: louis@louisalloro.com



Signed with www.concordnow.com

**MINUTES
CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
FEBRUARY 21, 2024**

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 5:00 pm.

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

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

PRESENT: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance.

4) PRESENTATIONS

4.1) Declaring Black History Month.

Mayor Bishop spoke regarding Black History Month.

4.2) Declaring National Cancer Prevention Month.

Mayor Bishop spoke regarding National Cancer Prevention Month.

Councilmember Bettencourt spoke regarding her personal experience with cancer.

**4.3) Presentation update from Economic and Community Development - Planning
and Building and Safety Divisions.**

Planning Manager Magana and Building Official George provided updates on their divisions.

Mayor Bishop commended staff on their fantastic job at making sure the City is headed in the right direction.

Councilmember Alarcón thanked staff for their presentations and asked if the rental inspection program included Home Sharing Programs. Building Official George responded.

4.4) Presentation of Measure AV Ad Hoc Committee Annual Report.

Measure AV Committee Members Smart and Angebrandt presented the MAV Annual Report.

Council thanked the Committee for their hard work.

Councilmember Alarcón requested line-item details for future presentations.

5) PUBLIC COMMENTS
CONSENT CALENDAR(S), APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

Public Comments: None.

A motion was made and carried unanimously to waive the full reading of Resolutions(s) and Ordinances on this agenda.

There was Council and City Attorney discussion regarding the joint items.

Councilmember Alarcón asked to pull Items 6.1 and 6.2.

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

6.1) Receive and File the Annual Comprehensive Financial Reports for the year ended June 30, 2023, for the City of Palmdale, the Housing Authority of the City of Palmdale, the Palmdale Civic Authority, the Palmdale Financing Authority, and the Palmdale Community Foundation.

Motion: Receive and File the Annual Comprehensive Financial Reports for the year ended June 30, 2023, for the City of Palmdale, the Housing Authority of the City of Palmdale, the Palmdale Civic Authority, the Palmdale Financing Authority, and the Palmdale Community Foundation.

Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (6-1)

City Council:

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt.

No: Andrea Alarcón.

Housing Authority:

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Christina Fraga-Saenz, Dianne Betts.

No: Andrea Alarcón.

62) Review and approve FY 2023-24 Mid-Year Budget Adjustments.

Motion: Approve FY 2023-24 Mid-Year Budget Adjustments.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (6-1)

City Council:

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt.

No: Andrea Alarcón.

Housing Authority:

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Christina Fraga-Saenz, Dianne Betts.

No: Andrea Alarcón.

There was Council discussion regarding the Multi-Agency Regional Resilience Center (MARRC).

Mayor Bishop adjourned the Housing Authority meeting at 5:47 pm.

Councilmember Alarcón commented on the placement of items on the agenda and requested that Items 7.3, 7.5, and 7.6 be pulled.

City Attorney Curley clarified how items should be placed on the agenda.

7) CONSENT CALENDAR

7.1) Adopt Resolution No. CC 2024-019, a Resolution of the City Council of the City of Palmdale of consideration to alter the Rate and Method of Special Tax for the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities).

7.2) Notice of Completion - Accept public landscape improvements for Tract 60789 located on the west side of 40th Street East and Hollowglen Drive.

7.3) Award Construction Agreement with Square Signs, LLC., dba Front Signs, for PN 888, Street Sweeping Signage, for \$391,150 for a term of 100 working days from the date of the Notice to Proceed.

Director of Public Works Glidden provided the staff report on this project.

Councilmember Alarcón discussed the Citywide street sweeping program. City Manager Perez spoke regarding the comprehensive roll-out plan. Discussion continued regarding an outreach program, including Zone L in the schedule and signage.

Motion: Award Construction Agreement with Square Signs, LLC., dba Front Signs, for PN 888, Street Sweeping Signage, for \$391,150.

Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

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

- 7.4) Approve the Master Power Purchase and Sale Agreement and Confirmation Letter between Energy for Palmdale's Independent Choice (EPIC) and Southern California Edison (SCE) for the purchase of resource adequacy capacity.
- 7.5) Adopt Resolution No. CC 2024-011, a Resolution of the City Council of the City of Palmdale authorizing the acceptance of the California Department of Justice Tobacco Grant Program funds of \$793,710 and approve the related agreement for the term of November 1, 2023, through June 30, 2026.

