PALMDALE
a place to call home

CITY COUNCIL
SUCCESSOR AGENCY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, NOVEMBER 6, 2024
5:00 PM
www.cityofpalmdaleca.gov

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 Antelope Valley Union High School District (AVUHSD) Stem Expo Recognition.

4.2 Association of Sister Cities of Palmdale 50th year Anniversary presentation.

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 and Quarterly Investment Activity Reports for September 2024.

SR Investment Report SEP 2024.docx
Rpt. City & Successor Monthly & Quarterly Investment Reports Sep 2024.pdf

6.3 Adopt Resolution No. CC 2024-081, a Resolution of the City Council of the City of Palmdale of consideration to alter the rate and method of apportionment of special taxes for the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch phase 1 Public Facilities).

SR RMA Modification.docx
Reso. No. CC 2024-081 RMA Modification.docx

6.4 Adopt Resolution No. CC 2024-057, a Resolution of the City Council of the City of Palmdale declaring certain property surplus land (APN's 3008-041-001 through -010 and 3128-015-903).
SR Reso. No. CC 2024-057.docx
Reso. No. CC 2024-057.docx

6.5 Receive and file the annual Activity Report for the Development Agreement pertaining to the Oasis Wellness Village project located at the southeast corner of Palmdale Boulevard and Tierra Subida Avenue.
SR Development Agreement A-5595.docx
Agrmt No. A-5595 Oasis Wellness Village.pdf

6.6 Approve Agreement with Flock Group Inc. to provide Flock Services to 75 License Plate Reader cameras with a not to exceed amount of $1,133,950 for a contract term of five years from October 5, 2024, through October 4, 2029.
SR Agrmt No. A-9017 with Flock Group Inc.docx
Agrmt No. A-9017 with Flock Group Inc.pdf

6.7 Accept the Charging and Fueling Infrastructure Discretionary Grant Opportunity from the U.S. Department of Transportation Federal Highway Administration for the funding amount of $14,810,000 and approve agreements for the implementation of the EVequity Leadership Project.
SR Agrmt No. A-9080 with US DOT and Agrmt No. A-8996 with TEC.docx
Agrmt No. A-9080 with The US Dept. of Transportation.pdf
Agrmt No. A-8996 with TEC.pdf

6.8 Approve Final Parcel Map No. 83985 (located at the Northeast corner of Avenue S and 40th Street East).
SR Parcel Map No. 83985.docx
Parcel Map No. 83985.pdf

6.9 Adopt Resolution No. CC 2024-083, a Resolution of the City Council of the City of Palmdale declaring its intention to conduct a public hearing to consider the vacation of portions of 8th Street East south of Rancho Vista Boulevard and north of Avenue P-8.
SR Reso. No. CC 2024-083.docx
Reso. No. CC 2024-083.docx
Exh A & B Reso. No. CC 2024-083.pdf

6.10 Approve the minutes from the previous meeting.
Minutes CC SA 10 02 2024.pdf

7. **PUBLIC HEARING**

7.1 Adopt Resolution No. CC 2024-080, a Resolution of the City Council of the City of Palmdale declaring results of majority protest proceedings and renewing the Palmdale Tourism Improvement District.

SR Reso. No. CC 2024-080.docx
Reso. No. CC 2024-080.docx
PTID Management District Plan 7-10-24.pdf

7.2 Adopt Resolution No. CC 2024-085, a Resolution of the City Council of the City of Palmdale approving Major Modification 24-0023; a request for modifications to Site Plan Review 23-003 an approved mixed-use commercial and residential development located north of Avenue R and west of 30th Street East and find that the project is categorically exempt from environmental review (APN: 3018-026-001).

SR MOD24-0023.docx
Reso. No. CC 2024-085 MOD24-0023.docx
Atch A.pdf
Atch B.pdf

7.3 Adopt Resolution No. CC 2024-082, a Resolution of the City Council of the City of Palmdale approving the issuance of Revenue Bonds by the California Municipal Finance Authority (the “CMFA") in an aggregate outstanding principal amount not to exceed $15,000,000 to finance and refinance a 48-unit qualified residential rental project for the benefit of 9th Street E. Housing, LP, a California Limited Partnership, or another entity to be created by Milare Housing Investments, Inc. (or an affiliate), and certain other matters relating thereto.

SR TEFRA Bana at Palmdale.docx
Reso. No. CC 2024-082 TEFRA Bana at Palmdale.docx

8. **CITY MANAGER’S REPORT**

9. **COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS**

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 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Los Angeles County Superior Court Case No. 22STCV01269
This closed session is being held pursuant to the authority of California

Government Code Section 54956.9(d)(1).

11.2 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Los Angeles County Superior Court Case No. 22STCV29463
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

12. **ANNOUNCEMENT BY CITY ATTORNEY**

13. **ADJOURN** meeting to November 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 48 hours prior to the meeting.

If you require oral translation, please contact the City Clerk's Office at (661) 267-5151 at least 48 hours prior to the meeting.

City Council Staff Report

DATE: **NOVEMBER 6, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **RECEIVE AND FILE THE MONTHLY AND QUARTERLY INVESTMENT ACTIVITY REPORTS FOR SEPTEMBER 2024**

RECOMMENDATION

Staff recommends that the City Council receive and file the monthly and quarterly investment activity reports for the City of Palmdale and Successor Agency for September 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, issuer's name, purchase date, maturity date, amount of deposit, and interest rate. This information shall be provided for all City and Successor Agency pooled investments and for Certificates of Participation, Revenue Bonds, Tax Allocation Bonds, Assessment Districts, and Community Facilities District accounts managed by outside Fiscal Agents.

The monthly and quarterly investment reports provide a synopsis of the City and Successor Agency's investment activity. They 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 September, the City's invested portfolio totaled $335,408,279, an increase of $10,532,427 from the previous month and an increase of $25,595,305 compared to last year. The monthly increase resulted from the reinvestment of funds from investments that had matured in prior months.

The par value of Successor Agency's portfolio as of September was $4,707,911. The balance decreased by $6,612,526 from last month due to Debt Service payments made within 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, US 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

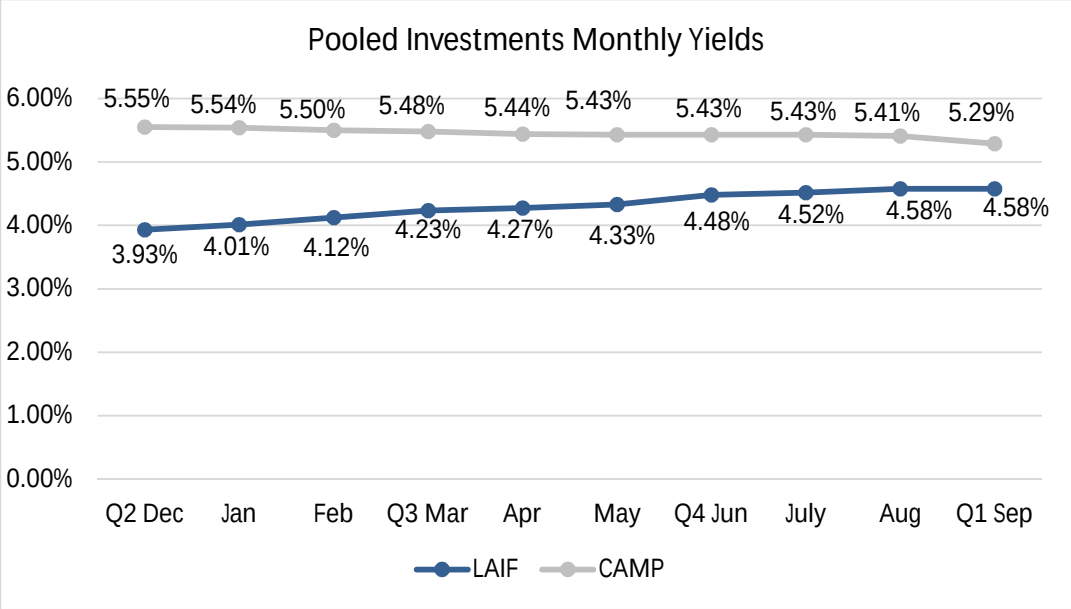
One core approach the Finance Division focuses on is providing liquidity to meet the City and Successor Agency's operational requirements. Thus, the City invests in two pooled funds, LAIF and CAMP. These are intended for daily operational activities and can be used during economic uncertainties for ongoing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

The City's LAIF balance at the end of September was $111,379,177, an increase of $10,215,463 due to a transfer made from the City's general account to LAIF account for the month.

The Successor Agency's LAIF balance at the end of September was $3,740,658, with no changes from the prior month.

The City's CAMP balance at the end of September was $53,140,572, compared to $52,911,214 in August. The increase is due to interest earned during the quarter.

The interest rates presented are the most current rates available as of the date of this report. As of September 30, 2024, the interest rates for LAIF and CAMP investments were at 4.58 percent and 5.29 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of August were 4.58 percent and 5.41 percent. This time last year, LAIF and CAMP rates were at 3.53 percent and 5.55, respectively.



The chart above shows the LAIF and CAMP average monthly yields from December 2023 through September 2024. The difference between the two funds' performance is primarily due to their 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 reports include all investments held by both entities and current book values as of September 30, 2024.

The City and Successor Agency are expected to have sufficient funds to meet its 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 September 30, 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:	Janelle Samson, Director of Operations
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 and Quarterly Investment Reports September 2024

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
SEPTEMBER 30, 2024

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	NTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
U.S. TREASURY SECURITIES				Yield			
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note	2.63	3,000,000.00	3,260,634.36	2,902,140.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note	0.66	3,000,000.00	3,261,331.50	2,888,310.00
05-11-21	12-31-24	CITY	9128283P3 U.S. Treasury Note	0.40	3,000,000.00	3,200,040.56	2,954,940.00
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note	2.63	5,000,000.00	5,451,958.35	4,836,900.00
12-17-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note	0.85	10,000,000.00	10,045,505.25	9,807,400.00
12-22-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note	0.88	5,000,000.00	5,018,208.38	4,903,700.00
12-20-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note	1.00	5,000,000.00	5,017,187.50	4,903,710.95
03-08-23	03-31-26	CITY	9128286L9 U.S. Treasury Note	2.25	3,200,000.00	3,029,330.80	3,064,000.00
01-03-24	12-31-26	CITY	912828YX2 U.S. Treasury Note	0.04	5,000,000.00	4,696,880.23	4,666,600.00
01-03-24	06-30-27	CITY	91282CEW7 U.S. Treasury Note	0.04	5,000,000.00	4,897,630.28	4,825,200.00
01-03-24	09-30-27	CITY	91282CFM8 U.S. Treasury Note	0.04	2,500,000.00	2,523,771.66	2,472,450.00
01-08-24	02-15-26	CITY	91282CGL9 U.S. Treasury Note	0.04	5,000,000.00	4,987,205.23	4,932,250.00
01-08-24	06-15-26	CITY	91282CHH7 U.S. Treasury Note	0.04	5,000,000.00	5,001,760.94	4,942,800.00
			TOTAL U.S. TREASURY SECURITIES		$ 59,700,000.00	$ 60,391,445.04	$ 58,100,400.95
GOVERNMENT AGENCY PAPER							
06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit	0.78	5,000,000.00	5,000,000.00	4,781,500.00
08-27-20	11-27-24	CITY	3134GWNG7 Freddie Mac	0.50	2,000,000.00	2,000,000.00	1,958,542.76
04-01-21	04-01-25	CITY	3133EMUP5 Federal Farm Credit	0.71	5,000,000.00	5,000,000.00	4,826,404.05
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	0.59	1,000,000.00	1,103,275.25	976,880.00
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	0.57	2,000,000.00	2,208,460.00	1,953,760.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae	0.55	3,000,000.00	2,993,675.25	2,826,750.00
06-30-21	12-30-25	CITY	3130AMRQ7 Federal Home Loan Note	0.88	3,000,000.00	3,000,000.00	2,821,947.30
07-29-21	04-29-26	CITY	3130AN5C0 Federal Home Loan Note	1.05	4,000,000.00	4,010,455.13	3,734,320.00
12-17-21	11-12-25	CITY	3134GXBM5 Federal Home Loan Note	1.15	1,150,000.00	1,125,785.50	1,082,265.00
12-17-21	12-30-24	CITY	3130AQDY6 Federal Home Loan Note	1.00	6,750,000.00	6,750,000.00	6,603,527.70
12-17-21	06-23-25	CITY	3133ENHW3 Federal Farm Credit	1.17	10,000,000.00	10,000,000.00	9,595,310.20
12-20-21	07-30-25	CITY	3136G4ZP1 Fannie Mae	0.65	3,500,000.00	3,444,175.00	3,339,331.94
12-20-21	09-24-25	CITY	3134GWUG9 Freddie Mac	0.57	10,000,000.00	9,806,600.00	9,459,892.40
12-21-21	12-22-26	CITY	3133ENJC5 Federal Farm Credit	1.29	5,000,000.00	5,000,000.00	4,589,481.35
01-14-22	01-14-25	CITY	3130AQEA7 Federal Home Loan Note	1.05	7,000,000.00	7,000,000.00	6,839,056.49
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit	3.34	1,810,000.00	1,660,349.20	1,722,111.58
06-29-22	03-28-25	CITY	3130A5DH9 Federal Home Loan Note	3.34	1,950,000.00	1,937,715.00	1,920,301.71
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Note	3.33	5,000,000.00	4,479,000.00	4,533,218.00
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac	0.80	5,000,000.00	4,539,500.00	4,562,202.10
01-06-23	02-25-27	CITY	3130AQRH8 Federal Home Loan Note	4.38	5,000,000.00	4,590,638.89	4,670,265.65
01-06-23	04-19-27	CITY	3130ARHJ3 Federal Home Loan Note	4.38	5,000,000.00	4,801,354.86	4,801,570.80
05-18-23	05-18-27	CITY	3133EPKC8 Federal Farm Credit	5.39	5,000,000.00	5,000,000.00	4,991,602.80
06-05-23	05-30-28	CITY	3133EPLE3 Federal Farm Credit	4.67	2,815,000.00	2,822,746.50	2,790,565.80
05-03-24	05-01-28	CITY	3133ERCX7 Federal Farm Credit	5.17	5,000,000.00	5,000,000.00	5,000,777.50
			TOTAL GOVERNMENT AGENCY PAPER		$ 104,975,000.00	$ 103,273,730.58	$ 100,381,585.13

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
SEPTEMBER 30, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	NTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
CERTIFICATES OF DEPOSIT							
01-04-24	06-15-26	CITY	05580A4Y7 BMW Bank of NA NA	4.03	240,000.00	243,434.40	238,848.00
01-04-24	11-30-27	CITY	46656MVH1 JPMorgan Chase Bank DE US	4.76	240,000.00	242,022.91	240,415.20
01-04-24	12-28-28	CITY	09582YAV4 Blue Ridge Bank NA VA US RT	4.09	240,000.00	240,948.00	234,677.60
06-11-24	06-12-28		59541KCV7 Mid-Missouri Bank	5.15	245,000.00	245,034.57	243,510.50
06-11-24	06-11-26		38150VUZ0 Goldman Sachs Bank	5.05	245,000.00	245,033.90	245,615.57
06-13-24	06-13-29		89235MPP0 Toyota Financial SGS	4.65	245,000.00	245,000.00	246,281.17
06-14-24	06-15-26		34520LBC6 Forbright Bank	5.05	245,000.00	245,000.00	245,699.42
06-14-24	06-14-28		307811KA6 Farmers & Merchs Bank	5.00	245,000.00	245,000.00	242,169.22
06-14-24	06-14-29		69503PAB7 Pacific Valley Bank	5.20	245,000.00	245,000.00	243,313.18
06-17-24	06-17-26		8562855V9 State Bank of India	5.10	245,000.00	245,000.00	245,875.30
06-18-24	06-18-29		229083AA8 Evangeline Bank & Trust	5.30	245,000.00	245,000.00	245,000.16
06-20-24	06-22-26		06051XER9 Bank of America NA	5.05	245,000.00	245,000.00	245,737.44
06-21-24	06-22-26		35634MAE1 Freedom Bank/Maywood NJ	5.05	245,000.00	245,000.00	245,737.72
06-25-24	06-25-29		09776DAG9 BOM Bank	5.35	245,000.00	245,000.00	245,000.11
			TOTAL CERTIFICATES OF DEPOSIT		$ 1,210,000.00	$ 3,421,473.78	$ 3,407,880.59
05-17-23	03-01-26	CITY	30231GAT9 Exxon Mobile Corporation	3.04	1,000,000.00	982,084.11	967,125.82
05-17-23	03-02-26	CITY	194162AQ6 Colgate-Palmolive CO GlobalL	4.80	1,000,000.00	1,035,553.33	997,703.43
05-17-23	01-26-26	CITY	742718FY0 Procter & Gamble CO/The Glob	4.10	1,000,000.00	1,018,471.67	987,387.46
01-04-24	07-27-26	CITY	61761J3R8 Morgan Stanley	4.70	500,000.00	481,185.25	478,020.00
01-04-24	06-15-26	CITY	46625HRS1 JPMorgan Chase & CO	4.52	500,000.00	484,840.25	481,325.00
01-04-24	03-02-28	CITY	718172CE7 Philip Morris Intl Inc	4.49	500,000.00	474,395.25	466,815.00
01-04-24	04-01-27	CITY	808513BW4 Charles Schaw Corp	4.68	500,000.00	479,390.25	477,190.00
01-09-24	06-02-26	CITY	11271LAA0 Brookfield Fin Inc	5.13	500,000.00	490,115.25	489,610.00
01-09-24	11-28-28	CITY	05565QDH8 BP Capital Markets PLC	4.48	500,000.00	483,460.25	475,490.00
01-09-24	01-28-26	CITY	06406RAQ0 Bank OF NY Mellon Corp	4.52	500,000.00	463,355.25	466,490.00
01-09-24	07-09-27	CITY	22550L2K6 Crdit Suisse New York	4.92	500,000.00	500,910.25	495,950.00
01-09-24	08-15-28	CITY	797440CE2 San Diego G & E	4.49	500,000.00	509,340.25	497,940.00
01-09-24	07-01-27	CITY	75973QAA5 Reneissance Financial	5.01	500,000.00	475,470.25	473,980.00
01-09-24	01-27-26	CITY	780082AD5 Royal Bank of Canada	4.97	500,000.00	496,930.25	492,915.00
08-27-24	02-01-29	CITY	06406RBN6 Bank of NY Mellon Corp	4.20	656,000.00	$ 663,116.29	$ 663,116.29
			TOTAL CORPORATE BONDS		$9,156,000	$8,375,502	$ 8,911,058.00
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY	98-19-620	0.78	60,492,217.57	60,492,217.57	60,492,217.57
06/23/08	n/a	PCA	40-19-060	0.78	0.00	0.00	0.00
			40-19-078		36,500,000.00	36,500,000.00	36,500,000.00
	n/a	ARPA	19-19-004	0.78	14,386,959.06	14,386,959.06	14,386,959.06
			TOTAL LAIF ACCOUNTS		$ 111,379,176.63	$ 111,379,176.63	$ 111,379,176.63
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY	6080-01	0.30	53,140,571.85	53,140,571.85	53,140,571.85
			TOTAL CAMP ACCOUNTS		$ 53,140,571.85	$ 53,140,571.85	$ 53,140,571.85
UBS FINANCIAL SERVICES							
n/a	n/a	CITY		0.00	87,605.97	87,605.97	87,605.97
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 87,605.97	$ 87,605.97	$ 87,605.97
			TOTAL CITY INVESTMENTS		$ 339,648,354.45	$ 340,069,505.71	$ 335,408,279.12

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
SEPTEMBER 30, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	NTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
			LIBRARY INVESTMENTS				
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
11-20-84	n/a	LIBRARY	16-19-012	0.78			13,311.99
			TOTAL LIBRARY INVESTMENTS				$ 13,311.99
			FISCAL AGENT CASH				
SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
05-10-95	n/a	BOND	95421220	0.35			116.93
05-10-95	n/a	IMPROVEMENT	95421222	0.10			169,945.80
			TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1				$ 170,062.73
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			13.48
04-06-95	n/a	IMPV-ACQUI	95420884	0.01			2,828,755.32
04-06-95	n/a	BOND	95420887	0.15			0.15
			TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1				$ 2,828,768.95
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			101,450.34
08-01-19	n/a	RESERVE	242969003	0.00			1,447,057.23
08-01-19	n/a	SP TAX - REFNDING BOND	242969004	0.01			15,151.07
			TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1				$ 1,563,658.64
BOND PROCEEDS							
2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
	n/a	SPEC TRB SER A/B	251009000	0.01			457,014.91
	n/a	RESERVE FUND	251009001	0.01			641,681.92
			TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021				$ 1,098,696.83

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
SEPTEMBER 30, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	NTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
BOND PROCEEDS							
2006-1 Godde Hill Estate Sewer Improvements LOIB							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
11-08-06	n/a	REDEMPTION FUND	106844000	0.01			114,148.88
11-08-06	n/a	ADM EXP	106844002	0.01			1,748.76
11-08-06	n/a	RESERVE FUND	106844003	0.01			91,384.86
		TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB					$ 207,282.50
2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
10-11-13	n/a	ESCROW FUND	206455000	0.00			2,979,525.30
		TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW					$ 2,979,512.65
2015 HA DEBT SERVICE RESERVE							
Fiscal Agent: Bank of America							
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08			40,371.50
		TOTAL 2015 HA DEBT SERVICE RESERVE					$ 40,371.50
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND							
05-23-18	n/a	CITY	04790895775 Public Agency Retirement Servi	2.60			10,144,551.22
		TOTAL PARS PENSION TRUST FUND					$ 10,144,551.22
BOND PROCEEDS							
2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
09-03-15	n/a	BOND FUND	277067000	0.00			98,638.44
09-03-15	n/a	INTEREST ACCT	277067001	0.01			8.19
09-03-15	n/a	BOND RESERVE	277067003	0.00			281,018.53
09-03-15	n/a	REPAIR & REPLACE FUND	277067004	0.00			1,325,864.51
		TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS					$ 1,705,529.67

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
SEPTEMBER 30, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	NTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
BOND PROCEEDS							
2017 PFA $17.4M LEASE REVENUE BONDS							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-05-17	n/a	REVENUE FUND	271128000	0.00			0.31
			TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS				$ 0.31
BOND PROCEEDS							
2023 A&B SERIES ACQUISITION & CONSTRUCTION REVENUE BOND							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
			248041000				6.33
11-30-23	n/a	INTEREST	248041001				2,054,524.01
11-30-23	n/a	REVENUE FUND	248041004				19,345,604.97
11-30-23	n/a	INTEREST	248041007				0.19
11-30-23	n/a	REVENUE FUND	248041008				13,690,517.93
			TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND				$ 35,090,653.43
			GRAND TOTAL - FISCAL AGENT CASH				$ 54,730,391.60

SUMMARY OF CASH AND INVESTMENTS
Page 1 of 1

Cash on Hand			$ 6,693,504
Pooled Cash Investments			
City:	$ 335,624,557		
Insur Fund:	($216,278)		$ 335,408,279
Library Investments			$13,312
Subtotal			$ 342,115,095
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			$ 54,730,392
Grand total			$ 396,845,487

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 September 30, 2024.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
SEPTEMBER 30, 2024

CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
September 30, 2024

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - CITY ACCOUNT 98-19-620				
Beginning Balance				$ 60,492,217.57
Subtotal	$ -	$ -	$ -	$ 60,492,217.57
LAIF - PCA ACCOUNT 40-19-060				
Beginning Balance				$ 26,284,537.22
09-16-24		$ (26,284,537.22)		
Subtotal	$ -	$ (26,284,537.22)	$ -	$ 0.00
LAIF - PFA ACCOUNT 40-19-078				
Beginning Balance				$ -
09-19-24	$ 24,500,000.00			
09-26-24	$ 12,000,000.00			
Subtotal	$ 36,500,000.00	$ -	$ -	$ 36,500,000.00
LAIF - LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 13,311.99
Subtotal	$ -	$ -	$ -	$ 13,311.99
LAIF - ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 14,386,959.06
Subtotal	$ -	$ -	$ -	$ 14,386,959.06
CAMP				
Beginning Balance				$ 52,911,213.71
09-30-24			$ 229,358.14	
Subtotal	$ -	$ -	$ 229,358.14	$ 53,140,571.85
UBS Financial Services				
Beginning Balance				$ 0.00
09-30-24			$ 178,218.47	
09-30-24		$ (90,612.50)		
Subtotal	$ -	$ (90,612.50)	$ 178,218.47	$ 87,605.97
Total	$ 36,500,000.00	$ (26,375,149.72)	$ 407,576.61	$ 164,620,666.44

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
SEPTEMBER 30, 2024

CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED

September 30, 2024

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

C = Call
M = Maturity
CB = Corporate Bond

ISSUER	PURCHASE DATE	MATURITY DATE	FACE VALUE REDEEMED	INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
					$ -		-
					$ -		-
					$ -		-
					$ -		-
			$ -	$ -	$ -	$ -	$0.00

Total Number of Transactions: 0

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
SEPTEMBER 30, 2024

POOLED CASH - INVESTMENTS PURCHASED
September 30, 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
				-			$ -	
				-			$ -	
				-			$ -	
				-			$ -	
			$ -	$ -	$ -	$ -	$ -	

Total Number of Transactions: 0

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
September 30, 2024

POOLED CASH - STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
LAIF - SA ACCOUNT 65-19-035						
09-01-84	n/a	SA Account	65-19-035	0.78	3,740,658.01	
						$ 3,740,658.01

FISCAL AGENT CASH

BOND PROCEEDS						
CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						
Fiscal Agent: U.S. Bank National Association						
08-20-02	n/a	Reserve Fund	94460700	2.54	536,531.90	
08-20-02	n/a	Interest Acct	94460701	0.04	27,277.96	
08-20-02	n/a	Principal Acct	94460702	0.04	132.33	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 563,942.19
BOND PROCEEDS						
2016 SA $31.5M Tax Allocation Refunding Bonds Series A						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	Debt Service	245113000	0.00	4.47	
04-26-16	n/a	Interest Acc	245113001	N/A	0.00	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 4.47
GRAND TOTAL - FISCAL AGENT CASH						$563,947

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$	403,306
Pooled Cash Investments	$	3,740,658
Successor Agency Fiscal Agent Cash	$	563,947
Grand total	$	4,707,911

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available. LAIF interest rates are as of September 30, 2024.

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

POOLED CASH - STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)
September 30, 2024

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - SA ACCOUNT 65-19-035				
Beginning Balance				$ 3,740,658.01
Subtotal	$ -	$ -	$ -	$ 3,740,658.01

PORTFOLIO REVIEW AND ANALYSIS

City of Palmdale

Palmdale, CA

As of Date: 09/30/2024 | Pricing as of: 09/30/2024 | Date of Analysis: 10/10/2024

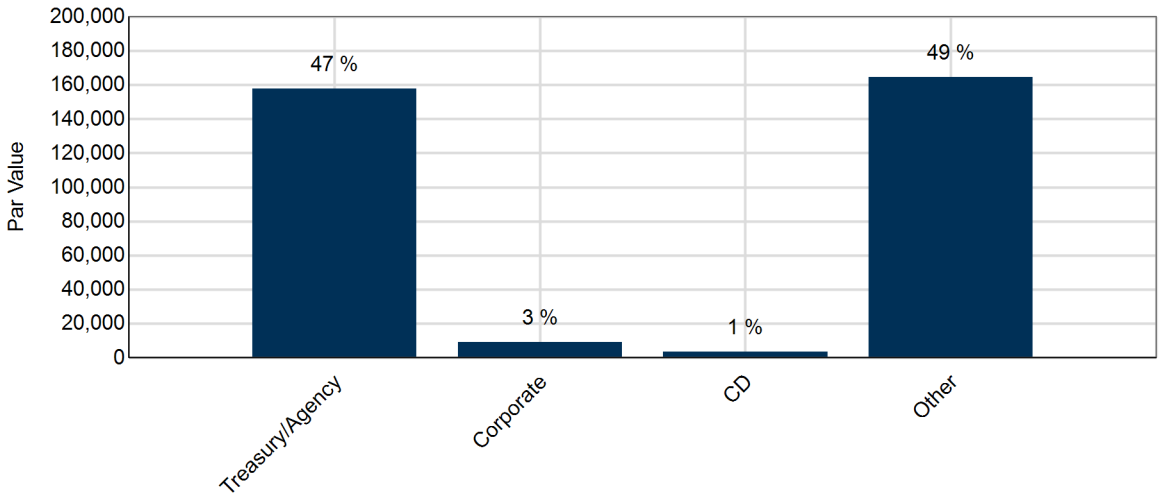
Account Executive: Bill Blackwill



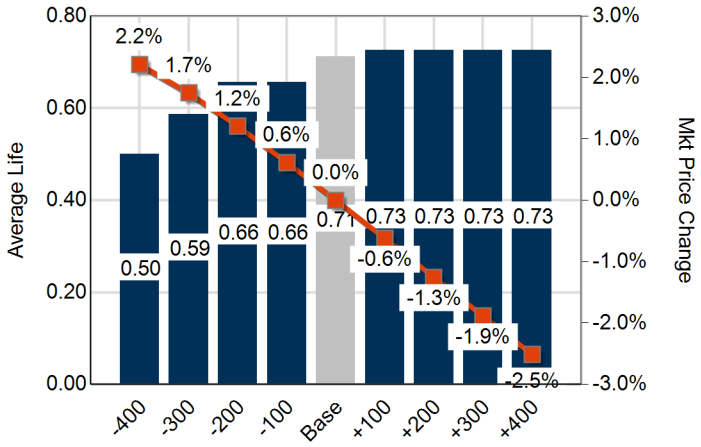
Portfolio Overview

Book Value	334,816
# Securities	68
Average Size (Book)	4,924
Yield at Book	1.30
Market Yield	2.40
$ Gain/Loss	-3,212
% Gain/Loss	-1.0%
Average Life	0.71
Average Life +300bps	0.73
% Price Change +100bps	-0.63
% Price Change +300bps	-1.89
Effective Duration	0.62
Effective Convexity	-0.01
AFS / HTM%	100% / 0%
Fixed / Floating	100% / 0%
ESG/Green Par (000's)	$500 / $500

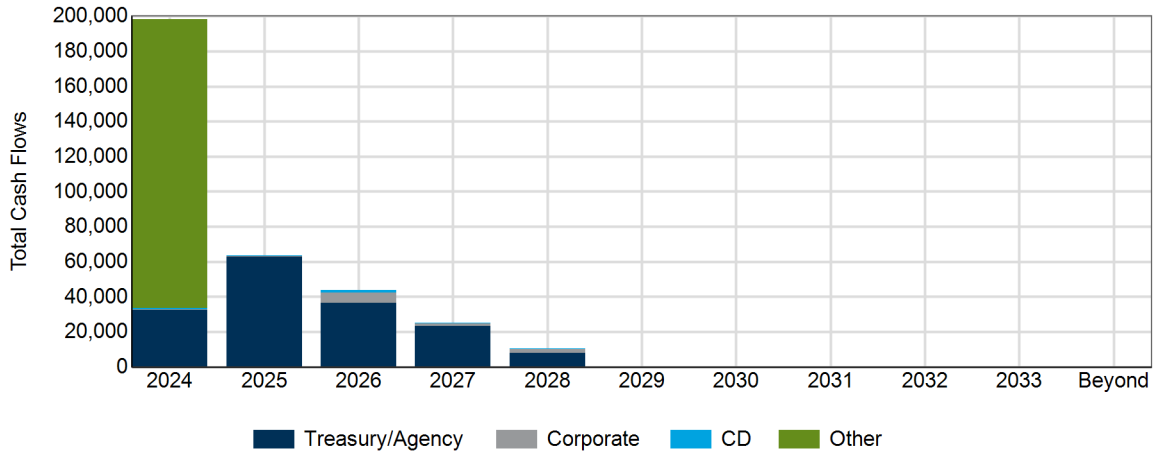
Sector Allocation



Average Life vs Price Sensitivity



Annual Projected Cash Flows By Sector



Historical Portfolio Overview

	09/30/2024	06/30/2024	03/31/2024	12/31/2023
Book Value	334,816	353,483	331,180	285,946
Yield at Book	1.30	1.40	1.39	1.26
Yield at Book (+100)	1.30	1.40	1.39	1.26
Yield at Book (+300)	1.30	1.40	1.39	1.26
Yield at Book (-100)	1.30	1.40	1.39	1.26
WAL	0.71	0.90	0.98	0.99
WAL (+100)	0.73	0.90	1.00	0.99
WAL (+300)	0.73	0.90	1.00	0.99
WAL (-100)	0.66	0.79	0.92	0.94
% Price Change (+100)	-0.6%	-0.8%	-0.9%	-0.8%
% Price Change (+300)	-1.9%	-2.3%	-2.6%	-2.5%
% Price Change (-100)	0.6%	0.7%	0.8%	0.8%
Effective Duration	0.62	0.74	0.85	0.81
Effective Convexity	-0.01	-0.02	-0.02	-0.02
$ Gain/Loss	-3,212	-6,469	-7,376	-6,903
% Gain/Loss	-1.0%	-1.8%	-2.2%	-2.4%
$ Gain/Loss (+300)	-9,473	-14,399	-15,728	-13,826
Principal Cash Flow 2 yrs out	87%	83%	83%	83%
Principal Cash Flow 2 yrs out (+100)	86%	83%	82%	83%
Principal Cash Flow 2 yrs out (+300)	86%	83%	82%	83%
Principal Cash Flow 2 yrs out (-100)	89%	88%	85%	84%

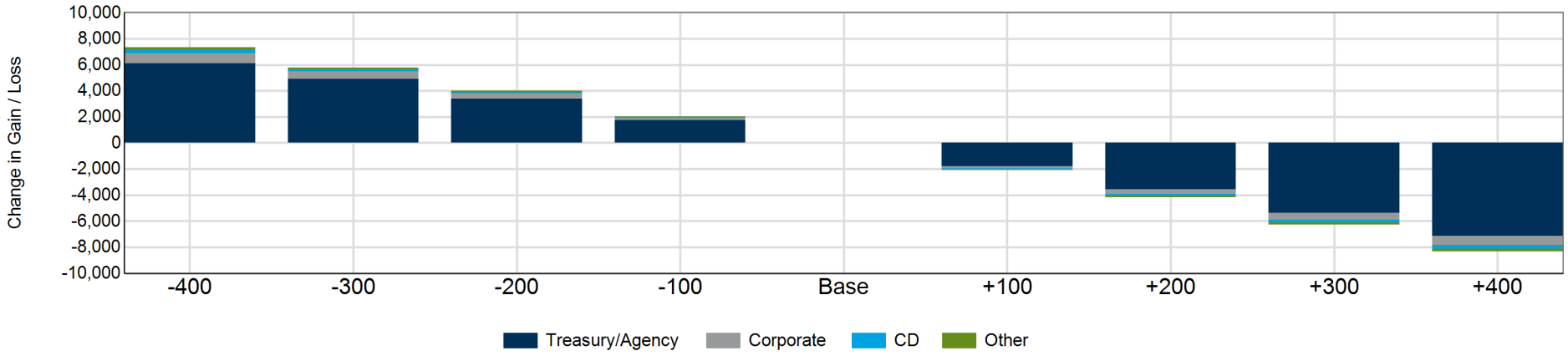
Portfolio Sector Summary

Sector	Portfolio %	Par Value	Cpn	Maturity	Book Value	Yield @Bk	Market Value	Yield	% Price Change -100	% Price Change +100	% Price Change +300	Gain/(Loss) $	Gain/(Loss) %	Effective WAL	Effective Dur	Effective Cvx	AFS %
Treasury (13)	17.8%	59,700	2.32	1.2 yrs	59,700	2.32	59,132	4.09	1.2	-1.1	-3.3	-568	-1.0%	1.20	1.15	0.03	100 %
Agency Bullet (5)	4.5%	15,000	1.26	0.6 yrs	15,000	1.26	14,775	4.42	0.6	-0.5	-1.6	-225	-1.5%	0.56	0.55	0.01	100 %
Callable Agency (17)	24.8%	83,025	1.47	1.5 yrs	83,025	1.47	80,610	4.16	1.2	-1.3	-3.9	-2,415	-2.9%	1.53	1.23	-0.06	100 %
Treasury/Agency (35)	47.1%	157,725	1.77	1.3 yrs	157,725	1.77	154,517	4.16	1.1	-1.2	-3.5	-3,208	-2.0%	1.32	1.14	-0.02	100 %
Finance (10)	1.5%	5,156	3.63	2.5 yrs	5,156	3.63	5,104	4.24	2.3	-2.3	-6.6	-52	-1.0%	2.37	2.26	0.05	100 %
Industrial (4)	1.0%	3,500	3.86	1.7 yrs	3,500	3.86	3,486	3.94	1.6	-1.5	-4.6	-14	-0.4%	1.68	1.55	0.02	100 %
Utility (1)	0.1%	500	4.95	3.9 yrs	500	4.95	514	4.18	3.5	-3.4	-9.8	14	2.7%	3.88	3.45	0.16	100 %
Corporate (15)	2.7%	9,156	3.79	2.3 yrs	9,156	3.79	9,104	4.12	2.1	-2.0	-6.0	-52	-0.6%	2.19	2.05	0.04	100 %
NCD (14)	1.0%	3,415	4.99	3.1 yrs	3,415	5.00	3,464	4.18	1.5	-1.6	-5.8	49	1.4%	1.71	1.52	-0.10	100 %
CD (14)	1.0%	3,415	4.99	3.1 yrs	3,415	5.00	3,464	4.18	1.5	-1.6	-5.8	49	1.4%	1.71	1.52	-0.10	100 %
Cash & Other (4)	49.1%	164,520	0.62	-0.1 yrs	164,520	0.62	164,520	0.62	0.0	0.0	-0.1	0	0.0%	0.03	0.03	0.00	100 %
Other (4)	49.1%	164,520	0.62	-0.1 yrs	164,520	0.62	164,520	0.62	0.0	0.0	-0.1	0	0.0%	0.03	0.03	0.00	100 %
Total (68)	100.0%	334,816	1.30	0.7 yrs	334,816	1.30	331,604	2.40	0.6	-0.6	-1.9	-3,212	-1.0%	0.71	0.62	-0.01	100 %

Shocked Analysis

	-300	-200	-100	Base	+100	+200	+300
Par Value	334,816	334,816	334,816	334,816	334,816	334,816	334,816
Book Value	334,816	334,816	334,816	334,816	334,816	334,816	334,816
Market Value	337,397	335,598	333,639	331,604	329,531	327,436	325,343
Gain/(Loss)	2,581	782	-1,177	-3,212	-5,284	-7,380	-9,473
Gain/(Loss) %	0.8%	0.2%	-0.4%	-1.0%	-1.6%	-2.2%	-2.8%
Gain/(Loss) % - Chg from Base	1.8%	1.2%	0.6%	0.0%	-0.6%	-1.3%	-1.9%
Book Price	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Yield at Book	1.30	1.30	1.30	1.30	1.30	1.30	1.30
Market Price	100.77	100.23	99.65	99.04	98.42	97.80	97.17
Market Yield	-0.52	0.43	1.40	2.40	3.39	4.38	5.38
WAL	0.59	0.66	0.66	0.71	0.73	0.73	0.73
Effective Duration	0.00	0.00	0.00	0.62	0.00	0.00	0.00
Effective Convexity	0.00	0.00	0.00	-0.01	0.00	0.00	0.00

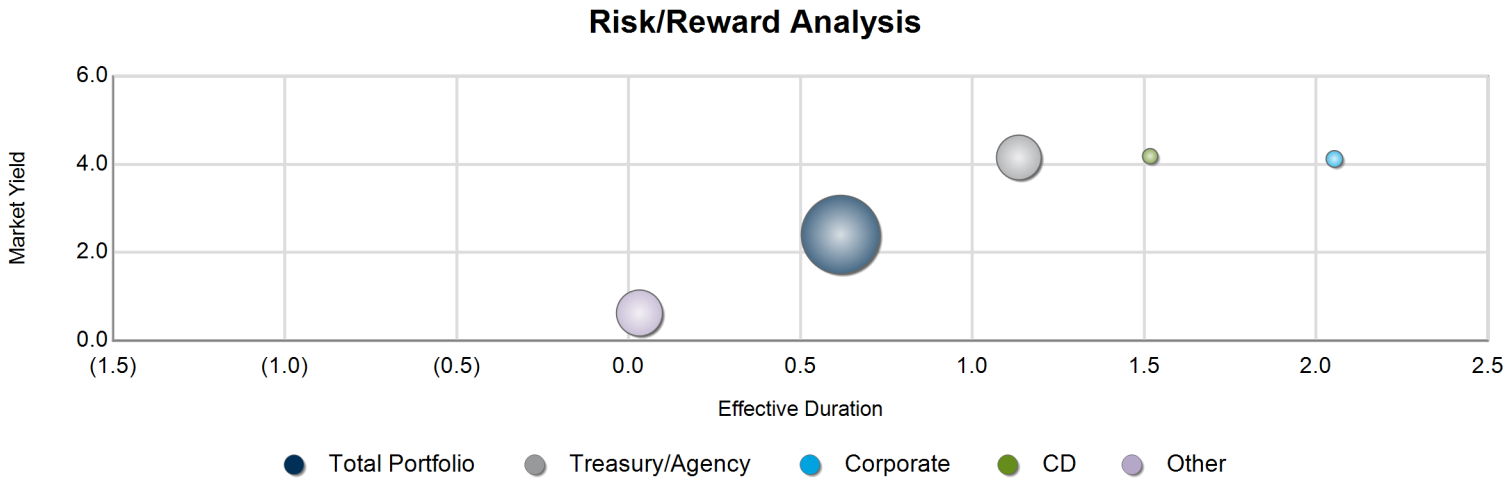
Change in Gain/Loss by Rate Shock Scenario



Price Risk & Market Value Change by Sector

	AFS						HTM					
	% Change in Market Value from Level					Eff	% Change in Market Value from Level					Eff
Sector	-100	Mkt Value	+100	+200	+300	Dur	-100	Mkt Value	+100	+200	+300	Dur
Treasury/Agency	1.1%	154,517	-1.2%	-2.3%	-3.5%	1.1%						
Corporate	2.1%	9,104	-2.1%	-4.1%	-6.0%	2.1%						
CD	1.5%	3,464	-1.6%	-3.6%	-5.8%	1.5%						
Other	0.0%	164,520	0.0%	-0.1%	-0.1%	0.0%						
Total	0.6%	331,604	-0.6%	-1.3%	-1.9%	0.6%						
Scenario Market Val	333,639	331,604	329,531	327,436	325,343							
Scenario Gain/Loss	-1,177	-3,212	-5,284	-7,380	-9,473							

Total Portfolio (AFS + HTM):	
% Change in Market Val from Level	
-200 bps	1.2%
-100 bps	0.6%
Level Market Val	331,604
+100 bps	-0.6%
+200 bps	-1.3%
+300 bps	-1.9%
+400 bps	-2.5%
Effective Duration	*0.62*
Effective Convexity	-0.01