Community Compliance Coordinator Navarrette presented the staff report.

There was Council and staff discussion regarding the benefits of receiving the California Department of Justice Tobacco Grant.

Councilmember Alarcón requested a geocoded map or a map that plots where the 78 retailers are to see if there are concentrations of them in any particular area and to see the proximity of tobacco retailers and schools. Community Compliance Coordinator Navarrette stated the filters are available on the City's Geographic Information System (GIS). There was additional discussion regarding this item.

Motion: Adopt Resolution No. CC 2024-011, a Resolution of the City Council of the City of Palmdale authorizing the acceptance of the California Department of Justice Tobacco Grant Program funds of \$793,710 and approve the related agreement for the term of November 1, 2023, through June 30, 2026.

Moved by Andrea Alarcón, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)

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

- 7.6) Approve the City's 2024 State and Federal Legislative Platform to promote Palmdale's priorities and legislative initiatives at the State and Federal levels.

Council Chief of Staff Zayas provided a detailed overview of this item.

Mayor Pro Tem Loa discussed Assembly Bill 2082 regarding the relinquishment of Palmdale Boulevard.

Councilmember Alarcón discussed her suggested changes to the legislative platform to see if the Council would consider implementing: 1) under the Transportation & Infrastructure section, include a line item for the Center for Transportation and Technology Excellence; 2) under the Economic Vitality & Innovation section include a line item for Aerospace & Defense Industries; 3) under the Palmdale Boulevard section strike the language "that seek funding for."

Discussion ensued regarding this item.

Mayor Pro Tem Loa spoke regarding the document being general and flexible and the ability to go back to legislators to discuss.

Councilmember Ohlsen supported Councilmember Alarcón's changes related to Palmdale Boulevard.

Councilmember Alarcón continued with her recommendations: 4) under Social Unity/Illegal Drug Prevention and Treatment change the language from illegal drug prevention to substance abuse; 5) under Social Unity/Homelessness and Mental Health section, remove the second bullet related to conservatorship and guardianship.

Mayor Pro Tem Loa made a motion to approve the item with the change regarding Palmdale Boulevard which removes language "that seek funding." The motion died for lack of a second.

Councilmember Ohlsen requested that the conversation continue.

Councilmember Alarcón made a motion to incorporate the five recommendations that she noted and outlined. The motion died for lack of a second.

Councilmember Bettencourt made a motion to accept specific changes of not having the financial part of Palmdale Boulevard and removing the guardianship, Mayor Pro Tem Loa seconded the motion. There was no vote. There was further discussion regarding the legislative platform.

Motion: Approve the City's 2024 State and Federal Legislative Platform to promote Palmdale's priorities and legislative initiatives at the State and Federal levels with the following changes: 1) under the Palmdale Boulevard section, strike the language "that seek funding for"; 2) remove the second bullet under "Homelessness and Mental Health"; and 3) under Social Unity/Illegal Drug Prevention and Treatment change the language from illegal drug prevention to substance abuse prevention.

Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

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

Mayor Pro Tem Loa spoke regarding Consent Calendar items.

Mayor Bishop thanked the staff for their hard work.

7.7) Approve the minutes from the previous meetings.

CC/SA - February 7, 2024

Motion: Approve all items listed under the Consent Calendar except Items 7.3, 7.5, and 7.6

Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)

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

8) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

8.1) Council reports, announcements, and requests for future agenda items.

Councilmember Bettencourt thanked emergency staff for helping with the storm.

Mayor Pro Tem Loa discussed why certain items are placed on the Consent Calendar.

Mayor Bishop thanked staff for all of their hard work.

Councilmember Alarcón requested to add to a future agenda a proposed action item to implement Spanish translation at all future Council meetings. Mayor Bishop asked staff to bring a report forward.

Mayor Bishop asked for clarification on the procedure for adding agenda items, and City Attorney Curley responded.

Discussion ensued regarding translation services and the current policy.

Councilmember Ohlsen requested a report back on translation services. There was Council consensus.