Peer Group Comparison

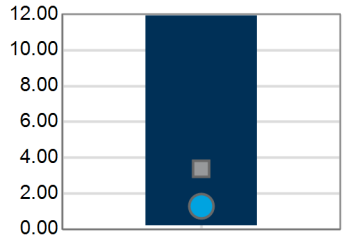
Peer	As of Date	Book Value	G/L %	Yield @Bk	Average Life			% Price Change			Effective		UST	Fix		Fix	Flt	Agy	Sm	Prv			CD &	%	%
					Base	-100	+300	-100	+100	+300	Dur	Cvx	Agy	MBS	ARM	CMO	CMO	CMBS	Bus.	Label	Muni	Corp	Oth	Fixed	AFS
1	07/24	301,534	-1.4	4.19	0.5	0.4	0.5	0.4	-0.4	-1.2	0.4	0.0	27%	0%	0%	0%	0%	0%	0%	0%	5%	0%	68%	100%	100%
2	08/24	244,893	6.0	3.54	2.5	2.4	2.6	2.3	-2.3	-6.6	2.3	0.0	49%	0%	0%	0%	0%	0%	0%	0%	23%	15%	13%	100%	100%
3	07/24	219,942	-2.9	4.65	1.7	1.6	1.9	1.6	-1.6	-4.7	1.6	0.0	59%	0%	0%	0%	0%	0%	0%	0%	13%	20%	8%	100%	100%
4	06/24	466,289	-2.3	2.84	1.2	1.0	1.3	1.0	-1.1	-3.3	1.0	0.0	71%	0%	0%	0%	0%	0%	0%	0%	5%	24%	0%	97%	100%
5	08/24	178,922	-2.2	2.71	1.4	1.2	2.2	1.1	-1.2	-4.4	1.1	-0.1	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
6	09/24	153,598	-0.2	4.49	2.8	2.5	3.6	2.0	-2.2	-6.8	2.1	-0.2	3%	10%	11%	9%	5%	10%	4%	0%	24%	25%	0%	81%	100%
7	09/24	153,199	0.1	3.51	2.4	2.4	2.6	2.3	-2.2	-6.6	2.2	0.1	71%	0%	0%	0%	0%	0%	0%	0%	0%	1%	27%	100%	100%
8	08/24	135,405	-1.6	2.36	1.3	1.2	1.5	1.1	-1.2	-3.7	1.2	-0.1	59%	0%	0%	0%	0%	1%	0%	0%	0%	0%	41%	100%	100%
9	09/24	123,448	-0.8	3.57	1.1	1.0	1.3	1.0	-1.0	-3.1	1.0	0.0	24%	0%	0%	0%	0%	2%	0%	0%	36%	1%	38%	100%	100%
10	06/24	109,136	-3.0	3.82	2.6	2.4	2.7	2.2	-2.2	-6.5	2.2	-0.1	68%	0%	0%	1%	0%	3%	0%	2%	0%	14%	11%	99%	100%
11	08/24	99,384	-1.6	2.75	2.0	2.0	2.1	1.8	-1.8	-5.3	1.8	0.0	61%	0%	0%	0%	0%	12%	0%	0%	4%	0%	23%	100%	100%
12	06/24	69,890	-3.9	2.72	2.4	2.3	2.4	2.2	-2.1	-6.1	2.1	0.0	78%	0%	0%	0%	0%	0%	0%	0%	20%	0%	3%	100%	100%
13	09/24	55,730	0.4	5.07	1.4	1.4	2.5	1.2	-1.4	-4.8	1.3	-0.1	50%	0%	0%	0%	0%	9%	0%	0%	0%	0%	41%	100%	100%
14	09/24	53,011	-2.3	2.47	1.6	1.4	1.6	1.3	-1.4	-4.3	1.4	-0.1	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%
15	08/24	52,575	2.5	5.45	2.6	2.5	2.6	2.3	-2.2	-6.5	2.3	0.1	28%	0%	0%	0%	0%	57%	0%	0%	1%	0%	14%	100%	100%
16	07/24	49,405	-4.2	2.15	2.2	2.1	2.4	1.9	-2.0	-5.9	1.9	0.0	71%	0%	0%	0%	0%	0%	0%	0%	2%	0%	27%	100%	100%
17	09/24	623,056	-0.9	2.95	2.2	2.0	2.5	1.9	-1.9	-6.0	1.9	0.0	57%	0%	0%	0%	0%	1%	0%	0%	41%	0%	0%	100%	100%
18	06/24	44,100	-1.6	11.92	1.6	1.3	1.7	1.2	-1.3	-4.0	1.2	-0.1	36%	0%	0%	0%	0%	0%	0%	0%	0%	0%	64%	100%	100%
19	09/24	38,221	0.3	3.96	1.4	1.3	1.4	1.3	-1.3	-3.8	1.3	0.0	10%	0%	0%	0%	0%	0%	0%	0%	58%	2%	29%	100%	100%
20	08/24	37,048	-2.1	0.60	0.7	0.7	0.7	0.7	-0.7	-2.0	0.7	0.0	81%	0%	0%	0%	0%	1%	0%	0%	0%	0%	18%	100%	100%
21	08/24	35,707	-1.1	3.51	1.4	1.4	2.4	1.2	-1.4	-4.7	1.3	-0.2	38%	0%	0%	0%	0%	7%	0%	0%	1%	3%	52%	100%	100%
22	09/24	31,328	-4.5	1.08	1.9	1.9	1.9	1.7	-1.7	-5.1	1.7	0.0	98%	0%	0%	0%	0%	0%	0%	0%	0%	0%	2%	100%	100%
23	08/24	28,100	-2.9	0.22	0.7	0.7	0.7	0.7	-0.7	-2.0	0.7	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
24	08/24	25,468	-3.4	1.86	1.7	1.7	1.9	1.6	-1.7	-5.0	1.6	0.0	57%	0%	0%	0%	0%	3%	0%	0%	0%	0%	40%	100%	100%
25	08/24	25,468	-3.4	1.86	1.7	1.7	1.9	1.6	-1.7	-5.0	1.6	0.0	57%	0%	0%	0%	0%	3%	0%	0%	0%	0%	40%	100%	100%
Avg		134,194	-1.5	3.37	1.7	1.6	2.0	1.5	-1.5	-4.7	1.5	0.0	58%	0%	0%	0%	0%	4%	0%	0%	9%	4%	22%	99%	100%
Port		334,816	-1.0	1.30	0.7	0.7	0.7	0.6	-0.6	-1.9	0.6	0.0	47%	0%	0%	0%	0%	0%	0%	0%	0%	3%	50%	100%	100%
Diff		200,622	0.5	-2.07	-1.0	-1.0	-1.2	-0.9	0.9	2.8	-0.9	0.0	-11%	0%	0%	0%	0%	-4%	0%	0%	-9%	-1%	28%	1%	0%

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

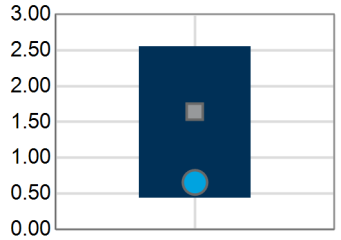
Summary Peer Comparison

Yield and Average Life Peer Comparison

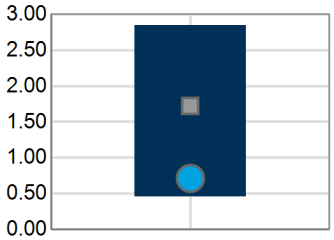
Yield at Book



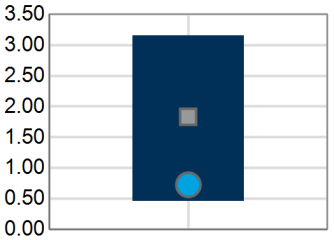
Down 100 Avg Life



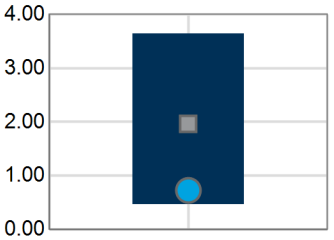
Base Avg Life



Up 100 Avg Life

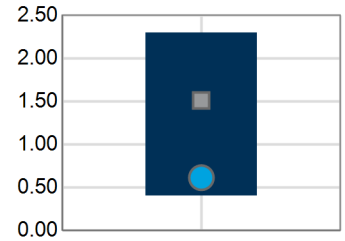


Up 300 Avg Life

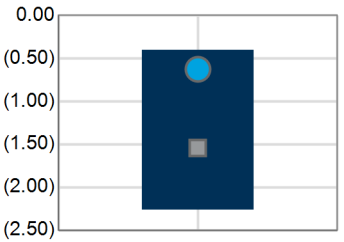


Price Risk Peer Comparison

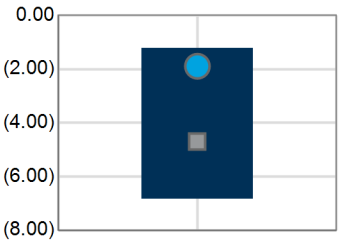
Down 100 Px Chg



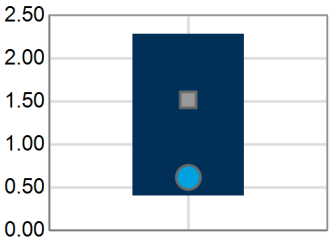
Up 100 Px Chg



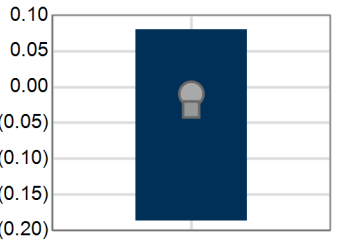
Up 300 Px Chg



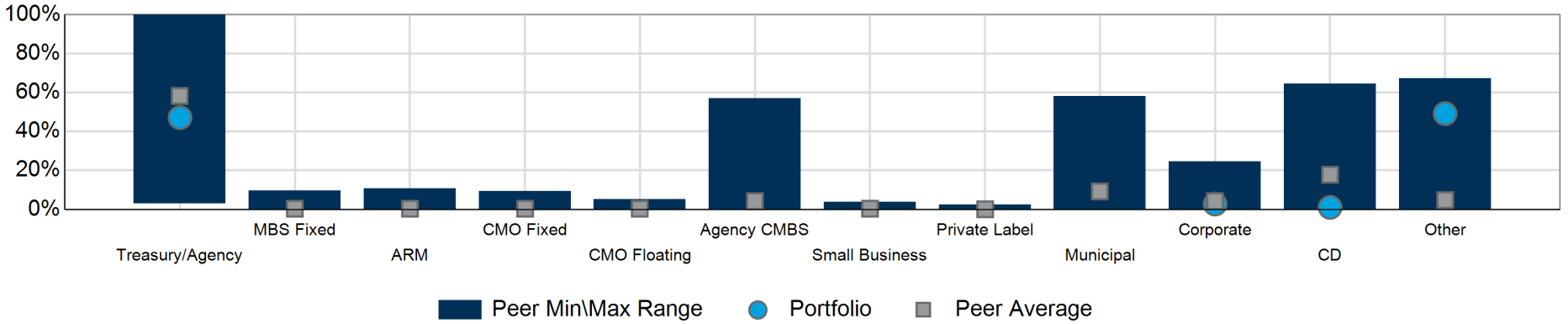
Effective Duration



Effective Convexity



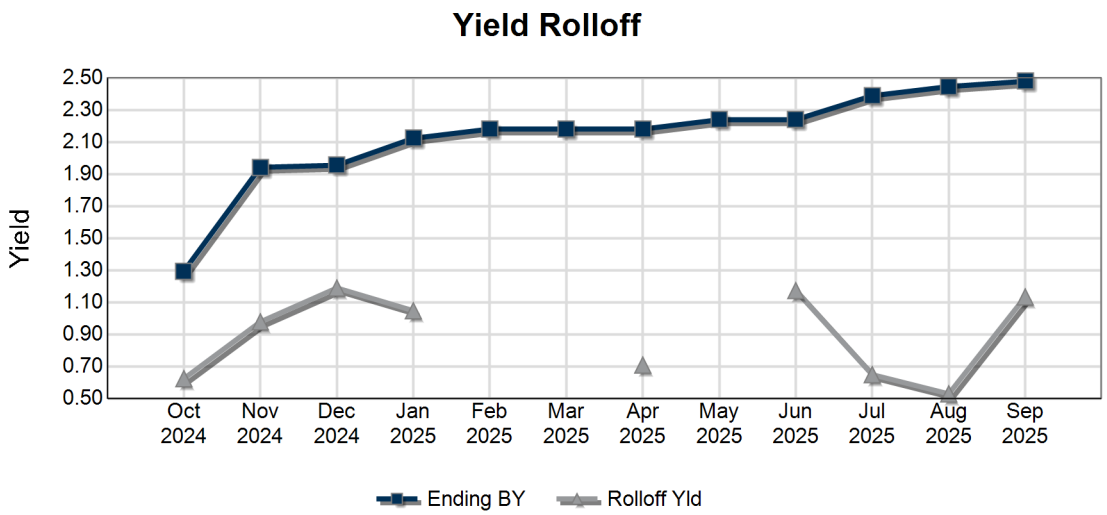
Porfolio vs. Peer Allocations



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

Cash Flow and Rolloff Yield - Next 12 Months

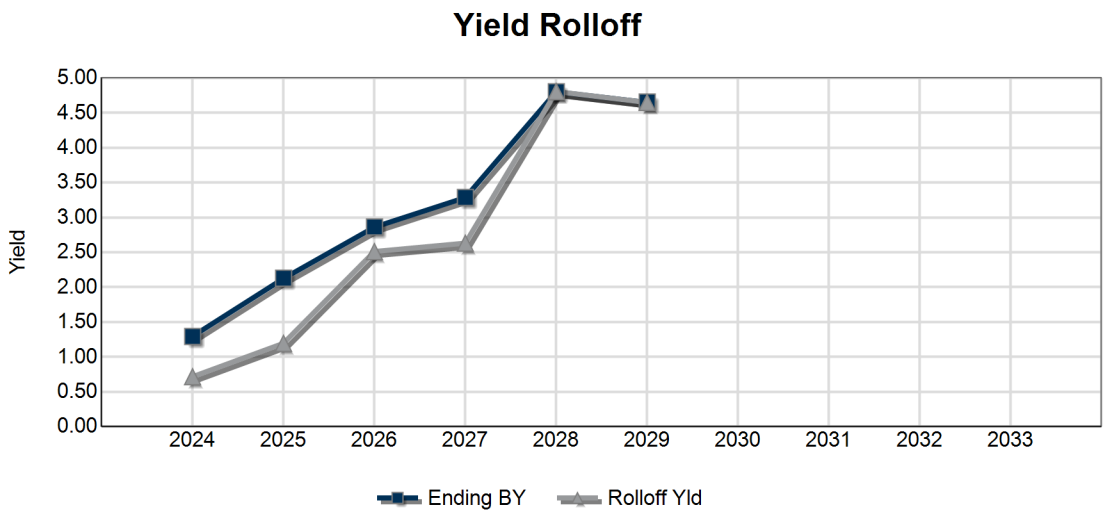
Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Oct 2024	1.30	164,520	0.62	1.94
Nov 2024	1.94	2,240	0.98	1.96
Dec 2024	1.96	30,240	1.19	2.12
Jan 2025	2.12	7,000	1.05	2.18
Feb 2025	2.18	0		2.18
Mar 2025	2.18	0		2.18
Apr 2025	2.18	5,000	0.71	2.24
May 2025	2.24	0		2.24
Jun 2025	2.24	15,490	1.17	2.39
Jul 2025	2.39	3,500	0.65	2.45
Aug 2025	2.45	1,810	0.53	2.48
Sep 2025	2.48	13,000	1.14	2.67



Shocked Principal and Interest Cash Flow Analysis							
Year	-300	-200	-100	Base	+100	+200	+300
Oct 2024	169,910	164,910	164,910	164,910	164,910	164,910	164,910
Nov 2024	2,468	2,468	2,468	2,468	2,228	2,228	2,228
Dec 2024	30,941	30,941	30,941	30,941	30,451	30,451	30,451
Jan 2025	7,114	7,114	7,114	7,114	7,114	7,114	7,114
Feb 2025	5,246	246	246	246	246	246	246
Mar 2025	211	211	211	211	211	211	211
Apr 2025	5,070	5,150	5,150	5,150	5,150	5,150	5,150
May 2025	218	218	218	218	218	218	218
Jun 2025	18,840	18,840	18,840	16,015	15,525	15,525	15,525
Jul 2025	3,575	3,575	3,575	3,575	3,575	3,575	3,575
Aug 2025	2,002	2,052	2,052	2,052	2,052	2,052	2,052
Sep 2025	13,210	13,210	13,210	13,210	13,210	13,210	13,210

Cash Flow and Rolloff Yield - Next 10 Years

Yield Rolloff				
Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2024	1.30	197,000	0.72	2.12
2025	2.12	60,950	1.20	2.86
2026	2.86	42,165	2.51	3.29
2027	3.29	24,240	2.63	4.80
2028	4.80	10,216	4.81	4.65
2029	4.65	245	4.65	
2030				
2031				
2032				
2033				

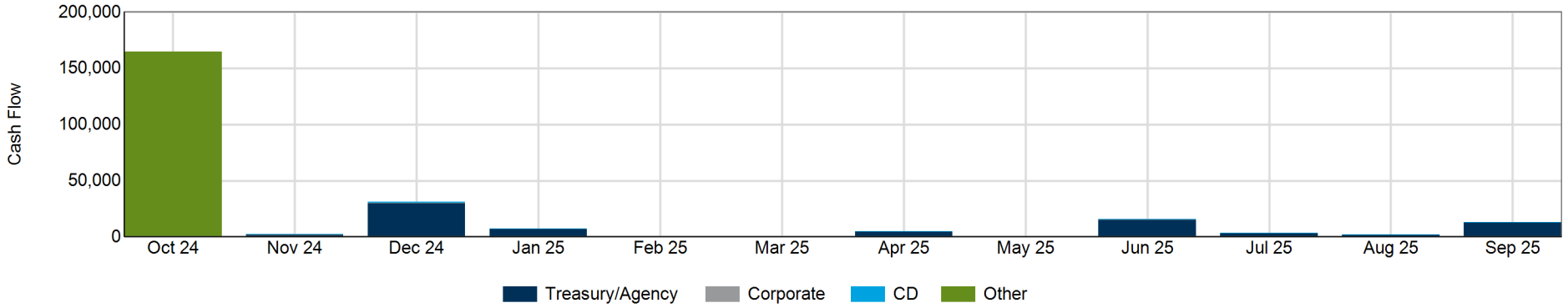


Shocked Principal and Interest Cash Flow Analysis							
Year	-300	-200	-100	Base	+100	+200	+300
2024	203,320	198,320	198,320	198,320	197,590	197,590	197,590
2025	72,292	66,493	66,493	63,733	63,294	63,294	63,294
2026	47,635	48,913	48,918	43,940	44,003	44,003	44,003
2027	15,102	24,736	24,736	25,139	25,442	25,442	25,442
2028	1,719	2,231	2,233	10,495	10,785	10,785	10,785
2029	251	251	251	251	1,005	1,005	1,005

Sector Cash Flow - Next 12 Months

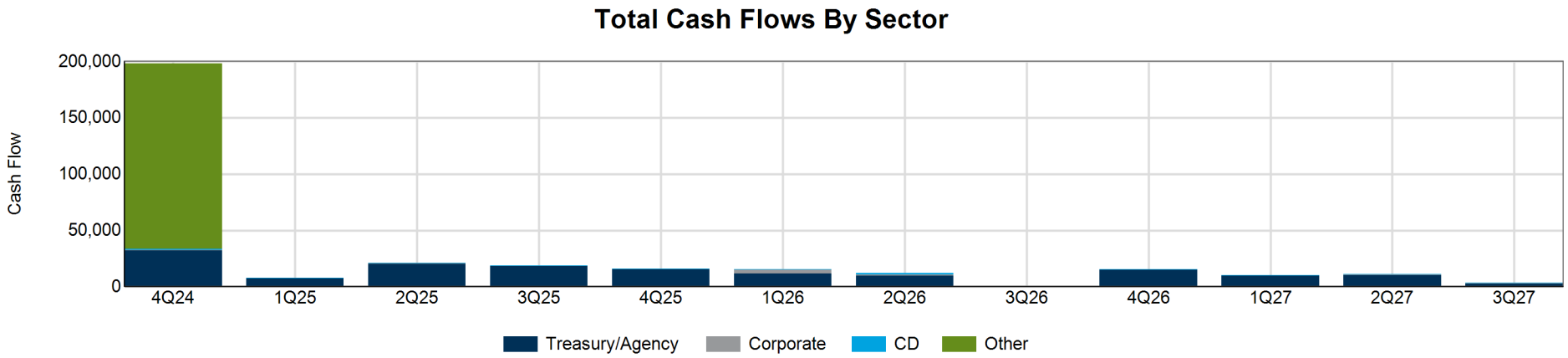
		Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Bk Yld Chg
Treasury/Agency	Cash Flow	138	2,208	30,375	7,048	215	161	5,138	206	15,456	3,511	2,024	13,162	
	End BY	1.77	1.79	1.94	2.00	2.00	2.00	2.05	2.05	2.21	2.26	2.30	2.48	0.71
Corporate	Cash Flow	8	9	19	63	27	47	8	9	19	63	27	47	
	End BY	3.79	3.79	3.79	3.79	3.79	3.79	3.79	3.79	3.79	3.79	3.79	3.79	0.00
CD	Cash Flow	4	250	548	3	3	3	3	3	540	1	1	1	
	End BY	5.00	5.00	4.95	4.95	4.95	4.95	4.95	4.95	4.87	4.87	4.87	4.87	-0.13
Other	Cash Flow	164,760												
	End BY													
Total	Cash Flow	164,910	2,468	30,941	7,114	246	211	5,150	218	16,015	3,575	2,052	13,210	
	End BY	1.94	1.96	2.12	2.18	2.18	2.18	2.24	2.24	2.39	2.45	2.48	2.67	0.73

Total Cash Flows By Sector



Sector Cash Flow - Next 3 Years

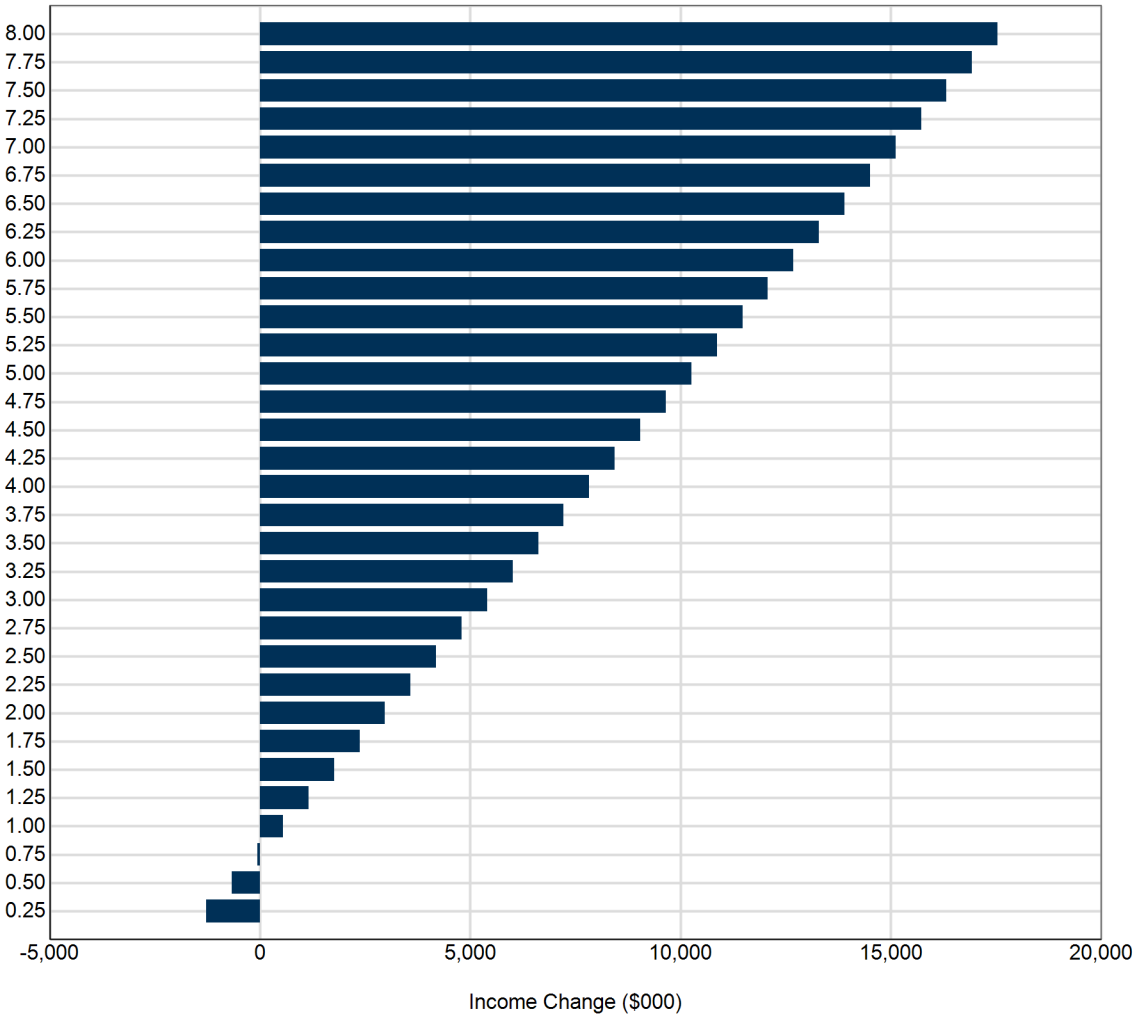
		4Q24	1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	1Q27	2Q27	3Q27	Bk Yld Chg
Treasury/Agency	Cash Flow	32,721	7,425	20,800	18,697	15,856	11,498	9,575	124	15,452	10,124	10,355	2,552	
	End BY	1.94	2.00	2.21	2.48	2.66	2.58	2.54	2.54	3.16	4.01	4.78	4.99	3.04
Corporate	Cash Flow	36	137	36	137	36	4,137	1,036	564	18	56	518	1,056	
	End BY	3.79	3.79	3.79	3.79	3.79	3.89	3.92	4.03	4.03	4.03	4.15	4.12	0.33
CD	Cash Flow	803	9	547	3	50	3	1,515	3	14	3	14	3	
	End BY	4.95	4.95	4.87	4.87	4.87	4.87	4.64	4.64	4.64	4.64	4.64	4.64	-0.31
Other	Cash Flow	164,760												
	End BY													
Total	Cash Flow	198,320	7,571	21,383	18,837	15,942	15,638	12,126	691	15,484	10,183	10,886	3,611	
	End BY	2.12	2.18	2.39	2.67	2.86	2.77	2.68	2.68	3.29	4.03	4.63	4.79	2.66



Gap Analysis - Potential Income Impact of Principal Reinvestment

Principal Maturing(12 Mo.Horizon): $242,800
Current Yield at Book of Principal Maturing: 0.77%
Est. Annual Income at Current Yield at Book: $1,881

Estimated Impact on Income at Various Reinvestment Yields

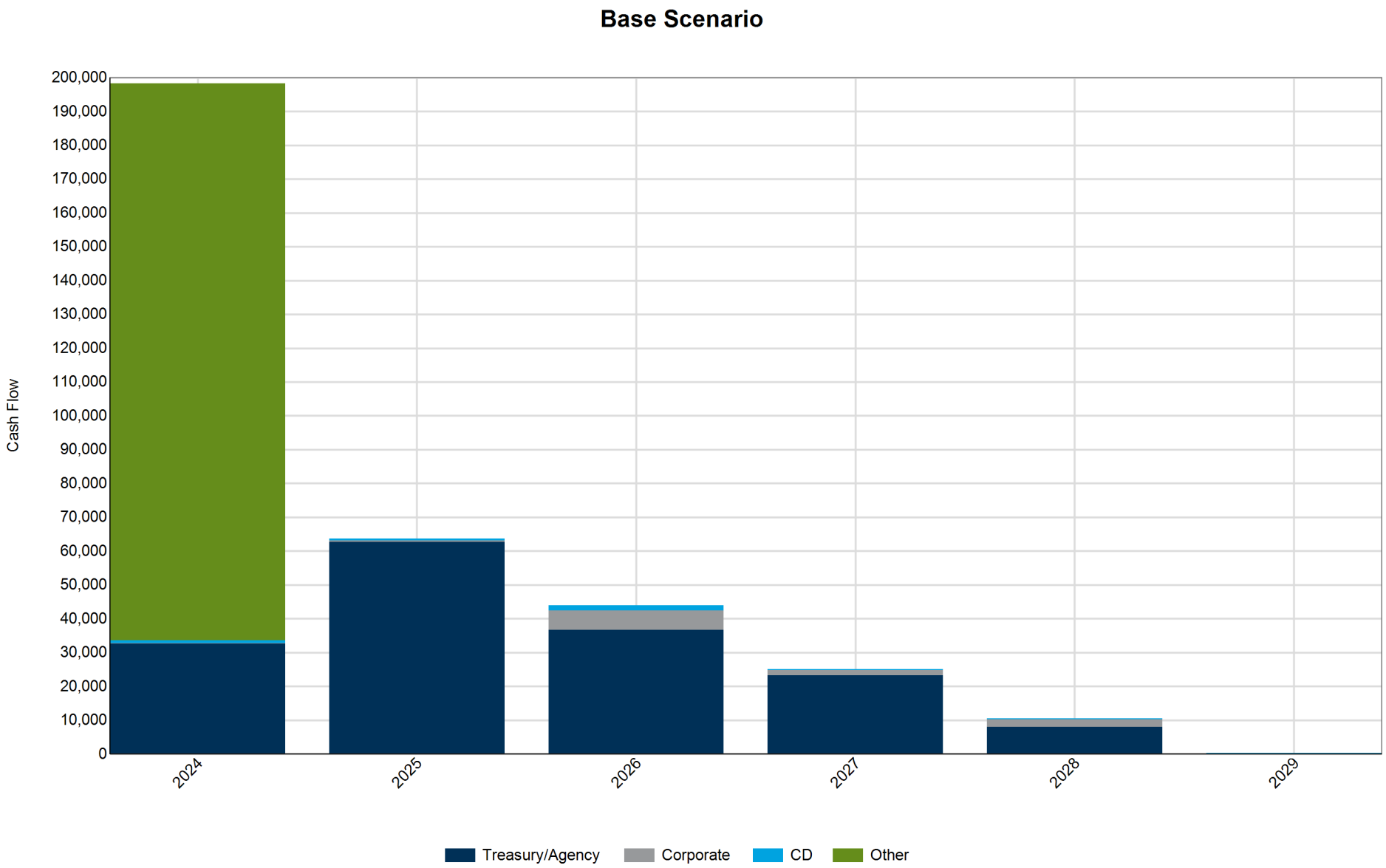


Assumed Reinvestment Yield	Estimated Annualized Income	Income Difference from Current Book	Resulting Yield at Book
0.25	607	-1,274	0.92
0.50	1,214	-667	1.10
0.75	1,821	-60	1.28
1.00	2,428	547	1.46
1.25	3,035	1,154	1.64
1.50	3,642	1,761	1.82
1.75	4,249	2,368	2.00
2.00	4,856	2,975	2.18
2.25	5,463	3,582	2.37
2.50	6,070	4,189	2.55
2.75	6,677	4,796	2.73
3.00	7,284	5,403	2.91
3.25	7,891	6,010	3.09
3.50	8,498	6,617	3.27
3.75	9,105	7,224	3.45
4.00	9,712	7,831	3.63
4.25	10,319	8,438	3.82
4.50	10,926	9,045	4.00
4.75	11,533	9,652	4.18
5.00	12,140	10,259	4.36
5.25	12,747	10,866	4.54
5.50	13,354	11,473	4.72
5.75	13,961	12,080	4.90
6.00	14,568	12,687	5.08
6.25	15,175	13,294	5.27
6.50	15,782	13,901	5.45
6.75	16,389	14,508	5.63
7.00	16,996	15,115	5.81
7.25	17,603	15,722	5.99
7.50	18,210	16,329	6.17
7.75	18,817	16,936	6.35
8.00	19,424	17,543	6.54

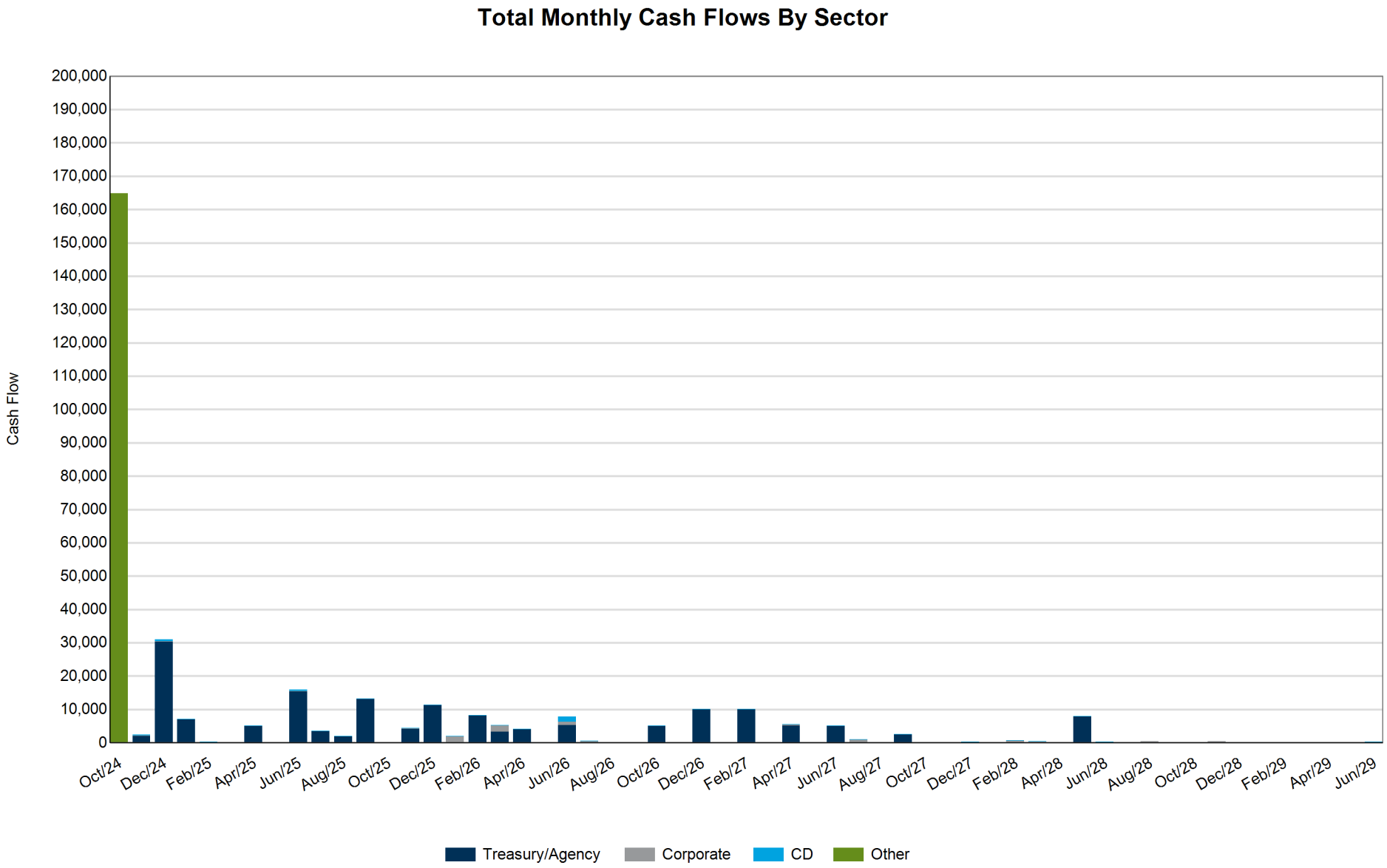
Shocked Cash Flows By Sector - Next 10 Years



Cash Flows By Sector - Next 30 Years

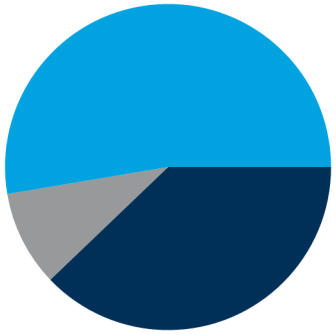


Cash Flow Projection By Month - Next 5 Years



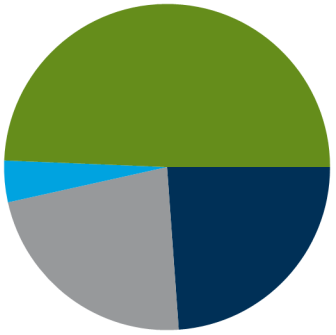
Agency - Summary

Subsector



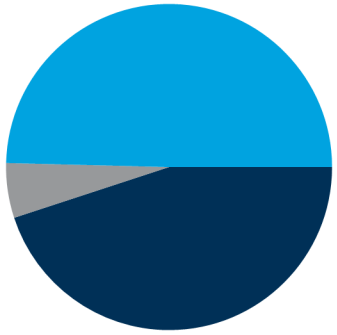
Treasury (38%)
Callable Agency (53%)
Agency Bullet (10%)

Issuer



FFCB (24%)
FNMA (4%)
Other (49%)
FHLB (23%)

Call Type

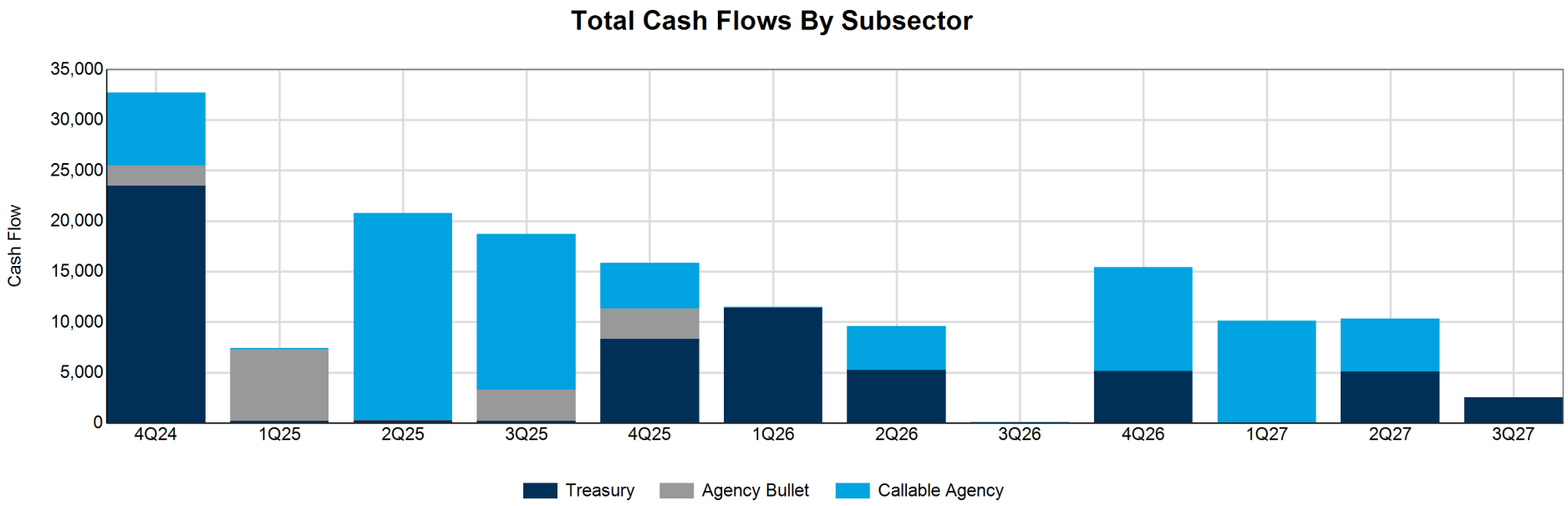


Anytime (45%)
Quarterly (50%)
Monthly (5%)

Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	% Px Δ -100 +300	Dur Base + 300	Cvx Base + 300	AFS %
				1.2 yrs	100.00		99.05		-568	-1.0%	1.20	1.2	1.15	0.03	
Treasury (13)	37.9%	59,700	2.32		59,700	2.32	59,132	4.09	-2,538	-4.3%	1.20	-3.3	0.00	0.00	100.0%
				0.6 yrs	100.00		98.50		-225	-1.5%	0.56	0.6	0.55	0.01	
Agency Bullet (5)	9.5%	15,000	1.26		15,000	1.26	14,775	4.42	-463	-3.1%	0.56	-1.6	0.00	0.00	100.0%
				1.5 yrs	100.00		97.09		-2,415	-2.9%	1.53	1.2	1.23	-0.06	
Callable Agency (17)	52.6%	83,025	1.47	0.2 yrs	83,025	1.47	80,610	4.16	-5,569	-6.7%	1.53	-3.9	0.00	0.00	100.0%
				1.3 yrs	100.00		97.97		-3,208	-2.0%	1.32	1.1	1.14	-0.02	
Total (35)	100.0%	157,725	1.77	0.2 yrs	157,725	1.77	154,517	4.16	-8,570	-5.4%	1.32	-3.5	0.00	0.00	100.0%

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

	4Q24	1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	1Q27	2Q27	3Q27	Bk Yld Chg
Cash Flow	32,721	7,425	20,800	18,697	15,856	11,498	9,575	124	15,452	10,124	10,355	2,552	
End BY	1.94	2.00	2.21	2.48	2.66	2.58	2.54	2.54	3.16	4.01	4.78	4.99	3.04
Cash Flow	32,721	7,425	20,800	18,697	15,856	11,498	9,575	124	15,452	10,124	10,355	2,552	
End BY	1.94	2.00	2.21	2.48	2.66	2.58	2.54	2.54	3.16	4.01	4.78	4.99	3.04



Shocked Agency Projected Call Schedule

	Callable Agency Rate Shock Analysis – Projected Par Value Redeemed at NEXT Call Date – Monthly								
	-100	-75	-50	-25	0	25	50	75	100
Sep 24	-	-	-	-	-	-	-	-	-
Oct 24	-	-	-	-	-	-	-	-	-
Nov 24	-	-	-	-	-	-	-	-	-
Dec 24	-	-	-	-	-	-	-	-	-
Jan 25	-	-	-	-	-	-	-	-	-
Feb 25	-	-	-	-	-	-	-	-	-
Mar 25	-	-	-	-	-	-	-	-	-
Apr 25	-	-	-	-	-	-	-	-	-
May 25	2,815	2,815	2,815	2,815	-	-	-	-	-
Jun 25	-	-	-	-	-	-	-	-	-
Jul 25	-	-	-	-	-	-	-	-	-
Aug 25	-	-	-	-	-	-	-	-	-

	Callable Agency Rate Shock Analysis – Projected Par Value Redeemed at NEXT Call Date – Quarterly								
	-100	-75	-50	-25	0	25	50	75	100
3Q24	-	-	-	-	-	-	-	-	-
4Q24	-	-	-	-	-	-	-	-	-
1Q25	-	-	-	-	-	-	-	-	-
2Q25	2,815	2,815	2,815	2,815	-	-	-	-	-
3Q25	-	-	-	-	-	-	-	-	-
4Q25	-	-	-	-	-	-	-	-	-
1Q26	-	-	-	-	-	-	-	-	-
2Q26	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	-
3Q26	-	-	-	-	-	-	-	-	-
4Q26	-	-	-	-	-	-	-	-	-
1Q27	-	-	-	-	-	-	-	-	-
2Q27	-	-	-	-	-	-	-	-	-
3Q27	-	-	-	-	-	-	-	-	-
4Q27	-	-	-	-	-	-	-	-	-
1Q28	-	-	-	-	-	-	-	-	-
2Q28	-	-	-	-	-	-	-	-	-

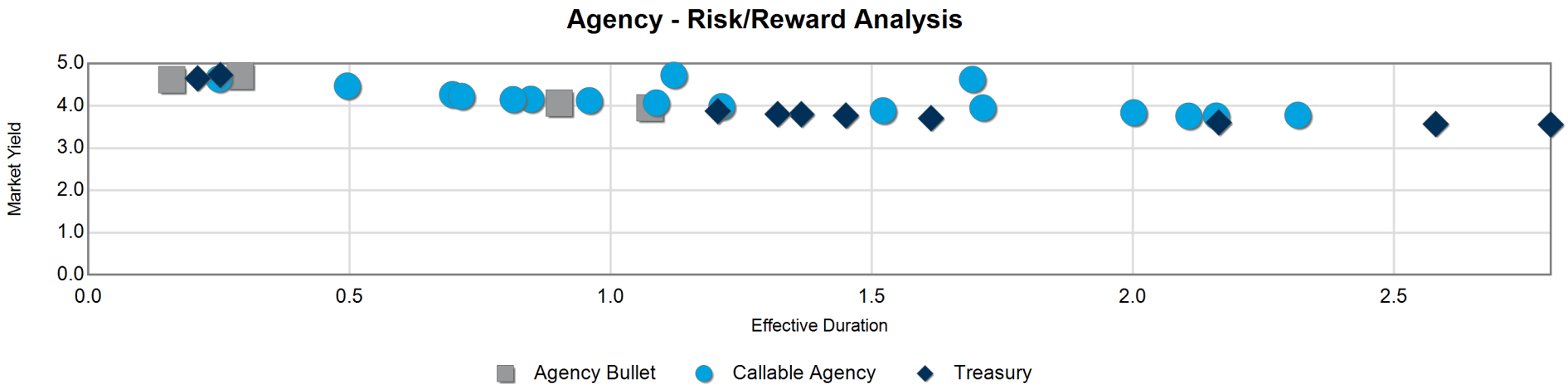
Shocked Agency Projected Call Schedule - Next 12 Months

	-300	-200	-100	Base	+100	+200	+300
Sep 24	-	-	-	-	-	-	-
Oct 24	5,000	-	-	-	-	-	-
Nov 24	-	-	-	-	-	-	-
Dec 24	6,750	6,750	6,750	6,750	6,750	6,750	6,750
Jan 25	-	-	-	-	-	-	-
Feb 25	5,000	-	-	-	-	-	-
Mar 25	-	-	-	-	-	-	-
Apr 25	5,000	5,000	5,000	5,000	5,000	5,000	5,000
May 25	-	-	-	-	-	-	-
Jun 25	17,815	17,815	17,815	15,000	15,000	15,000	15,000
Jul 25	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Aug 25	1,810	1,810	1,810	1,810	1,810	1,810	1,810

Agency Projected Call Report - CUSIP Level

Sec No.	CUSIP	Issuer	Cpn	Cpn Type	Maturity	Par Value	Next Call	Call Type	Mkt Price	Gain/ Loss	Projected Shocked Call Dates						
											-300	-200	-100	Base	+100	+200	+300
11	3130AQDY6	FHLB	1.00	Fixed	12/30/24	6,750	10/18/24	Anytime	99.105	-60	12/24	12/24	12/24	12/24	12/24	12/24	12/24
15	3133EMUP5	FFCB	0.71	Fixed	04/01/25	5,000	10/18/24	Anytime	98.150	-92	04/25	04/25	04/25	04/25	04/25	04/25	04/25
16	3133ELK37	FFCB	0.78	Fixed	06/16/25	5,000	10/18/24	Anytime	97.581	-121	06/25	06/25	06/25	06/25	06/25	06/25	06/25
17	3133ENHW3	FFCB	1.17	Fixed	06/23/25	10,000	10/18/24	Anytime	97.823	-218	06/25	06/25	06/25	06/25	06/25	06/25	06/25
27	3133EPLE3	FFCB	4.67	Fixed	05/30/28	2,815	05/30/25	Anytime	99.807	-5	06/25	06/25	06/25	05/28	05/28	05/28	05/28
18	3136G4ZP1	FNMA	0.65	Fixed	07/30/25	3,500	10/30/24	Quarterly	97.161	-99	07/25	07/25	07/25	07/25	07/25	07/25	07/25
20	3133EL3P7	FFCB	0.53	Fixed	08/12/25	1,810	10/18/24	Anytime	96.943	-55	08/25	08/25	08/25	08/25	08/25	08/25	08/25
24	3134GWUG9	FHLMC	0.57	Fixed	09/24/25	10,000	12/24/24	Quarterly	96.609	-339	09/25	09/25	09/25	09/25	09/25	09/25	09/25
26	3134GXBM5	FHLMC	0.60	Fixed	11/12/25	1,150	11/12/24	Quarterly	96.248	-43	11/25	11/25	11/25	11/25	11/25	11/25	11/25
30	3130AMRQ7	FHLB	0.88	Fixed	12/30/25	3,000	12/30/24	Quarterly	96.244	-113	12/25	12/25	12/25	12/25	12/25	12/25	12/25
40	3130AN5C0	FHLB	1.05	Fixed	04/29/26	4,000	10/29/24	Quarterly	95.691	-172	04/26	04/26	04/26	04/26	04/26	04/26	04/26
49	3133ERCX7	FFCB	5.17	Fixed	05/01/28	5,000	05/01/26	Anytime	101.767	88	05/26	05/26	05/26	05/28	05/28	05/28	05/28
53	3134GW4C7	FHLMC	0.80	Fixed	10/27/26	5,000	10/27/24	Quarterly	93.995	-300	10/26	10/26	10/26	10/26	10/26	10/26	10/26
54	3133ENJC5	FFCB	1.29	Fixed	12/22/26	5,000	10/18/24	Anytime	94.768	-262	12/26	12/26	12/26	12/26	12/26	12/26	12/26
55	3130AQRH8	FHLB	2.00	Fixed	02/25/27	5,000	11/25/24	Quarterly	95.987	-201	02/25	02/27	02/27	02/27	02/27	02/27	02/27
58	3130AL5A8	FHLB	0.90	Fixed	02/26/27	5,000	11/26/24	Quarterly	93.435	-328	02/27	02/27	02/27	02/27	02/27	02/27	02/27
50	3130ARHJ3	FHLB	3.18	Fixed	04/19/27	5,000	10/19/24	Monthly	98.124	-94	10/24	04/27	04/27	04/27	04/27	04/27	04/27
			1.47			83,025			97.091	-2,415							

Agency - Risk/Reward Analysis



Top 5 Market Yields

CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ Up 300
9128283P3	T 2 1/4 12/31/24	Treasury	2,982	4.73%	0.25	-0.8
3133EPLE3	FFCB 4.67 05/30/28	Callable Agency	2,810	4.73%	1.12	-6.6
3130AQEA7	FHLB 1.05 01/14/25	Agency Bullet	6,927	4.71%	0.29	-0.9
91282CDN8	T 1 12/15/24	Treasury	9,925	4.65%	0.21	-0.6
91282CDN8	T 1 12/15/24	Treasury	4,963	4.65%	0.21	-0.6

Bottom 5 Market Yields

CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ Up 300
91282CFM8	T 4 1/8 09/30/27	Treasury	2,540	3.56%	2.80	-7.9
91282CEW7	T 3 1/4 06/30/27	Treasury	4,958	3.57%	2.58	-7.4
912828YX2	T 1 3/4 12/31/26	Treasury	4,801	3.61%	2.16	-6.2
91282CHH7	T 4 1/8 06/15/26	Treasury	5,034	3.71%	1.61	-4.7
3133ENJC5	FFCB 1.29 12/22/26	Callable Agency	4,738	3.76%	2.11	-6.2

Top 5 Price Volatility (% price change +300)

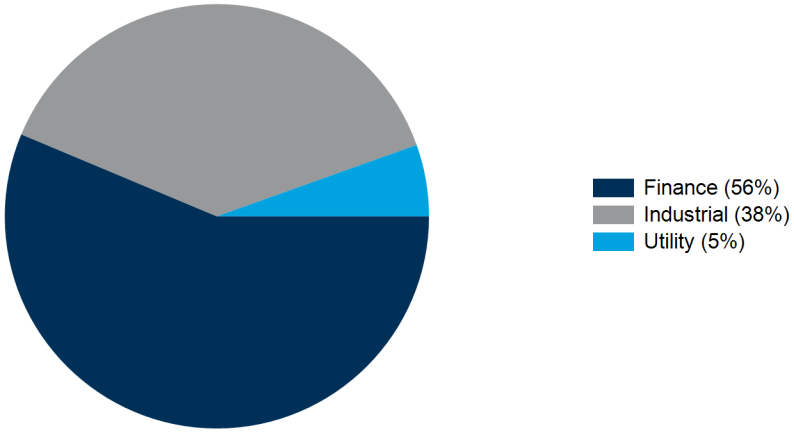
CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ Up 300
91282CFM8	T 4 1/8 09/30/27	Treasury	2,540	3.56%	2.80	-7.9
91282CEW7	T 3 1/4 06/30/27	Treasury	4,958	3.57%	2.58	-7.4
3130AL5A8	FHLB 0.9 02/26/27	Callable Agency	4,672	3.78%	2.32	-6.7
3133ERCX7	FFCB 5.17 05/01/28	Callable Agency	5,088	4.63%	1.69	-6.6
3133EPLE3	FFCB 4.67 05/30/28	Callable Agency	2,810	4.73%	1.12	-6.6

Next 5 Projected Redemptions

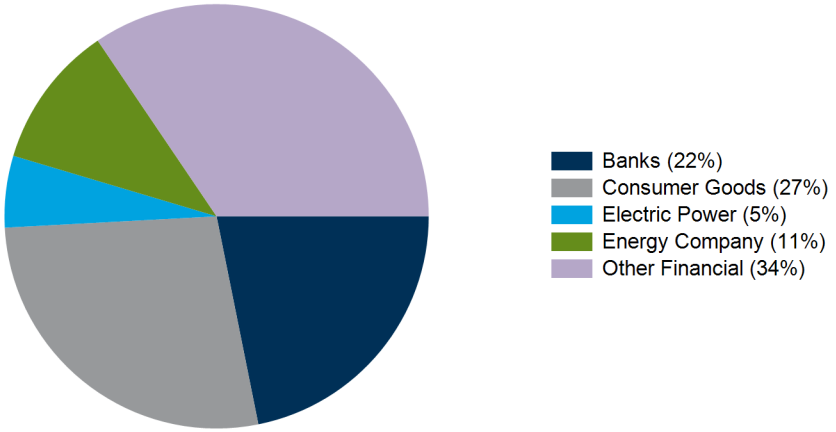
CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	Mat/Call
3134GWNG	FHLMC 0 1/2 11/27/24	Agency Bullet	1,987	4.62%	0.16	11/01/24
9128283P3	T 2 1/4 12/31/24	Treasury	2,982	4.73%	0.25	12/01/24
3130AQDY6	FHLB 1 12/30/24	Callable Agency	6,690	4.64%	0.25	12/01/24
91282CDN8	T 1 12/15/24	Treasury	9,925	4.65%	0.21	12/01/24
91282CDN8	T 1 12/15/24	Treasury	4,963	4.65%	0.21	12/01/24

Corporate - Summary

Sector Allocation



Industry Allocation



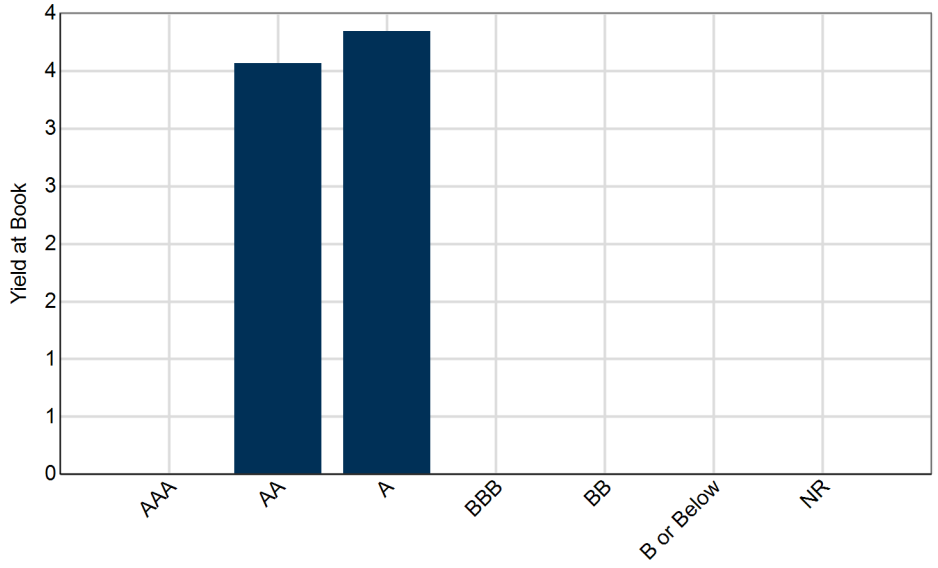
Subsector	Sector %	Par Value	Cpn	Maturity	Moody's S&P	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	% Px Δ -100 +300	Dur Base + 300	Cvx Base + 300	AFS %
					A1	100.00		98.99		-52	-1.0%	2.37	2.3	2.26	0.05	
Finance (10)	56.3%	5,156	3.63	2.5 yrs	A	5,156	3.63	5,104	4.24	-388	-7.5%	2.37	-6.6	0.00	0.00	100.0%
					Aa2	100.00		99.60		-14	-0.4%	1.68	1.6	1.55	0.02	
Industrial (4)	38.2%	3,500	3.86	1.7 yrs	AA-	3,500	3.86	3,486	3.94	-173	-4.9%	1.68	-4.6	0.00	0.00	100.0%
					A1	100.00		102.72		14	2.7%	3.88	3.5	3.45	0.16	
Utility (1)	5.5%	500	4.95	3.9 yrs	A	500	4.95	514	4.18	-37	-7.3%	3.88	-9.8	0.00	0.00	100.0%
					Aa3	100.00		99.43		-52	-0.6%	2.19	2.1	2.05	0.04	
Total (15)	100.0%	9,156	3.79	2.3 yrs	A+	9,156	3.79	9,104	4.12	-597	-6.5%	2.19	-6.0	0.00	0.00	100.0%

Corporate - Rating Summary

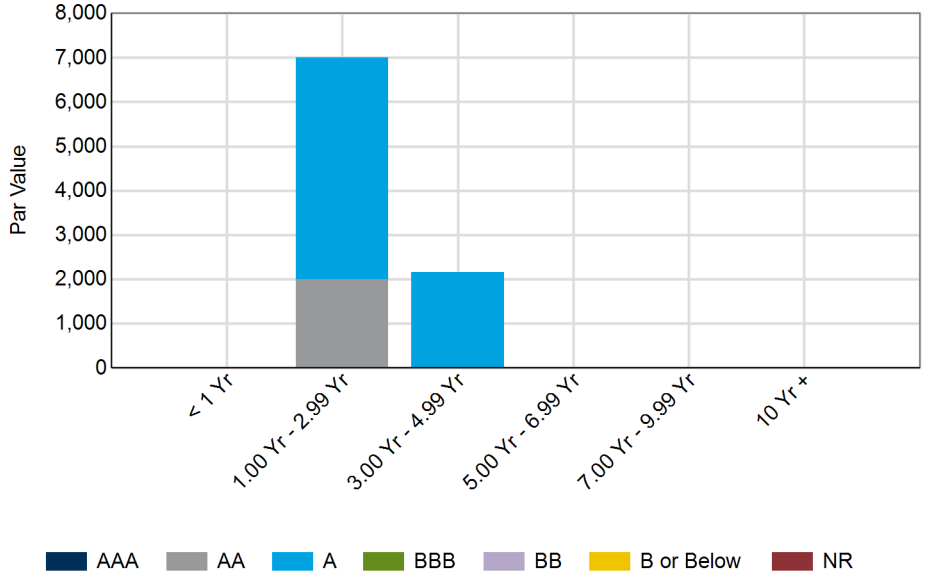
Combined Rating Summary				
Combined Rating	% Balance	Par Value	Yield at Book	Eff. Duration
AAA	-	-	-	-
AA	21.8%	2,000	3.57	1.26
A	78.2%	7,156	3.85	2.27
BBB	-	-	-	-
BB	-	-	-	-
B or Below	-	-	-	-
NR	-	-	-	-

Maturity Summary				
Maturity Range	% Balance	Par Value	Yield at Book	Combined Rating
< 1 Yr	-	-	-	-
1.00 Yr - 2.99 Yr	76.5%	7,000	3.68	A+
3.00 Yr - 4.99 Yr	23.5%	2,156	4.12	A+
5.00 Yr - 6.99 Yr	-	-	-	-
7.00 Yr - 9.99 Yr	-	-	-	-
10 Yr +	-	-	-	-

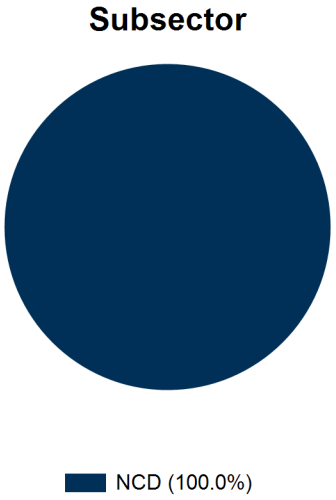
Yield at Book by Combined Rating

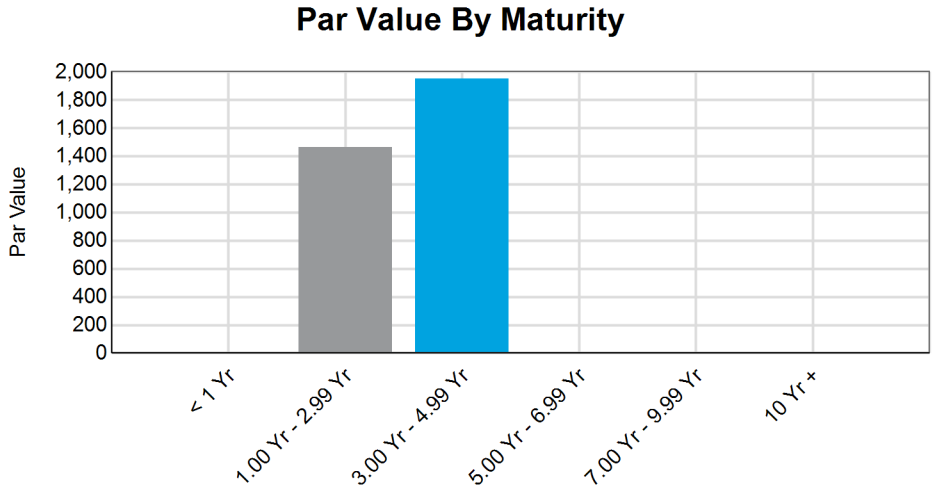


Combined Rating Distribution By Maturity



CD - Summary

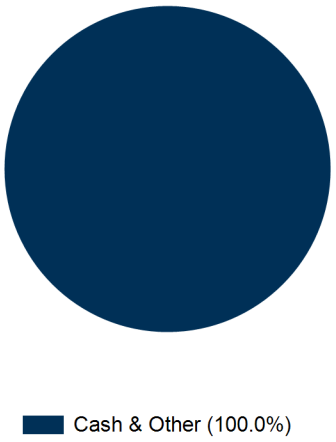




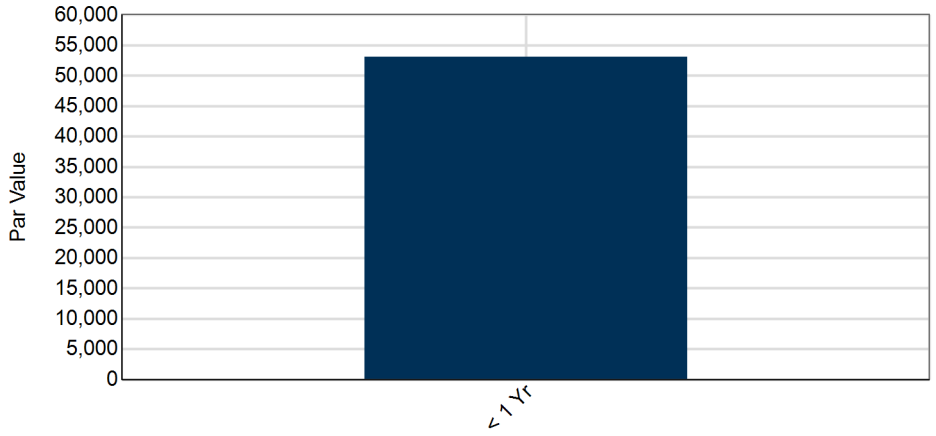
Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	Px Chg -100 +300	Dur Base + 300	Cvx Base + 300	AFS %
				3.1 yrs	100.00		101.42		49	1.4%	1.71	1.5	1.52	-0.10	
NCD (14)	100.0%	3,415	4.99	0.6 yrs	3,415	5.00	3,464	4.18	-151	-4.4%	3.07	-5.8	0.00	0.00	100.0%
				3.1 yrs	100.00		101.42		49	1.4%	1.71	1.5	1.52	-0.10	
Total (14)	100.0%	3,415	4.99	0.6 yrs	3,415	5.00	3,464	4.18	-151	-4.4%	3.07	-5.8	0.00	0.00	100.0%

Other - Summary

Subsector



Par Value By Maturity



Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	Px Chg -100 +300	Dur Base + 300	Cvx Base + 300	AFS %
				-0.1 yrs	100.00		100.00		0	0.0%	0.03	0.0	0.03	0.00	
Cash & Other (4)	100.0%	164,520	0.62		164,520	0.62	164,520	0.62	-155	-0.1%	0.03	-0.1	0.00	0.00	100.0%
				-0.1 yrs	100.00		100.00		0	0.0%	0.03	0.0	0.03	0.00	
Total (4)	100.0%	164,520	0.62		164,520	0.62	164,520	0.62	-155	-0.1%	0.03	-0.1	0.00	0.00	100.0%

Portfolio Considerations

Sector	Cnt	Cpn	Maturity	Par Value	Book Price	Market Price	Gain/ (Loss)	Yield @ Book	WAL	Eff. Dur	Historical CPR 1 Mo.	Historical CPR 3 Mo.	Historical CPR Life	Proj. CPR Life	Loan Count
Yield at Book < 2%	26	0.77	0.3 yrs	272,230	100.00	98.91	-2,972	0.77	0.4	0.39					
Treasury	4	1.15	0.6 yrs	25,000	100.00	98.60	-349	1.15	0.6	0.59					
Agency Bullet	3	0.82	0.5 yrs	12,000	100.00	98.36	-196	0.82	0.5	0.46					
Callable Agency	14	0.96	1.2 yrs	70,210	100.00	96.58	-2,404	0.96	1.2	1.17					
Finance	1	0.75	1.3 yrs	500	100.00	95.58	-22	0.75	1.3	1.29					
Cash & Other	4	0.62	-0.1 yrs	164,520	100.00	100.00	0	0.62	0.0	0.03					

Key Portfolio Sorts

Top 10 Up 300 Market Value Changes (%)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
89235MPP0	NCD	TOYFBN 4.65 06/13/29	4.65	06/13/29	245	100.00	104.36	11	4.650	4.70	-11.68	-30	-19	4.16	AFS
06406RBN6	Finance	BK 4.543 02/01/29	4.54	02/01/29	656	100.00	101.25	8	4.541	3.34	-10.81	-72	-64	3.77	AFS
05565QDH8	Finance	BPLN 3.723 11/28/28	3.72	11/28/28	500	100.00	98.12	-9	3.722	4.16	-10.56	-52	-61	3.69	AFS
797440CE2	Utility	SRE 4.95 08/15/28	4.95	08/15/28	500	100.00	102.72	14	4.948	3.88	-9.78	-50	-37	3.45	AFS
718172CE7	Industrial	PM 3 1/8 03/02/28	3.13	03/02/28	500	100.00	96.52	-17	3.125	3.42	-8.97	-43	-61	3.13	AFS
09582YAV4	NCD	RICBVA 4.2 12/28/27	4.20	12/28/27	240	100.00	101.55	4	4.197	3.24	-8.51	-21	-17	2.98	AFS
91282CFM8	Treasury	T 4 1/8 09/30/27	4.13	09/30/27	2,500	100.00	101.59	40	4.124	3.00	-7.94	-202	-162	2.80	AFS
91282CEW7	Treasury	T 3 1/4 06/30/27	3.25	06/30/27	5,000	100.00	99.16	-42	3.246	2.75	-7.40	-367	-409	2.58	AFS
22550L2K6	Finance	UBS 5 07/09/27	5.00	07/09/27	500	100.00	101.98	10	4.997	2.78	-7.33	-37	-27	2.55	AFS
75973QAA5	Finance	RNR 3.45 07/01/27	3.45	07/01/27	500	100.00	97.62	-12	3.449	2.75	-7.31	-36	-48	2.50	AFS
			3.75		11,141	100.00	100.05	5	3.750	3.04	-8.16	-909	-904	2.85	

Top 10 Up 300 Market Value Changes ($)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
91282CEW7	Treasury	T 3 1/4 06/30/27	3.25	06/30/27	5,000	100.00	99.16	-42	3.246	2.75	-7.40	-367	-409	2.58	AFS
3133ERCX7	Callable Agency	FFCB 5.17 05/01/28	5.17	05/01/28	5,000	100.00	101.77	88	5.169	3.59	-6.62	-337	-249	1.69	AFS
3130AQRH8	Callable Agency	FHLB 2 02/25/27	2.00	02/25/27	5,000	100.00	95.99	-201	2.000	2.40	-6.53	-313	-514	2.16	AFS
3130ARHJ3	Callable Agency	FHLB 3.175 04/19/27	3.18	04/19/27	5,000	100.00	98.12	-94	3.175	2.55	-6.37	-313	-407	1.71	AFS
3130AL5A8	Callable Agency	FHLB 0.9 02/26/27	0.90	02/26/27	5,000	100.00	93.44	-328	0.900	2.41	-6.68	-312	-640	2.32	AFS
912828YX2	Treasury	T 1 3/4 12/31/26	1.75	12/31/26	5,000	100.00	96.02	-199	1.750	2.25	-6.23	-299	-498	2.16	AFS
3133ENJC5	Callable Agency	FFCB 1.29 12/22/26	1.29	12/22/26	5,000	100.00	94.77	-262	1.290	2.23	-6.16	-292	-554	2.11	AFS
3134GW4C7	Callable Agency	FHLMC 0.8 10/27/26	0.80	10/27/26	5,000	100.00	93.99	-300	0.800	2.08	-5.79	-272	-572	2.00	AFS
3134GWUG9	Callable Agency	FHLMC 0.57 09/24/25	0.57	09/24/25	10,000	100.00	96.61	-339	0.570	0.98	-2.80	-270	-609	0.96	AFS
91282CHH7	Treasury	T 4 1/8 06/15/26	4.13	06/15/26	5,000	100.00	100.67	34	4.117	1.71	-4.71	-237	-204	1.61	AFS
			2.15		55,000	100.00	97.01	-1,643	2.144	2.17	-5.65	-3,012	-4,655	1.84	

Key Portfolio Sorts

Top 10 Marked to Market Up 300 Loss Positions

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
3130AL5A8	Callable Agency	FHLB 0.9 02/26/27	0.90	02/26/27	5,000	100.00	93.44	-328	0.900	2.41	-6.68	-312	-640	2.32	AFS
3134GWUG9	Callable Agency	FHLMC 0.57 09/24/25	0.57	09/24/25	10,000	100.00	96.61	-339	0.570	0.98	-2.80	-270	-609	0.96	AFS
3134GW4C7	Callable Agency	FHLMC 0.8 10/27/26	0.80	10/27/26	5,000	100.00	93.99	-300	0.800	2.08	-5.79	-272	-572	2.00	AFS
3133ENJC5	Callable Agency	FFCB 1.29 12/22/26	1.29	12/22/26	5,000	100.00	94.77	-262	1.290	2.23	-6.16	-292	-554	2.11	AFS
3130AQRH8	Callable Agency	FHLB 2 02/25/27	2.00	02/25/27	5,000	100.00	95.99	-201	2.000	2.40	-6.53	-313	-514	2.16	AFS
912828YX2	Treasury	T 1 3/4 12/31/26	1.75	12/31/26	5,000	100.00	96.02	-199	1.750	2.25	-6.23	-299	-498	2.16	AFS
3133ENHW3	Callable Agency	FFCB 1.17 06/23/25	1.17	06/23/25	10,000	100.00	97.82	-218	1.169	0.73	-2.11	-206	-424	0.71	AFS
91282CEW7	Treasury	T 3 1/4 06/30/27	3.25	06/30/27	5,000	100.00	99.16	-42	3.246	2.75	-7.40	-367	-409	2.58	AFS
3130ARHJ3	Callable Agency	FHLB 3.175 04/19/27	3.18	04/19/27	5,000	100.00	98.12	-94	3.175	2.55	-6.37	-313	-407	1.71	AFS
3130AN5C0	Callable Agency	FHLB 1.05 04/29/26	1.05	04/29/26	4,000	100.00	95.69	-172	1.050	1.58	-4.44	-170	-342	1.52	AFS
			1.48		59,000	100.00	96.35	-2,155	1.481	1.81	-4.95	-2,814	-4,969	1.66	

Top 10 Average Life Extension Up 300bps

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	% Px Δ +300	Eff. Dur	WAL	WAL +300	Chg in WAL	INT
69503PAB7	NCD	PACVYB 5.2 06/14/29	5.20	06/14/29	245	100.00	100.06	0	5.158	-5.19	0.28	0.21	4.71	4.50	AFS
229083AA8	NCD	EVANBT 5.35 06/18/29	5.35	06/18/29	245	100.00	100.12	0	5.403	-4.58	0.24	0.22	4.72	4.50	AFS
09776DAG9	NCD	BOMBNK 5.35 06/25/29	5.35	06/25/29	245	100.00	100.71	2	5.396	-5.82	0.85	0.74	4.74	4.00	AFS
59541KCV7	NCD	MIDMIB 5.15 06/12/28	5.15	06/12/28	245	100.00	100.46	1	5.195	-5.29	0.82	0.70	3.70	3.00	AFS
46656MVH1	NCD	JPM 5 11/30/27	5.00	11/30/27	240	100.00	100.00	0	4.972	-4.17	0.25	0.17	3.17	3.00	AFS
05580A4Y7	NCD	BMW 4.65 06/15/26	4.65	06/15/26	240	100.00	101.16	3	4.642	-4.70	1.61	1.71	1.71	0.00	AFS
06051XER9	NCD	BAC 5.05 06/22/26	5.05	06/22/26	245	100.00	101.98	5	5.040	-4.74	1.62	1.73	1.73	0.00	AFS
35634MAE1	NCD	FREBNJ 5.05 06/22/26	5.05	06/22/26	245	100.00	101.98	5	5.040	-4.74	1.62	1.73	1.73	0.00	AFS
34520LBC6	NCD	FORBBK 5.05 06/15/26	5.05	06/15/26	245	100.00	101.95	5	5.041	-4.69	1.60	1.71	1.71	0.00	AFS
38150VUZ0	NCD	GS 5.05 06/11/26	5.05	06/11/26	245	100.00	101.93	5	5.041	-4.66	1.59	1.70	1.70	0.00	AFS
			5.09		2,440	100.00	101.04	25	5.094	-4.86	1.05	1.06	2.96	1.90	

Agency - CUSIP Detail

CUSIP / Security Description	Ticker	Par	Cpn Type / Coupon	Next Call Dt / Call Type	Step Date / Step Cpn	Maturity Proj. / Final	Book Price / Value	Book Yield	Market Price / Value	Market bp⟶call / Yield	Gain/(Loss) % / $	% Px Δ -100 / +300	Eff. Dur / Cvx	ESG/Gr Intent
91282CDN8			Fixed			12/24	100.00		99.25		-0.8%	0.2	0.21	
T 1 12/15/24	T	10,000	1.000			12/15/24	10,000	1.00	9,925	4.65	-75	-0.6	0.00	AFS
91282CDN8			Fixed			12/24	100.00		99.25		-0.8%	0.2	0.21	
T 1 12/15/24	T	5,000	1.000			12/15/24	5,000	1.00	4,963	4.65	-38	-0.6	0.00	AFS
91282CDN8			Fixed			12/24	100.00		99.25		-0.8%	0.2	0.21	
T 1 12/15/24	T	5,000	1.000			12/15/24	5,000	1.00	4,963	4.65	-38	-0.6	0.00	AFS
9128283P3			Fixed			12/24	100.00		99.39		-0.6%	0.3	0.25	
T 2 1/4 12/31/24	T	3,000	2.250			12/31/24	3,000	2.26	2,982	4.73	-18	-0.8	0.00	AFS
91282CGL9			Fixed			02/26	100.00		100.27		0.3%	1.3	1.32	
T 4 02/15/26	T	5,000	4.000			02/15/26	5,000	4.00	5,013	3.80	13	-3.8	0.03	AFS
9128286F2			Fixed			02/26	100.00		98.22		-1.8%	1.4	1.37	
T 2 1/2 02/28/26	T	3,000	2.500			02/28/26	3,000	2.50	2,947	3.80	-53	-4.0	0.03	AFS
9128286L9			Fixed			03/26	100.00		97.80		-2.2%	1.5	1.45	
T 2 1/4 03/31/26	T	3,200	2.250			03/31/26	3,200	2.25	3,130	3.77	-70	-4.2	0.04	AFS
91282CHH7			Fixed			06/26	100.00		100.67		0.7%	1.7	1.61	
T 4 1/8 06/15/26	T	5,000	4.125			06/15/26	5,000	4.12	5,034	3.71	34	-4.7	0.04	AFS
9128285T3			Fixed			12/25	100.00		98.48		-1.5%	1.2	1.21	
T 2 5/8 12/31/25	T	5,000	2.625			12/31/25	5,000	2.62	4,924	3.88	-76	-3.5	0.03	AFS
9128285T3			Fixed			12/25	100.00		98.48		-1.5%	1.2	1.21	
T 2 5/8 12/31/25	T	3,000	2.625			12/31/25	3,000	2.62	2,955	3.88	-45	-3.5	0.03	AFS
912828YX2			Fixed			12/26	100.00		96.02		-4.0%	2.2	2.16	
T 1 3/4 12/31/26	T	5,000	1.750			12/31/26	5,000	1.75	4,801	3.61	-199	-6.2	0.07	AFS
91282CEW7			Fixed			06/27	100.00		99.16		-0.8%	2.6	2.58	
T 3 1/4 06/30/27	T	5,000	3.250			06/30/27	5,000	3.25	4,958	3.57	-42	-7.4	0.09	AFS
91282CFM8			Fixed			09/27	100.00		101.59		1.6%	2.9	2.80	
T 4 1/8 09/30/27	T	2,500	4.125			09/30/27	2,500	4.12	2,540	3.56	40	-7.9	0.11	AFS
Treasury							100.00		99.05		-1.0%	1.2	1.15	
		59,700	2.318				59,700	2.32	59,132	4.09	-568	-3.3	0.03	
3134GWNG7			Fixed			11/24	100.00		99.36		-0.6%	0.2	0.16	
FHLMC 0 1/2 11/27/24	FHLMC	2,000	0.500	Quarterly		11/27/24	2,000	0.50	1,987	4.62	-13	-0.5	0.00	AFS
3133EJYM5			Fixed			09/25	100.00		99.06		-0.9%	0.9	0.90	
FFCB 3.02 09/04/25	FFCB	1,000	3.020			09/04/25	1,000	3.02	991	4.06	-9	-2.6	0.02	AFS
3133EJYM5			Fixed			09/25	100.00		99.06		-0.9%	0.9	0.90	
FFCB 3.02 09/04/25	FFCB	2,000	3.020			09/04/25	2,000	3.02	1,981	4.06	-19	-2.6	0.02	AFS
3135G06G3			Fixed			11/25	100.00		96.31		-3.7%	1.1	1.07	
FNMA 0 1/2 11/07/25	FNMA	3,000	0.500			11/07/25	3,000	0.50	2,889	3.95	-111	-3.1	0.02	AFS
3130AQEA7			Fixed			01/25	100.00		98.96	-390	-1.0%	0.3	0.29	
FHLB 1.05 01/14/25	FHLB	7,000	1.050	Quarterly		01/14/25	7,000	1.05	6,927	4.71	-73	-0.9	0.00	AFS
Agency Bullet							100.00		98.50		-1.5%	0.6	0.55	
		15,000	1.261				15,000	1.26	14,775	4.42	-225	-1.6	0.01	

Agency - CUSIP Detail

CUSIP / Security Description	Ticker	Par	Cpn Type / Coupon	Next Call Dt / Call Type	Step Date / Step Cpn	Maturity Proj. / Final	Book Price / Value	Book Yield	Market Price / Value	Market bp⟶call / Yield	Gain/(Loss) % / $	% Px Δ -100 / +300	Eff. Dur / Cvx	ESG/Gr Intent
3130AL5A8			Fixed	11/26/24		02/27	100.00		93.44	-436	-6.6%	2.3	2.32	
FHLB 0.9 02/26/27	FHLB	5,000	0.900	Quarterly		02/26/27	5,000	0.90	4,672	3.78	-328	-6.7	0.05	AFS
3130AMRQ7			Fixed	12/30/24		12/25	100.00		96.24	-420	-3.8%	1.2	1.21	
FHLB 0 7/8 12/30/25	FHLB	3,000	0.875	Quarterly		12/30/25	3,000	0.87	2,887	3.98	-113	-3.5	0.02	AFS
3133ERCX7			Fixed	05/01/26		05/28	100.00		101.77	94	1.8%	1.6	1.69	
FFCB 5.17 05/01/28	FFCB	5,000	5.170	Anytime		05/01/28	5,000	5.17	5,088	4.63	88	-6.6	-0.34	AFS
3130ARHJ3			Fixed	10/19/24		04/27	100.00		98.12	-215	-1.9%	1.4	1.71	
FHLB 3.175 04/19/27	FHLB	5,000	3.175	Monthly		04/19/27	5,000	3.17	4,906	3.95	-94	-6.4	-0.52	AFS
3134GW4C7			Fixed	10/27/24		10/26	100.00		93.99	-458	-6.0%	2.0	2.00	
FHLMC 0.8 10/27/26	FHLMC	5,000	0.800	Quarterly		10/27/26	5,000	0.80	4,700	3.84	-300	-5.8	0.05	AFS
3133ENJC5			Fixed	10/18/24		12/26	100.00		94.77	-401	-5.2%	2.1	2.11	
FFCB 1.29 12/22/26	FFCB	5,000	1.290	Anytime		12/22/26	5,000	1.29	4,738	3.76	-262	-6.2	-0.01	AFS
3130AQRH8			Fixed	11/25/24		02/27	100.00		95.99	-321	-4.0%	2.0	2.16	
FHLB 2 02/25/27	FHLB	5,000	2.000	Quarterly		02/25/27	5,000	2.00	4,799	3.76	-201	-6.5	-0.12	AFS
3133EMUP5			Fixed	10/18/24		04/25	100.00		98.15	-448	-1.8%	0.5	0.50	
FFCB 0.71 04/01/25	FFCB	5,000	0.710	Anytime		04/01/25	5,000	0.71	4,908	4.47	-92	-1.5	0.00	AFS
3133ELK37			Fixed	10/18/24		06/25	100.00		97.58	-438	-2.4%	0.7	0.70	
FFCB 0.78 06/16/25	FFCB	5,000	0.780	Anytime		06/16/25	5,000	0.78	4,879	4.27	-121	-2.1	0.01	AFS
3133ENHW3			Fixed	10/18/24		06/25	100.00		97.82	-392	-2.2%	0.7	0.71	
FFCB 1.17 06/23/25	FFCB	10,000	1.170	Anytime		06/23/25	10,000	1.17	9,782	4.23	-218	-2.1	0.01	AFS
3136G4ZP1			Fixed	10/30/24		07/25	100.00		97.16	-450	-2.8%	0.8	0.81	
FNMA 0.65 07/30/25	FNMA	3,500	0.650	Quarterly		07/30/25	3,500	0.65	3,401	4.15	-99	-2.4	0.01	AFS
3133EL3P7			Fixed	10/18/24		08/25	100.00		96.94	-467	-3.1%	0.9	0.85	
FFCB 0.53 08/12/25	FFCB	1,810	0.530	Anytime		08/12/25	1,810	0.53	1,755	4.16	-55	-2.5	0.01	AFS
3130AQDY6			Fixed	10/18/24		12/24	100.00		99.10	-393	-0.9%	0.3	0.25	
FHLB 1 12/30/24	FHLB	6,750	1.000	Anytime		12/30/24	6,750	1.00	6,690	4.64	-60	-0.7	0.00	AFS
3134GXBM5			Fixed	11/12/24		11/25	100.00		96.25	-472	-3.8%	1.1	1.09	
FHLMC 0.6 11/12/25	FHLMC	1,150	0.600	Quarterly		11/12/25	1,150	0.60	1,107	4.07	-43	-3.2	0.02	AFS
3133EPLE3			Fixed	05/30/25		05/28	100.00		99.81	-18	-0.2%	0.9	1.12	
FFCB 4.67 05/30/28	FFCB	2,815	4.670	Anytime		05/30/28	2,815	4.67	2,810	4.73	-5	-6.6	-0.48	AFS
3134GWUG9			Fixed	12/24/24		09/25	100.00		96.61	-442	-3.4%	1.0	0.96	
FHLMC 0.57 09/24/25	FHLMC	10,000	0.570	Quarterly		09/24/25	10,000	0.57	9,661	4.12	-339	-2.8	0.02	AFS
3130AN5C0			Fixed	10/29/24		04/26	100.00		95.69	-427	-4.3%	1.5	1.52	
FHLB 1.05 04/29/26	FHLB	4,000	1.050	Quarterly		04/29/26	4,000	1.05	3,828	3.89	-172	-4.4	0.03	AFS
Callable Agency							100.00		97.09		-2.9%	1.2	1.23	
		83,025	1.471				83,025	1.47	80,610	4.16	-2,415	-3.9	-0.06	
Total							100.00		97.97		-2.0%	1.1	1.14	
		157,725	1.772				157,725	1.77	154,517	4.16	-3,208	-3.5	-0.02	

Corporate - CUSIP Detail

CUSIP Security Description	Sector Subsector	Par Value	Cpn	Maturity	Index Margin	Moody's S&P	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	Gain/(Loss) % $	% Px Δ -100 +300	Eff. Dur Cvx	ESG/Gr Intent
11271LAA0	Finance					A-	100.00		99.84		-0.2%	1.4	1.43	
BNCN 4 1/4 06/02/26	Other Financial	500	4.250	06/02/26		A3	500	4.25	499	4.34	-1	-4.5	-0.02	AFS
46625HRS1	Finance					A-	100.00		98.46		-1.5%	1.5	1.54	
JPM 3.2 06/15/26	Banks	500	3.200	06/15/26		A1	500	3.20	492	4.14	-8	-4.7	-0.07	AFS
61761J3R8	Finance					A-	100.00		98.37		-1.6%	1.8	1.74	
MS 3 1/8 07/27/26	Banks	500	3.125	07/27/26		A1	500	3.12	492	4.06	-8	-5.0	0.05	AFS
808513BW4	Finance					A-	100.00		97.82		-2.2%	2.3	2.26	
SCHW 3.3 04/01/27	Other Financial	500	3.300	04/01/27		A2	500	3.30	489	4.23	-11	-6.7	0.02	AFS
75973QAA5	Finance					A-	100.00		97.62		-2.4%	2.5	2.50	
RNR 3.45 07/01/27	Other Financial	500	3.450	07/01/27		A3	500	3.45	488	4.37	-12	-7.3	0.07	AFS
22550L2K6	Finance					A+	100.00		101.98		2.0%	2.6	2.55	
UBS 5 07/09/27	Banks	500	5.000	07/09/27		Aa2	500	5.00	510	4.23	10	-7.3	0.09	AFS
780082AD5	Finance					A-	100.00		100.19		0.2%	1.3	1.26	
RY 4.65 01/27/26	Banks	500	4.650	01/27/26		A3	500	4.65	501	4.49	1	-3.7	0.03	AFS
06406RAQ0	Finance					A	100.00		95.58		-4.4%	1.3	1.29	
BK 0 3/4 01/28/26	Other Financial	500	0.750	01/28/26		A1	500	0.75	478	4.21	-22	-3.8	0.03	AFS
05565QDH8	Finance					A-	100.00		98.12		-1.9%	3.8	3.69	
BPLN 3.723 11/28/28	Other Financial	500	3.723	11/28/28		A1	500	3.72	491	4.22	-9	-10.6	0.12	AFS
06406RBN6	Finance				SOFR	A	100.00		101.25		1.2%	3.8	3.77	
BK 4.543 02/01/29	Other Financial	656	4.543	02/01/29		A1	656	4.54	664	4.14	8	-10.8	0.13	AFS
Finance						A	100.00		98.99		-1.0%	2.3	2.26	
		5,156	3.628			A1	5,156	3.63	5,104	4.24	-52	-6.6	0.05	
194162AQ6	Industrial					A+	100.00		101.24		1.2%	1.4	1.36	
CL 4.8 03/02/26	Consumer Goods	1,000	4.800	03/02/26		Aa3	1,000	4.80	1,012	3.89	12	-3.9	0.03	AFS
742718FY0	Industrial					AA-	100.00		100.24		0.2%	1.3	1.27	
PG 4.1 01/26/26	Consumer Goods	1,000	4.100	01/26/26		Aa3	1,000	4.10	1,002	3.91	2	-3.7	0.03	AFS
718172CE7	Industrial					A-	100.00		96.52		-3.5%	3.2	3.13	
PM 3 1/8 03/02/28	Consumer Goods	500	3.125	03/02/28		A2	500	3.12	483	4.23	-17	-9.0	0.09	AFS
30231GAT9	Industrial					AA-	100.00		98.84		-1.2%	1.2	1.26	
XOM 3.043 03/01/26	Energy Company	1,000	3.043	03/01/26		Aa2	1,000	3.04	988	3.89	-12	-3.9	-0.05	AFS
Industrial						AA-	100.00		99.60		-0.4%	1.6	1.55	
		3,500	3.859			Aa2	3,500	3.86	3,486	3.94	-14	-4.6	0.02	
797440CE2	Utility					A	100.00		102.72		2.7%	3.5	3.45	Y/Y
SRE 4.95 08/15/28	Electric Power	500	4.950	08/15/28		A1	500	4.95	514	4.18	14	-9.8	0.16	AFS

Corporate - CUSIP Detail

CUSIP Security Description	Sector Subsector	Par Value	Cpn	Maturity	Index Margin	Moody's S&P	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	Gain/(Loss) % $	% Px Δ -100 +300	Eff. Dur Cvx	ESG/Gr Intent
Utility						A	100.00		102.72		2.7%	3.5	3.45	
		500	4.950			A1	500	4.95	514	4.18	14	-9.8	0.16	
Total						A+	100.00		99.43		-0.6%	2.1	2.05	
		9,156	3.788			Aa3	9,156	3.79	9,104	4.12	-52	-6.0	0.04	

CD - CUSIP Detail

CUSIP / Security Description	Ticker	Par Value	Coupon Type / Rate	Step Date / Rate	Maturity Proj. / Final	Bk Price / Bk Value	Yield @Bk	Mkt Price / Mkt Value	Mkt Yield	Gain/(Loss) % / $	% Px Δ -100 / +300	Effective Dur / Cvx	ESG/Gr Intent
229083AA8			Fixed		12/24	100.00		100.12		0.1%	0.2	0.24	
EVANBT 5.35 06/18/29	EVANBT	245	5.350		06/18/29	245	5.40	245	4.82	0	-4.6	-0.11	AFS
46656MVH1			Fixed		11/24	100.00		100.00		0.0%	0.2	0.25	
JPM 5 11/30/27	JPM	240	5.000		11/30/27	240	4.97	240	4.98	0	-4.2	-0.46	AFS
69503PAB7			Fixed		12/24	100.00		100.06		0.1%	0.2	0.28	
PACVYB 5.2 06/14/29	PACVYB	245	5.200		06/14/29	245	5.16	245	4.84	0	-5.2	-0.37	AFS
59541KCV7			Fixed		06/25	100.00		100.46		0.5%	0.7	0.82	
MIDMIB 5.15 06/12/28	MIDMIB	245	5.150		06/12/28	245	5.20	246	4.51	1	-5.3	-0.42	AFS
09776DAG9			Fixed		06/25	100.00		100.71		0.7%	0.8	0.85	
BOMBNK 5.35 06/25/29	BOMBNK	245	5.350		06/25/29	245	5.40	247	4.39	2	-5.8	-0.45	AFS
38150VUZ0			Fixed		06/26	100.00		101.93		1.9%	1.6	1.59	
GS 5.05 06/11/26	GS	245	5.050		06/11/26	245	5.04	250	3.86	5	-4.7	0.04	AFS
34520LBC6			Fixed		06/26	100.00		101.95		1.9%	1.6	1.60	
FORBBK 5.05 06/15/26	FORBBK	245	5.050		06/15/26	245	5.04	250	3.85	5	-4.7	0.04	AFS
8562855V9			Fixed		06/26	100.00		102.04		2.0%	1.6	1.61	
SBIIN 5.1 06/17/26	SBIIN	245	5.100		06/17/26	245	5.09	250	3.85	5	-4.7	0.04	AFS
05580A4Y7			Fixed		06/26	100.00		101.16		1.2%	1.6	1.61	
BMW 4.65 06/15/26	BMW	240	4.650		06/15/26	240	4.64	243	3.93	3	-4.7	0.04	AFS
06051XER9			Fixed		06/26	100.00		101.98		2.0%	1.7	1.62	
BAC 5.05 06/22/26	BAC	245	5.050		06/22/26	245	5.04	250	3.85	5	-4.7	0.04	AFS
35634MAE1			Fixed		06/26	100.00		101.98		2.0%	1.7	1.62	
FREBNJ 5.05 06/22/26	FREBNJ	245	5.050		06/22/26	245	5.04	250	3.85	5	-4.7	0.04	AFS
307811KA6			Fixed		06/28	100.00		101.60		1.6%	1.8	1.87	
FMBKWI 5 06/14/28	FMBKWI	245	5.000		06/14/28	245	5.05	249	4.58	4	-7.0	-0.24	AFS
09582YAV4			Fixed		12/27	100.00		101.55		1.6%	3.1	2.98	
RICBVA 4.2 12/28/27	RICBVA	240	4.200		12/28/27	240	4.20	244	3.69	4	-8.5	0.12	AFS
89235MPP0			Fixed		06/29	100.00		104.36		4.4%	4.3	4.16	
TOYFBN 4.65 06/13/29	TOYFBN	245	4.650		06/13/29	245	4.65	256	3.63	11	-11.7	0.23	AFS
NCD						100.00		101.42		1.4%	1.5	1.52	
		3,415	4.991			3,415	5.00	3,464	4.18	49	-5.8	-0.10	
Total						100.00		101.42		1.4%	1.5	1.52	
		3,415	4.991			3,415	5.00	3,464	4.18	49	-5.8	-0.10	