Mayor Pro Tem Loa requested that the report include an analysis of what other cities are doing with large populations containing English as a second language.

Councilmember Alarcón requested that the Council add a future agenda item on whether or not they will demand the City Attorney disclose his financial records for review.

City Attorney Curley provided clarification on attorney billing records.

Councilmember Ohlsen requested that all Council and staff comments be made to the Chair.

Mayor Bishop discussed the cost of legal work and the City Attorney's upcoming performance review.

9) CITY MANAGER'S REPORT

City Manager Perez reported on the following: Concerts at the Palmdale Playhouse; Yellen Dog Park event; Desert clean-up events; Books and Barks; Desert Sands playground ribbon cutting on February 28; Public Safety Disaster Preparedness Expo at Legacy Commons on February 28; and celebration of three additional

murals.

Mr. and Mrs. Mayor of Whoville spoke regarding the Seussical production that starts at the Palmdale Playhouse on March 8.

10) NON-AGENDA PUBLIC COMMENTS:

Public Comment: Eugene Hernandez commented regarding Cancer Awareness Month and preserving prime desert woodland.

Mayor Bishop asked City Manager Perez to provide a brief update on the Joshua Tree preserve on Avenue M. City Manager Perez provided an update on the Joshua Tree preserve and spoke regarding the Parks Master Plan.

Councilmember Bettencourt spoke regarding a museum.

Public Comments: Douglas Schmidt discussed safe access lanes for bicycles; Sergio asked about roadwork on Avenue T and requested a road inventory report; Annabelle Farmer discussed a dangerous situation on Avenue R5 and between 3rd Street and 5th Street East because of no sidewalks; Daniel spoke in support of the Palmdale Aerospace Teachers Association; Roger Soderstedt asked that any presentation or webpage show the budget and where does it come from; Marcos Alvarez commented on being a taxpayer and speaking on things of importance that impact the community; Chuck Murphy complimented the Sheriff's Department; Marsha Furman spoke about speaker forms, standard time limits on speaking, and being a cancer survivor; and Xavier Flores spoke in support of Councilmember Alarcón.

Mayor Bishop closed the Public Comments.

11) PRESENTATION BY CITY ATTORNEY

City Attorney Curley confirmed the items listed.

11.1) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

William Robert Herrera, et al vs. City of Palmdale, et al.

Central District of California Federal District Court Case No. 2:16-cv-09453-MWF-MAR

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

11.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Priscilla Huerta, et al vs. City of Palmdale, et al.

Central District of California Federal District Court Case No. 2:18-10354-MWF-FFM

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

12) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 7:16 pm - 7:36 pm.

City Attorney Curley announced the Council was updated, and there were no reportable actions.

13) ADJOURN

Mayor Bishop adjourned the meeting at 7:39 pm to March 6, 2024, at 5:00 pm in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 6th day of March 2024

Austin Bishop, Mayor

ATTEST:

Rochelle Scott, Acting City Clerk

**CITY OF PALMDALE
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
PLANNING DIVISION**

M E M O R A N D U M

DATE: MARCH 6, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

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

DISTRICT: 1

**SUBJECT: CONTINUE ITEM 7.1 - ADOPT RESOLUTION NO. CC 2024-017,
DENYING APPEAL 24-0002 AND UPHOLDING PLANNING
COMMISSION RESOLUTION NO. PC-2024-001 TO DENY
GENERAL PLAN AMENDMENT 23-0001, ZONE CHANGE 23-0002,
AND SPECIFIC PLAN AMENDMENT 22-001**

RECOMMENDATION

Staff recommends that the City Council:

Continue Item 7.1 – Adopt Resolution No. CC 2024-017, denying appeal 24-0002 and upholding Planning Commission Resolution No. PC-2024-001 to deny General Plan Amendment 23-0001, Zone Change 23-0002, and Specific Plan Amendment 22-001 to the April 3, 2024, City Council meeting to allow additional time for the appointed subcommittee consisting of Mayor Austin Bishop and Councilmember Eric Ohlsen to continue working with the appellant's, Renaissance Holdings LLC and Land Developers and Associates, and the stakeholders associated with the Palmdale Auto Mall to agree upon an amicable solution.