Other - CUSIP Detail

CUSIP	Ticker	Par Value	Coupon Type Rate	Step Date Rate	Proj.Mat. Final Mat.	Bk Price Bk Value	Yield @ Bk	Mkt Price Mkt Value	Mkt Yield	Gain/(Loss) % $	% Px Δ -100 +300	Effective Dur Cvx	ESG/Gr Intent
			Fixed		10/24	100.00		100.00		0.0%	0.1	0.09	
PLMDLCAMP		53,141	0.300		10/31/24	53,141	0.30	53,141	0.30	0	-0.3	0.00	AFS
			Fixed		10/24	100.00		100.00		0.0%	0.0	0.01	
PLMDLLAIF		60,492	0.780		07/31/24	60,492	0.78	60,492	0.78	0	0.0	0.00	AFS
			Fixed		10/24	100.00		100.00		0.0%	0.0	0.01	
PLMDLLAIF		36,500	0.780		07/31/24	36,500	0.78	36,500	0.78	0	0.0	0.00	AFS
			Fixed		10/24	100.00		100.00		0.0%	0.0	0.01	
PLMDLLAIF		14,387	0.780		07/31/24	14,387	0.78	14,387	0.78	0	0.0	0.00	AFS
						100.00		100.00		0.0%	0.0	0.03	
Cash & Other		164,520	0.625			164,520	0.62	164,520	0.62	0	-0.1	0.00	
						100.00		100.00		0.0%	0.0	0.03	
Total		164,520	0.625			164,520	0.62	164,520	0.62	0	-0.1	0.00	

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ / Mkt Px / Dur	-300 % Px Δ / Mkt Yld / WAL	-200 $ Amt Δ / Mkt Px / Dur	-200 % Px Δ / Mkt Yld / WAL	-100 $ Amt Δ / Mkt Px / Dur	-100 % Px Δ / Mkt Yld / WAL	Base $ Amt Δ / Mkt Px / Dur	Base % Px Δ / Mkt Yld / WAL	+100 $ Amt Δ / Mkt Px / Dur	+100 % Px Δ / Mkt Yld / WAL	+200 $ Amt Δ / Mkt Px / Dur	+200 % Px Δ / Mkt Yld / WAL	+300 $ Amt Δ / Mkt Px / Dur	+300 % Px Δ / Mkt Yld / WAL
	1,810	44	2.51%	30	1.72%	15	0.85%	0	0.00%	-15	-0.84%	-29	-1.67%	-44	-2.48%
3133EL3P7	0.53	99.37	1.26	98.61	2.16	97.77	3.16	96.94	4.16	96.13	5.16	95.33	6.15	94.54	7.14
FFCB 0.53 08/12/25	08/12/2025	0.00	0.87	0.00	0.87	0.00	0.87	0.85	0.87	0.00	0.87	0.00	0.87	0.00	0.87
	5,000	73	1.49%	49	1.00%	25	0.50%	0	0.00%	-24	-0.50%	-48	-0.99%	-72	-1.47%
3133EMUP5	0.71	99.61	1.49	99.14	2.45	98.64	3.46	98.15	4.47	97.66	5.48	97.18	6.49	96.71	7.51
FFCB 0.71 04/01/25	04/01/2025	0.00	0.50	0.00	0.50	0.00	0.50	0.50	0.50	0.00	0.50	0.00	0.50	0.00	0.50
	5,000	100	2.05%	69	1.41%	34	0.70%	0	0.00%	-34	-0.69%	-67	-1.38%	-100	-2.05%
3133ELK37	0.78	99.58	1.37	98.96	2.27	98.27	3.26	97.58	4.27	96.90	5.27	96.24	6.27	95.58	7.27
FFCB 0.78 06/16/25	06/16/2025	0.00	0.71	0.00	0.71	0.00	0.71	0.70	0.71	0.00	0.71	0.00	0.71	0.00	0.71
	10,000	196	2.00%	140	1.43%	71	0.72%	0	0.00%	-70	-0.71%	-138	-1.41%	-206	-2.11%
3133ENHW3	1.17	99.78	1.48	99.22	2.25	98.53	3.22	97.82	4.23	97.13	5.23	96.44	6.23	95.76	7.22
FFCB 1.17 06/23/25	06/23/2025	0.00	0.73	0.00	0.73	0.00	0.73	0.71	0.73	0.00	0.73	0.00	0.73	0.00	0.73
	5,000	244	5.14%	186	3.93%	99	2.09%	0	0.00%	-100	-2.11%	-197	-4.16%	-292	-6.16%
3133ENJC5	1.29	99.64	1.45	98.50	1.98	96.75	2.81	94.77	3.76	92.77	4.75	90.82	5.74	88.93	6.72
FFCB 1.29 12/22/26	12/22/2026	0.00	2.23	0.00	2.23	0.00	2.23	2.11	2.23	0.00	2.23	0.00	2.23	0.00	2.23
	1,000	28	2.79%	18	1.84%	9	0.91%	0	0.00%	-9	-0.90%	-18	-1.77%	-26	-2.64%
3133EJYM5	3.02	101.82	1.04	100.88	2.05	99.96	3.06	99.06	4.06	98.17	5.06	97.30	6.05	96.45	7.04
FFCB 3.02 09/04/25	09/04/2025	0.00	0.93	0.00	0.93	0.00	0.93	0.90	0.93	0.00	0.93	0.00	0.93	0.00	0.93
	2,000	55	2.79%	36	1.84%	18	0.91%	0	0.00%	-18	-0.90%	-35	-1.77%	-52	-2.64%
3133EJYM5	3.02	101.82	1.04	100.88	2.05	99.96	3.06	99.06	4.06	98.17	5.06	97.30	6.05	96.45	7.04
FFCB 3.02 09/04/25	09/04/2025	0.00	0.93	0.00	0.93	0.00	0.93	0.90	0.93	0.00	0.93	0.00	0.93	0.00	0.93
	2,815	63	2.26%	44	1.58%	25	0.89%	0	0.00%	-43	-1.53%	-107	-3.82%	-184	-6.56%
3133EPLE3	4.67	102.06	1.88	101.38	2.78	100.70	3.71	99.81	4.73	98.28	5.19	95.99	5.90	93.26	6.77
FFCB 4.67 05/30/28	05/30/2028	0.00	0.75	0.00	0.75	0.00	0.75	1.12	3.67	0.00	3.67	0.00	3.67	0.00	3.67
	5,000	247	4.85%	165	3.24%	84	1.65%	0	0.00%	-95	-1.86%	-208	-4.08%	-337	-6.62%
3133ERCX7	5.17	106.70	0.90	105.06	1.91	103.44	2.93	101.77	4.63	99.87	5.21	97.61	5.92	95.03	6.75
FFCB 5.17 05/01/28	05/01/2028	0.00	1.59	0.00	1.59	0.00	1.59	1.69	3.59	0.00	3.59	0.00	3.59	0.00	3.59
	3,000	97	3.37%	70	2.41%	35	1.22%	0	0.00%	-35	-1.20%	-69	-2.38%	-102	-3.54%
3130AMRQ7	0.88	99.49	1.29	98.56	2.05	97.42	2.99	96.24	3.98	95.09	4.98	93.95	5.97	92.84	6.95
FHLB 0 7/8 12/30/25	12/30/2025	0.00	1.25	0.00	1.25	0.00	1.25	1.21	1.25	0.00	1.25	0.00	1.25	0.00	1.25
	5,000	290	6.20%	211	4.52%	108	2.32%	0	0.00%	-107	-2.29%	-211	-4.52%	-312	-6.68%
3130AL5A8	0.90	99.23	1.23	97.65	1.90	95.60	2.80	93.44	3.78	91.29	4.77	89.21	5.77	87.20	6.75
FHLB 0.9 02/26/27	02/26/2027	0.00	2.41	0.00	2.41	0.00	2.41	2.32	2.41	0.00	2.41	0.00	2.41	0.00	2.41
	6,750	50	0.75%	34	0.50%	17	0.25%	0	0.00%	-17	-0.25%	-33	-0.50%	-50	-0.75%
3130AQDY6	1.00	99.85	1.60	99.60	2.60	99.35	3.62	99.10	4.64	98.86	5.66	98.61	6.69	98.37	7.72
FHLB 1 12/30/24	12/30/2024	0.00	0.25	0.00	0.25	0.00	0.25	0.25	0.25	0.00	0.25	0.00	0.25	0.00	0.25

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ Mkt Px / Dur	-300 % Px Δ Mkt Yld / WAL	-200 $ Amt Δ Mkt Px / Dur	-200 % Px Δ Mkt Yld / WAL	-100 $ Amt Δ Mkt Px / Dur	-100 % Px Δ Mkt Yld / WAL	Base $ Amt Δ Mkt Px / Dur	Base % Px Δ Mkt Yld / WAL	+100 $ Amt Δ Mkt Px / Dur	+100 % Px Δ Mkt Yld / WAL	+200 $ Amt Δ Mkt Px / Dur	+200 % Px Δ Mkt Yld / WAL	+300 $ Amt Δ Mkt Px / Dur	+300 % Px Δ Mkt Yld / WAL
	7,000	61	0.88%	41	0.59%	20	0.29%	0	0.00%	-20	-0.29%	-40	-0.58%	-60	-0.87%
3130AQEA7	1.05	99.83	1.63	99.54	2.65	99.25	3.68	98.96	4.71	98.67	5.74	98.39	6.77	98.10	7.80
FHLB 1.05 01/14/25	01/14/2025	0.00	0.29	0.00	0.29	0.00	0.29	0.29	0.29	0.00	0.29	0.00	0.29	0.00	0.29
	4,000	155	4.04%	114	2.97%	59	1.53%	0	0.00%	-58	-1.51%	-115	-2.99%	-170	-4.44%
3130AN5C0	1.05	99.56	1.33	98.53	2.00	97.16	2.90	95.69	3.89	94.24	4.88	92.83	5.87	91.44	6.85
FHLB 1.05 04/29/26	04/29/2026	0.00	1.58	0.00	1.58	0.00	1.58	1.52	1.58	0.00	1.58	0.00	1.58	0.00	1.58
	5,000	199	4.15%	170	3.53%	98	2.04%	0	0.00%	-106	-2.20%	-211	-4.39%	-313	-6.53%
3130AQRH8	2.00	99.97	2.07	99.38	2.27	97.94	2.89	95.99	3.76	93.87	4.73	91.77	5.71	89.72	6.70
FHLB 2 02/25/27	02/25/2027	0.00	0.40	0.00	2.40	0.00	2.40	2.16	2.40	0.00	2.40	0.00	2.40	0.00	2.40
	5,000	96	1.96%	93	1.90%	67	1.37%	0	0.00%	-97	-1.97%	-204	-4.16%	-313	-6.37%
3130ARHJ3	3.18	100.05	2.21	99.99	3.18	99.47	3.39	98.12	3.95	96.19	4.78	94.04	5.72	91.87	6.69
FHLB 3.175 04/19/27	04/19/2027	0.00	0.05	0.00	2.55	0.00	2.55	1.71	2.55	0.00	2.55	0.00	2.55	0.00	2.55
	2,000	10	0.48%	6	0.32%	3	0.16%	0	0.00%	-3	-0.16%	-6	-0.32%	-9	-0.48%
3134GWNG7	0.50	99.84	1.54	99.68	2.56	99.52	3.59	99.36	4.62	99.20	5.65	99.04	6.69	98.88	7.73
FHLMC 0 1/2 11/27/24	11/27/2024	0.00	0.16	0.00	0.16	0.00	0.16	0.16	0.16	0.00	0.16	0.00	0.16	0.00	0.16
	10,000	274	2.84%	188	1.94%	94	0.97%	0	0.00%	-92	-0.95%	-182	-1.88%	-270	-2.80%
3134GWUG9	0.57	99.35	1.24	98.49	2.13	97.54	3.13	96.61	4.12	95.69	5.12	94.79	6.11	93.91	7.09
FHLMC 0.57 09/24/25	09/24/2025	0.00	0.98	0.00	0.98	0.00	0.98	0.96	0.98	0.00	0.98	0.00	0.98	0.00	0.98
	1,150	35	3.18%	24	2.20%	12	1.10%	0	0.00%	-12	-1.08%	-24	-2.14%	-35	-3.17%
3134GXBM5	0.60	99.31	1.23	98.36	2.09	97.31	3.07	96.25	4.07	95.21	5.07	94.19	6.06	93.19	7.04
FHLMC 0.6 11/12/25	11/12/2025	0.00	1.12	0.00	1.12	0.00	1.12	1.09	1.12	0.00	1.12	0.00	1.12	0.00	1.12
	5,000	259	5.52%	186	3.96%	95	2.02%	0	0.00%	-93	-1.99%	-184	-3.92%	-272	-5.79%
3134GW4C7	0.80	99.18	1.20	97.72	1.93	95.89	2.85	93.99	3.84	92.13	4.83	90.31	5.82	88.55	6.81
FHLMC 0.8 10/27/26	10/27/2026	0.00	2.08	0.00	2.08	0.00	2.08	2.00	2.08	0.00	2.08	0.00	2.08	0.00	2.08
	3,000	96	3.33%	64	2.20%	31	1.09%	0	0.00%	-31	-1.07%	-61	-2.11%	-91	-3.13%
3135G06G3	0.50	99.52	0.94	98.43	1.95	97.36	2.95	96.31	3.95	95.28	4.95	94.27	5.94	93.29	6.93
FNMA 0 1/2 11/07/25	11/07/2025	0.00	1.10	0.00	1.10	0.00	1.10	1.07	1.10	0.00	1.10	0.00	1.10	0.00	1.10
	3,500	81	2.39%	56	1.64%	28	0.82%	0	0.00%	-27	-0.81%	-54	-1.60%	-81	-2.38%
3136G4ZP1	0.65	99.48	1.28	98.76	2.16	97.96	3.15	97.16	4.15	96.38	5.15	95.60	6.14	94.84	7.13
FNMA 0.65 07/30/25	07/30/2025	0.00	0.83	0.00	0.83	0.00	0.83	0.81	0.83	0.00	0.83	0.00	0.83	0.00	0.83
	10,000	63	0.63%	42	0.42%	21	0.21%	0	0.00%	-21	-0.21%	-41	-0.42%	-62	-0.62%
91282CDN8	1.00	99.88	1.58	99.67	2.60	99.46	3.62	99.25	4.65	99.04	5.68	98.84	6.71	98.63	7.74
T 1 12/15/24	12/15/2024	0.00	0.21	0.00	0.21	0.00	0.21	0.21	0.21	0.00	0.21	0.00	0.21	0.00	0.21
	5,000	31	0.63%	21	0.42%	10	0.21%	0	0.00%	-10	-0.21%	-21	-0.42%	-31	-0.62%
91282CDN8	1.00	99.88	1.58	99.67	2.60	99.46	3.62	99.25	4.65	99.04	5.68	98.84	6.71	98.63	7.74
T 1 12/15/24	12/15/2024	0.00	0.21	0.00	0.21	0.00	0.21	0.21	0.21	0.00	0.21	0.00	0.21	0.00	0.21

Shocked CUSIP Analysis

		-300		-200		-100		Base		+100		+200		+300	
	Par Value	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ
CUSIP	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
Description	Maturity	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL
	5,000	31	0.63%	21	0.42%	10	0.21%	0	0.00%	-10	-0.21%	-21	-0.42%	-31	-0.62%
91282CDN8	1.00	99.88	1.58	99.67	2.60	99.46	3.62	99.25	4.65	99.04	5.68	98.84	6.71	98.63	7.74
T 1 12/15/24	12/15/2024	0.00	0.21	0.00	0.21	0.00	0.21	0.21	0.21	0.00	0.21	0.00	0.21	0.00	0.21
	5,000	329	6.85%	216	4.49%	106	2.21%	0	0.00%	-103	-2.14%	-202	-4.22%	-299	-6.23%
912828YX2	1.75	102.59	0.59	100.33	1.60	98.14	2.61	96.02	3.61	93.96	4.61	91.97	5.60	90.04	6.58
T 1 3/4 12/31/26	12/31/2026	0.00	2.25	0.00	2.25	0.00	2.25	2.16	2.25	0.00	2.25	0.00	2.25	0.00	2.25
	3,000	125	4.25%	83	2.80%	41	1.38%	0	0.00%	-40	-1.35%	-79	-2.67%	-117	-3.96%
9128286F2	2.50	102.40	0.80	100.97	1.80	99.58	2.80	98.22	3.80	96.89	4.79	95.59	5.78	94.32	6.76
T 2 1/2 02/28/26	02/28/2026	0.00	1.42	0.00	1.42	0.00	1.42	1.37	1.42	0.00	1.42	0.00	1.42	0.00	1.42
	3,200	141	4.52%	93	2.97%	46	1.47%	0	0.00%	-45	-1.43%	-89	-2.83%	-131	-4.20%
9128286L9	2.25	102.21	0.76	100.71	1.77	99.23	2.77	97.80	3.77	96.40	4.77	95.03	5.75	93.69	6.74
T 2 1/4 03/31/26	03/31/2026	0.00	1.50	0.00	1.50	0.00	1.50	1.45	1.50	0.00	1.50	0.00	1.50	0.00	1.50
	3,000	23	0.77%	15	0.51%	8	0.25%	0	0.00%	-8	-0.25%	-15	-0.51%	-23	-0.76%
9128283P3	2.25	100.15	1.64	99.90	2.67	99.64	3.70	99.39	4.73	99.14	5.77	98.89	6.80	98.64	7.84
T 2 1/4 12/31/24	12/31/2024	0.00	0.25	0.00	0.25	0.00	0.25	0.25	0.25	0.00	0.25	0.00	0.25	0.00	0.25
	5,000	185	3.76%	122	2.48%	60	1.23%	0	0.00%	-59	-1.20%	-117	-2.37%	-174	-3.52%
9128285T3	2.63	102.19	0.86	100.93	1.87	99.69	2.88	98.48	3.88	97.30	4.87	96.15	5.86	95.01	6.85
T 2 5/8 12/31/25	12/31/2025	0.00	1.25	0.00	1.25	0.00	1.25	1.21	1.25	0.00	1.25	0.00	1.25	0.00	1.25
	3,000	111	3.76%	73	2.48%	36	1.23%	0	0.00%	-35	-1.20%	-70	-2.37%	-104	-3.52%
9128285T3	2.63	102.19	0.86	100.93	1.87	99.69	2.88	98.48	3.88	97.30	4.87	96.15	5.86	95.01	6.85
T 2 5/8 12/31/25	12/31/2025	0.00	1.25	0.00	1.25	0.00	1.25	1.21	1.25	0.00	1.25	0.00	1.25	0.00	1.25
	5,000	409	8.25%	268	5.40%	131	2.65%	0	0.00%	-127	-2.56%	-249	-5.02%	-367	-7.40%
91282CEW7	3.25	107.34	0.55	104.51	1.56	101.78	2.57	99.16	3.57	96.62	4.57	94.18	5.56	91.82	6.54
T 3 1/4 06/30/27	06/30/2027	0.00	2.75	0.00	2.75	0.00	2.75	2.58	2.75	0.00	2.75	0.00	2.75	0.00	2.75
	5,000	207	4.12%	136	2.72%	67	1.34%	0	0.00%	-66	-1.31%	-130	-2.59%	-193	-3.85%
91282CGL9	4.00	104.40	0.78	102.99	1.80	101.61	2.80	100.27	3.80	98.95	4.80	97.67	5.79	96.41	6.78
T 4 02/15/26	02/15/2026	0.00	1.38	0.00	1.38	0.00	1.38	1.32	1.38	0.00	1.38	0.00	1.38	0.00	1.38
	5,000	257	5.10%	169	3.35%	83	1.65%	0	0.00%	-81	-1.61%	-160	-3.18%	-237	-4.71%
91282CHH7	4.13	105.81	0.69	104.05	1.70	102.34	2.71	100.67	3.71	99.05	4.70	97.47	5.69	95.93	6.68
T 4 1/8 06/15/26	06/15/2026	0.00	1.71	0.00	1.71	0.00	1.71	1.61	1.71	0.00	1.71	0.00	1.71	0.00	1.71
	2,500	226	8.91%	148	5.83%	73	2.86%	0	0.00%	-70	-2.75%	-137	-5.39%	-202	-7.94%
91282CFM8	4.13	110.65	0.54	107.51	1.55	104.50	2.56	101.59	3.56	98.80	4.56	96.12	5.55	93.53	6.53
T 4 1/8 09/30/27	09/30/2027	0.00	3.00	0.00	3.00	0.00	3.00	2.80	3.00	0.00	3.00	0.00	3.00	0.00	3.00
Treasury/Agency	157,725	4,893	3.17%	3,400	2.20%	1,740	1.13%	0	0.00%	-1,779	-1.15%	-3,574	-2.31%	-5,362	-3.47%
	1.77	101.07	1.28	100.12	2.19	99.07	3.14	97.97	4.16	96.84	5.13	95.70	6.12	94.57	7.12
		0.00	1.06	0.00	1.20	0.00	1.20	1.14	1.32	0.00	1.32	0.00	1.32	0.00	1.32

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ Mkt Px / Dur	-300 % Px Δ Mkt Yld / WAL	-200 $ Amt Δ Mkt Px / Dur	-200 % Px Δ Mkt Yld / WAL	-100 $ Amt Δ Mkt Px / Dur	-100 % Px Δ Mkt Yld / WAL	Base $ Amt Δ Mkt Px / Dur	Base % Px Δ Mkt Yld / WAL	+100 $ Amt Δ Mkt Px / Dur	+100 % Px Δ Mkt Yld / WAL	+200 $ Amt Δ Mkt Px / Dur	+200 % Px Δ Mkt Yld / WAL	+300 $ Amt Δ Mkt Px / Dur	+300 % Px Δ Mkt Yld / WAL
	500	19	3.98%	13	2.64%	6	1.31%	0	0.00%	-6	-1.28%	-12	-2.53%	-18	-3.76%
06406RAQ0	0.75	99.39	1.22	98.11	2.20	96.83	3.21	95.58	4.21	94.36	5.20	93.16	6.20	91.99	7.18
BK 0 3/4 01/28/26	01/28/2026	0.00	1.33	0.00	1.33	0.00	1.33	1.29	1.33	0.00	1.33	0.00	1.33	0.00	1.33
	656	77	11.54%	51	7.69%	25	3.83%	0	0.00%	-25	-3.75%	-49	-7.36%	-72	-10.81%
06406RBN6	4.54	112.93	0.62	109.04	1.74	105.13	2.92	101.25	4.14	97.46	5.38	93.80	6.64	90.30	7.90
BK 4.543 02/01/29	02/01/2029	0.00	3.34	0.00	3.34	0.00	3.34	3.77	3.34	0.00	3.34	0.00	3.34	0.00	3.34
	500	22	4.31%	14	2.86%	7	1.43%	0	0.00%	-7	-1.47%	-15	-2.96%	-22	-4.45%
11271LAA0	4.25	104.15	1.30	102.70	2.31	101.28	3.46	99.84	4.34	98.38	5.27	96.89	6.23	95.40	7.22
BNCN 4 1/4 06/02/26	06/02/2026	0.00	1.42	0.00	1.42	0.00	1.67	1.43	1.67	0.00	1.67	0.00	1.67	0.00	1.67
	500	58	11.86%	38	7.76%	19	3.81%	0	0.00%	-18	-3.67%	-35	-7.19%	-52	-10.56%
05565QDH8	3.72	109.76	1.16	105.73	2.27	101.85	3.24	98.12	4.22	94.52	5.20	91.06	6.19	87.75	7.18
BPLN 3.723 11/28/28	11/28/2028	0.00	3.91	0.00	4.16	0.00	4.16	3.69	4.16	0.00	4.16	0.00	4.16	0.00	4.16
	1,000	43	4.23%	28	2.79%	14	1.38%	0	0.00%	-14	-1.34%	-27	-2.66%	-40	-3.94%
194162AQ6	4.80	105.52	0.88	104.06	1.89	102.63	2.89	101.24	3.89	99.88	4.89	98.55	5.87	97.25	6.86
CL 4.8 03/02/26	03/02/2026	0.00	1.42	0.00	1.42	0.00	1.42	1.36	1.42	0.00	1.42	0.00	1.42	0.00	1.42
	500	22	4.55%	15	3.05%	8	1.54%	0	0.00%	-8	-1.57%	-15	-3.14%	-23	-4.67%
46625HRS1	3.20	102.94	1.16	101.46	2.32	99.98	3.21	98.46	4.14	96.92	5.10	95.38	6.09	93.86	7.07
JPM 3.2 06/15/26	06/15/2026	0.00	1.46	0.00	1.71	0.00	1.71	1.54	1.71	0.00	1.71	0.00	1.71	0.00	1.71
	500	27	5.47%	18	3.60%	9	1.77%	0	0.00%	-8	-1.73%	-17	-3.41%	-25	-5.04%
61761J3R8	3.13	103.76	1.04	101.91	2.05	100.12	3.06	98.37	4.06	96.67	5.05	95.02	6.04	93.41	7.03
MS 3 1/8 07/27/26	07/27/2026	0.00	1.83	0.00	1.83	0.00	1.83	1.74	1.83	0.00	1.83	0.00	1.83	0.00	1.83
	1,000	40	3.96%	26	2.61%	13	1.29%	0	0.00%	-13	-1.26%	-25	-2.49%	-37	-3.70%
742718FY0	4.10	104.21	0.89	102.86	1.90	101.54	2.91	100.24	3.91	98.98	4.90	97.74	5.89	96.54	6.88
PG 4.1 01/26/26	01/26/2026	0.00	1.32	0.00	1.32	0.00	1.32	1.27	1.32	0.00	1.32	0.00	1.32	0.00	1.32
	500	47	9.82%	31	6.46%	15	3.19%	0	0.00%	-15	-3.10%	-29	-6.09%	-43	-8.97%
718172CE7	3.13	106.00	1.19	102.76	2.28	99.60	3.25	96.52	4.23	93.54	5.21	90.65	6.20	87.86	7.19
PM 3 1/8 03/02/28	03/02/2028	0.00	3.17	0.00	3.42	0.00	3.42	3.13	3.42	0.00	3.42	0.00	3.42	0.00	3.42
	500	38	7.73%	25	5.11%	12	2.54%	0	0.00%	-12	-2.50%	-24	-4.94%	-36	-7.31%
75973QAA5	3.45	105.17	1.34	102.61	2.46	100.10	3.41	97.62	4.37	95.19	5.35	92.80	6.34	90.49	7.32
RNR 3.45 07/01/27	07/01/2027	0.00	2.50	0.00	2.75	0.00	2.75	2.50	2.75	0.00	2.75	0.00	2.75	0.00	2.75
	500	20	3.96%	13	2.61%	6	1.29%	0	0.00%	-6	-1.26%	-12	-2.49%	-19	-3.70%
780082AD5	4.65	104.16	1.47	102.80	2.48	101.48	3.49	100.19	4.49	98.93	5.49	97.69	6.49	96.49	7.48
RY 4.65 01/27/26	01/27/2026	0.00	1.33	0.00	1.33	0.00	1.33	1.26	1.33	0.00	1.33	0.00	1.33	0.00	1.33
	500	34	6.98%	23	4.63%	11	2.30%	0	0.00%	-11	-2.28%	-22	-4.52%	-33	-6.70%
808513BW4	3.30	104.65	1.20	102.34	2.33	100.07	3.27	97.82	4.23	95.59	5.20	93.40	6.19	91.27	7.17
SCHW 3.3 04/01/27	04/01/2027	0.00	2.25	0.00	2.50	0.00	2.50	2.26	2.50	0.00	2.50	0.00	2.50	0.00	2.50

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ / Mkt Px / Dur	-300 % Px Δ / Mkt Yld / WAL	-200 $ Amt Δ / Mkt Px / Dur	-200 % Px Δ / Mkt Yld / WAL	-100 $ Amt Δ / Mkt Px / Dur	-100 % Px Δ / Mkt Yld / WAL	Base $ Amt Δ / Mkt Px / Dur	Base % Px Δ / Mkt Yld / WAL	+100 $ Amt Δ / Mkt Px / Dur	+100 % Px Δ / Mkt Yld / WAL	+200 $ Amt Δ / Mkt Px / Dur	+200 % Px Δ / Mkt Yld / WAL	+300 $ Amt Δ / Mkt Px / Dur	+300 % Px Δ / Mkt Yld / WAL
	500	57	11.12%	37	7.25%	18	3.54%	0	0.00%	-17	-3.40%	-34	-6.66%	-50	-9.78%
797440CE2	4.95	114.15	1.13	110.17	2.14	106.37	3.19	102.72	4.18	99.23	5.17	95.89	6.16	92.68	7.14
SRE 4.95 08/15/28	08/15/2028	0.00	3.79	0.00	3.79	0.00	3.87	3.45	3.88	0.00	3.88	0.00	3.88	0.00	3.88
	500	42	8.17%	27	5.35%	13	2.63%	0	0.00%	-13	-2.53%	-25	-4.97%	-37	-7.33%
22550L2K6	5.00	110.32	1.21	107.44	2.22	104.66	3.23	101.98	4.23	99.40	5.23	96.91	6.23	94.51	7.21
UBS 5 07/09/27	07/09/2027	0.00	2.78	0.00	2.78	0.00	2.78	2.55	2.78	0.00	2.78	0.00	2.78	0.00	2.78
	1,000	36	3.64%	24	2.44%	12	1.24%	0	0.00%	-13	-1.29%	-26	-2.59%	-38	-3.88%
30231GAT9	3.04	102.44	0.94	101.25	2.14	100.07	2.99	98.84	3.89	97.57	4.83	96.28	5.81	95.01	6.79
XOM 3.043 03/01/26	03/01/2026	0.00	1.17	0.00	1.42	0.00	1.42	1.26	1.42	0.00	1.42	0.00	1.42	0.00	1.42
Corporate	9,156	581	6.38%	384	4.21%	190	2.09%	0	0.00%	-186	-2.05%	-368	-4.05%	-545	-5.98%
	3.79	105.77	1.07	103.62	2.14	101.50	3.13	99.43	4.12	97.39	5.12	95.41	6.13	93.48	7.13
		0.00	2.07	0.00	2.17	0.00	2.19	2.05	2.19	0.00	2.19	0.00	2.19	0.00	2.19
	245	13	5.13%	8	3.37%	4	1.66%	0	0.00%	-4	-1.62%	-8	-3.20%	-12	-4.74%
06051XER9	5.05	107.21	0.83	105.42	1.84	103.68	2.85	101.98	3.85	100.33	4.84	98.71	5.83	97.15	6.82
BAC 5.05 06/22/26	06/22/2026	0.00	1.73	0.00	1.73	0.00	1.73	1.62	1.73	0.00	1.73	0.00	1.73	0.00	1.73
	240	12	5.09%	8	3.34%	4	1.65%	0	0.00%	-4	-1.61%	-8	-3.17%	-11	-4.70%
05580A4Y7	4.65	106.31	0.92	104.54	1.93	102.83	2.93	101.16	3.93	99.53	4.93	97.95	5.92	96.41	6.91
BMW 4.65 06/15/26	06/15/2026	0.00	1.71	0.00	1.71	0.00	1.71	1.61	1.71	0.00	1.71	0.00	1.71	0.00	1.71
	245	5	2.23%	4	1.49%	2	0.76%	0	0.00%	-3	-1.09%	-7	-3.03%	-14	-5.82%
09776DAG9	5.35	102.95	1.31	102.21	2.32	101.48	3.32	100.71	4.39	99.61	5.51	97.66	5.99	94.85	6.71
BOMBNK 5.35 06/25/29	06/25/2029	0.00	0.74	0.00	0.74	0.00	0.74	0.85	0.74	0.00	4.74	0.00	4.74	0.00	4.74
	245	2	0.66%	1	0.44%	1	0.22%	0	0.00%	-1	-0.47%	-5	-1.99%	-11	-4.58%
229083AA8	5.35	100.78	1.73	100.56	2.75	100.34	3.77	100.12	4.82	99.66	5.50	98.13	5.88	95.53	6.54
EVANBT 5.35 06/18/29	06/18/2029	0.00	0.22	0.00	0.22	0.00	0.22	0.24	0.22	0.00	4.72	0.00	4.72	0.00	4.72
	245	13	5.21%	9	3.49%	4	1.78%	0	0.00%	-5	-2.02%	-11	-4.38%	-17	-7.03%
307811KA6	5.00	106.89	0.93	105.14	1.94	103.41	2.96	101.60	4.58	99.55	5.19	97.15	5.93	94.46	6.79
FMBKWI 5 06/14/28	06/14/2028	0.00	1.71	0.00	1.71	0.00	1.71	1.87	3.71	0.00	3.71	0.00	3.71	0.00	3.71
	245	13	5.07%	8	3.34%	4	1.65%	0	0.00%	-4	-1.60%	-8	-3.17%	-12	-4.69%
34520LBC6	5.05	107.12	0.84	105.35	1.85	103.63	2.85	101.95	3.85	100.31	4.85	98.72	5.84	97.17	6.82
FORBBK 5.05 06/15/26	06/15/2026	0.00	1.71	0.00	1.71	0.00	1.71	1.60	1.71	0.00	1.71	0.00	1.71	0.00	1.71
	245	13	5.13%	8	3.37%	4	1.66%	0	0.00%	-4	-1.62%	-8	-3.20%	-12	-4.74%
35634MAE1	5.05	107.21	0.83	105.42	1.84	103.68	2.85	101.98	3.85	100.33	4.84	98.71	5.83	97.15	6.82
FREBNJ 5.05 06/22/26	06/22/2026	0.00	1.73	0.00	1.73	0.00	1.73	1.62	1.73	0.00	1.73	0.00	1.73	0.00	1.73
	245	13	5.04%	8	3.32%	4	1.64%	0	0.00%	-4	-1.59%	-8	-3.15%	-12	-4.66%
38150VUZ0	5.05	107.07	0.84	105.31	1.85	103.60	2.86	101.93	3.86	100.30	4.85	98.72	5.84	97.18	6.83
GS 5.05 06/11/26	06/11/2026	0.00	1.70	0.00	1.70	0.00	1.70	1.59	1.70	0.00	1.70	0.00	1.70	0.00	1.70

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ / Mkt Px / Dur	-300 % Px Δ / Mkt Yld / WAL	-200 $ Amt Δ / Mkt Px / Dur	-200 % Px Δ / Mkt Yld / WAL	-100 $ Amt Δ / Mkt Px / Dur	-100 % Px Δ / Mkt Yld / WAL	Base $ Amt Δ / Mkt Px / Dur	Base % Px Δ / Mkt Yld / WAL	+100 $ Amt Δ / Mkt Px / Dur	+100 % Px Δ / Mkt Yld / WAL	+200 $ Amt Δ / Mkt Px / Dur	+200 % Px Δ / Mkt Yld / WAL	+300 $ Amt Δ / Mkt Px / Dur	+300 % Px Δ / Mkt Yld / WAL
	240	1	0.52%	1	0.35%	0	0.18%	0	0.00%	-1	-0.55%	-5	-2.01%	-10	-4.16%
46656MVH1	5.00	100.52	1.84	100.35	2.87	100.18	3.89	100.00	4.98	99.45	5.19	97.99	5.70	95.83	6.47
JPM 5 11/30/27	11/30/2027	0.00	0.17	0.00	0.17	0.00	0.17	0.25	0.17	0.00	3.17	0.00	3.17	0.00	3.17
	245	5	2.13%	4	1.43%	2	0.73%	0	0.00%	-3	-1.05%	-7	-2.84%	-13	-5.29%
59541KCV7	5.15	102.60	1.40	101.89	2.41	101.19	3.43	100.46	4.51	99.40	5.39	97.60	5.95	95.14	6.73
MIDMIB 5.15 06/12/28	06/12/2028	0.00	0.70	0.00	0.70	0.00	0.70	0.82	0.70	0.00	3.70	0.00	3.70	0.00	3.70
	245	2	0.64%	1	0.43%	1	0.22%	0	0.00%	-1	-0.61%	-6	-2.40%	-13	-5.19%
69503PAB7	5.20	100.71	1.73	100.49	2.75	100.28	3.77	100.06	4.84	99.45	5.33	97.66	5.77	94.87	6.48
PACVYB 5.2 06/14/29	06/14/2029	0.00	0.21	0.00	0.21	0.00	0.21	0.28	0.21	0.00	4.71	0.00	4.71	0.00	4.71
	240	23	9.62%	15	6.28%	7	3.08%	0	0.00%	-7	-2.95%	-14	-5.79%	-21	-8.51%
09582YAV4	4.20	111.32	0.67	107.93	1.68	104.67	2.68	101.55	3.69	98.55	4.68	95.67	5.68	92.91	6.66
RICBVA 4.2 12/28/27	12/28/2027	0.00	3.24	0.00	3.24	0.00	3.24	2.98	3.24	0.00	3.24	0.00	3.24	0.00	3.24
	245	13	5.09%	8	3.35%	4	1.65%	0	0.00%	-4	-1.61%	-8	-3.18%	-12	-4.70%
8562855V9	5.10	107.23	0.84	105.45	1.85	103.72	2.85	102.04	3.85	100.40	4.85	98.80	5.84	97.24	6.82
SBIIN 5.1 06/17/26	06/17/2026	0.00	1.71	0.00	1.71	0.00	1.71	1.61	1.71	0.00	1.71	0.00	1.71	0.00	1.71
	245	35	13.75%	23	8.91%	11	4.33%	0	0.00%	-10	-4.10%	-20	-7.99%	-30	-11.68%
89235MPP0	4.65	118.71	0.61	113.66	1.62	108.88	2.63	104.36	3.63	100.08	4.63	96.02	5.62	92.18	6.61
TOYFBN 4.65 06/13/29	06/13/2029	0.00	4.70	0.00	4.70	0.00	4.70	4.16	4.70	0.00	4.70	0.00	4.70	0.00	4.70
CD	3,415	163	4.70%	107	3.09%	53	1.53%	0	0.00%	-56	-1.62%	-123	-3.55%	-200	-5.76%
	4.99	106.19	1.08	104.55	2.09	102.97	3.11	101.42	4.18	99.79	5.04	97.82	5.83	95.58	6.72
		0.00	1.57	0.00	1.57	0.00	1.57	1.52	1.71	0.00	3.07	0.00	3.07	0.00	3.07
	14,387	2	0.02%	2	0.01%	1	0.01%	0	0.00%	-1	-0.01%	-2	-0.01%	-2	-0.02%
PLMDLLAIF	0.78	100.02	-2.21	100.01	-1.22	100.01	-0.22	100.00	0.78	99.99	1.79	99.99	2.80	99.98	3.81
LAIF	07/31/2024	0.00	0.01	0.00	0.01	0.00	0.01	0.01	0.01	0.00	0.01	0.00	0.01	0.00	0.01
	60,492	10	0.02%	7	0.01%	3	0.01%	0	0.00%	-3	-0.01%	-7	-0.01%	-10	-0.02%
PLMDLLAIF	0.78	100.02	-2.21	100.01	-1.22	100.01	-0.22	100.00	0.78	99.99	1.79	99.99	2.80	99.98	3.81
LAIF	07/31/2024	0.00	0.01	0.00	0.01	0.00	0.01	0.01	0.01	0.00	0.01	0.00	0.01	0.00	0.01
	36,500	6	0.02%	4	0.01%	2	0.01%	0	0.00%	-2	-0.01%	-4	-0.01%	-6	-0.02%
PLMDLLAIF	0.78	100.02	-2.21	100.01	-1.22	100.01	-0.22	100.00	0.78	99.99	1.79	99.99	2.80	99.98	3.81
LAIF	07/31/2024	0.00	0.01	0.00	0.01	0.00	0.01	0.01	0.01	0.00	0.01	0.00	0.01	0.00	0.01
	53,141	137	0.26%	91	0.17%	46	0.09%	0	0.00%	-46	-0.09%	-91	-0.17%	-136	-0.26%
PLMDLCAMP	0.30	100.26	-2.77	100.17	-1.75	100.09	-0.73	100.00	0.30	99.91	1.33	99.83	2.37	99.74	3.41
LAIF - CAMP	10/31/2024	0.00	0.08	0.00	0.08	0.00	0.08	0.09	0.08	0.00	0.08	0.00	0.08	0.00	0.08
Other	164,520	156	0.09%	104	0.06%	52	0.03%	0	0.00%	-52	-0.03%	-103	-0.06%	-155	-0.09%
	0.62	100.09	-2.39	100.06	-1.39	100.03	-0.38	100.00	0.62	99.97	1.64	99.94	2.66	99.91	3.68
		0.00	0.03	0.00	0.03	0.00	0.03	0.03	0.03	0.00	0.03	0.00	0.03	0.00	0.03

Shocked CUSIP Analysis

		-300		-200		-100		Base		+100		+200		+300	
	Par Value	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ
CUSIP	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
Description	Maturity	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL
Total	334,816	5,793	1.75%	3,994	1.20%	2,035	0.61%	0	0.00%	-2,073	-0.63%	-4,168	-1.26%	-6,261	-1.89%
	1.30	100.77	-0.52	100.23	0.43	99.65	1.40	99.04	2.40	98.42	3.39	97.80	4.38	97.17	5.38
	1	0.00	0.59	0.00	0.66	0.00	0.66	0.62	0.71	0.00	0.73	0.00	0.73	0.00	0.73

Portfolio Changes

New Securities 6/2024-9/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent
06406RBN6	Corporate	BK 4.543 02/01/29	02/01/2029	4.54	656,000	100.00	AFS
3130A5DH9					1,950,000	100.00	AFS

Partial Buy6/2024-9/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
PLMDLCAMP	Other	LAIF - CAMP	10/31/2024	0.30	53,140,572	100.00	AFS	Same CUSIP buys

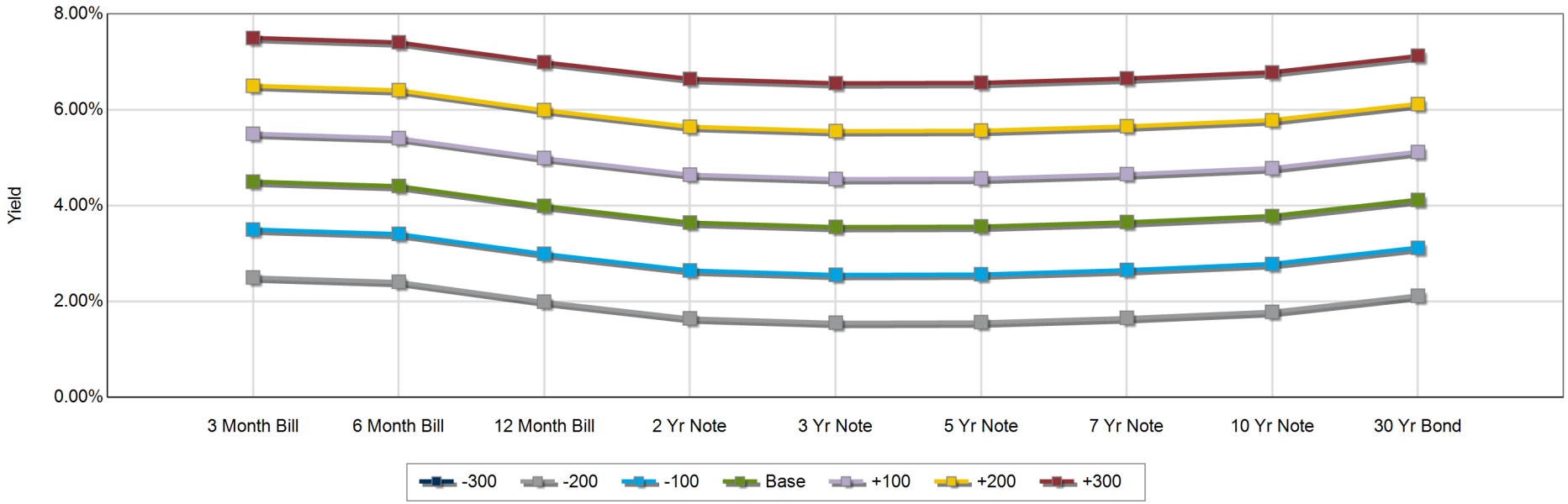
Securities Sold/Redeemed 6/2024-9/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
3130AXAP3	Treasury/Agency	FHLB 5 3/4 09/21/26	09/21/2026	5.75	4,750,000	100.00	AFS	Called
3130AMHH8	Treasury/Agency	FHLB 0.41 08/01/24	08/01/2024	0.41	4,000,000	100.00	AFS	Expired/Matured
PLMDLLAIF	Other	LAIF	07/31/2024	0.78	111,379,177	100.00	AFS	Partial Sale

Shocked Assumptions

	Scenarios						
	Down 300	Down 200	Down 100	Base	Up 100	Up 200	Up 300
Shift Amount	-300	-200	-100	0	100	200	300
Curve Slope Change	0	0	0	0	0	0	0
Shock Horizon	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate
Curve Type	Static	Static	Static	Static	Static	Static	Static
Valuation Date	2024-09-30	2024-09-30	2024-09-30	2024-09-30	2024-09-30	2024-09-30	2024-09-30

Yield Curve Scenarios



Report Assumptions

Assumptions

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

Additional Information

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

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

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

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

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

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

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

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Portfolio Exceptions

	Hld ID	Exception Description	CUSIP	Sector	Sub Sector	Indic Table	Security Description	Par Value	Book Price	Market Price
1	7785771	Called	3133EPKC8	Treasury/Agency	Agency Bullet	AGY	FFCB 5.39 05/18/27	5,000	100.000	100.000
2	8197055	Called	3130A5DH9			AGY	FHLB 2.000 05/18/20 CALd	1,950	100.000	100.000

Portfolio Exceptions Summary

Total Par From Customer	Total Par Excluded	Total Par In Analysis	% Par Excluded	Holding Count From Customer	Holding Count Excluded	Holding Count In Analysis	% Count Excluded
341,766	6,950	334,816	2.03 %	70	2	68	2.86 %

STIFEL

PORTFOLIO REVIEW AND ANALYSIS

City of Palmdale - Successor Agency

Palmdale, CA

As of Date: 09/30/2024 | Pricing as of: 09/30/2024 | Date of Analysis: 10/10/2024

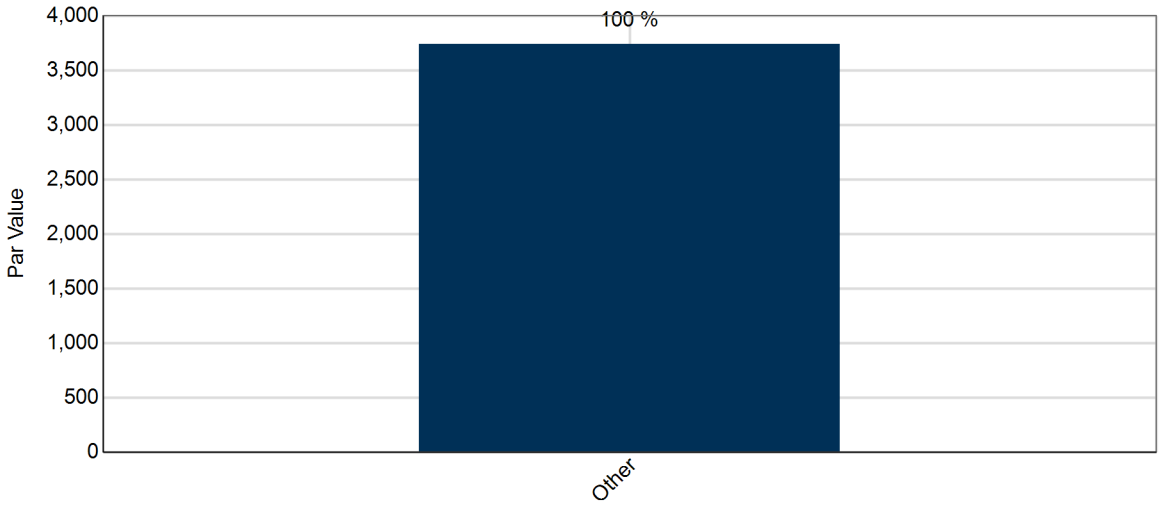
Account Executive: Bill Blackwill



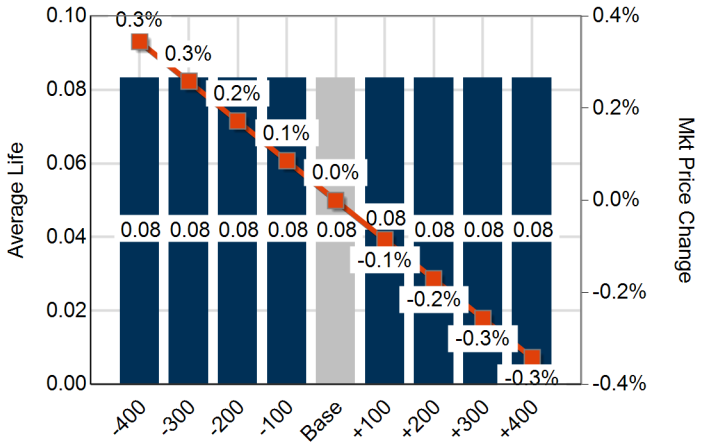
Portfolio Overview

Book Value	3,741
# Securities	1
Average Size (Book)	3,741
Yield at Book	0.78
Market Yield	0.78
$ Gain/Loss	0
% Gain/Loss	0.0%
Average Life	0.08
Average Life +300bps	0.08
% Price Change +100bps	-0.09
% Price Change +300bps	-0.26
Effective Duration	0.09
Effective Convexity	0.00
AFS / HTM%	100% / 0%
Fixed / Floating	100% / 0%
ESG/Green Par (000's)	$0 / $0

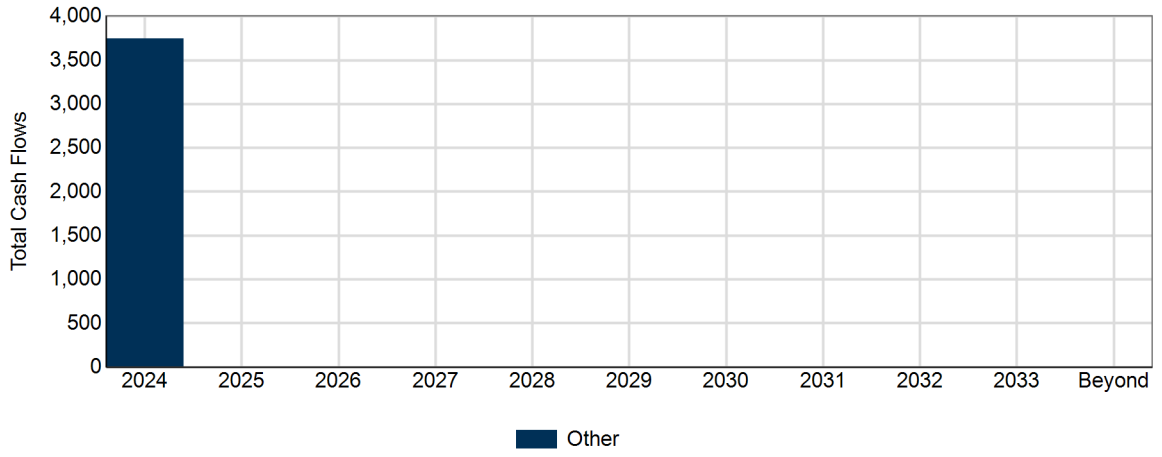
Sector Allocation



Average Life vs Price Sensitivity



Annual Projected Cash Flows By Sector



Historical Portfolio Overview

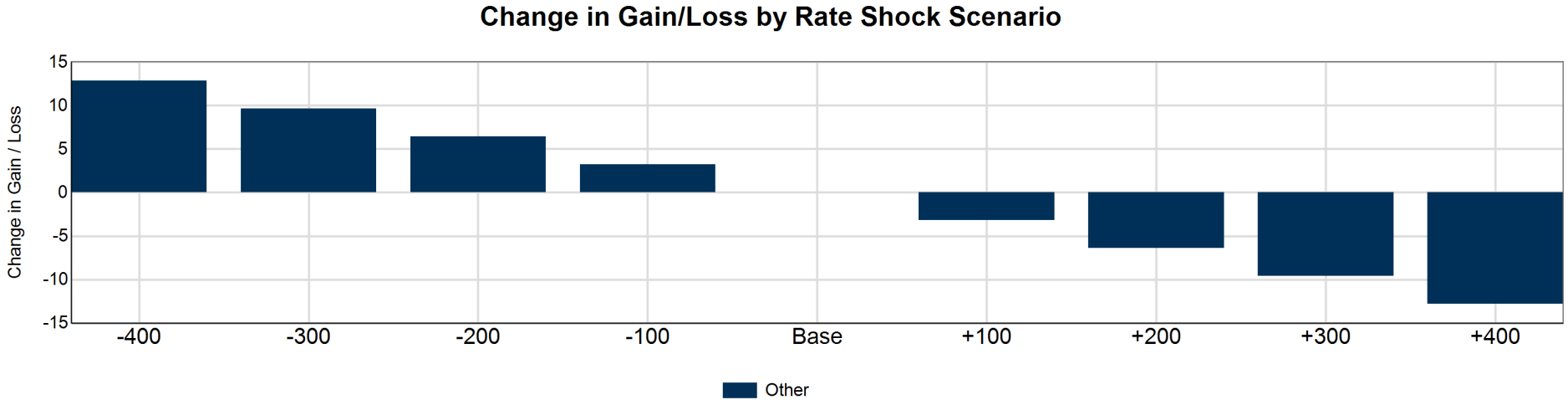
	09/30/2024	06/30/2024	03/31/2024	12/31/2023
Book Value	3,741	8,150	6,283	6,216
Yield at Book	0.78	0.78	0.78	0.78
Yield at Book (+100)	0.78	0.78	0.78	0.78
Yield at Book (+300)	0.78	0.78	0.78	0.78
Yield at Book (-100)	0.78	0.78	0.78	0.78
WAL	0.08	0.08	0.08	0.01
WAL (+100)	0.08	0.08	0.08	0.01
WAL (+300)	0.08	0.08	0.08	0.01
WAL (-100)	0.08	0.08	0.08	0.01
% Price Change (+100)	-0.1%	-0.1%	-0.1%	0.0%
% Price Change (+300)	-0.3%	-0.3%	-0.2%	0.0%
% Price Change (-100)	0.1%	0.1%	0.1%	0.0%
Effective Duration	0.09	0.09	0.08	0.01
Effective Convexity	0.00	0.00	0.00	0.00
$ Gain/Loss	0	0	0	0
% Gain/Loss	0.0%	0.0%	0.0%	0.0%
$ Gain/Loss (+300)	-10	-21	-16	-1
Principal Cash Flow 2 yrs out	100%	100%	100%	100%
Principal Cash Flow 2 yrs out (+100)	100%	100%	100%	100%
Principal Cash Flow 2 yrs out (+300)	100%	100%	100%	100%
Principal Cash Flow 2 yrs out (-100)	100%	100%	100%	100%

Portfolio Sector Summary

Sector	Portfolio %	Par Value	Cpn	Maturity	Book Value	Yield @Bk	Market Value	Yield	% Price Change -100	% Price Change +100	% Price Change +300	Gain/(Loss) $	Gain/(Loss) %	Effective WAL	Effective Dur	Effective Cvx	AFS %
Cash & Other (1)	100.0%	3,741	0.78	0.1 yrs	3,741	0.78	3,741	0.78	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %
Other (1)	100.0%	3,741	0.78	0.1 yrs	3,741	0.78	3,741	0.78	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %
Total (1)	100.0%	3,741	0.78	0.1 yrs	3,741	0.78	3,741	0.78	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %

Shocked Analysis

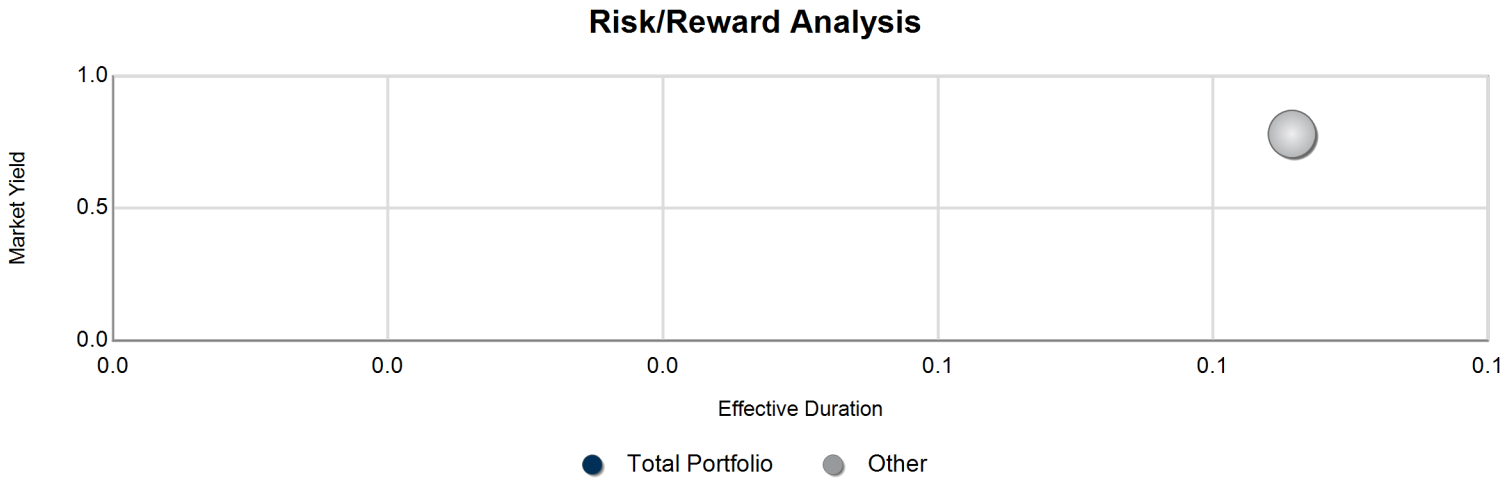
	-300	-200	-100	Base	+100	+200	+300
Par Value	3,741	3,741	3,741	3,741	3,741	3,741	3,741
Book Value	3,741	3,741	3,741	3,741	3,741	3,741	3,741
Market Value	3,750	3,747	3,744	3,741	3,737	3,734	3,731
Gain/(Loss)	10	6	3	0	-3	-6	-10
Gain/(Loss) %	0.3%	0.2%	0.1%	0.0%	-0.1%	-0.2%	-0.3%
Gain/(Loss) % - Chg from Base	0.3%	0.2%	0.1%	0.0%	-0.1%	-0.2%	-0.3%
Book Price	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Yield at Book	0.78	0.78	0.78	0.78	0.78	0.78	0.78
Market Price	100.26	100.17	100.09	100.00	99.91	99.83	99.74
Market Yield	-2.30	-1.28	-0.25	0.78	1.82	2.86	3.90
WAL	0.08	0.08	0.08	0.08	0.08	0.08	0.08
Effective Duration	0.00	0.00	0.00	0.09	0.00	0.00	0.00
Effective Convexity	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Price Risk & Market Value Change by Sector

	AFS						HTM					
	% Change in Market Value from Level					Eff	% Change in Market Value from Level					Eff
Sector	-100	Mkt Value	+100	+200	+300	Dur	-100	Mkt Value	+100	+200	+300	Dur
Other	0.1%	3,741	-0.1%	-0.2%	-0.3%	0.1%						
Total	0.1%	3,741	-0.1%	-0.2%	-0.3%	0.1%						
Scenario Market Val	3,744	3,741	3,737	3,734	3,731							
Scenario Gain/Loss	3	0	-3	-6	-10							

Total Portfolio (AFS + HTM):	
% Change in Market Val from Level	
-200 bps	0.2%
-100 bps	0.1%
Level Market Val	3,741
+100 bps	-0.1%
+200 bps	-0.2%
+300 bps	-0.3%
+400 bps	-0.3%
Effective Duration	*0.09*
Effective Convexity	0.00



Peer Group Comparison

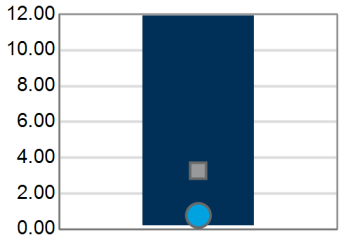
Peer	As of Date	Book Value	G/L %	Yield @Bk	Average Life Base	Average Life -100	Average Life +300	% Price Change -100	% Price Change +100	% Price Change +300	Effective Dur	Effective Cvx	UST Agy	Fix MBS	ARM	Fix CMO	Flt CMO	Agy CMBS	Sm Bus.	Prv Label	Muni	Corp	CD & Oth	% Fixed	% AFS
1	09/24	3,942	-4.3	0.94	1.6	1.6	1.6	1.5	-1.5	-4.3	1.5	0.0	94%	0%	0%	0%	0%	0%	0%	0%	0%	0%	6%	100%	100%
2	07/24	2,976	1.2	5.44	2.0	2.0	2.0	1.9	-1.8	-5.3	1.9	0.1	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
3	06/24	4,514	-1.4	2.08	0.4	0.4	0.4	0.4	-0.4	-1.1	0.4	0.0	89%	0%	0%	0%	0%	0%	0%	0%	0%	0%	11%	100%	100%
4	08/24	2,275	-2.4	2.78	1.8	1.8	1.8	1.7	-1.7	-4.9	1.7	0.0	46%	0%	0%	0%	0%	0%	0%	0%	0%	0%	54%	100%	100%
5	09/24	7,000	-5.1	0.94	1.9	1.9	1.9	1.9	-1.8	-5.3	1.8	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
6	08/24	7,158	-4.0	3.15	3.1	3.1	3.4	2.5	-2.5	-7.6	2.5	-0.1	0%	14%	0%	14%	0%	0%	0%	0%	0%	0%	73%	100%	100%
7	07/24	9,113	-11.5	3.67	6.6	5.8	8.7	3.8	-4.2	-12.7	4.0	-0.3	5%	0%	0%	0%	11%	0%	0%	0%	75%	3%	5%	89%	100%
8	08/24	17,087	-2.0	3.28	1.4	1.2	2.3	1.2	-1.4	-4.7	1.3	-0.2	63%	0%	0%	0%	0%	13%	0%	0%	0%	0%	23%	100%	100%
9	08/24	18,006	0.1	5.27	1.2	1.2	1.2	1.1	-1.1	-3.3	1.1	0.0	5%	0%	0%	0%	0%	0%	0%	0%	17%	0%	78%	100%	100%
10	08/24	22,956	0.0	4.25	4.4	4.2	4.7	3.0	-3.1	-9.1	3.0	-0.1	56%	13%	0%	0%	0%	22%	9%	0%	0%	0%	0%	91%	100%
11	08/24	25,468	-3.4	1.86	1.7	1.7	1.9	1.6	-1.7	-5.0	1.6	0.0	57%	0%	0%	0%	0%	3%	0%	0%	0%	0%	40%	100%	100%
12	08/24	25,468	-3.4	1.86	1.7	1.7	1.9	1.6	-1.7	-5.0	1.6	0.0	57%	0%	0%	0%	0%	3%	0%	0%	0%	0%	40%	100%	100%
13	08/24	28,100	-2.9	0.22	0.7	0.7	0.7	0.7	-0.7	-2.0	0.7	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
14	09/24	31,328	-4.5	1.08	1.9	1.9	1.9	1.7	-1.7	-5.1	1.7	0.0	98%	0%	0%	0%	0%	0%	0%	0%	0%	0%	2%	100%	100%
15	08/24	35,707	-1.1	3.51	1.4	1.4	2.4	1.2	-1.4	-4.7	1.3	-0.2	38%	0%	0%	0%	0%	7%	0%	0%	1%	3%	52%	100%	100%
16	08/24	37,048	-2.1	0.60	0.7	0.7	0.7	0.7	-0.7	-2.0	0.7	0.0	81%	0%	0%	0%	0%	1%	0%	0%	0%	0%	18%	100%	100%
17	09/24	38,221	0.3	3.96	1.4	1.3	1.4	1.3	-1.3	-3.8	1.3	0.0	10%	0%	0%	0%	0%	0%	0%	0%	58%	2%	29%	100%	100%
18	06/24	44,100	-1.6	11.92	1.6	1.3	1.7	1.2	-1.3	-4.0	1.2	-0.1	36%	0%	0%	0%	0%	0%	0%	0%	0%	0%	64%	100%	100%
19	07/24	49,405	-4.2	2.15	2.2	2.1	2.4	1.9	-2.0	-5.9	1.9	0.0	71%	0%	0%	0%	0%	0%	0%	0%	2%	0%	27%	100%	100%
20	08/24	52,575	2.5	5.45	2.6	2.5	2.6	2.3	-2.2	-6.5	2.3	0.1	28%	0%	0%	0%	0%	57%	0%	0%	1%	0%	14%	100%	100%
21	09/24	53,011	-2.3	2.47	1.6	1.4	1.6	1.3	-1.4	-4.3	1.4	-0.1	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%
22	09/24	55,730	0.4	5.07	1.4	1.4	2.5	1.2	-1.4	-4.8	1.3	-0.1	50%	0%	0%	0%	0%	9%	0%	0%	0%	0%	41%	100%	100%
23	06/24	69,890	-3.9	2.72	2.4	2.3	2.4	2.2	-2.1	-6.1	2.1	0.0	78%	0%	0%	0%	0%	0%	0%	0%	20%	0%	3%	100%	100%
24	08/24	99,384	-1.6	2.75	2.0	2.0	2.1	1.8	-1.8	-5.3	1.8	0.0	61%	0%	0%	0%	0%	12%	0%	0%	4%	0%	23%	100%	100%
25	06/24	109,136	-3.0	3.82	2.6	2.4	2.7	2.2	-2.2	-6.5	2.2	-0.1	68%	0%	0%	1%	0%	3%	0%	2%	0%	14%	11%	99%	100%
Avg		33,984	-2.4	3.25	2.0	1.9	2.3	1.7	-1.7	-5.2	1.7	0.0	56%	1%	0%	1%	0%	5%	0%	0%	7%	1%	29%	99%	100%
Port		3,741	0.0	0.78	0.1	0.1	0.1	0.1	-0.1	-0.3	0.1	0.0	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
Diff		-30,243	2.4	-2.47	-1.9	-1.8	-2.2	-1.6	1.6	4.9	-1.6	0.0	-56%	-1%	0%	-1%	0%	-5%	0%	0%	-7%	-1%	71%	1%	0%

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

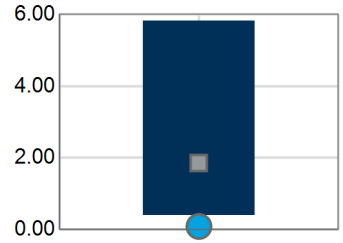
Summary Peer Comparison

Yield and Average Life Peer Comparison

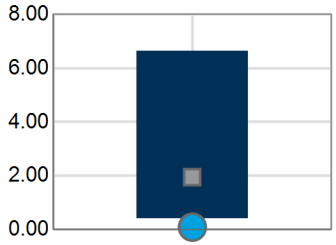
Yield at Book



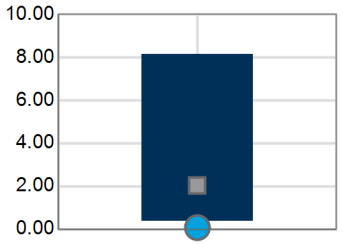
Down 100 Avg Life



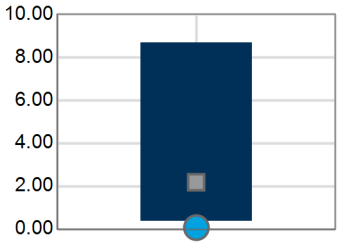
Base Avg Life



Up 100 Avg Life

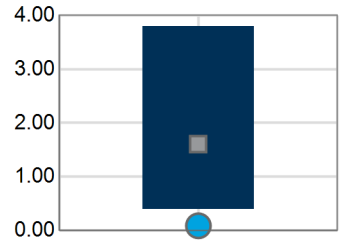


Up 300 Avg Life

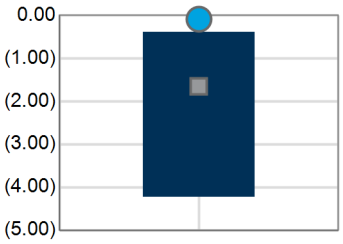


Price Risk Peer Comparison

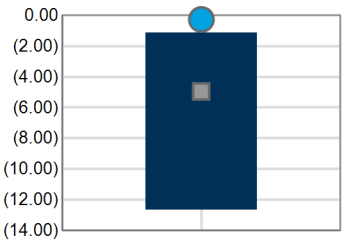
Down 100 Px Chg



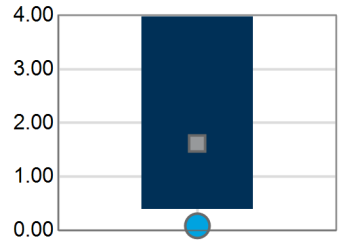
Up 100 Px Chg



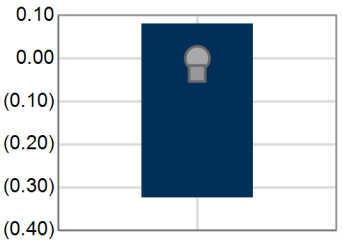
Up 300 Px Chg



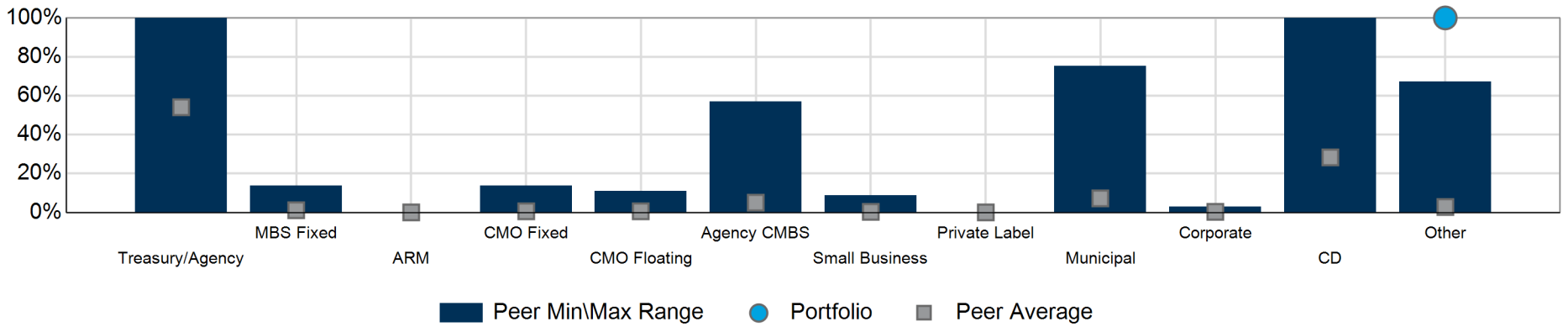
Effective Duration



Effective Convexity



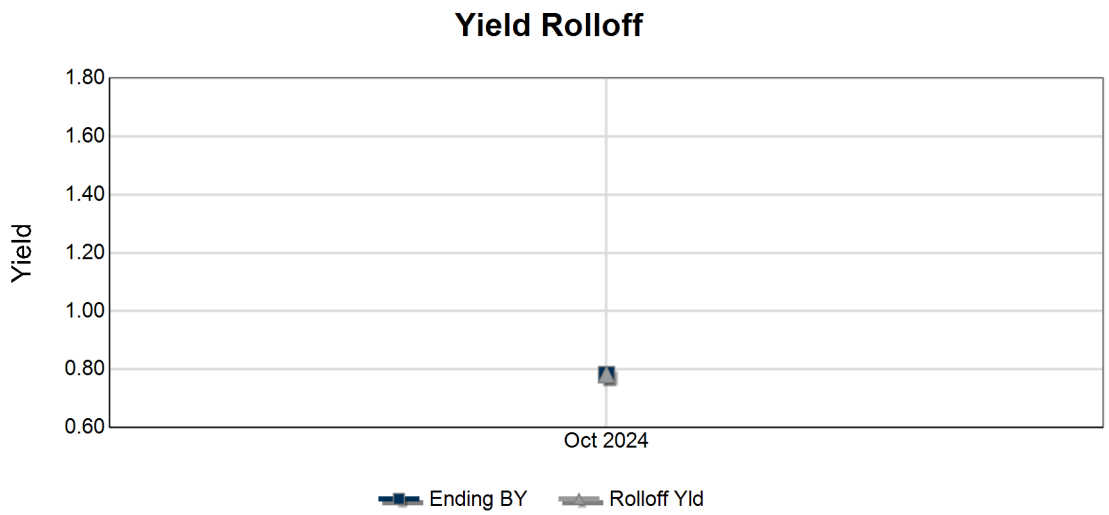
Porfolio vs. Peer Allocations



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

Cash Flow and Rolloff Yield - Next 12 Months

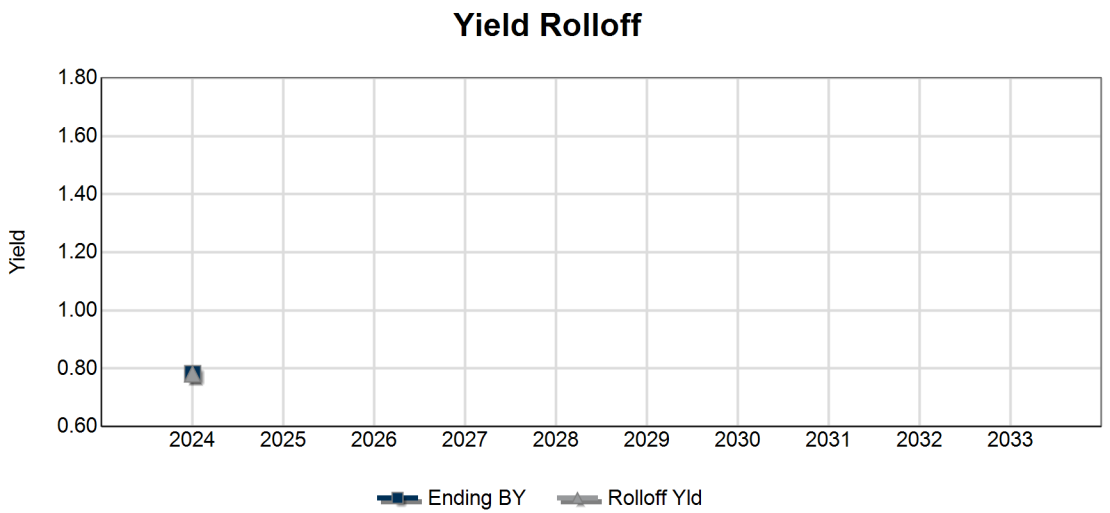
Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Oct 2024	0.78	3,741	0.78	



Shocked Principal and Interest Cash Flow Analysis							
Year	-300	-200	-100	Base	+100	+200	+300
Oct 2024	3,743	3,743	3,743	3,743	3,743	3,743	3,743

Cash Flow and Rolloff Yield - Next 10 Years

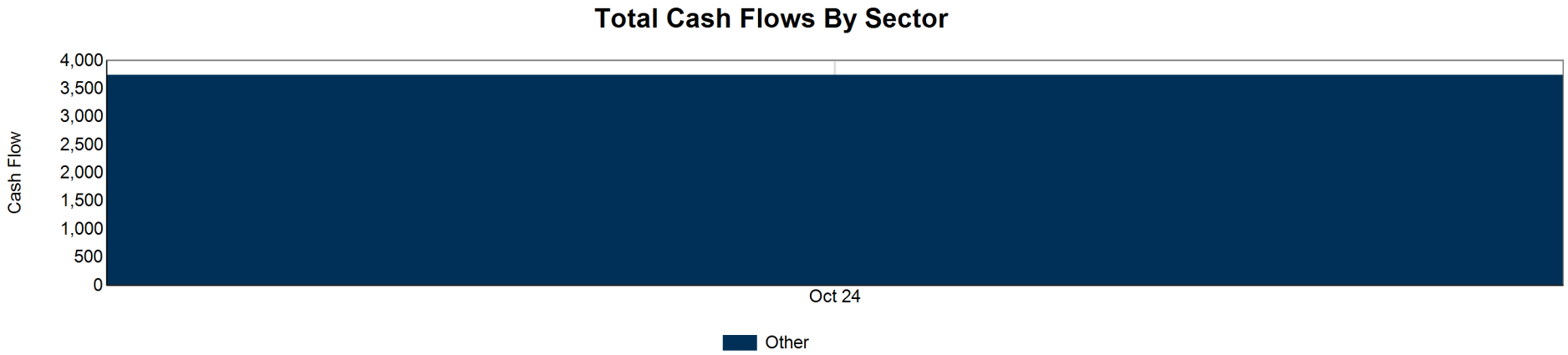
Yield Rolloff				
Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2024	0.78	3,741	0.78	
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				



Shocked Principal and Interest Cash Flow Analysis							
Year	-300	-200	-100	Base	+100	+200	+300
2024	3,743	3,743	3,743	3,743	3,743	3,743	3,743

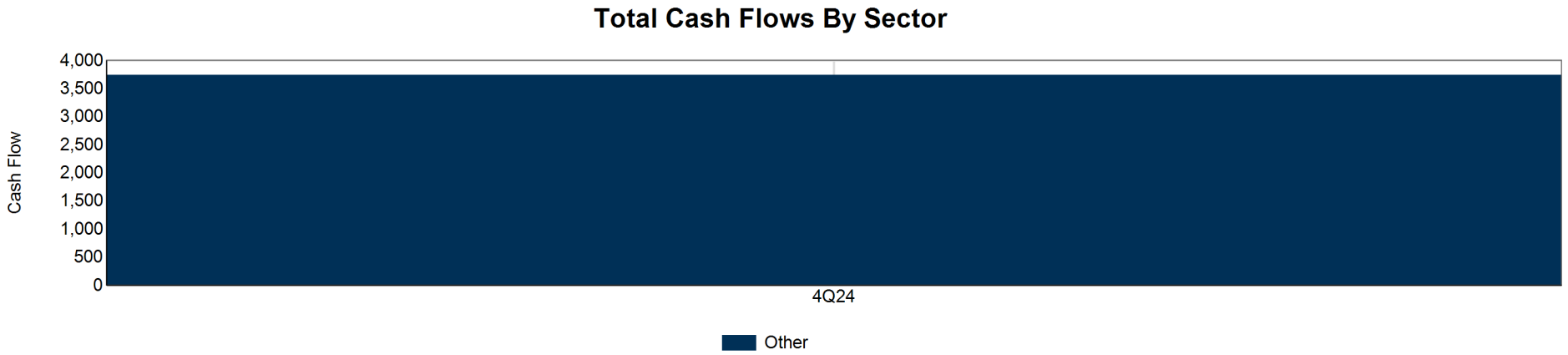
Sector Cash Flow - Next 12 Months

		Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Bk Yld Chg
Other	Cash Flow End BY	3,743												
Total	Cash Flow End BY	3,743												



Sector Cash Flow - Next 3 Years

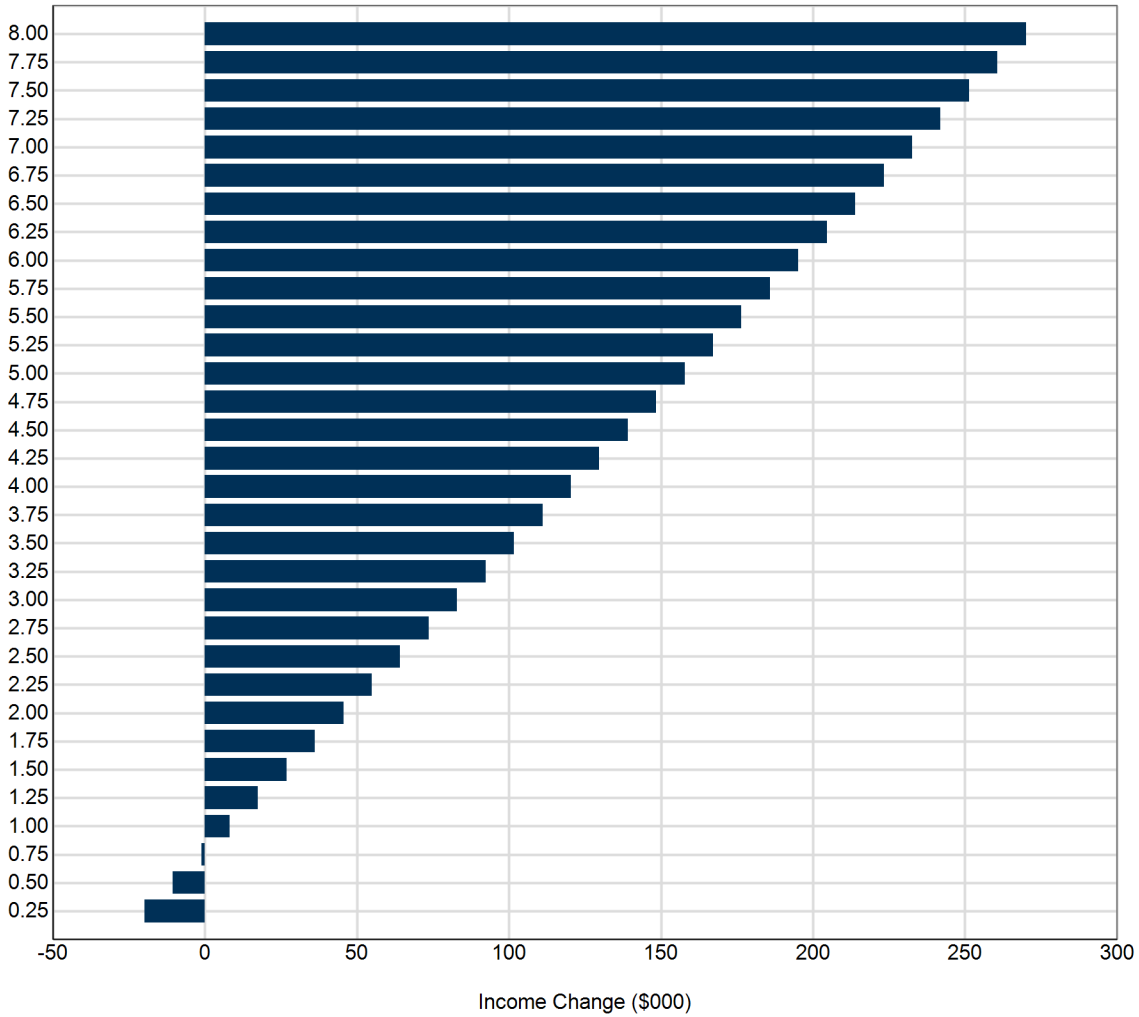
		4Q24	1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	1Q27	2Q27	3Q27	Bk Yld Chg
Other	Cash Flow End BY	3,743												
Total	Cash Flow End BY	3,743												



Gap Analysis - Potential Income Impact of Principal Reinvestment

Principal Maturing(12 Mo.Horizon): $3,741
Current Yield at Book of Principal Maturing: 0.78%
Est. Annual Income at Current Yield at Book: $29

Estimated Impact on Income at Various Reinvestment Yields

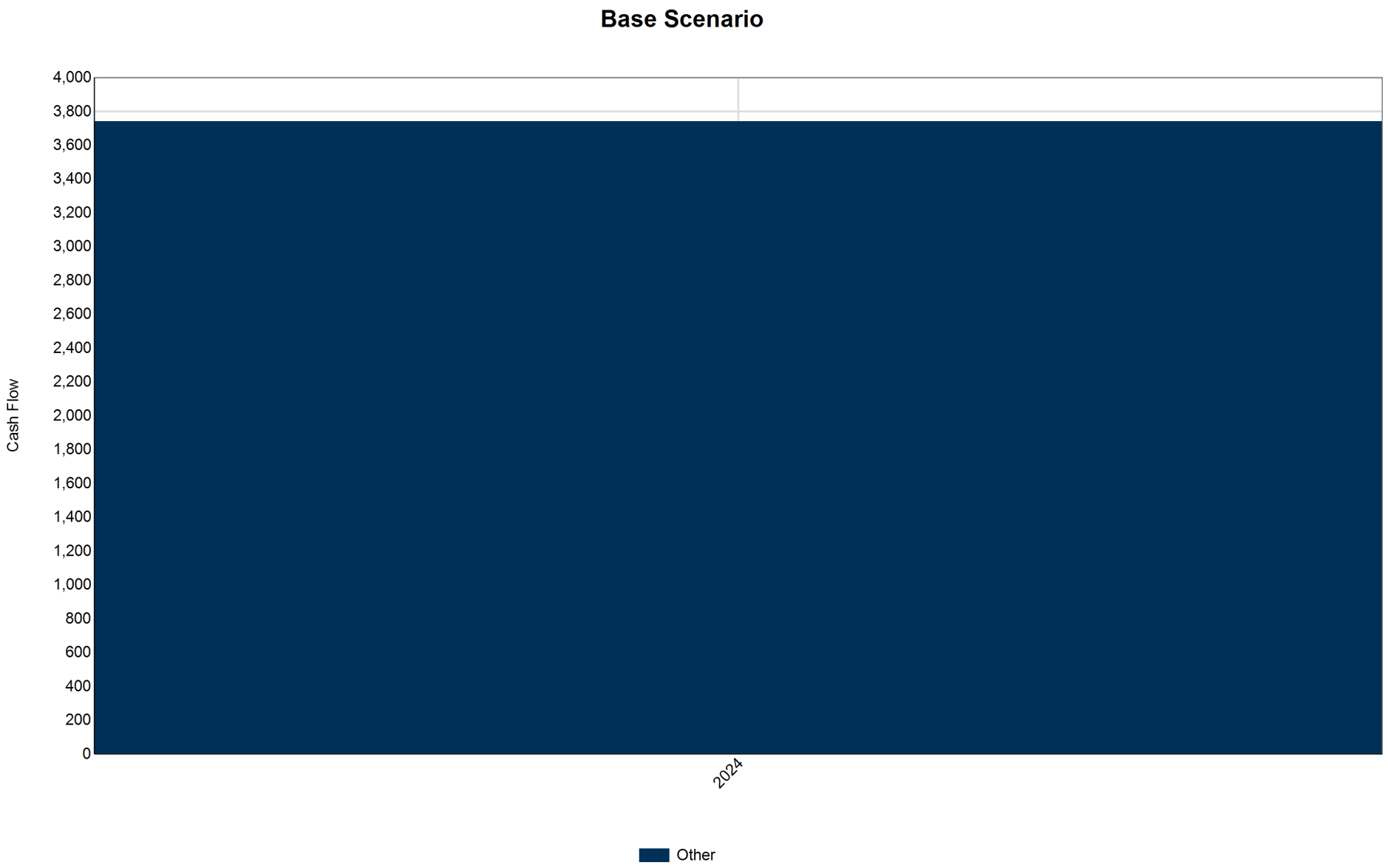


Assumed Reinvestment Yield	Estimated Annualized Income	Income Difference from Current Book	Resulting Yield at Book
0.25	9	-20	0.25
0.50	19	-11	0.50
0.75	28	-1	0.75
1.00	37	8	1.00
1.25	47	18	1.25
1.50	56	27	1.50
1.75	65	36	1.75
2.00	75	46	2.00
2.25	84	55	2.25
2.50	94	64	2.50
2.75	103	74	2.75
3.00	112	83	3.00
3.25	122	92	3.25
3.50	131	102	3.50
3.75	140	111	3.75
4.00	150	120	4.00
4.25	159	130	4.25
4.50	168	139	4.50
4.75	178	148	4.75
5.00	187	158	5.00
5.25	196	167	5.25
5.50	206	177	5.50
5.75	215	186	5.75
6.00	224	195	6.00
6.25	234	205	6.25
6.50	243	214	6.50
6.75	252	223	6.75
7.00	262	233	7.00
7.25	271	242	7.25
7.50	281	251	7.50
7.75	290	261	7.75
8.00	299	270	8.00

Shocked Cash Flows By Sector - Next 10 Years



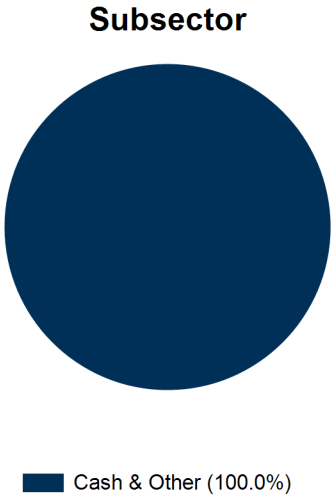
Cash Flows By Sector - Next 30 Years

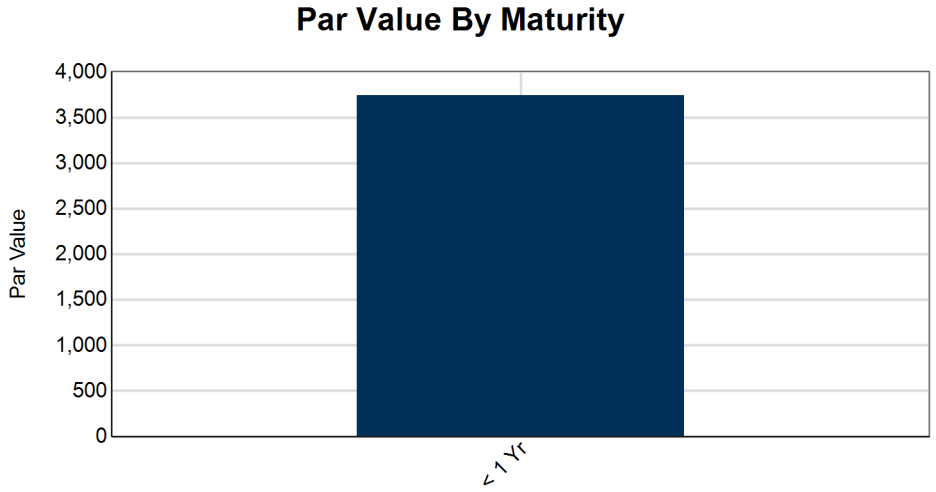


Cash Flow Projection By Month - Next 5 Years



Other - Summary





Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	Px Chg -100 +300	Dur Base + 300	Cvx Base + 300	AFS %
				0.1 yrs	100.00		100.00		0	0.0%	0.08	0.1	0.09	0.00	
Cash & Other (1)	100.0%	3,741	0.78		3,741	0.78	3,741	0.78	-10	-0.3%	0.08	-0.3	0.00	0.00	100.0%
				0.1 yrs	100.00		100.00		0	0.0%	0.08	0.1	0.09	0.00	
Total (1)	100.0%	3,741	0.78		3,741	0.78	3,741	0.78	-10	-0.3%	0.08	-0.3	0.00	0.00	100.0%

Portfolio Considerations

Sector	Cnt	Cpn	Maturity	Par Value	Book Price	Market Price	Gain/ (Loss)	Yield @ Book	WAL	Eff. Dur	Historical CPR 1 Mo.	Historical CPR 3 Mo.	Historical CPR Life	Proj. CPR Life	Loan Count
Yield at Book < 2%	1	0.78	0.1 yrs	3,741	100.00	100.00	0	0.78	0.1	0.09					
Cash & Other	1	0.78	0.1 yrs	3,741	100.00	100.00	0	0.78	0.1	0.09					

Key Portfolio Sorts

Top 10 Up 300 Market Value Changes (%)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLDMLLAIF	Cash & Other	LAIF	0.78	10/31/24	3,741	100.00	100.00	0	0.781	0.08	-0.26	-10	-10	0.09	AFS
			0.78		3,741	100.00	100.00	0	0.781	0.08	-0.26	-10	-10	0.09	

Top 10 Up 300 Market Value Changes ($)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLDMLLAIF	Cash & Other	LAIF	0.78	10/31/24	3,741	100.00	100.00	0	0.781	0.08	-0.26	-10	-10	0.09	AFS
			0.78		3,741	100.00	100.00	0	0.781	0.08	-0.26	-10	-10	0.09	

Key Portfolio Sorts

Top 10 Marked to Market Up 300 Loss Positions

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLDMLLAIF	Cash & Other	LAIF	0.78	10/31/24	3,741	100.00	100.00	0	0.781	0.08	-0.26	-10	-10	0.09	AFS
			0.78		3,741	100.00	100.00	0	0.781	0.08	-0.26	-10	-10	0.09	

Top 10 Average Life Extension Up 300bps

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	% Px Δ +300	Eff. Dur	WAL	WAL +300	Chg in WAL	INT
PLDMLLAIF	Cash & Other	LAIF	0.78	10/31/24	3,741	100.00	100.00	0	0.781	-0.26	0.09	0.08	0.08	0.00	AFS
			0.78		3,741	100.00	100.00	0	0.781	-0.26	0.09	0.08	0.08	0.00	

Other - CUSIP Detail

CUSIP	Ticker	Par Value	Coupon Type Rate	Step Date Rate	Proj.Mat. Final Mat.	Bk Price Bk Value	Yield @ Bk	Mkt Price Mkt Value	Mkt Yield	Gain/(Loss) % $	% Px Δ -100 +300	Effective Dur Cvx	ESG/Gr Intent
			Fixed		10/24	100.00		100.00		0.0%	0.1	0.09	
PLDMLLAIF		3,741	0.780		10/31/24	3,741	0.78	3,741	0.78	0	-0.3	0.00	AFS
						100.00		100.00		0.0%	0.1	0.09	
Cash & Other		3,741	0.780			3,741	0.78	3,741	0.78	0	-0.3	0.00	
						100.00		100.00		0.0%	0.1	0.09	
Total		3,741	0.780			3,741	0.78	3,741	0.78	0	-0.3	0.00	

Shocked CUSIP Analysis

		-300		-200		-100		Base		+100		+200		+300	
CUSIP	Par Value	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ
Description	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
	Maturity	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL	Dur	WAL
	3,741	10	0.26%	6	0.17%	3	0.09%	0	0.00%	-3	-0.09%	-6	-0.17%	-10	-0.26%
PLDMLLAIF	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
LAIF	10/31/2024	0.00	0.08	0.00	0.08	0.00	0.08	0.09	0.08	0.00	0.08	0.00	0.08	0.00	0.08
Other	3,741	10	0.26%	6	0.17%	3	0.09%	0	0.00%	-3	-0.09%	-6	-0.17%	-10	-0.26%
	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
		0.00	0.08	0.00	0.08	0.00	0.08	0.09	0.08	0.00	0.08	0.00	0.08	0.00	0.08
Total	3,741	10	0.26%	6	0.17%	3	0.09%	0	0.00%	-3	-0.09%	-6	-0.17%	-10	-0.26%
	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
	0	0.00	0.08	0.00	0.08	0.00	0.08	0.09	0.08	0.00	0.08	0.00	0.08	0.00	0.08

Portfolio Changes

New Securities 6/2024-9/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent
PLDMLLAIF	Other	LAIF	10/31/2024	0.78	3,740,658	100.00	AFS

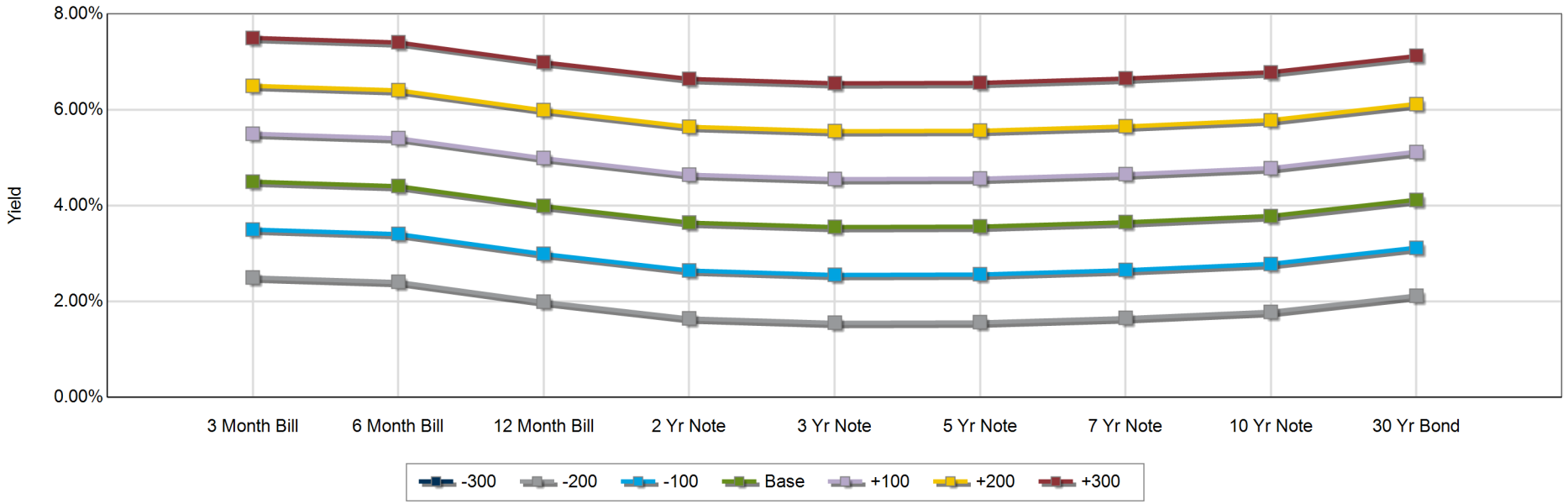
Securities Sold/Redeemed 6/2024-9/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
PLMDLLAIF	Other	LAIF	07/31/2024	0.78	8,150,477	100.00	AFS	Sold/Redeemed

Shocked Assumptions

	Scenarios						
	Down 300	Down 200	Down 100	Base	Up 100	Up 200	Up 300
Shift Amount	-300	-200	-100	0	100	200	300
Curve Slope Change	0	0	0	0	0	0	0
Shock Horizon	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate
Curve Type	Static	Static	Static	Static	Static	Static	Static
Valuation Date	2024-09-30	2024-09-30	2024-09-30	2024-09-30	2024-09-30	2024-09-30	2024-09-30

Yield Curve Scenarios



Report Assumptions

Assumptions

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

Additional Information

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

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

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

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

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

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

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

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City Council Staff Report

DATE: **NOVEMBER 6, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-081, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF CONSIDERATION TO ALTER THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR THE CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 2022-3 (RITTER RANCH PHASE 1 PUBLIC FACILITIES)**

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2024-081, 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).

BACKGROUND

In September 2022, RdR Development Holdings, LLC (RdR), the property owner of the Ritter Ranch property (Project), requested that the City form a new community facilities district for the Phase 1 property portion of the Project to fund public infrastructure and improvements necessary for the development. Phase 1 is expected to include up to 1,180 residential units. The City formed the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities) (“CFD 2022-3”) in late 2022. At the same time, the City formed the City of Palmdale Community Facilities District No. 2022-2 (“CFD 2022-2”) to pay for City services required as a result of the development of Phase 1.

Since the formation of CFD 2022-3, RdR has been involved in discussions with homebuilders and has developed different strategies over time with respect to the tax rates to be levied in Phase 1. RdR has requested that the City proceed with altering the current Amended and Restated Rate and Method of Apportionment of Special Taxes prior to the approval of the first series of Special Tax Bonds for CFD 2022-3 (“Bonds”), expected to be issued in the coming months.

DISCUSSION

During the CFD 2022-3 formation process, special tax rates were established pursuant to a Rate and Method of Apportionment of Special Taxes ("2022 RMA"), which is the document that governs how special taxes will be levied on property within CFD 2022-3. The special tax rates for CFD 2022-3 to pay for Bonds issued to fund public facilities were designed so that the total property tax burden on each dwelling unit will not exceed 2% of the projected/assumed assessed value of such property. This tax burden incorporates all ad valorem taxes – the 1% general levy and any school, college, or AVEK general obligation bond tax levy – as well as any special assessments or fees included on the property tax bill. These additional special assessments also include the special taxes for the City's Services CFD 2022-2, which is contiguous with the property in CFD 2022-3.

By early 2024, RdR had filed Tentative Tract Maps and had a clear idea of the lot sizes in Phase 1. Further, home prices had declined, and to calculate any adjustments to the maximum CFD 2022-3 special tax rates, the City commissioned a new Price Point Study ("2023 PPS") to determine a reasonable sales price for each unit type proposed for Phase 1. As a result of the prices shown in the 2023 PPS, as well as adjustments needed resulting from better lot size information, special tax rates were reduced, and lot size adjustments were made to the 2022 RMA. In addition, RdR requested an additional special tax reduction to be applied to the first three tracts they expected to sell to merchant builders. The City's Special Tax Consultant prepared an Amended and Restated Rate and Method of Apportionment of Special Tax ("Amended RMA") to take these various factors into account and include the special tax rate adjustments. The Amended RMA was approved in March 2024.

Since March 2024, RdR has continued discussions with merchant builders. Although the overall concept is the same – to provide lower taxes for the initial tracts to be sold to homebuilders, the specific tracts that RdR may want to market first may change. To that end, it is beneficial to remove the three specific tracts designated with lower tax rates from the Amended RMA and provide for a tract-by-tract reduction in tax rates administratively when the marketing plan is more clearly defined in early 2025. Achieving this flexibility requires the approval of a Second Amended and Restated Rate and Method of Apportionment of Special Tax ("Second Amended and Restated RMA").

The City Council can now consider adopting a resolution of consideration to alter the Amended RMA for CFD 2022-3 to provide this flexibility.

Future Actions

The resolution sets a time and place for the public hearing on the alteration of the Amended RMA for CFD 2022-3, which is proposed to be December 18, 2024, at 5 pm.

On that date, the City Council will conduct the public hearing and take related actions required to alter the Amended RMA for CFD 2022-3.

FISCAL IMPACT

$0; there is no fiscal impact associated with the proposed action.

Special taxes levied on undeveloped property or developed homes within CFD 2022-3 will pay debt service on Bonds issued to finance public facilities necessary to proceed with the proposed residential development of up to 1,180 new dwelling units. The special taxes levied on property in CFD 2022-3 have no fiscal impact on the City. The issuance of any CFD 2022-3 Bonds will be the subject of a future City Council resolution.

The preparation cost for the Second Amended and Restated RMA is paid from funds deposited with the City by RdR for this purpose

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

Prepared by:	Janelle Samson, Director of Operations
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 2024-081

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024 -081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF CONSIDERATION TO ALTER THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR THE CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 2022-3 (RITTER RANCH PHASE 1 PUBLIC FACILITIES)

WHEREAS, on October 24, 2022, this City Council adopted Resolution No. CC 2022-109 (the "Resolution of Formation") forming City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Improvements) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), for the purpose of financing certain public improvements (the "Facilities"), as further provided in the Resolution of Formation; and

WHEREAS*,* under proceedings pursuant to the Resolution of Formation and the Act, the City Council authorized the levy of a special tax (the "Special Tax") on real property in the District, as specified in the Rate and Method of Apportionment for City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities) (the "Original Rate and Method"), with the proceeds of the Special Tax to be used to pay debt service on special tax bonds issued for the District to finance the Facilities and administrative expenses related to the District; and

WHEREAS*,* on February 21, 2024, this City Council adopted Resolution No. CC 2024-019 to consider proceedings to amend provisions of the Original Rate and Method and adopted an Amended and Restated Rate and Method of Apportionment of Special Taxes (the "Amended Rate and Method"), and such Amended Rate and Method was approved by the voters of the District on March 20, 2024; and

WHEREAS*,* the owner of all of the property in the District, RdR Development Holdings, LLC, has requested that the City Council take the actions necessary to alter the Amended Rate and Method; and

WHEREAS*,* the City Council now desires to undertake the proceedings required by the Act to authorize the District to alter the Amended Rate and Method.

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

SECTION 1. The City Council hereby finds as follows:

(a) The public convenience and necessity require the proposed changes specified in the preceding recitals;

(b) there are not any persons registered to vote within the territory of the District;

(c) pursuant to Section 53326 of the California Government Code, the vote in the special election on the changes which are proposed by this resolution, if it is held, shall, therefore, be by the landowners within the District, with each landowner of record at the close of the public hearing having one vote for each acre or portion of an acre of land that he or she owns within the District; and

(d) that public convenience and necessity require that the Amended Rate and Method be changed.

SECTION 2. The name of the District is "City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities)," and the territory included in the District is as shown on the map of the District recorded on September 26, 2022 in Book 196 of Maps of Assessment and Community Facilities Districts at Page 37 (Instrument No. 20220937555), in the Office of the County Recorder for the County of Los Angeles, State of California.

SECTION 3. It is proposed that the Amended Rate and Method be amended and restated with the adoption of the Second Amended and Restated Rate and Method of Apportionment of the Special Taxes as set forth in Exhibit A attached hereto and by this reference incorporated herein

SECTION 4. Wednesday, December 18, 2024, at 5:00 p.m., in the regular meeting place of this City Council, Council Chambers, City Hall, 38300 Sierra Highway, Suite B, Palmdale, California, are hereby designated as the time and place when and where this City Council, as legislative body for the District, will conduct a public hearing on the proposed alteration of the rate and method of apportionment of the special tax to be as set forth in Exhibit A hereto, and consider and finally determine whether the public interest, convenience and necessity require the amendment and restatement of the Amended Rate and Method, as described above.

SECTION 5. Description of Voting Procedures. Since less than 12 persons are registered to vote within the territory of the District, pursuant to Section 53326 of the California Government Code ("Section 53326"), the vote in the special election on the changes which are proposed by this resolution will be by the landowners of the property

located within the District, with each landowner of record at the close of the public hearing having one vote for each acre or portion of an acre of land that he or she owns within the District, and the special election shall be conducted as a mail ballot election. The special election shall be conducted by the City Clerk. The special election shall be held on the earliest date, following the conclusion of the public hearing, as may be selected by the City Council, pursuant to Section 53326, or such earlier date as the owners of land of the District and the City Clerk agree and concur is acceptable. Pursuant to Section 53326, the special election may be held earlier than 90 days following the close of the public hearing if the qualified electors of the District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors. Pursuant to Section 53326, ballots for the special election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid, or by personal service, and the special election shall be conducted in conformance with the applicable requirements of Section 53326, 53327 and 53327.5 of the California Government Code. The procedures set forth in this section for conducting the special election, if it is held, may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

SECTION 6. The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper of general circulation circulated within the District. The publication of the notice shall be completed at least seven (7) days before the date herein set for the public hearing. The notice shall be substantially in the form of Exhibit B hereto.

SECTION 7. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 06 day of November 2024.

Approved as to form:

_____
William P. Curley, III
City Attorney

_____
Austin Bishop, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 6th day of November, 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____

Rochelle Scott, City Clerk

EXHIBIT A

SECOND AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 2022-3 (RITTER RANCH PHASE 1 PUBLIC FACILITIES)

A Special Tax, as hereinafter defined, shall be levied and collected in the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities) ("CFD No. 2022-3") each Fiscal Year commencing in Fiscal Year 2023/24, in an amount determined by the application of the procedures below. All Taxable Property, as hereinafter defined, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meaning:

"Accessory Dwelling Unit" or "ADU" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for an "Accessory Dwelling Unit" as defined in California Government Code Section 65852.2(j)(1), as may be amended from time to time, that is accessory to a primary Unit. The ADU may be located on the same Assessor's Parcel as the primary Unit that is the primary Unit or on a separate Assessor's Parcel. For purposes of clarification, where an ADU and primary Unit are on the same Assessor's Parcel, the ADU located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel for purposes of the Special Tax. Should an Assessor's Parcel contain only an ADU, such Assessor's Parcel will be taxed as an ADU Unit only.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map. In the event that the Assessor's Parcel Map shows no acreage, the Acreage for any Assessor's Parcel may be determined by the CFD Administrator based upon, in the CFD Administrator's discretion, the applicable condominium plan, final map, parcel map, Assessor's Data or by using available spatial data and GIS.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the administration of CFD No. 2022-3 including, but not limited to, the following: the costs of any paying agents/fiscal agents/trustees related to CFD No. 2022-3 Bond payments (including the fees and expenses of related counsel); the costs of computing the Annual Special Tax Requirement, the Special Taxes and of preparing the collection schedules for the Special Taxes; the costs of collecting the Special Taxes, including any charges levied by the County Auditor's Office, County Tax Collector's Office or County Treasurer's Office; the costs of the City or designee in complying

with the disclosure requirements associated with applicable federal and state securities laws, or otherwise related to CFD No. 2022-3 or CFD No. 2022-3 Bonds; the City's annual administration fees and third party expenses; costs of responding to public inquiries regarding the Special Taxes; the costs of the City or designee related to an appeal of the Special Tax or interpretation of this Rate and Method of Apportionment of Special Taxes; amounts needed to pay any required arbitrage rebate to the federal government related to CFD No. 2022-3 Bonds; the costs associated with the release of funds from any escrow account; and the costs of commencing and pursuing to completion any foreclosure action arising from delinquent Special Taxes in CFD No. 2022-3. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-3 for any other administrative purposes of CFD No. 2022-3.

"Annual Special Tax Requirement" means that amount required in any Fiscal Year for CFD No. 2022-3 to (1) pay Debt Service on all Outstanding CFD No. 2022-3 Bonds due in the Debt Year that commences in such Fiscal Year; (2) pay debt service on bonds expected to be issued by CFD No. 2022-3 due in the Debt Year that commences in such Fiscal Year; (3) Administrative Expenses; (4) provide any amount required to establish or replenish a reserve fund in connection with any CFD No. 2022-3 Bonds; (5) provide an amount equal to reasonably anticipated Special Tax delinquencies based on the delinquency rate for Special Taxes levied in the previous Fiscal Year as determined by the CFD Administrator, as limited by the Act, and without duplicating any amounts described in clauses (3) or (4). The amounts referred to in clauses (1) through (5) of the preceding sentence may be reduced in any Fiscal Year (in the City's sole discretion) by (i) surplus balances in funds and accounts for CFD No. 2022-3 Bonds to the extent that such balances are available to apply against Debt Service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Special Tax, and (iii) any other revenues available to pay Debt Service on the Outstanding CFD No. 2022-3 Bonds or other indebtedness as determined by the CFD Administrator.

"Assessor's Data" means the property characteristic data compiled and maintained by the County Assessor for each Assessor's Parcel, including, but not limited to, Assessor's Parcel Number, Acreage, Building Square Footage, Lot Square Footage and Units.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" or "APN" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Assigned Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Backup Special Tax" means the Backup Special Tax applicable to each Assessor's Parcel of Developed Property, as determined in accordance with the applicable subsection of Section C below.

"Building Permit" means a permit issued by the City for new construction of a residential or non-residential building on an Assessor's Parcel.

"Building Square Feet" or "BSF" means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Building Square Feet shall be made by reference to the building permit(s) issued for such residential dwelling unit. In the event that the building permit does not show Building Square Feet, other records of the City or Assessor's Data shall be used as determined by the CFD Administrator.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Annual Special Tax Requirement, and otherwise providing for the levy and collection of the Special Taxes.

"CFD No. 2022-3" means City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities), established by the City Council pursuant to the Act.

"CFD No. 2022-3 Bonds" means bonds or other Debt (as defined in section 53317 of the Act), whether in one or more series, issued or assumed by or on behalf of the City for CFD No. 2022-3 under the Act, and secured by pledge of the Special Taxes.

"City" means the City of Palmdale, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2022-3.

"County" means the County of Los Angeles, California.

"Debt Service" means for each Debt Year, the total amount of principal and interest due on any Outstanding CFD No. 2022-3 Bonds.

"Debt Year" means the twelve (12) month period ending on the second debt service payment date of each calendar year.

"Developed Property" means, in any Fiscal Year, all Taxable Property in CFD No. 2022-3 for which a Building Permit for new construction was issued by the City prior to March 1 of the preceding Fiscal Year.

"Exempt Property" means all property located within the boundaries of CFD No. 2022-3 which is exempt from the Special Tax pursuant to Section E below.

"Final Map Property" means, in any Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, for which a Final Subdivision Map has recorded prior to January 1 of the preceding Fiscal Year.

"Final Subdivision Map" means a final subdivision map, parcel map or lot line adjustment, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.)* or recordation of a condominium plan pursuant to California Civil Code 4285, that

creates individual lots for which Building Permits may be issued without further subdivision of such property.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"GIS" or "Geographic Information System" means a system designed to capture, store, manipulate, analyze, manage, and present spatial or geographic data.

"Indenture" means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which CFD No. 2022-3 Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Class" means any of the classes listed in Table 1.

"Lot Square Feet" or "LSF" means, for any Assessor's Parcel, the Acreage divided by 43,560.

"Maximum Special Tax" means the Maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Non-Residential Property" means, in any Fiscal Year all Assessor's Parcels of Developed Property for which a building permit(s) was issued for a structure intended for non-residential use.

"Open Space Property" means property within the boundaries of CFD No. 2022-3 which (i) has been designated with specific boundaries and Acreage on a final subdivision map as open space, (ii) has been irrevocably offered for dedication as open space to the federal government, the State, the County, the City, or any other public agency, or (iii) is encumbered by an easement or other restriction required by the City limiting the use of such property to open space.

"Outstanding CFD No. 2022-3 Bonds" means all CFD No. 2022-3 Bonds which are outstanding under and in accordance with the provisions of the Indenture.

"Property Owner's Association" or "POA" means any duly constituted property owner's association. As used in this definition, a Property Owner's Association includes any home-owner's association, condominium owner's association, master or sub-association or non-residential owner's association.

"Property Owner's Association Property" means any property within the boundaries of CFD No. 2022-3 which is (a) owned by a Property Owner's Association or (b) designated with specific boundaries and acreage on a final subdivision map as Property Owner Association Property.

"Proportionately" means, for Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax or the Backup Special Tax is equal. For Final Map Property, "Proportionately" means that the ratio of the actual Special Tax Levy to the Assigned Special Tax or the Backup Special Tax is equal. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal.

"Public Property" means any property within the boundaries of CFD No. 2022-3 which (i) is owned by a public agency, (ii) has been irrevocably offered for dedication to a public agency, or

(iii) is designated with specific boundaries and Acreage on a final subdivision map as property which will be owned by a public agency. For purposes of this definition, a public agency includes the federal government, the State, the County, the City, school districts, or any other governmental agency.

"Rate and Method of Apportionment" means this Second Amended and Restated Rate and Method of Apportionment of Special Taxes for CFD No. 2022-3.

"Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more residential Units.

"Ritter Ranch Specific Plan" means Specific Plan 89-02 approved by the City on March 3, 1992 by Ordinance No. 964, as amended on October 11, 1995 by Ordinance No. 1076 (Specific Plan Amendment 95-1-RR).

"Single Family Residential Attached Property" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for (i) an attached residential structure or (ii) property with a single family attached designation according to the Ritter Ranch Specific Plan including detached and paired townhomes.

"Single Family Residential Detached Property" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for a detached residential structure intended as a single primary Unit.

"Special Tax(es)" means the special tax or special taxes to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 2022-3 to fund the Annual Special Tax Requirement.

"State" means the State of California.

"Taxable Property" means all the Assessor's Parcels within the boundaries of CFD No. 2022-3 that are not exempt from the Special Tax pursuant to law or Section E below.

"Taxable Property Owner Association Property" means all Assessors Parcels of Property Owner Association Property that are not exempt pursuant to Section E herein.

"Taxable Public Property" means all Assessors Parcels of Public Property that are not exempt pursuant to Section E herein.

"Tract" means the reference to a unique number that identifies a particular tentative or Final Subdivision Map.

"Trustee" means the trustee or fiscal agent or paying agent acting as such under the applicable Indenture.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Map Property, Taxable Property Owner Association Property, or Taxable Public Property.

"Unit" means (i) for Single Family Residential Attached Property, an individual single family attached residential unit or property with a single family attached designation according to the Ritter Ranch Specific Plan, (ii) for Single Family Residential Detached Property, an individual single family detached residential unit. The number of Units assigned to each Assessor's Parcel may be determined by (i) referencing Assessor's Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator.

"Welfare Exempt Property" means, in any Fiscal Year, all Parcels within the boundaries of CFD No. 2022-3 that (a) have been granted a welfare exemption by the County under subdivision (g) of Section 214 of the Revenue and Taxation Code indicated in the Assessor's Data finalized as of January 1 of the previous Fiscal Year, and (b) are exempt from the Special Tax pursuant to Section 53340(c) of the Act. Pursuant to Section 53340(c) of the Act, after the issuance of the first series of CFD No. 2022-3 Bonds, as applicable, any Assessor's Parcels that received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code shall not be classified as Welfare Exempt Property and will be subject to the Special Tax.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, the CFD Administrator shall determine the Assessor's Parcel Numbers for all Taxable Property within CFD No. 2022-3 for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Maximum Special Tax shall be assigned to the new Assessor's Parcels Numbers pursuant to Section C. The CFD Administrator shall also determine: (i) which Parcels are Developed Property, Final Map Property, Undeveloped Property, Taxable Property Owner Association Property and Taxable Public Property; (ii) the number of Units or Acreage each Parcel contains; (iii) the property type, i.e., Single Family Residential Attached Property, Single Family Residential Detached Property, Accessory Dwelling Unit, Non-Residential Property, etc.; (iv) the Tract where the Assessor's Parcel is located; and (v) the Annual Special Tax Requirement for the Fiscal Year. The Assigned Special Tax for Single Family Residential Attached Property shall be based on the number of Units on such Assessor's Parcel and the Building Square Feet of the Units located on such Assessor's Parcel and, if applicable, on the Tract where the Assessor's Parcel is located. The Assigned Special Tax for Single Family Detached Property shall be based on the number of Units on such Assessor's Parcel, the Building Square Feet of the Units located on such Assessor's Parcel, the Lot Square Feet of such Assessor's Parcel, and, if applicable, the Tract where the Assessor's Parcel is located. The Assigned Special Tax for Non-Residential Property, Taxable Property Owner Association Property and Taxable Public Property shall be based on the Acreage of the Assessor's Parcel and, if applicable, the Tract where the Assessor's Parcel is located.

C. MAXIMUM SPECIAL TAX RATES

1. Developed Property

The Maximum Special Tax for each Assessor's Parcel of Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax.

a. Assigned Special Tax

The Assigned Special Tax for each Assessor's Parcel of Developed Property is shown in Table 1

TABLE 1
ASSIGNED SPECIAL TAX FOR DEVELOPED PROPERTY
FISCAL YEAR 2025/26

Land Use Class	Description	Building Square Feet	Lot Square Feet	Assigned Special Tax
1-A	Single Family Attached Property	>= 1,900 BSF	N/A	$2,692.56 per Unit
2-A	Single Family Attached Property	< 1,900 BSF	N/A	$2,140.10 per Unit
1-B	Single Family Detached Property	>= 2,600 BSF	<= 5,999 LSF	$3,519.67 per Unit
2-B	Single Family Detached Property	=2,300 - < 2,600 BSF	<= 5,999 LSF	$3,172.18 per Unit
3-B	Single Family Detached Property	< 2,300 BSF	<= 5,999 LSF	$2,758.10 per Unit
1-C	Single Family Detached Property	>= 3,300 BSF	> 5,999 - = 6,999 LSF	$4,253.16 per Unit
2-C	Single Family Detached Property	=3,000 - < 3,300 BSF	> 5,999 - = 6,999 LSF	$3,977.45 per Unit
3-C	Single Family Detached Property	< 3,000 BSF	> 5,999 - = 6,999 LSF	$3,563.37 per Unit
1-D	Single Family Detached Property	>= 3,300 BSF	> 6,999 LSF	$4,597.53 per Unit
2-D	Single Family Detached Property	< 3,300 BSF	> 6,999 LSF	$4,037.79 per Unit
1-E	Accessory Dwelling Unit	N/A	N/A	See below
2-E	Non-Residential Property	N/A	N/A	$23,441.25 per Acre

The Assigned Special Tax for an Accessory Dwelling Unit shall be calculated as a percentage of the Assigned Special Tax for the primary Unit the ADU is accessory to, based on Building Square Footage. For example, if a primary Unit in Land Use Class 1-A of 2,000 BSF has an ADU of 800 BSF, the Assigned Special Tax for the ADU shall be calculated by the following steps:

1. 800 BSF / 2,000 BSF = 0.40 or 40%
   $2,692.56 Assigned Special Tax per Unit x 40% = $1,077.02 Assigned Special Tax for such ADU

b. <u>Backup Special Tax</u>

The Fiscal Year 2025/26 aggregate Backup Special Tax attributable to property within a Final Subdivision Map will equal $23,441.25 multiplied by the Acreage of all Taxable Property located within such Final Subdivision Map, excluding Acreage associated with current or expected Taxable Public Property and Taxable Property Owner Association Property.

The Backup Special Tax for each Assessor's Parcel of Residential Property in a Final Subdivision Map shall be computed by dividing the aggregate Backup Special Tax attributable to all Assessor's Parcels of Taxable Property for which building permits for residential construction have or may be issued, as determined in the preceding paragraph, by the number of such Assessor's Parcels (i.e., the number of residential lots).

Notwithstanding the foregoing, if all or any portion of a Final Subdivision Map is subsequently changed or modified, then the Backup Special Tax for each Assessor's Parcel of Residential Property in such Final Subdivision Map, or the portion thereof that is changed or modified, shall be a rate per Acre calculated as follows:

1. Determine the total Backup Special Taxes anticipated to apply to the changed or modified portion of the Final Subdivision Map prior to the change or modification.
2. Divide the amount determined pursuant to paragraph 1 above by the total Acreage of Residential Property excluding Taxable Public Property and Taxable Property Owner Association Property which is ultimately expected to exist in such changed or modified Final Subdivision Map area, as reasonably determined by the CFD Administrator.

The result is the Backup Special Tax per Acre which shall be applicable to all Assessor's Parcels of Residential Property in such changed or modified Final Subdivision Map.

c. Increase in the Assigned Special Tax and Backup Special Tax

On each July 1, commencing on July 1, 2026 and ending on 2038/39, the Assigned Special Tax and the Backup Special Tax for Developed Property and Final Map Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

d. Multiple Land Use Classes

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Special Tax levied on an Assessor's Parcel shall be the sum of the Special Tax for all Land Use Classes located on that Assessor's Parcel.

2. Final Map Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel of Final Map Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property shall be $23,441.25 per Acre in Fiscal Year 2025/26.

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2026 and ending on 2038/39, the Maximum Special Tax for Final Map Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

Commencing with Fiscal Year 2025/26 and for each following Fiscal Year, the CFD Administrator shall determine the Annual Special Tax Requirement and shall levy the Special Tax until the amount of the Special Tax levied equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Assigned Special Tax to satisfy the Annual Special Tax Requirement.

Second: If additional monies are needed to satisfy the Annual Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Map Property at a rate up to 100% of the Maximum Special Tax for Final Map Property to satisfy the Annual Special Tax Requirement.

Third: If additional monies are needed to satisfy the Annual Special Tax Requirement after the second step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at a rate up to 100% of the Maximum Special Tax for Undeveloped Property to satisfy the Annual Special Tax Requirement.

Fourth: If additional monies are needed to satisfy the Annual Special Tax Requirement after the first three steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased in equal percentages from the applicable Assigned Special Tax up to 100% of the Maximum Special Tax for each such Assessor's Parcel to satisfy the Annual Special Tax Requirement.

Fifth: If additional monies are needed to satisfy the Annual Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied on each Assessor's Parcel of Taxable Property Owner Association Property at a rate up to 100% of the Maximum Special Tax for Taxable Property Owner Association Property to satisfy the Annual Special Tax Requirement.

Sixth: If additional monies are needed to satisfy the Annual Special Tax Requirement after the first five steps have been completed, then the Special Tax shall be levied Proportionately on all Taxable Public Property at a rate up to 100% of the Maximum Special Tax for Taxable Public Property to satisfy the Annual Special Tax Requirement.

E. EXEMPTIONS

1. No Special Tax shall be levied on up to 35.20 Acres of Property Owner Association Property, and up to 120.70 Acres of Public Property. Tax-exempt status will be assigned by the CFD

Administrator in the chronological order in which property becomes Property Owner Association Property, or Public Property.

2. Property Owner Association Property, that is not exempt from the Special Tax under this section, or pursuant to the Act, shall be classified as Taxable Property Owner Association Property. Taxable Property Owner Association Property shall be subject to the levy of the Special Tax and shall be taxed Proportionately as part of the fifth step in Section D above, at up to 100% of the applicable Maximum Special Tax for Taxable Property Owner Association Property.

3. Public Property, that is not exempt from the Special Tax under this section, or pursuant to the Act, shall be classified as Taxable Public Property. Taxable Public Property shall be subject to the levy of the Special Tax and shall be taxed Proportionately as part of the sixth step in Section D above, at up to 100% of the applicable Maximum Special Tax for Taxable Public Property.

4. No Special Tax shall be levied on any Assessor's Parcel in any Fiscal Year in which such Assessor's Parcel is classified as Welfare Exempt Property.

F. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct with respect to one or more specific Assessor's Parcels. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Taxes theretofore levied on the Assessor's Parcel(s). In addition, during the term of the appeal process, all Special Tax levied must be paid for the subject Assessor's Parcel(s) prior to delinquency.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City requires the Special Tax to be modified or changed in favor of the property owner, then an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The City may, by resolution or ordinance, interpret, clarify and/or revise this Rate and Method of Apportionment to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Taxes, method of apportionment, classification of Assessor's Parcels, or any definition used herein, as long as once CFD No. 2022-3 Bonds have been issued such correction does not materially adversely affect the levy and collection of Special Taxes on any Assessor's Parcel

needed to repay the CFD No. 2022-3 Bonds. In addition, the interpretation and application of any section of this document shall be at the CFD Administrator's discretion.

H. MANNER OF COLLECTION

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, that the CFD Administrator may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD No. 2022-3. The City may covenant to foreclose and may actually foreclose or cause an action for foreclosure to be prosecuted in respect of Assessor's Parcels of Taxable Property that are delinquent in the payment of the Special Tax.

I. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section I:

"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by CFD No. 2022-3.

"Buildout" means the state of maximum development of CFD No. 2022-3 and any property annexed thereto, based on plans and anticipated development.

"CFD Public Facilities Cost" means $68,048,940 for CFD No. 2022-3, expressed in 2024 dollars, which shall increase by the annual percentage change in the Construction Inflation Index on July 1, 2025 and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide the public facilities to be provided by CFD No. 2022-3 under the authorized bonding program for CFD No. 2022-3, or (ii) shall be determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the calendar year which ends in the previous Fiscal Year, but not less than zero percent. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means, as of the date of prepayment, the CFD Public Facilities Costs minus the proceeds of any Previously Issued CFD No. 2022-3 Bonds which were, at the time of issuance, available to the City for Authorized Facilities.

"Previously Issued CFD No. 2022-3 Bonds" means all Outstanding CFD No. 2022-3 Bonds that have been issued by CFD No. 2022-3 prior to the date of prepayment.

1. Prepayment in Full

The Special Tax obligation of an Assessor's Parcel of Developed Property, Taxable Public Property, Final Map Property, or Undeveloped Property for which a Building Permit has been issued, may be prepaid and permanently satisfied as described herein; provided that

there are no delinquent installments of the Special Tax with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 45 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. Prepayment must be made not less than 75 days prior to the next occurring date that notice of redemption of Outstanding CFD No. 2022-3 Bonds, if any. Proceeds of such prepayment may be given to the Trustee pursuant to the Indenture. If a prepayment is made prior to the issuance of CFD No. 2022-3 Bonds, the Redemption Premium, Interest Amount, Reserve Fund Credit and Capitalized Interest Credit as calculated below, shall be zero. The CFD Administrator may charge the property owner requesting a prepayment calculation a fee for providing this service.

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount	
	Plus	Future Facilities Amount
	plus	Redemption Premium
	plus	Interest Amount
	plus	Administrative Fees and Expenses
	less	Reserve Fund Credit
	less	Capitalized Interest Credit
Total:	equals	Special Tax Prepayment Amount

As of the proposed date of prepayment, the Special Tax Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

Step Number:

1. Confirm that no Special Tax delinquency apply to such Assessor’s Parcel, and if delinquencies are applicable compute all amounts due, including interest and penalties.

2. For Assessor’s Parcels of Developed Property and Taxable Public Property compute the Assigned Special Tax and Backup Special Tax. For Assessor’s Parcels of Final Map Property, and Undeveloped Property to be prepaid, compute the Assigned Special Tax and Backup Special Tax for that Assessor’s Parcel as though it was already designated as Developed Property, based upon the building permits issued for that Assessor’s Parcel.

3. a. Divide the Assigned Special Tax computed pursuant to Step 2 by the total estimated Assigned Special Tax for CFD No. 2022-3 based on the Developed Property Special Tax which could be charged in the current Fiscal Year on all expected development through Buildout of CFD No. 2022-

   b. Divide the Backup Special Tax computed pursuant to Step 2 by the total estimated Backup Special Tax for CFD No. 2022-3 based on the Developed Property Special Tax which could be charged in the current Fiscal Year on all expected development through Buildout of CFD No. 2022-

c. Determine which quotient computed pursuant to Step 3.a or 3.b is larger (the "Maximum Special Tax Percentage").

4. Multiply the Maximum Special Tax Percentage by the Outstanding CFD No. 2022-3 Bonds to compute the principal amount of Outstanding CFD No. 2022-3 Bonds to be redeemed (the *"Bond Redemption Amount"*).

5. Compute the Future Facilities Costs.

6. Multiply the Maximum Special Tax Percentage by the total Future Facilities Costs to compute the Future Facilities amount to be prepaid (the *"Future Facilities Amount"*).

7. Multiply the Bond Redemption Amount computed pursuant to Step 4 by the applicable redemption premium, if any, on the Outstanding CFD No. 2022-3 Bonds to be redeemed (the "*Redemption Premium*") determined by reference to the Indenture.

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding CFD No. 2022-3 Bonds (the "*Interest Amount*").

9. Verify the administrative fees and expenses, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming the Outstanding CFD No. 2022-3 Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "*Administrative Fees and Expenses*").

10. If reserve funds for the Outstanding CFD No. 2022-3 Bonds held under the Indenture, if any, are at or above 100% of the then reserve requirement (as required by the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve requirement for the Outstanding CFD No. 2022-3 Bonds to be redeemed pursuant to the prepayment (the "*Reserve Fund Credit"*). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the applicable reserve requirement on the prepayment date or if the Reserve Fund is satisfied by a credit instrument rather than cash funded.

11. If any capitalized interest for the Outstanding CFD No. 2022-3 Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the Maximum Special Tax Percentage by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").

12. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 4, 6, 7, 8 and 9 less the amount computed pursuant to Steps 10 and 11 (the " *Prepayment Amount*").

13. From the Prepayment Amount, the amounts computed pursuant to Step 6 shall be used by the City to pay for Future Facilities Costs. The amounts computed pursuant to Steps 4, 6, 7 and 8 shall be deposited into the appropriate fund as established under the Indenture and be used to redeem Outstanding CFD No. 2022-3 Bonds or make Debt Service payments.

The amount computed pursuant to Step 9 shall be retained by the City for the payment of Administrative Fees and Expenses.

The Special Tax Prepayment Amount may be sufficient to redeem other than a $5,000 increment of Outstanding CFD No. 2022-3 Bonds. In such cases, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Outstanding CFD No. 2022-3 Bonds or to make Debt Service payments.

Current year Special Taxes that are not yet paid will remain outstanding and will be collected in the manner billed. With respect to any Assessor's Parcel that is prepaid, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act to indicate the prepayment of the Special Tax and the obligation of such Assessor's Parcel satisfied.

Notwithstanding the foregoing, no prepayment will be allowed unless the Maximum Special Tax that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.1 times the maximum annual Debt Service on all Outstanding CFD No. 2022-3 Bonds plus annual Administrative Expenses, as reasonably estimated by the CFD Administrator.

2. Prepayment in Part

The Special Tax may be partially prepaid, provided that a partial prepayment may be made only after all authorized CFD No. 2022-3 Bonds have been issued and only for Assessor's Parcels of Developed Property, Final Map Property, Taxable Public Property and Undeveloped Property for which a Building Permit has been issued and only if there are no delinquent Annual Special Taxes with respect to such Assessor's Parcel at the time of partial prepayment. The amount of the prepayment shall be calculated as in Section I.1; except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meaning:

PP = the partial prepayment
P_E = the Special Tax Prepayment Amount calculated according to Section I.1
F = the Maximum Special Tax Percentage

The Special Tax partial prepayment amount must be sufficient to redeem at least a $5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such partial prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax and the percentage by which the Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax for an Assessor's Parcel within 45 days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the prepayment funds remitted according to Section I.1, and (ii) indicate in the records of CFD No. 2022-3 that there has been a partial prepayment of the Special Tax and that a portion of the Special

Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

J. SPECIAL TAX REDUCTION

The following definitions apply to this Section J:

"Issuance Date" means the date a bond purchase contract related to the sale of the CFD No. 2022-3 Bonds is entered into between the purchaser of the CFD No. 2022-3 Bonds and CFD No. 2022-3.

"Plan Type" means a discrete residential plan type (generally consisting of residential dwelling units that share a common product type (e.g., detached, condominium) and that have nearly identical amounts of living area) that is constructed or expected to be constructed within CFD No. 2022-3 as identified in the Price Point Study.

"Price Point Consultant" means any consultant or firm of such consultants selected by the City that (a) has substantial experience in performing price point studies for residential units within community facilities districts or otherwise estimating or confirming pricing for residential units in community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential units in community facilities districts, (c) is in fact independent and not under the control of CFD No. 2022-3 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD 2022-3, (ii) the City, (iii) any owner of real property in CFD No. 2022-3, or (iv) any real property in CFD No. 2022-3, and (e) is not connected with CFD No. 2022-3 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 2022-3 or the City.

"Price Point Study" means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant which (a) sets forth the Plan Types constructed or expected to be constructed within CFD No. 2022-3, (b) sets forth the estimated number of constructed and expected residential dwelling units for each Plan Type, (c) sets forth such Price Point Consultant's estimate of the Price Point for each Plan Type and (d) uses a date for establishing such Price Points that is no earlier than 30 days and no later than 180 days prior to the date the Price Point Study is delivered to the CFD Administrator pursuant to Section C herein.

"Total Effective Tax Rate" means, for a Plan Type, the quotient of (a) the Total Tax Burden for such Plan Type divided by (b) the Price Point for such Plan Type, converted to a percentage.

"Total Tax Burden" means, for any Unit of Single Family Residential Property, the sum of the Assigned Special Tax, together with ad valorem property taxes, special assessments, special taxes for any overlapping community facilities district, and any other taxes, fees and charges, and excluding services charges such as sewer and trash, which are collected by the County via property tax bills and which are payable from and secured by the property, assuming such Unit of Single Family Residential Property has been completed, sold and subject to such levies and impositions.

Special Tax Reduction Calculation

Prior to the issuance of the first series of CFD No. 2022-3 Bonds, the following steps shall be taken for each Land Use Class of Residential Property in CFD No. 2022-3:

A. Mandatory Calculation Based on Price Point Study:
   1. At least 30 days prior to the expected Issuance Date of the first series of CFD No. 2022-3 Bonds, CFD No. 2022-3 shall cause a Price Point Study to be delivered to the CFD Administrator.
   2. As soon as practicable after receipt of the Price Point Study, the CFD Administrator shall calculate the Total Tax Burden and Total Effective Tax Rate for each Plan Type.
   3. Separately, for each Land Use Class of Residential Property, the CFD Administrator shall determine whether or not the Total Effective Tax Rate for all Plan Types in a Land Use Class is less than or equal to 2.00%.
      a. If the Total Effective Tax Rate for all Plan Types in a Lands Use Class is less than or equal to 2.00%, then there shall be no change in the Assigned Special Tax for such Land Use Class.
      b. If the Total Effective Tax Rate for any Plan Type in a Land Use Class is greater than 2.00%, the CFD Administrator shall calculate a revised Assigned Special Tax for such Land Use Class which revised Assigned Special Tax shall be the highest amount (rounded to the nearest whole dollar) that will not cause the Total Effective Tax Rate for any Plan Type in such Land Use Class to exceed 2.00%.
      c. For each Land Use Class group (i.e., A, B, C or D) as shown in Table 1, if the revised Assigned Special Tax amounts result in a situation in which the Assigned Special Tax for a particular Land Use Class of Residential Property would be less than the Assigned Special Tax for the numerical Land Use Class of Residential Property directly above it for such Land Use Class (e.g., the Assigned Special Tax for Land Use Class 1-B is less than the Assigned Special Tax for Land Use Class 2-B), then the Assigned Special Tax for the higher numbered Land Use Class shall be revised to be equal to the Assigned Special Tax for the lower numbered Land Use Class (i.e., the Assigned Special Tax for Land Use Class 2-B shall be revised to be equal to the updated Assigned Special Tax for Land Use Class 1-B).
   4. If the Assigned Special Tax for any Land Use Class is revised pursuant to step 3.b. or 3.c. above, the CFD Administrator shall calculate a revised Backup Special Tax for all property. The revised Backup Special Tax per Acre shall be an amount (rounded to the nearest whole dollar) equal to the Backup Special Tax per Acre as set forth in Section C above, reduced by a percentage equal to the weighted average percentage reduction in the Assigned Special Taxes for all Land Use Classes of Residential Property resulting from the calculations in steps 3.a. through 3.c. above. The weighted average percentage will be calculated by taking the sum of the products of the number of units constructed or expected to be constructed in each Land Use Class multiplied by the percentage change in the Assigned Special Tax (pursuant to step 3.b. or 3.c. above) for each Land Use Class (or 0 for Land Use Classes that are not changing). This amount is then divided by the total number of units constructed or expected to be constructed and converted to a percentage.
   5. If the Assigned Special Tax for any Land Use Class is revised pursuant to step 3.b. or 3.c. above, the CFD Administrator shall prepare and execute a Certificate of Reduction in Special Taxes substantially in the form of Attachment A hereto and shall deliver such

Certificate of Reduction in Special Taxes to CFD No. 2022-3. The Certificate of Reduction in Special Taxes shall be completed for all Land Use Classes and shall set forth, as applicable, either (i) the reduced Assigned Special Tax for a Land Use Class as calculated pursuant to step 3.b. or 3.c., or (ii) the Assigned Special Tax as identified in Table 1 in Section C for a Land Use Class that was not revised as determined pursuant to step 3.a.; as well as either (i) the revised Backup Special Tax as calculated pursuant to step 4, or (ii) the Backup Special Tax as identified in in Section C.1.(b) that was not revised as determined pursuant to step 4.

6. If the Issuance Date of the first series of CFD No. 2022-3 Bonds is within 120 days of the date of receipt of the Price Point Study by the CFD Administrator, CFD No. 2022-3 shall execute the acknowledgement on such Certificate of Reduction in Special Taxes, dated as of the closing date of such Bonds, and upon the closing of such first series of Bonds, the Assigned Special Tax for each Land Use Class and the Backup Special Tax shall be, for all purposes, as set forth in such Certificate of Reduction in Special Taxes. If the Issuance Date of the first series of Bonds is not within 120 days of the date of receipt of the Price Point Study by the CFD Administrator, such Certificate of Reduction in Special Taxes shall not be acknowledged by CFD No. 2022-3 and shall, as of such date, be void and of no further force and effect. In such case, if subsequently a first series of CFD No. 2022-3 Bonds is expected to be issued, at least 30 days prior to the expected Issuance Date of such first series of CFD No. 2022-3 Bonds, the CFD Administrator shall cause a new Price Point Study to be delivered to the CFD Administrator and, following such delivery, steps 2 through 5 of this section shall be performed based on such new Price Point Study.

7. As soon as practicable after the execution by CFD No. 2022-3 of the acknowledgement on the Certificate of Reduction in Special Taxes, CFD No. 2022-3 shall cause to be recorded in the records of the County Recorder an Amended Notice of Special Tax Lien for CFD No. 2022-3 reflecting the Assigned Special Taxes and the Backup Special Tax set forth in such Certificate of Reduction in Special Taxes.

8. If the Assigned Special Tax is not required to be changed for any Land Use Class based on the calculations performed under step 3 above, there shall be no reduction in the Maximum Special Tax, and no Certificate of Reduction in Special Taxes shall be required. However, the CFD Administrator shall prepare and deliver to CFD No. 2022-3 a Certificate of No Reduction in Special Taxes substantially in the form of Attachment B hereto dated as of the closing date of the first series of Bonds that states that the calculations required pursuant to this Section J have been made and that no changes to the Maximum Special Tax are necessary.

9. CFD No. 2022-3 and the CFD Administrator shall take no further actions under this Section J.A. upon the earlier to occur of the following: (i) the execution of the acknowledgement by CFD No. 2022-3 on a Certificate of Reduction in Special Taxes pursuant to step A.6.; or (ii) the delivery by the CFD Administrator of a Certificate of No Reduction in Special Taxes pursuant to step A.8.

B. Optional Reduction at Property Owner Request:
   1. Notwithstanding the foregoing, prior to the issuance of the first series of CFD No. 2022-3

Bonds, upon the request of the property owner, the CFD Administrator may reduce the Assigned Special Tax as shown in Table 1 and Maximum Special Tax on a Tract-by-Tract basis to an amount or amounts as requested by the property owner.

2. As soon as practicable after the execution by CFD No. 2022-3 of the acknowledgement on the Certificate of Reduction in Special Taxes, CFD No. 2022-3 shall cause to be recorded in the records of the County Recorder an Amended Notice of Special Tax Lien for CFD No. 2022-3 reflecting the Assigned Special Taxes and the Backup Special Tax set forth in such Certificate of Reduction in Special Taxes.

3. CFD No. 2022-3 and the CFD Administrator shall take no further actions under this Section J.B. upon the issuance of the first series of CFD No. 2022-3 Bonds.

K. TERM

The Special Tax shall be levied and collected as needed to fund the Annual Special Tax Requirement for up to 60 years from the initial levy of the Special Tax. In any event no Special Tax shall be levied for CFD No. 2022-3 after the 2083/84 Fiscal Year.

ATTACHMENT A

CERTIFICATE OF REDUCTION IN SPECIAL TAXES

COMMUNITY FACILITIES DISTRICT NO. 2022-3

1. Pursuant to Section J of the Rate and Method of Apportionment of Special Taxes attached to the Notice of Special Tax Lien recorded in the Official Records of the County of Los Angeles as Document No. _____ on the ____ day of ___, 20__, the CFD Administrator hereby reduces the Maximum Special Tax for Developed Property for [certain or all] Land Use Classes within CFD No. 2022-3.

2. The calculations made pursuant to Section J were based upon a Price Point Study that was received by the CFD Administrator on _____ and/or a request of the property owner that was received by the CFD Administrator on _____.

3 . Table A-1 below shows the Assigned Special Tax for each Land Use Class for all Tracts or a specific Tract after such reduction:

Table A-1
Reduced Assigned Special Taxes for Developed Property
Tract No. _____

Fiscal Year _____

Land Use Class	Description	Building Square Feet	Lot Square Feet	Assigned Special Tax
1-A	Single Family Attached Property	>= 1,900 BSF	N/A	$____ per unit
2-A	Single Family Attached Property	< 1,900 BSF	N/A	$____ per unit
1-B	Single Family Detached Property	>= 2,600 BSF	<= 5,999 LSF	$____ per unit
2-B	Single Family Detached Property	=2,300 - < 2,600 BSF	<= 5,999 LSF	$____ per unit
3-B	Single Family Detached Property	< 2,300 BSF	<= 5,999 LSF	$____ per unit
1-C	Single Family Detached Property	>= 3,300 BSF	> 5,999 - = 6,999 LSF	$____ per unit
2-C	Single Family Detached Property	=3,000 - < 3,300 BSF	> 5,999 - = 6,999 LSF	$____ per unit
3-C	Single Family Detached Property	< 3,000 BSF	> 5,999 - = 6,999 LSF	$____ per unit
1-D	Single Family Detached Property	>= 3,300 BSF	> 6,999 LSF	$____ per unit
2-D	Single Family Detached Property	< 3,300 BSF	> 6,999 LSF	$____ per unit
1-E	Accessory Dwelling Unit	N/A	N/A	See Below

2-E	Non-Residential Property	N/A	N/A	$____ per Acre

The Assigned Special Tax for an Accessory Dwelling Unit shall be calculated as a percentage of the Assigned Special Tax for the primary Unit the ADU is accessory to, based on Building Square Footage. For example, if a primary Unit in Land Use Class 1-A of 2,000 BSF has an ADU of 800 BSF, the Assigned Special Tax for the ADU shall be calculated by the following steps:

a. 800 BSF / 2,000 BSF = 0.40 or 40%
b. $_____Assigned Special Tax per Unit x 40% = $_____ Assigned Special Tax for such ADU

4. The Backup Special Tax for each Assessor's Parcel of Developed Property in CFD No. 2022-3 shall be equal to $_____ after such reduction.
5. The Maximum Special Tax for each Assessor's Parcel of Final Map Property and Undeveloped Property in CFD No. 2022-3 shall be $_____ per Acre.
6. Upon execution of the certificate by the City, the CFD Administrator shall cause an amended notice of special tax lien for CFD No. 2022-3 to be recorded reflecting the modifications set forth herein.
7. By execution hereof, the undersigned acknowledges, on behalf of the City and CFD No. 2022-3, receipt of this certificate and modification of the Rate and Method of Apportionment of Special Taxes as set forth in this certificate.

Submitted

CFD ADMINISTRATOR

By: _____ Date: _____

Community Facilities District No. 2022-3 of the City of Palmdale

By: _____ Date as of : ----------
---- [closing date of Bonds]

ATTACHMENT B

CERTIFICATE OF NO REDUCTION IN SPECIAL TAXES

COMMUNITY FACILITIES DISTRICT NO. 2022-3

1. All calculations required pursuant to Section J of the Rate and Method of Apportionment have been made based upon a Price Point Study that was received by the CFD Administrator on _____ and/or a request of the property owner that was received on _____.

2. Total Effective Tax Rate for all Plan Types in all Land Use Classes in all Zones is less than or equal to 2.00%.

3. The Maximum Special Tax for Developed Property within CFD No. 2022-3, including the Assigned Special Taxes set forth in Sections C.1.(a) and the Backup Special Tax set forth in Section C.1.(b) of the Rate and Method of Apportionment, shall remain in effect and not be reduced.

Submitted

CFD ADMINISTRATOR

By: _____ Date as of: _____
[closing date of Bonds]

EXHIBIT B

NOTICE OF PUBLIC HEARING

City of Palmdale Community Facilities District No. 2022-3
(Ritter Ranch Phase 1 Public Facilities)

Notice is hereby given that on February 21, 2024, the City Council of the City of Palmdale adopted a Resolution entitled "A Resolution of the City Council of the City of Palmdale of Consideration to Alter the Rate and Method of Apportionment of Special Taxes for the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities)." Pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the City Council of the City of Palmdale hereby gives notice as follows:

A. The text of said Resolution is as follows:

WHEREAS, on October 24, 2022, this City Council adopted Resolution No. CC 2022-109 (the "Resolution of Formation") forming City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Improvements) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), for the purpose of financing certain public improvements (the "Facilities"), as further provided in the Resolution of Formation; and

WHEREAS, under proceedings pursuant to the Resolution of Formation and the Act, the City Council authorized the levy of a special tax (the "Special Tax") on real property in the District, as specified in the Rate and Method of Apportionment for City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities) (the "Original Rate and Method"), with the proceeds of the Special Tax to be used to pay debt service on special tax bonds issued for the District to finance the Facilities and administrative expenses related to the District; and

WHEREAS, on February 21, 2024, this City Council adopted Resolution No. CC 2024-019 to consider proceedings to amend provisions of the Original Rate and Method and adopted an Amended and Restated Rate and Method of Apportionment of Special Taxes (the "Amended Rate and Method"), and such Amended Rate and Method was approved by the voters of the District on March 20, 2024; and

WHEREAS, the owner of all of the property in the District, RdR Development Holdings, LLC, has requested that the City Council take the actions necessary to alter the Amended Rate and Method; and

WHEREAS, the City Council now desires to undertake the proceedings required by the Act to authorize the District to alter the Amended Rate and Method.

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

SECTION 1. The City Council hereby finds as follows:

(a) The public convenience and necessity require the proposed changes specified in the preceding recitals;

(b) there are not any persons registered to vote within the territory of the District;

(c) pursuant to Section 53326 of the California Government Code, the vote in the special election on the changes which are proposed by this resolution, if it is held, shall, therefore, be by the landowners within the District, with each landowner of record at the close of the public hearing having one vote for each acre or portion of an acre of land that he or she owns within the District; and

(d) that public convenience and necessity require that the Amended Rate and Method be changed.

SECTION 2. The name of the District is "City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities)," and the territory included in the District is as shown on the map of the District recorded on September 26, 2022 in Book 196 of Maps of Assessment and Community Facilities Districts at Page 37 (Instrument No. 20220937555), In the Office of the County Recorder for the County of Los Angeles, State of California.

SECTION 3. It is proposed that the Amended Rate and Method be amended and restated with the adoption of the Second Amended and Restated Rate and Method of Apportionment of the Special Taxes as set forth in Exhibit A attached hereto and by this reference incorporated herein.

SECTION 4. Wednesday, December 18, 2024, at 5:00 p.m., in the regular meeting place of this City Council, Council Chambers, City Hall, 38300 Sierra Highway, Suite B, Palmdale, California, are hereby designated as the time and place when and where this City Council, as legislative body for the District, will conduct a public hearing on the proposed alteration of the rate and method of apportionment of the special tax to be as set forth in Exhibit A hereto, and consider and finally determine whether the public interest, convenience and necessity require the amendment and restatement of the Amended Rate and Method, as described above.

SECTION 5. Description of Voting Procedures. Since less than 12 persons are registered to vote within the territory of the District, pursuant to Section 53326 of the California Government Code ("Section 53326"), the vote in the special election on the changes which are proposed by this resolution will be by the landowners of the property located within the District, with each landowner of record at the close of the public hearing having one

vote for each acre or portion of an acre of land that he or she owns within the District, and the special election shall be conducted as a mail ballot election. The special election shall be conducted by the City Clerk. The special election shall be held on the earliest date, following the conclusion of the public hearing, as may be selected by the City Council, pursuant to Section 53326, or such earlier date as the owners of land of the District and the City Clerk agree and concur is acceptable. Pursuant to Section 53326, the special election may be held earlier than 90 days following the close of the public hearing if the qualified electors of the District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors. Pursuant to Section 53326, ballots for the special election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid, or by personal service, and the special election shall be conducted in conformance with the applicable requirements of Section 53326, 53327 and 53327.5 of the California Government Code. The procedures set forth in this section for conducting the special election, if it is held, may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

SECTION 6. The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper of general circulation circulated within the District. The publication of the notice shall be completed at least seven (7) days before the date herein set for the public hearing. The notice shall be substantially in the form of Exhibit B hereto.

SECTION 7. This Resolution shall take effect upon its adoption.

B. The time and place established under said Resolution for the public hearing required under the Act are Wednesday, December 18, 2024, at the hour of 5:00 p.m., in the regular meeting place of the City Council of the City of Palmdale, Council Chambers, City Hall, 38300 Sierra Highway, Suite B, Palmdale, California.

C. At the public hearing, the testimony of all interested persons or taxpayers in the District for or against the alteration of the rate and method of apportionment of the special taxes for the District will be heard. Any person interested may file a protest In writing as provided in Section 53337 of the Act.

If 50 percent or more of the registered voters, or six registered voters, whichever is more, residing within the District, or the owners of one-half or more of the area of the land in the territory included in the District and not exempt from the Special Tax file written protests against the proposed alteration of the Original Rate and Method, those changes shall be eliminated from any resolution and the changes shall not be included in a resolution for a period of one year from the date of the decision of the City Council on the hearing.

E. The proposed voting procedure shall be by special mail or hand-delivered ballot of the sole owner of the real property located within the District.

/s/ Rochelle Scott

/a/ Rochelle Scott
City Clerk, City of Palmdale

City Council Staff Report

DATE: **NOVEMBER 6, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **1**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-057, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING CERTAIN PROPERTY SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTIONS 54220 ET SEQ**

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2024-057, a resolution of the City Council of the City of Palmdale declaring certain property surplus land pursuant to Government Code Sections 54220 et seq.; and,

2. Authorize the City Manager or her designee to prepare and execute all necessary documents required by state law related to surplus property, including minimal non-substantial changes.

BACKGROUND

The City of Palmdale owns real property (APNs 3128-015-903; 3008-041-001; -002; -003; -004; -005; -006; -007; -008; -009; and -010) (Properties). APN 3128-015-903 consists of approximately 9 acres, is located at the southeast corner of Avenue M and 10th Street West and is zoned for Commercial use within the AV Business Park Specific Plan. APNs: 3008-041-001; -002; -003; -004; -005; -006; -007; -008; -009; and -010 consist of approximately 57 acres, is located at the northwest corner of Palmdale Boulevard and Division Street and is zoned Regional Commercial. Please note that the APNs for the approximately 57-acre property are expected to change once the City's acquisition is recorded within the Los Angeles County Assessor's roll. The City wishes to pursue the sale of the Properties; therefore, it must comply with the requirements of the Surplus Land Act (SLA).

On October 9, 2019, Governor Newsom signed Assembly Bill (AB) 1486. AB 1486, which amended the SLA, effective January 1, 2020, changed the existing, long-standing definition of “surplus land”; providing that land no longer necessary for a local agency’s use shall be declared either “surplus land” or “exempt surplus land” before taking any action to sell or lease land. To that end, AB 1486 also added a new limitation providing that an “agency’s use” “shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development,” or “property disposed of for the sole purpose of investment or generation or revenue.” AB 1486 further prohibits the City from negotiating any disposition of the Property prior to compliance with the procedural requirements of the SLA.

On October 11, 2023, the Governor signed AB 480 and Senate Bill (SB) 747 into law, which further clarified provisions of the Surplus Land Act. AB 480 and SB 747, which became effective on January 1, 2024, generally provide some increased flexibility as it pertains to the lease of public agency land, expands the definition of exempt surplus land, and the methodology for assessment of penalties for non-compliance (e.g. fair market value or sales price, whichever is greater).

DISCUSSION

As indicated above, the SLA, Government Code Sections 54220 et seq., requires that public agencies first declare land "surplus land" or "exempt surplus land" before negotiating any disposition of the land, either for sale or for lease.

Pursuant to the SLA, City staff must send a written Notice of Availability (NOA) of the Properties by electronic mail or by certified mail to all of the entities identified in Government Code Section 54222, which include local public entities and housing sponsors that have notified the California Department of Housing and Community Development (HCD) of their interest in surplus land for the purpose of developing low- and moderate-income housing, to any regional park authority and the State Resources Agency for open-space purposes; and local school districts for the purpose of school facilities or use.

If the Properties are within an infill opportunity zone or covered by a transit village plan, the NOA must also be sent to the City, or housing authority operating within the City. If one of the entities/agencies receiving the NOA desires to purchase or lease one or more of the Properties, it must notify the City of its interest to do so in writing within 60 days of the date of the NOA. The City is then required to negotiate price and terms for the disposition with any entity(ies)/agency(ies) that respond for a period of 90 days. Finally, in the event no agreement is reached between the City and any interested entity(ies)/agency(ies) after a good faith negotiation period of 90 days, the land may be disposed of without further regard to the Surplus Land Act subsequent to a compliance letter from HCD.

Staff has determined that there is no further governmental use for the Properties and recommends that the City Council declare the Properties as surplus land and complete the surplus property disposition process in accordance with the SLA. Once declared as surplus land, the City will follow the notice and negotiation procedures outlined in the SLA. Declaring the Properties as surplus land does not preclude the City from developing the Properties in the future. It simply provides flexibility to move forward with potential public-private partnerships to develop the Properties. Any future property sale, development agreement, and entitlements for the Properties would still adhere to the appropriate process as described within the Palmdale Municipal Code.

FISCAL IMPACT

Direct costs for undergoing the sale of the Properties involve an appraisal(s) and traditional real estate broker services, which will be offset by any proceeds received from the sale of the Properties. Given the complexity and unknown factors when negotiating under the SLA process, the exact final costs for these services are unknown.

STRATEGIC PLAN

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

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

Prepared by:	Megan Taggart, Acting Director of Economic & Community Development
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

ATTACHMENT

Reso. No. CC 2024-057

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, DECLARING CERTAIN PROPERTY SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTIONS 54220 ET SEQ.

WHEREAS, the City of Palmdale owns certain real properties consisting of approximately 66 acres, described herein (hereinafter referred to as 'Property'); and

WHEREAS, the declaration applies to two locations; one totaling approximately 9 acres located on the southwest corner of Avenue M and 10th Street West indicated on the Los Angeles County Assessor's roll as Assessor Parcel Number (APN) 3128-015-903. The second consists of nine parcels totaling approximately 57 acres located on the northwest corner of Palmdale Boulevard and Division Street currently indicated on the Los Angeles County Assessor's roll as APN's 3008-041-001; -002; -003; -004; -005; -006; -007; -008; -009; AND -010, as shown on the map attached hereto as Exhibit A; and

WHEREAS*,* the Surplus Land Act (SLA), Government Code Sections 54220 et seq., applies when a local agency disposes of "surplus land," as that term is defined in Government Code Section 54221; and

WHEREAS*,* on October 9, 2019, Governor Newsom signed Assembly Bill (AB) 1486. AB 1486 significantly amended the SLA effective January 1, 2020. These amendments included, among others, changing the previous, long-standing definitions of "surplus land" and "exempt surplus land"; providing that property shall be declared either "surplus land" or "exempt surplus land" before a local agency may take any action to dispose of it; and adding a new limitation providing that an agency's use "shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development" or "property disposed of for the sole purpose of investment or generation or revenue"; and

WHEREAS*,* on October 11, 2023, the Governor signed AB 480 and Senate Bill (SB) 747 into law, which further clarified provisions of the SLA. AB 480 and SB 747 became effective on January 1, 2024, and generally provide some increased flexibility as it pertains to the lease of public agency land, expands the definition of exempt surplus land, and clarifies the assessment of penalties for non-compliance; and

WHEREAS*,* the Property would fall within the definition of "surplus land" pursuant to Government Code Section 54221, as amended by AB 1486; and

WHEREAS*,* in order to pursue new uses for the Property, including the possible disposition through a sale or lease of the property, the City must now comply with the SLA as amended by AB 1486; and

WHEREAS, pursuant to the SLA, City staff will send a written notice of availability of the properties by electronic mail or by certified mail to all of the entities identified in Government Code Section 54222; and

WHEREAS, subject to Government Code Section 54227, if one of the entities/agencies desires to purchase or lease the property after having received notice, it must indicate its interest to do so in writing within 60 days of the date of the City's notice, and the City and the entity/agency responding to the notice may negotiate price and terms for the disposition of the Property; and,

WHEREAS, pursuant to Government Code Section 54223, in the event no agreement is reached between the City and any interested entity/agency after a good faith negotiation period of 90 days, the Property may be disposed of without further regard to the SLA subsequent to a compliance letter from HCD.

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

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

SECTION 2. For purposes of compliance with the SLA, the Property, as described herein, is hereby declared surplus land.

SECTION 3 The City Council authorizes the City Manager, or her designee, to proceed with all the requirements of the SLA, as amended, to facilitate the possible disposition and reuse of the property. Whenever an administrative action is required by the City to implement the terms of the SLA process, the City Manager, or her authorized designee, will have the authority to act on behalf of the City, except with respect to matters reserved under California law wholly for determination by the governing body.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

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

Approved as to form:

_____
William P. Curley, III
City Attorney

_____
Austin Bishop, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 6th day of November, 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk


EXHIBIT A
W COLUMBIA WAY
E COLUMBIA WAY
Area 1
City of Palmdale
Surplus Land
PALMDALE
a place to call home
City of Palmdale
City of Lancaster
LA County
Surplus Land Parcels
Parcel Numbers
Area 1: 3128-015-903
Area 2: 3008-041-001
3008-041-002
3008-041-003
3008-041-004
3008-041-005
3008-041-007
3008-041-008
3008-041-009
3008-041-010
0
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1
Miles
Data Source: Copyright 2024. All rights reserved. The City of Palmdale owns and licenses geographic data from a variety of sources. The information contained herein is the proprietary property of the following owners supplied under license and may not be reproduced except as licensed by those owners: City of Palmdale, Los Angeles County Assessor's Office, Environmental Systems Research Institute (ESRI) Data & Maps, United States Geological Survey (USGS), & Tele Atlas (courtesy of the Southern California Association of Governments (SCAG)).
DISCLAIMER: CONFIDENTIALITY NOTICE.
THE CITY OF PALMDALE HAS MADE EVERY EFFORT TO ENSURE THAT THIS MAP IS CORRECT; NEVERTHELESS, SOME INFORMATION MAY NOT BE ENTIRELY ACCURATE.
THE CITY OF PALMDALE ASSUMES NO LIABILITY FOR DAMAGES THAT MAY ARISE FROM THE USE OF INFORMATION RETRIEVED FROM THIS MAP. THE MAP AND ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANT-ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PUBLIC SHOULD NOT MAKE BUSINESS OR PERSONAL DECISIONS BASED ON THE MAP BEFORE VALIDATING DATA WITH THE CITY OF PALMDALE OR OTHER LOCAL, COUNTY, STATE OR FEDERAL AGENCIES.
W AVENUE N
10TH ST W
15TH ST W
20TH ST W
W AVENUE O-8
14
DIVISION ST
3RD ST E
10TH ST E
15TH ST E
TECHNOLOGY DR
E AVENUE P-8
Area 2
ELIZABETH LAKE RD
W AVENUE Q
E AVENUE Q
5TH ST W
PALMDALE BLVD

City Council Staff Report

DATE: **NOVEMBER 6, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **1**

SUBJECT: **RECEIVE AND FILE THE ANNUAL ACTIVITY REPORT FOR DEVELOPMENT AGREEMENT PERTAINING TO THE OASIS WELLNESS VILLAGE PROJECT LOCATED AT THE SOUTHEAST CORNER OF PALMDALE BOULEVARD AND TIERRA SUBIDA AVENUE**

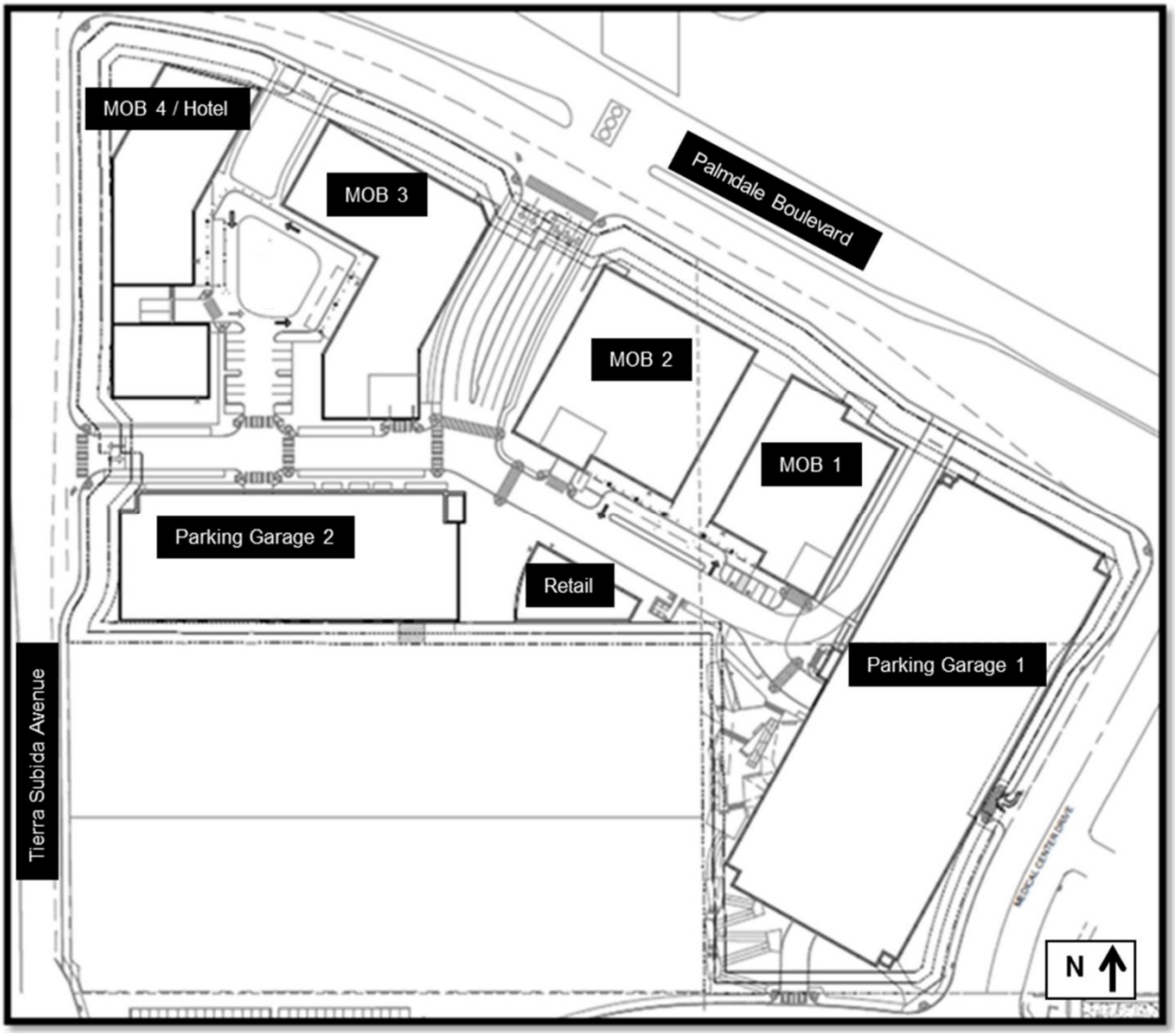
RECOMMENDATION

Staff recommends that the City Council receive and file the annual activity report for Development Agreement (DA) No. A-5595 pertaining to the Oasis Wellness Village project located at the southeast corner of Palmdale Boulevard and Tierra Subida Avenue.

BACKGROUND

On October 5, 2016, the City Council approved General Plan Amendment 15-001, Zone Change 15-001, and DA No. A-5595 (Resolution No. CC 2016-083) and, subsequently, on January 12, 2017, the Planning Commission approved Planned Development 16-001, Tentative Parcel Map 73748, and Site Plan Review 15-006 (Resolution No. PC-2017-005) for the Oasis Wellness Village project. The development includes construction of a campus-style, mixed-use project composed of services and businesses centered on a theme of wellness and healthy living (Figure 1). The site is located at the southeast corner of Palmdale Boulevard and Tierra Subida Avenue.

FIGURE 1 – SITE PLAN



DISCUSSION

In compliance with Section 9 of the DA and California Government Code Sections 65865.1 and 66006, the City is required to periodically review the DA (at least every 12 months). During the review period, the applicant or successor in interest must demonstrate good faith compliance with the terms of the agreement. If the review determines that the applicant or successor in interest has not complied with the terms or conditions of the agreement, the City may terminate or modify the agreement.

Exhibits C and D of DA No. A-5595 (Attachment 1) require the developer to provide certain benefits and pay fees to the City at specific timeframes during the development process. No fees or public benefit payments were required during the review period

(November 1, 2023, to November 1, 2024) because no development was proposed. As such, the applicant is in compliance with the terms and conditions of the DA.

FISCAL IMPACT

$294; Other than the processing fee specified within the City's fee resolution (Resolution No. CC 2024-059), there is no fiscal impact associated with this action.

STRATEGIC PLAN

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

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

Prepared by:	Megan Taggart, Acting Director of Economic and Community Development
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

ATTACHMENT

Agrmt No. A-5595 Oasis Wellness Village Project

This page is part of your document - DO NOT DISCARD

20170628795

Pages: 0036

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County, California

06/07/17 AT 01:05PM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00

LEADSHEET

201706070670022

00013813990

008378368

SEQ:
01

DAR - Counter (Upfront Scan)

THIS FORM IS NOT TO BE DUPLICATED

E497906

7

06/07/2017

20170628795

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:
City of Palmdale
38250 Sierra Highway
Palmdale, California 93550
Attn: City Manager

Fee Exempt – Gov't Code § 6103

(Space above for Recorder's Use)

DEVELOPMENT AGREEMENT

between

THE CITY OF PALMDALE,
a California municipal corporation

and

PALMDALE INVESTMENT COMPANY, LLC,
a California limited liability company

A-5595

A-5595

This Development Agreement (the "Agreement") is entered by and between the City of Palmdale, a California municipal corporation ("City"), and Palmdale Investment Company, LLC, a California limited liability company ("Owner"). City and Owner shall be referred to jointly within this Agreement as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted the "Development Agreement Statute," Sections 65864 et seq., of the Government Code. City, a general law city, is authorized by the Development Agreement Statute to enter into development agreements with persons and entities having legal or equitable interests in real property for the purpose of establishing predictability for both City and the property owner in the development process.

B. Owner has requested that City enter into a development agreement for property with the City and more particularly described in Exhibit "A" and depicted on Exhibit "B" (the "Property"). City enters into this Agreement pursuant to the provisions of the California Government Code, the City's General Plan, the City Municipal Code, and applicable City policies.

C. Owner has a legal or equitable interest in the Property and desires to develop on the Property the Oasis Wellness Village (the "Project"), a collection of state-of-the-art continuum care facilities adjacent to the Palmdale Regional Medical Center which will bring critically-needed healthcare facilities within easy reach of the estimated 40-50% of the region's residents who now travel extended distances to obtain their medical care.

D. The City has a significant interest in enhancing the health and welfare of the community by creating opportunities for increased access to quality health care facilities.

E. Owner has filed with the City its request for approval of the following discretionary actions pertaining to the Property:

1. General Plan Amendment 15-001, a request to amend the General Plan land use designation for an approximately 9.9-acre portion of the Project site from CC (Community Commercial) to RC (Regional Commercial) (the "General Plan Amendment"); and

2. Zone Change 15-001, a request to change the zoning designation for an approximately 9.9-acre portion of the Project site from C-3 (General Commercial) to C-4 (Commercial Center) (the "Zone Change").

F. In addition to the General Plan Amendment and the Zone Change, Owner plans in the future to file with the City applications for approval of discretionary actions which more specifically will describe and implement the Project (the "Future Applications"). The Future Applications will include, but are not be limited to, applications for approval of:

1. The "Oasis Wellness Village Planned Development" pursuant to Section 28.05 of the City's Zoning Ordinance; and

2. Tentative Parcel Map No. 73748, a request to subdivide three contiguous parcels totaling approximately 12.13 acres (the "Tentative Parcel Map").

G. This Agreement assures that development of the Property will occur in accordance with City's General Plan, as amended by the General Plan Amendment. The development of the Property pursuant to this Agreement shall be referred to as the "Development Plan."

H. This Agreement constitutes a current exercise of City's police powers to provide predictability to both the City and Owner in the development approval process by vesting the permitted use(s), density, intensity of use, and timing and phasing of development consistent with the Development Plan, thus maximizing the opportunity to achieve the significant enhancement of the community's access to quality health which will result from implementation of the Development Plan (the "Public Benefits").

AGREEMENT

City and Owner agree as follows:

1. INTEREST OF OWNER. Owner represents that it has a legal or equitable interest in the Property and is authorized to enter into this Agreement.

2. PUBLIC HEARINGS. On September 22, 2016, after providing notice as required by law, the Planning Commission of the City held a public hearing on this Agreement and recommended to the City Council the adoption of this Agreement. On October 5, 2016, after providing notice as required by law, the City Council held a public hearing on this Agreement and made the findings set forth in Section 3.

3. CITY COUNCIL FINDINGS. The City Council finds that:

3.1 Subject to the approval of the General Plan Amendment becoming effective on or before the Effective Date, this Agreement is consistent with City's General Plan.

3.2 This Agreement strengthens the public planning process, encourages private participation in comprehensive planning, particularly with respect to the implementation of the City's General Plan, and reduces the economic costs of development and government.

3.3 The best interests of the residents of the City and their public health, safety, and welfare will be served by entering into this Agreement.

4. CONTINUING OBLIGATIONS. This Agreement binds the Parties now and in the future. By approving this Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than deferring its actions to some undetermined future date. The terms and conditions of this Agreement have been reviewed by City staff and the City Council and have been found to be fair, just, and reasonable.

5. DEFINITIONS. In this Agreement, unless the context otherwise requires, the following terms and phrases shall have the following meanings:

5.1 "Administrative Fees" shall mean any fee routinely charged by the City to all development projects within the City for the time expended by full-time City employees in providing services related to the development of the Project. Administrative Fees do not, however, include "Development Fees" as defined in Section 5.11 below.

5.2 "Agreement" shall mean this Development Agreement between the City and Owner. The term "Agreement" shall include any amendment properly approved and executed pursuant to Section 7.5.

5.3 "Approval Date" means the date on which the City Council conducted the first reading of the ordinance adopting this Agreement. That date is October 5, 2016.

5.4 "City" shall mean the City of Palmdale, a California municipal corporation.

5.5 "City Council" shall mean the governing body of the City.

5.6 "City Municipal Code" shall mean the Palmdale Municipal Code. However, changes to the Palmdale Municipal Code occurring between the Approval Date and the Effective Date shall not be considered part of the City Municipal Code for purposes of this Agreement without Owner's prior written consent.

5.7 "Day" refers to a calendar day unless specifically stated as a "business day."

5.8 "Default" refers to the material and substantial failure by a Party to comply with one or more material provisions of this Agreement.

5.9 "Development" refers to the improvement of the Property for the purposes of completing all structures, improvements, and facilities comprising the Project.

5.10 "Development Approvals" refers to all permits and other entitlements approved or issued by the City for the use of, construction upon, and/or development of the Property. Development Approvals shall be deemed to include, but are not limited to, the following (and related amendments):

- This Agreement;
- Amendments to the General Plan;
- Master Plans;
- Tentative Maps, Final Maps, including parcel maps;
- Planned Developments, as set forth in Section 28.05 of the City's Zoning Ordinance;
- Conditional use permits, use permits, and site development permits;
- Variances;
- Grading and building permits;
- Certificates of compliance and/or lot line adjustments;
- Street, drainage, utility, storm water, and landscape permits;
- Occupancy permits; and
- Environmental review documents for the Project.

5.11 "Development Fees" refers to all fees established by the City for entitlement and construction activities which, but for this Agreement, could be imposed upon the Project. Development Fees include, but are not limited to, development impact fees, (for example, traffic and fire facility) that could be imposed pursuant to the Mitigation Fee Act (California Government Code Section 66000 et seq.). Other examples of Development Fees include, but are not limited to, fees for demolition, utility connections, site plan review, traffic review, application filing, inspections, plan check, geotechnical review, storm water management, permit issuance, insurance, school fees, occupancy, design review, flow test, and drainage.

5.12 "Development Plan" means Owner's plan for development of the Property consisting of the Existing Land Use Regulations, this Agreement, the Subsequent Land Use Regulations to which Owner has consented in writing, and Subsequent Development Approvals.

5.13 "Effective Date" shall mean the later of (i) date the ordinance adopting this Agreement becomes effective and (ii) the expiration of the period provided by

applicable law, including but not limited to Government Code Section 65009, for challenging the General Plan Amendment.

5.14 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date, including, but not limited to, the General Plan as amended by the General Plan Amendment and the provisions of the City Municipal Code falling within the definition of "Land Use Regulations" (see Section 5.17 below), including, but not limited to, Title 16 (Subdivisions) and Title 17 (Zoning). However, changes to Land Use Regulations occurring between the Approval Date and the Effective Date shall be considered part of the Existing Land Use Regulations only with Owner's written consent. Owner has consented to the General Plan Amendment and the Zone Change, which shall be considered part of the Existing Land Use Regulations.

5.15 "General Plan" shall mean the general plan of the City.

5.16 "General Plan Amendment" shall refer to the amendment of the City's General Plan on October 5, 2016, for the Property.

5.17 "Land Use Regulations" shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, construction, and initial occupancy standards and specifications applicable to the Project. Land Use Regulations do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

- The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

- Taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Owner is paying any fee (directly or through an assessment or similar financing district) or providing any improvement pursuant to this Agreement; or

- The control and abatement of nuisances.

"Land Use Regulations" also do not include any county, state, or federal ordinances, resolutions, codes, rules, regulations and official policies or any City ordinances, resolutions, codes, rules, regulations and official policies, the specific provisions of which are mandated (as opposed to permitted) by county, state, or federal law.

5.18 "Minor Changes" refers to any change to the Project that is otherwise consistent with the Development Plan and which does not result in a change in the type of use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated, or violations of any applicable health and safety regulations in effect on the Effective Date.

5.19 "Mortgage" refers to any mortgage, deed of trust, or other security device recorded against some or all of the Property or improvements to the Property for the purpose of securing a debt or other obligation.

5.20 "Mortgagee" refers to a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender, and their successors and assigns.

5.21 "Operating Memorandum" refers to the written memorialization of the Parties' mutual consent to adopting "Minor Changes" to the Project.

5.22 "Owner" refers to Palmdale Investment Company, LLC, a California limited liability company, and Owner's successors and assigns.

5.23 "Owner's Vested Right" refers to Owner's guaranteed right to develop the Property as set forth in this Agreement.

5.24 "Paragraph" means a lettered or numbered paragraph of an Exhibit to this Agreement, unless specifically stated to refer to another document or matter. A reference to a Paragraph includes all subparagraphs of that Paragraph.

5.25 "Parcel Map" means a Final Parcel Map approved by the City as a ministerial action.

5.26 "Parking District" refers to an anticipated parking district which will be formed by the City to provide bond financing as a means to fund the construction of the Parking Facilities.

5.27 "Parking Facilities" refers to the two parking structures which are part of the proposed Development Plan, all internal Project streets, each of which provides direct or indirect access to at least one of the parking structures, and all utilities and infrastructure installed and/or constructed beneath those streets.

5.28 "Parking Structures" refers to the two parking structures which are part of the Parking Facilities.

5.29 The "Parties" means the City and Owner. A "Party" refers to either the City or the Owner.

5.30 "Pass-Through Fees" means those fees assessed against the Project and/or the Development by other public agencies, but which are collected (as opposed to imposed) by the City and which, after collection, are "passed through" to the public agency which imposed the fee in the first instance.

5.31 "Project" means the development of the Property as set forth in the Development Plan.

5.32 "Property" means the real property described in Exhibit "A" and depicted on Exhibit "B".

5.33 "Public Benefits" refers to those benefits provided to the residents of the City and the surrounding community by the development of the health care facilities contemplated by the Development Plan. Some of the Public Benefits are listed on Exhibit "C".

5.34 "Reservation of Authority" means the rights and authority specifically reserved to City as described in Section 8.6.

5.35 "Section" refers to a numbered section of this Agreement, unless specifically stated to refer to another document or matter.

5.36 "Subsequent Development Approvals" means all Development Approvals approved, granted, or issued after the Effective Date for the Project which are required or permitted by the Existing Land Use Regulations, the Subsequent Land Use Regulations to which Owner has consented in writing, and this Agreement. Subsequent Development Approvals include, without limitation, all development review approvals required under the Subdivision Map Act, the City's subdivision ordinance and/or other provisions of the City Municipal Code, site development permits, excavation, grading, building, construction, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, drainage, landscape, or other permits or approvals necessary for the grading, construction, marketing, use and occupancy of the Project.

5.37 "Subsequent Land Use Regulations" means those Land Use Regulations which are both adopted and effective after the Approval Date and which are not included within the definition of Existing Land Use Regulations. "Subsequent

Land Use Regulations" include any Land Use Regulations adopted by moratorium by initiative, City action, or otherwise

5.38 "Tentative Map" shall mean a tentative parcel map, as defined in the Subdivision Map Act and the City Municipal Code, for the Project.

5.39 "Term" means the term of this Agreement as set forth in Section 7.2 of this Agreement.

5.40 "Zone Change" means the amendment to the City's Municipal Code with respect to the zoning designation for the Property which was approved by the City Council on the Approval Date.

6. EXHIBITS. All exhibits attached to this Agreement are incorporated as a part of this Agreement. Those exhibits are:

Exhibit	Description
"A"	Legal Description of the Property
"B"	Depiction of the Property
"C"	Public Benefits
"D"	Fees

7. GENERAL PROVISIONS.

7.1 Binding Effect of Agreement. This Agreement shall be recorded against the Property and shall run with the land. The Development shall be carried out in accordance with the terms of this Agreement.

7.2 Term of Agreement. The Term shall commence on the Effective Date. The Term shall continue for a period of twenty-five years from the Effective Date, but shall be extended for periods equal to the time during which:

- Litigation is pending which challenges any matter, including compliance with CEQA or any other local, state, or federal law, related in any way to the approval or implementation of all or any part of the Development Plan. Any such extension shall be equal to the time between the filing of litigation, on the one hand, and the entry of final judgment or dismissal, on the other. All such extensions shall be cumulative.

- Any application by Owner for a regulatory permit and/or approval from an agency other than City which is required for the Project, but has been pending more than one year after its submittal, beginning on the 366th day following its submittal for approval.

- Any other delay occurs which is beyond the control of the Parties, as described in Section 13.10.

7.3 Termination. This Agreement shall be deemed terminated and of no further effect upon the earlier occurrence of any of the following events:

- Expiration of the Term as set forth in Section 7.2;

- Completion of the Project in accordance with the terms of this Agreement, including issuance of all required occupancy permits and acceptance, as required by state law, by City, or the applicable public agency, of all required dedications and the satisfaction of all of Owner's obligations under this Agreement; and

- As may be provided by other specific provisions of this Agreement.

7.4 Effect of Termination. Subject to Section 8.10, upon any termination of this Agreement, the only rights or obligations under this Agreement which either Party shall have are:

- The completion of obligations which were to have been performed prior to termination, subject to Section 11; and

- The performance and cure rights set forth in Section 11.

7.5 Amendment or Cancellation of Agreement. This Agreement may be amended from time to time or canceled only by the written consent of both City and Owner in the same manner as its adoption, as set forth in California Government Code Section 65868. Any amendment or cancellation shall be in a form suitable for recording in the Official Records of Los Angeles County, California. An amendment or other modification of this Agreement will continue to relate back to the Effective Date of this Agreement (as opposed to the effective date of the amendment or modification), unless the amendment or modification expressly states otherwise.

7.6 Release of Obligations With Respect to Individual Parcels Upon Certification of Occupancy. Notwithstanding any other provision of this Agreement:

7.6.1 When any individual parcel has been finally subdivided and sold, leased, or made available for lease to a member of the public or any other ultimate user, and a certificate of occupancy has been obtained for the building(s) on the lot, that lot and its owner shall have no further obligations under and shall be released from this Agreement.

7.6.2 Upon the conveyance of any lot, parcel, or other portion of the Property to a property owners' association or public or quasi-public entity, that lot, parcel, or portion of the Property and its owner shall have no further obligations under and shall be released from this Agreement.

No formal action by the City is required to effect this release, but, upon Owner's request, City shall sign an estoppel certificate or other document to evidence the release.

7.7 Minor Changes. The provisions of this Agreement require a close degree of cooperation between the Parties and "Minor Changes" to the Project may be required from time to time to accommodate design changes, engineering changes, and other refinements related to the details of the Parties' performance. "Minor Changes" shall mean changes to the Project that are otherwise consistent with the Development Plan, and which do not result in a change in the type of use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated, or violations of any applicable health and safety regulations in effect on the Effective Date.

Accordingly, the Parties may mutually consent to adopting "Minor Changes" through their signing of an "Operating Memorandum" reflecting the Minor Changes. Neither the Minor Changes nor any Operating Memorandum shall require public notice or hearing. The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are "Minor Changes" subject to this Section 7.7 or more significant changes requiring amendment of this Agreement. The City Manager may execute any Operating Memorandum without City Council action.

7.8 Term of Map(s) and Other Development Approvals.

7.8.1 Subdivision Maps. Pursuant to Government Code Section 66452.6, the term of all parcel maps that are approved for all or any portion of the Property shall be extended to a date coincident with the Term and, where not prohibited by State law, with any extension of the Term.

7.8.2 Site Development Permits. Site Development Permits for the Project shall have terms that coincide with the term of the subdivision or parcel map for the portion of the Property to which a particular Site Development Permit pertains.

7.8.3 Other Development Approvals. Pursuant to Government Code Section 65863.9, any and all other Development Approvals, including, but not limited to, those discretionary approvals listed in Recital E above, for any portion of the Project shall automatically be extended for a term ending concurrently with the applicable tentative maps for the Project. Pursuant to Section 7.8.1, those terms shall be the same as the Term of this Agreement.

7.8.4 Decisions of Planning Manager. Any decision of the Planning Manager with respect to Subsequent Development Approvals may be appealed to the City's Planning Commission pursuant to the procedures of the City's Municipal Code. Decisions of the Planning Commission on appeal may be appealed to the City Council pursuant to the procedures of the City's Municipal Code.

7.9 Relationship of City and Owner. The contractual relationship between City and Owner arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights.

7.10 Notices. All notices, demands, and correspondence required or permitted by this Agreement shall be in writing and delivered in person or mailed by first class or certified mail, postage prepaid, addressed as follows:

If to City, to:

City of Palmdale
38300 Sierra Highway
Palmdale, California 93550
Attn: City Manager

With a copy to:

City of Palmdale
38300 Sierra Highway, Suite A
Palmdale, CA 93550
Attn: City Attorney

If to Owner, to:

Palmdale Investment Company, LLC
1146 N. Central Ave., #441
Glendale, CA 91202-2502
Attn: John Thomas
john@thomaspartners.com

With a copy to:

Tim Paone
Cox, Castle & Nicholson
3121 Michelson Drive
Suite 200
Irvine, CA 92612
tpaone@coxcastle.com

City or Owner may change its address by giving notice in writing to each of the other names and addresses listed above. Thereafter, notices, demands, and correspondence shall be addressed and transmitted to the new address. Notice shall be deemed given upon personal delivery or, if mailed, two (2) business days following deposit in the United States mail.

8. DEVELOPMENT OF THE PROPERTY.

8.1 Owner's Vested Right. Owner shall have the vested right to complete Development of the Property in accordance with the Development Plan ("Owner's Vested Right").

8.2 Governing Land Use Regulations. The Land Use Regulations applicable to the Project and the Property shall be those contained in the Development Plan. An amendment or other modification of this Agreement will not change these applicable Land Use Regulations unless the amendment or modification expressly provides otherwise. Subsequent Land Use Regulations shall not apply to the Property unless the Parties mutually agree in writing that the Project will be subject to one or more Subsequent Land Use Regulations. Owner's application for a Subsequent Land Use Regulation and the City's approval of that application as submitted or as otherwise agreed to in writing by Owner shall be deemed an effective mutual written agreement of the Parties.

Nothing contained in this Agreement shall be deemed to authorize City to withhold any building permit, approval, and/or certificate of occupancy based on Owner's failure to comply with any Land Use Regulation that, as a result of this Agreement, is not applicable to the Project.

8.3 Permitted Uses. The permitted uses on the Property shall be as provided in the Development Plan.

8.4 Density and Intensity; Requirement for Reservation and Dedication of Land. The density and intensity of use for all Development on the Property, and the requirements for reservation and dedication of land, shall be as provided in the Development Plan.

8.5 Subdivision Map Processing.

8.5.1 *The Parcel Map*. Processing, filing, and recording of the Parcel Map shall be as provided within the Subdivision Map Act and subject only to the Existing Land Use Regulations.

8.5.2 *Phased Final Maps*. Pursuant to Section 66452.6(a)(1) of the California Subdivision Map Act, through this Agreement Owner has requested and City agrees to permit the filing of up to four "phased final maps," as that term is used in Section 66452.6(a)(1), for the Project. This request by Owner shall be deemed to be in effect at the approval of the Tentative Map.

8.6 Reservation of Authority. The following Land Use Regulations or Subsequent Land Use Regulations shall apply to the Property and the Project:

- Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure;

- Provided that they are uniformly applied to all development projects within the City and are not applied retroactively to any Development Approval issued before their adoption or amendment, uniform codes governing engineering and construction standards and specifications adopted by the City pursuant to state law (such codes include, without limitation, the City's adopted version of the Uniform Administrative Code, California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code, and California Fire Code); and

- Regulations which may be in conflict with this Agreement, but which are objectively required (and there are no available reasonable alternatives) to protect the public health and safety in the event of a sudden, unexpected occurrence involving a clear and imminent danger, and demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services within the immediate community. Such regulations must be a valid exercise of the City's police power and must be applied and construed so as to provide Owner, to the maximum extent possible, with the rights and assurances provided in this Agreement. To apply to the Property, such regulations must be adopted after a public hearing and must be based upon findings of necessity established by a preponderance of the evidence. Any regulations, including moratoria, enacted by City and imposed on the Property to protect the public health and safety in the circumstances described above shall toll the Term and any time periods for performance by Owner and City set forth in this Agreement.

8.7 Assessment District or Other Public Financing. Subject to all procedural requirements of State and City law, City shall use its best efforts to conduct proceedings to consider and utilize one or more of a number of alternative public financing mechanisms authorized by state law, which may include, but are not limited to, Enhanced Infrastructure Financing Districts, Mello Roos Districts, Community Facilities Districts, Parking/ Public Improvement Districts, Landscaping and Lighting Assessment Districts, Utility Authority, other land based secured assessment districts, lease leaseback transaction structures, project specific tax revenue reimbursement, as well as other allowed financing mechanisms (collectively, "Public Financing Mechanisms"). These Public Financing Mechanisms may, at the City's sole and absolute discretion, be used to provide public financing for one or more of the following: (i) the acquisition of the land designated in the Development Plan for the construction of the two parking structures (the "Parking Structures") and all interior streets of the Project which provide direct or indirect access to at least one of those Parking Structures (collectively, the "Parking Facilities") (ii) the construction of the Parking Facilities, and (iii) the construction of infrastructure and other public amenities such as water, sewer and storm water facilities, parks, public pavilions, pedestrian areas, and any other projects authorized by state law governing the particular financing mechanism. It is anticipated that the City may consider creating and/or utilizing a Special Purpose Authority ("Authority"), and that a separate financing agreement(s) will be required by and between the City and/or the Authority and Owner.

8.7.1 *Owner's Financial Capacity*. Prior to any determination of public financing and/or funding of the Parking Facilities, City and, if applicable, Authority must be satisfied that the Owner has the ability and financial capacity to develop the Project and, therefore, provide the significant benefit of making high quality health care facilities reasonably accessible to residents of City and surrounding communities. Based on the foregoing determination in conjunction with an independent determination by special counsel that such financing complies with applicable federal and State regulations, the City or the Authority may authorize (i) construction and operation of the Parking Facilities by Owner and (ii) issuance and sale of future bonds, if any, that shall be based on prevailing municipal financing practices and criteria and sold in a mutually agreeable timeframe that would consider the timing as follows: (a) the first Parking Structure shall be complete and available for use prior to occupancy of the first non-parking building that is part of the Project and (b) the second Parking Structure shall be complete and available for use as agreed based on the future occupancy of the Project.

8.7.2 *Project Contingent on Public Financing Mechanism.* Owner recognizes that City cannot commit to a Public Financing Mechanism through this Agreement, and must comply with all aspects of local, state, and federal law relevant to the formation of a Public Financing Mechanism prior to making such a commitment. City, however, recognizes that Owner cannot commit to development of the Project unless City exercises its discretion to form/provide a Public Financing Mechanism to, at a minimum, finance the construction of the Parking Facilities.

8.7.3 *Project Contingent on Owner's Management of Parking Structures.* City recognizes that, subject to compliance with all state and federal regulations, Owner cannot commit to development of the Project unless City and Owner enter into an agreement for a term of no less than 75 years granting to Owner the right to (i) manage construction of the Parking Structures, (ii) when completed, manage and maintain the two Parking Structures at Owner's expense, and (iii) collect and retain the revenues from the Parking Structures.

8.7.4 *Project Contingent on Owner's Management of Parking Structures.* City recognizes that, subject to compliance with all state and federal regulations and any bond financing restrictions and/or covenants, Owner cannot commit to development of the Project unless City and Owner enter into an agreement granting to Owner an option for Owner to purchase at fair market value either one or both of the

Parking Structures (whether separately, jointly, or at different times) at any time during Owner's management of the Parking Structures.

8.8 Fees. Because of the City's desire for the development of the Property to provide reasonable access for the residents of the City and surrounding communities to high quality health care, Development Fees (see Section 5.11) and, Administrative Fees (see Section 5.1) shall be as set forth on Exhibit "D". In the case of any ambiguity or uncertainty as to whether a particular fee is an Administrative Fee or a Development Fee, it shall be treated as a Development Fee. As noted on Exhibit "D", Pass-Through Fees (see Section 5.30) shall not be capped or waived.

Owner is solely responsible for obtaining a determination by the Department of Industrial Relations regarding the adjustment of Development Fees pursuant to this Agreement or any public subsidy for the Project to determine whether it meets the exemption of "de minimis in the context of the project" as outlined in Section 1720(c)(3) of the California Labor Code.

8.9 Adequacy of Required Infrastructure. The City acknowledges and agrees that, upon Owner's completion of the Project pursuant to the City's conditions of approval, there will be sufficient capacity to accommodate the Project in the infrastructure and services owned, operated, outsourced, controlled, and/or provided by the City, including, without limitation, traffic circulation, storm drainage, trash collection, and flood control. Where City renders or outsources such services or owns such infrastructure, City shall serve the Project and there shall be no restrictions placed upon Owner concerning hookups or service for the Project, except for reasons beyond City's control.

8.10 Vested Rights Upon Termination. Termination of this Agreement shall not invalidate any Land Use Regulations or terminate any Subsequent Development Approvals obtained prior to the date of termination. Upon any termination of this Agreement, Owner's vested rights, if any, shall be determined by this Agreement to the extent development has occurred on the Property, and as to the remainder of the Project, by state and federal statutes and case law and then current factual state of the Development.

8.11 Staffing and Expedited Processing. City shall employ all lawful actions capable of being undertaken by City to (i) promptly receive and, when complete, accept all applications for Subsequent Development Approvals and related environmental analysis, if any (collectively, "Applications"), and (ii) expeditiously process and take action upon the Applications in accordance with applicable law.

8.12 Changes in Federal and State Law. The Property may be subject to subsequently enacted state or federal laws or regulations which preempt local regulations or mandate the adoption of local regulations that conflict with or impede implementation of the Development Plan. Upon discovery of such a subsequently enacted federal or state law, City or Owner shall provide the other Party with written notice, a copy of the state or federal law or regulation, and a written explanation of the legal or regulatory conflict created. Within ten (10) days thereafter, City and Owner shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation. In such negotiations, City and Owner agree to preserve the terms of this Agreement and the rights of Owner and City as derived from this Agreement to the maximum feasible extent while resolving the conflict. City agrees to cooperate with Owner in resolving the conflict in a manner which minimizes any financial impact of the conflict upon Owner or City. City also agrees to process, in the same expedited manner as set forth for Applications in Section 8.11, Owner's proposed changes to the Development Plan as needed to comply with such federal or state law, and to process those changes in accordance with City procedures. Any delays caused by such changes in state or federal law shall toll the term of this Agreement and the time periods for performance by Owner and City set forth in this Agreement.

8.13 Timing of Development. Because the California Supreme Court held *in Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. Therefore, subject to any State requirement related to the completion of construction for which a building permit has been issued, Owner shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as Owner deems appropriate in its sole subjective business judgment.

8.14 Conditions, Covenants and Restrictions. Owner shall have the right, but not the obligation, to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as Owner deems appropriate, in its sole and absolute discretion.

9. ANNUAL REVIEW.

9.1 Timing of Annual Review. Pursuant to Government Code Section 65865.1, at least once during every twelve (12) month period of the Term, City shall review the good faith compliance of Owner with the terms of this Agreement ("Annual Review").

9.2 Standards for Annual Review. During the Annual Review, Owner shall demonstrate good faith compliance with the terms of this Agreement. "Good faith compliance" shall be established if Owner is in substantial compliance with the material terms and conditions of this Agreement.

9.3 Procedures for Annual Review. The Annual Review shall be conducted by the City Council or its designee. Owner shall be given a minimum of sixty (60) days' notice of any date scheduled for an Annual Review. Owner shall not be limited in the information it presents to the City Council for the Annual Review and may, if needed, provide information to the City Council in the first instance at the City Council hearing on the Annual Review. Should the City Council designate a party other than itself to conduct the Annual Review, these same notice and procedural requirements shall apply to the conduct by the designee of the Annual Review.

9.4 Certificate of Compliance. At any time during any year that the City Council or its designee finds that Owner is not in Default under this Agreement, City shall, upon written request by Owner, provide Owner with a written certificate of good faith compliance within fifteen (15) days of City's receipt of that request.

10. THIRD PARTY LITIGATION.

10.1 Third Party Litigation Concerning Agreement. Owner shall, at Owner's expense, indemnify and hold City, its officers, employees and independent contractors engaged in project planning or implementation, harmless from any third-party claim, action or proceeding against City, its agents, officers or employees to attack, set aside, void, or annul the approval of this Agreement (collectively, "Third-Party Claims"). City shall promptly notify Owner of any Third-Party Claim and City shall cooperate in the defense.

10.2 Duty to Defend. Owner shall defend City against all Third-Party Claims at Owner's expense with legal counsel selected by Owner. Owner shall advise City of its choice of counsel and consider, but not be obligated by, any input the City may provide regarding the retention of that counsel. With respect to any Third-Party Claim, if Owner asks City to participate in the defense of a Third-Party Claim, City shall participate. Even if not requested, City may elect to participate in the defense of any Third-Party Claim. Under either circumstance, (i) City may

select its own legal counsel to represent City in that defense and (ii) Owner shall reimburse City for the reasonable cost of that defense. For purposes of this Section 10.2, to "participate" in the defense of a Third-Party Claim shall mean that, whether through the City Attorney's office or outside counsel, the City shall appear in court hearings and trials, prepare and file briefs, and otherwise directly engage in litigation related to the Third-Party Claim.

10.3 Processing During Third Party Litigation. The filing of any third party lawsuit(s) against City or Owner relating to this Agreement, the General Plan, any Development Approvals, including Subsequent Development Approvals, or other development issues affecting the Property shall not delay or stop the development, processing, or construction of the Project, approval of Subsequent Development Approvals, or issuance of Development Approvals unless the third party obtains a court order preventing such activity. City shall not stipulate to the issuance of any such order without Owner's prior written consent.

11. DEFAULTS, REMEDIES, AND WAIVERS.

11.1 Notice. Before either Party may declare a Default under this Agreement this Agreement, the procedures of this Section must be followed. In the case of a Default arising from the conduct of an Annual Review, the procedures of this Section shall be strictly followed and shall constitute a second and independent review of the good faith compliance of Owner.

The Party asserting a Default (the "Non-Defaulting Party") may elect to do so by providing written notice to the Party alleged to be in Default (the "Defaulting Party") setting forth the nature of the Default and the actions, if any, required by the Defaulting Party to cure the Default. The Defaulting Party shall be deemed in Default if the Defaulting Party fails to cure the Default within thirty (30) business days after the date of such notice (for monetary defaults) or within sixty business (60) days after the date of such notice (for non-monetary defaults)("Cure Periods"). If the nature of the alleged Default is such that it cannot reasonably be cured within the applicable Cure Period, the Defaulting Party shall not be deemed to be in Default if it has commenced efforts to cure the Default within the applicable Cure Period and continues to diligently pursue completion of the cure.

11.2 Default Remedies. A Party who complies with the notice of Default and opportunity to cure requirements of this Section may, at its option, institute legal action to cure, correct, or remedy the alleged Default, enjoin any threatened or attempted violation, enforce the terms of this Agreement by specific performance, or pursue any other legal or equitable remedy, with the

exception of termination of this Agreement. These remedies shall be cumulative rather than exclusive, except as otherwise provided by law.

11.3 Standard of Review. Any determination that a Party is in Default shall be based upon the preponderance of evidence. In any legal action alleging or challenging a Party's determination of Default, the court shall conduct a de novo review of compliance based on the administrative record and determine if the preponderance of evidence supports the claim of Default.

11.4 Waiver; Remedies Cumulative. There are no implied waivers. All waivers of performance must be in a writing signed by the Party granting the waiver. Failure by either Party to insist upon the strict performance of any provision of this Agreement, irrespective of the length of time for which such failure continues, shall not constitute a waiver of the right to demand strict compliance with this Agreement in the future.

A written waiver affects only the performance specifically waived and defines the scope and duration of the waiver. Unless expressly stated in a written waiver, future performance of the same or any other condition is not waived.

A Party who complies with the notice and opportunity to cure requirements of this Agreement, where applicable, and pursues a legal or equitable remedy available under this Agreement does not waive its right to pursue any other remedy available under this Agreement, unless prohibited by statute, court rules, or judicial precedent.

Delays, tolling, and other actions arising under this Agreement shall not be considered waivers subject to this Section.

12. ENCUMBRANCES, ASSIGNMENTS, AND RELEASES.

12.1 Discretion to Encumber. This Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering some or all of the Property or any improvement on the Property with a Mortgage (see Section 5.19).

12.2 Mortgagee Protection. City acknowledges that any lender(s) providing financing secured by the Property and/or its improvements may require Minor Changes. If requested by Owner or a lender, City shall meet with Owner and representatives of the lender(s) to negotiate in good faith any such Minor Changes. City will not unreasonably withhold or delay its consent to a requested Minor Change provided the Minor Change is consistent with the intent and purposes of this Agreement. The following terms and conditions apply to all Mortgages:

12.2.1 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value.

12.2.2 If City timely receives a request from a Mortgagee requesting a copy of any notice of Default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days after receiving the Mortgagee's request. The Mortgagee shall have the right, but not the obligation, to cure the Default during the remaining cure period allowed Owner under this Agreement.

12.2.3 Except as otherwise provided within this Agreement, any Mortgagee who comes into possession of some or all of the Property pursuant to foreclosure of a Mortgage or deed in lieu of such foreclosure or otherwise, shall:

- Take the property acquired subject to the terms of this Agreement and as Owner's successor;
- Have the rights and obligations of an Assignee as set forth in Sections 12.3 and 12.4;
- Have the right to rely on the provisions of Section 8 of this Agreement, provided that any development proposed by the Mortgagee is in substantial conformance with the terms of this Agreement; and
- Not be liable for any Defaults, whether material or immaterial, or monetary obligations of Owner arising prior to acquisition of title to the Property by the Mortgagee, except that the Mortgagee may not pursue development pursuant to this Agreement until all delinquent and current fees and other monetary obligations, if any, due to the City under this Agreement for the portions of the Property acquired by the Mortgagee have been paid to City.

12.3 Assignments of Interest in Agreement. Owner shall have the right to sell, transfer, or assign some or all of the Property at any time during the Term (a "Property Conveyance"). Any sale, transfer, or assignment of Owner's rights and obligations under this Agreement (collectively, an "Assignment") in connection with a Property Conveyance, however, shall be subject to the requirements outlined below.

12.3.1 *Assignments Requiring City's Consent.* The qualifications and identity of Owner are of particular concern to the City. It is because of those qualifications and identity that the City has entered into this Agreement with Owner. The City has negotiated the terms of this Agreement in contemplation of the construction of the Parking Facilities. Accordingly, from the Effective Date until the issuance of a Release of Construction Covenants for the Parking Facilities, all Assignments by Owner shall be subject to the terms of this Section 12.3.

12.3.2 *Assignments Permitted Without City's Consent.* Notwithstanding any other provision of this Agreement, Assignments related to the following Property Conveyances and other transactions shall not require City consent:

- The conveyance or dedication of any portion of the Property to a public agency, including the City.
- The granting of easements or permits to facilitate construction of the Parking Facilities.
- The granting of easements or permits for utility purposes.
- Transactions for financing purposes, including the grant of a deed of trust to secure the funds necessary for land acquisition, construction, and/or permanent financing of any portion of the Project.
- The acquisition of some or all of the Property by a Mortgagee in its capacity as a Mortgagee, such as through foreclosure or a deed in lieu of foreclosure.
- If Owner is a publicly held corporation, real estate investment trust or publicly held partnership, a transfer of stock or other shares, provided there is no material change in the actual management and control of Owner.
- Transactions with an Owner affiliate, provided that, following the transaction, Owner shall (i) retain an ownership and operational interest in the Project (directly or indirectly) and (ii) Owner's current representatives shall remain the primary Owner representative(s) for purposes of communication with the City.

- Transactions which have the effect of merging Owner's interest in the Property with current or acquired interests of other entities, provided that, following the transaction, Owner shall (i) retain an ownership and operational interest in the Project (directly or indirectly) and (ii) Owner's current representatives shall remain the primary Owner representative(s) for purposes of communication with the City.

- Entering into reciprocal easement agreements and CC&Rs with tenants and end users, related to some or all of the Project.

12.3.3 *City Consideration of Requested Assignment.* The City agrees that it will not unreasonably withhold, condition, or delay approval of a request for approval of an Assignment made pursuant to this Section 12.3 which requires the City's approval, provided the Owner delivers written notice to the City requesting such approval. Such notice shall be accompanied by evidence regarding the proposed assignee's development and/or operational qualifications and experience and its financial commitments and resources in sufficient detail to enable the City to evaluate the proposed assignee pursuant to the criteria set forth in this Section 12.3. The City may, in considering any such request, take into consideration such factors as, without limitation, the assignee's experience and expertise, the assignee's past performance as developer or operator of similar developments, and the assignee's current financial condition and capabilities.

12.3.4 *Assignment and Assumption Agreement.* Prior to any Assignment (whether or not an Assignment requiring the City's consent), Owner shall give written notice to City of the Assignment and satisfactory evidence that the assignee has assumed in writing through an assignment and assumption agreement all of the Owner's obligations set forth in this Agreement (an "Assignment and Assumption Agreement"). The Assignment and Assumption Agreement shall be in a form reasonably satisfactory to the City's legal counsel.

12.3.5 *City's Action on Request for Consent.* Within fifteen (15) days after the receipt of the Owner's written Notice requesting City approval of an Assignment, the City shall either approve or disapprove the proposed assignment or shall respond in writing by stating what further information, if any, the City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Owner shall promptly provide to the City the requested information. Within fifteen

(15) days after the receipt of such information, the City shall approve or disapprove the requested Assignment. Upon the effective date of an assignment approved by the City, Owner shall be released from all obligations to the City under this Agreement with respect to the portion of the Property which is the subject of the Assignment.

12.4 Effect of Assignment. Unless otherwise stated within the Assignment, upon an Assignment:

- The Assignee shall be liable for the performance of all remaining obligations of Owner with respect to those portion of the Property which are conveyed pursuant to the Property Conveyance (the "Transferred Property"), but shall have no obligations with respect to any portions of the Property not conveyed (the "Retained Property").

- The owner of the Retained Property shall be liable for the performance of all obligations of Owner with respect to the Retained Property, but shall have no further obligations with respect to the Transferred Property.

- The Assignee's exercise, use, and enjoyment of the Transferred Property shall be subject to the terms of this Agreement to the same extent as if the Assignee were the Owner.

13. MISCELLANEOUS PROVISIONS.

13.1 Rules of Construction. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.

13.2 Entire Agreement. This Agreement constitutes the entire understanding and agreement of City and Owner with respect to the matters set forth in this Agreement. This Agreement supersedes all negotiations or previous agreements between City and Owner respecting the subject matter of this Agreement.

13.3 Recorded Statement Upon Termination. Upon the completion of performance of this Agreement or its cancellation or termination, a statement evidencing completion, cancellation, or termination signed by the appropriate agents of the Parties shall be recorded in the Official Records of Los Angeles County, California.

13.4 Project as a Private Undertaking. It is specifically understood by the Parties that (i) the Project is a private development, (ii) City has no responsibility to third parties concerning any improvements to the Property unless City accepts the improvements pursuant to the provisions of this Agreement or in connection with subdivision map approvals, and (iii) Owner shall have exclusive control of the Property.

13.5 Incorporation of Recitals. Each of the Recitals set forth at the beginning of this Agreement are part of this Agreement.

13.6 Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify or aid in the interpretation, construction, or meaning of any of the provisions of this Agreement.

13.7 Consent. Where the consent or approval of City or Owner is needed to implement Development under this Agreement, the consent or approval shall not be unreasonably withheld, delayed, or conditioned.

13.8 Covenant of Cooperation. The Parties shall cooperate and act in good faith to assist each other in the performance of the provisions of this Agreement.

13.9 Execution and Recording. The City Clerk shall cause a copy of this Agreement to be signed by the appropriate representatives of the City and recorded with the Office of the County Recorder of Los Angeles County, California, within ten (10) days following the effective date of the ordinance adopting this Agreement. The failure of the City to sign and/or record this Agreement shall not affect the validity of this Agreement.

13.10 Delay for Events Beyond the Parties' Control. Performance by either Party of its obligations under this Agreement shall be excused, and the Term shall be extended, for periods equal to the time during which (1) litigation is pending which challenges any matter, including compliance with CEQA or any other local, state, or federal law, related in any way to the approval or implementation of all or any part of the Development Plan or (2) a delay caused by any event beyond the control of the performing Party prevents or delays performance by that Party of an obligation under this Agreement. All such extensions shall be cumulative. Such events shall include, by way of example and not limitation, acts of nature, enactment of new federal or state laws or regulations, judicial actions such as the issuance of restraining orders and injunctions, delay in the issuance of bonds or formation of the Parking District, riots, strikes, and damage to work in process by reason of fire, mud, rain, floods, earthquake, or other such casualties. With respect to litigation, any such extension shall be equal to the time between the filing of litigation, on the one hand, and the entry of final judgment or dismissal, on the other.

If either Party seeks excuse from performance, it shall provide written notice of such delay to the other Party within thirty (30) days after the commencement of such delay. Any disagreement between the Parties with respect to whether this Section applies to a particular delay or default is subject to the filing by either Party of an action for judicial review of the matter, including requests for declaratory and/or injunctive relief.

13.11 Interpretation and Governing Law. In any dispute regarding this Agreement, the Agreement shall be governed and interpreted in accordance with the laws of the State of California. Venue for any litigation concerning this Agreement shall be in Los Angeles County, California.

13.12 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

13.13 Estoppel Certificate. Within ten (10) business days following a written request by either of the Parties, the other Party shall execute and deliver to the requesting Party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured Defaults under this Agreement or the responding Party alleges that specified (date and nature) Defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Party and that there are no uncured Defaults in the performance of the requesting Party, except as may be represented by the requesting Party. Owner shall pay to City all reasonable administrative costs incurred by City in connection with the issuance of estoppel certificates under this Section prior to City's issuance of such certificates.

13.14 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

13.15 Future Litigation Expenses.

13.15.1 Payment to Prevailing Party. If either Party brings a legal or equitable proceeding against the other Party which arises in any way out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and all other reasonable costs and expenses incurred in that proceeding.

13.15.2 Scope of Fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the termination of this Agreement.

13.15.3 Limitation of Liability. Owner's obligations under this Agreement are solely those of Owner. In no event shall any present, past or future officer, director, shareholder, member, employee, partner, affiliate,

manager, representative or agent of Owner (a "Related Party") have any personal liability, directly or indirectly, under this Agreement. Recourse in any way connected with or arising from this Agreement shall not be available against any Related Party

Owner and City have executed this Agreement on the dates set forth below.

CITY

City of Palmdale

By: _____
James C. Ledford, Jr.
Mayor

DATE:

OWNER

Palmdale Investment Company, LLC,
a California limited liability company

By: _____
George E. Thomas
Its: Managing Member

DATE:

ATTEST:

_____
Rebecca Smith,
City Clerk

APPROVED AS TO FORM:

By: _____
Wm. Matthew Ditzhazy
City Attorney

DATE:

A-5595

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF Los Angeles)

On 2-11-17, 2017 before me, SHABBIR AZAM NOTARY PUBLIC
(insert name and title of the officer),

personally appeared George Edward Thomas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

SHABBIR AZAM
COMM. # 2147421
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. APR. 21, 2020

A-5595

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF Los Angeles)

On May 25, 2017 before me, Lisa Roxanne Faber, Notary Public
(insert name and title of the officer),

personally appeared James C. Ledford, JR., who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Lisa Roxanne Faber

[Seal]

LISA ROXANNE FABER
Notary Public - California
Los Angeles County
Commission # 2179363
My Comm. Expires Feb 9, 2021

A-5595

EXHIBIT "A"

LEGAL DESCRIPTION

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA BEING THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27 TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE, ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, SOUTH 89°53'26" EAST, 50.00 FEET TO A POINT ON THE EASTERLY LINE OF THE EASEMENT DESCRIBED IN PART A OF THE ROAD DEED RECORDED FEBRUARY 3, 1967 AS INSTRUMENT NO. 1895, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE, ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES:

1. NORTH 00°32'20" WEST, 71.77 FEET;
2. NORTH 01°22'13" EAST, 300.17 FEET;
3. NORTH 00°32'20" WEST, 218.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 27.00 FEET;
4. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 96°11'04" AN ARC LENGTH OF 45.33 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 950.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS SOUTH 05°38'44" WEST, SAID COMPOUND CURVE BEING THE SOUTHERLY LINE OF THE EASEMENT DESCRIBED IN THE ROAD DEED RECORDED FEBRUARY 1, 1957 IN BOOK 53536, PAGE 146, OFFICIAL RECORDS OF SAID COUNTY.

THENCE, ALONG SAID SOUTHERLY LINE, THE FOLLOWING TWO (2) COURSES:

1. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°13'29" AN ARC LENGTH OF 385.08 FEET;
2. SOUTH 61°07'47" EAST, 432.47 FEET TO THE SOUTHWESTERLY LINE OF THE EASEMENT DESCRIBED IN THE DOCUMENT ENTITLED "AMENDED FINAL ORDER OF CONDEMNATION" RECORDED MAY 17, 2011 AS INSTRUMENT NO. 20110695447, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG THE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY LINES OF THE PARCELS DESCRIBED IN SAID DOCUMENT, THE FOLLOWING SIX (6) COURSES:

1. SOUTH 51°38'47" EAST, 254.92 FEET;
2. SOUTH 61°07'47" EAST, 64.35 FEET;
3. SOUTH 16°06'22" EAST, 34.40 FEET;
4. SOUTH 29°03'41" WEST, 290.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 466.50 FEET;

5. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°42'32" AN ARC LENGTH OF 152.33 FEET;

6. SOUTH 54°17'21" WEST, 23.09 FEET TO THE SOUTHERLY LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE, ALONG SAID LINE, NORTH 89°55'37" WEST, 209.72 FEET TO THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

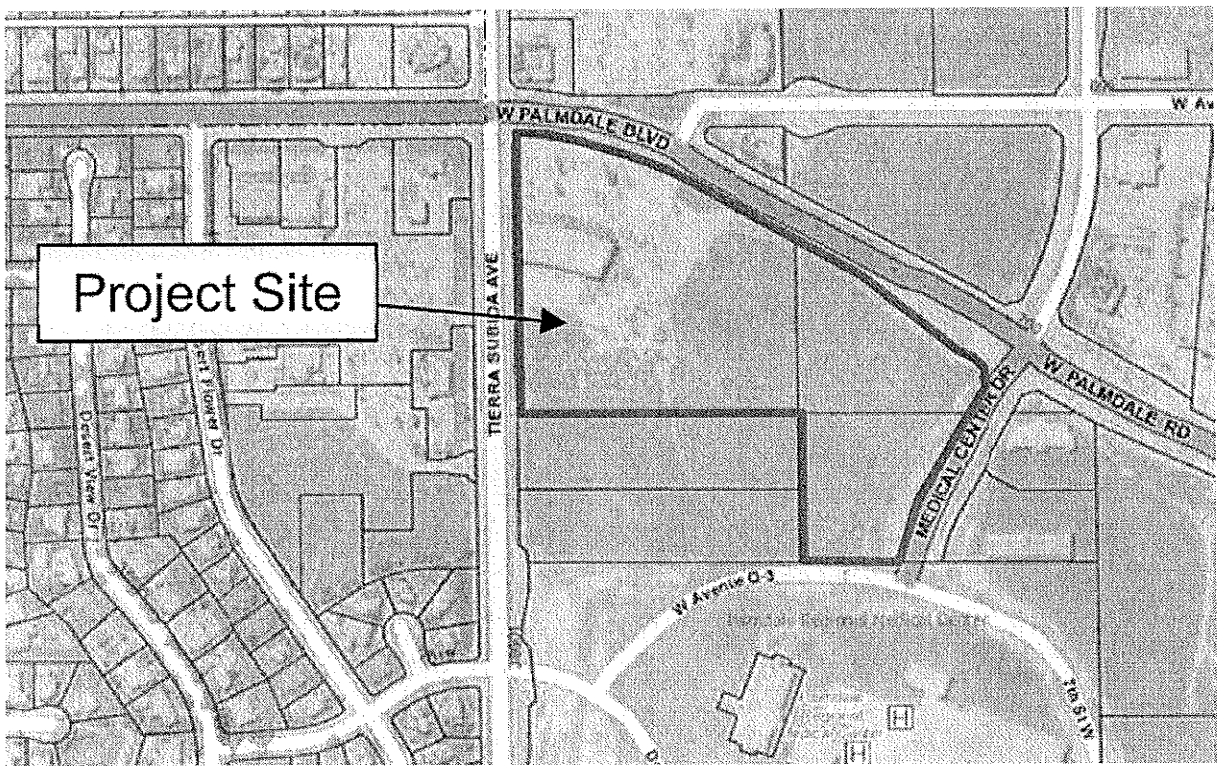
THENCE, ALONG SAID LINE, NORTH 00°37'42" WEST, 335.60 FEET TO SAID SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE, ALONG SAID SOUTHERLY LINE, NORTH 89°53'26" WEST, 619.58 FEET TO THE **TRUE POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL CONTAINS 12.13 ACRES, MORE OR LESS.

A-5595

EXHIBIT "B"

DEPICTION OF THE PROPERTY



A-5595

EXHIBIT "C"

ADDITIONAL PUBLIC BENEFITS

	Public Benefit	Description	Timing
1	**Donation to Palmdale Community Foundation**	Owner shall pay Seventeen Thousand Five Hundred Dollars ($17,500.00) to the Palmdale Community Foundation to be used to support community activities related to healthy lifestyle.	$7,500 upon occupancy of second medical office building within the Project, with $2,500 per year paid on the four anniversary dates of that first payment.
2	**Sustainability**	The Project will comply with all mandatory provisions of the California Green Building Standards Code.	At the times required under applicable regulations.
3	**Charging Stations**	The Project's parking structures shall include up to 10% (as determined by Owner), more charging stations than otherwise required by applicable regulations.	As built.
4	**Public Spaces**	Owner shall provide the City with criteria for the use of public spaces within the Project area for activities such as health fairs, education seminars, marathons, festivals, special health screenings, and other healthy-living themed events.	Prior to occupancy of the third medical office building within the Project.
5	**Non-Profit Health Care Provider Leases**	Owner shall develop a program to facilitate short-term, below-market leases to local non-profit health care providers for up to a cumulative total of 2,000 sf of office space.	After completion of the Project and occupancy of all buildings within the Project.
6	**Hiring**	To the extent within its control, commercially feasible and reasonable, and consistent with all applicable laws, Owner shall encourage the hiring of local, women-owned, and minority-owned firms or local residents, women and minority individuals (i) for Project construction and (ii) by future tenants of the Project.[1]	As applicable.
7	**Shuttle Access**	Developer shall use its best efforts to develop a commercially feasible and reasonable program for a service to transport seniors within the City to the Project.	After the Project is complete and fully leased.

[1] Where applicable, one example of how this provision may be satisfied with respect to tenants is that, prior to the occupancy of space by a tenant, Owner may provide a written statement to the tenant which includes words to the effect of *"Owner encourages Tenant to hire or contract with local, women-owned, or minority-owned firms or local residents, women, and minorities as part of its business practices."*

EXHIBIT "D"

FEES

	Fee Category	Disposition	Timing of Payment
1	**Development Fees (See Section 5.11)**	Development Fees shall be paid for those Development Fees in effect on the Effective Date at the rates in effect on the Effective Date. If, after the Effective Date, the City cumulatively decreases the rate of any Development Fee by 50% or more, the Project shall be subject only to the reduced rate. Under no circumstance shall Owner be required to pay more than Three Million Dollars ($3,000,000) toward the combined amount of (the "Combined Fee Cap"): • Development Fees (including the full amount of all Development Fees paid through the Parking District with respect to the Parking Facilities); and • Administrative Fees (see Item 2 below).	Subject to the Combined Fee Cap, Development Fees incurred before completion of construction of the second parking structure for the Project shall be paid upon completion of that construction and the certification by the City that the second parking structure is available for use. Development Fees incurred after that date shall be paid when due under applicable City regulation.
2	**Administrative Fees (See Section 5.1)**	Owner shall pay all Administrative Fees which would normally be charged for all projects within the City under City regulations in effect at the time payment is due. Under no circumstance shall Owner be required to pay more than the Combined Fee Cap toward: • Development Fees (including the full amount of all Development Fees paid through the Parking District with respect to the Parking Facilities); and • Administrative Fees.	Subject to the Combined Fee Cap, Administrative Fees shall be paid at the time those fees would normally be paid for all projects within the City under City regulations in effect when that payment is normally due.
3	**Pass-Through Fees (See Section 5.30)**	Owner shall pay all Pass-Through Fees which are collected, but not imposed, by the City.	Pass-Through Fees shall be paid at the time those fees would normally be paid for all projects within the City, provided that no Pass-Through Fees shall be collected from the Project more than thirty (30) days before those fees are required to be delivered to the pass-through agencies.

City Council Staff Report

DATE: **NOVEMBER 6, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC SAFETY DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH FLOCK GROUP INC. TO PROVIDE FLOCK SERVICES TO 75 LICENSE PLATE READER CAMERAS WITH A NOT TO EXCEED AMOUNT OF $1,133,950 FOR A CONTRACT TERM OF FIVE YEARS FROM OCTOBER 5, 2024, THROUGH OCTOBER 4, 2029**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-9017 with Flock Group Inc. to provide Flock Services to 75 License Plate Reader cameras with a not to exceed amount of $1,133,950 for a contract term of five years from October 5, 2024, through October 4, 2029; and,

2. Authorize the City Manager or her designee to execute Agreement No. A-9017 with Flock Group Inc., including minimal and/or non-substantial changes.

BACKGROUND

On July 12, 2023, Agreement No. A-8391 with Flock Group Inc. was approved to provide Flock Services to 50 License Plate Reader (LPR) cameras, specifically the Flock Safety Falcon, with a not to exceed of $157,000 for a term of one year from the date of installation, October 5, 2023, to October 4, 2024.

The Flock Safety Falcon is a solar-powered, motion-activated, infrastructure-free camera that leverages Flock's proprietary Vehicle Fingerprint® technology to identify and take a snapshot of the critical vehicle details as it passes by it.

Flock technology helps locate stolen vehicles, vehicles used in crimes and vehicles related to an investigation. The Flock Safety Falcon captures the make, vehicle type, color, license plate (full, partial, or missing), state of the license plate, and the vehicle's unique features, including damage and after-market alterations. Since its installation,

Flock has read approximately 12 million license plates monthly and has been instrumental in investigating countless crimes within Palmdale.

Like mobile phones, they are connected to the cloud through LTE and operate 24/7 in any weather.

Flock Safety LPR cameras leverage the FBI's National Crime Information Center (NCIC) federal and state hotlist, updated at least every 24 hours, to send real-time alerts to nearby law enforcement officers when a wanted or stolen vehicle is detected. Officers can then verify that information with their dispatch to safely make arrests and recover stolen property. They also integrate with the National Center for Missing and Exploited Children's AMBER Alert database to help locate missing individuals and can be used in the same capacity for Silver Alerts.

Flock Group Inc. remains the sole manufacturer and distributor of the Flock Safety LPR cameras, currently utilized by businesses and law enforcement across Southern California.

The Los Angeles County Sheriff's Department (LASD) will be able to continue utilizing systems within the surrounding jurisdiction, allowing access to a broader network of resources than if the City were to utilize a different product.

DISCUSSION

In partnership with the LASD, staff has identified the need for 25 additional cameras to expand the digital net of the Flock camera system, increasing the total number of LPR cameras throughout the City from 50 to 75.

Access to LPR data will be restricted to authorized personnel, based strictly on job function and the principle of least privilege. Only authorized users of the LASD may access flock camera footage. Strong access controls, including user authentication and authorization mechanisms, will be implemented to ensure data security.

FISCAL IMPACT

$1,133,950 for a five-year term; Funds for FY 2024-25 are budgeted and available in the amount of $229,950 in account 10125002-737126. Funds for subsequent years will be allocated through the annual budget process.

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-9017 with Flock Group Inc.

Flock Safety + CA - City of Palmdale

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

MAIN CONTACT:
Tonia Crump
tonia@flocksafety.com
4049329942

flock safety

EXHIBIT A

ORDER FORM

Customer:	CA - City of Palmdale	Initial Term:	60 Months
Legal Entity Name:	CA - City of Palmdale	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	38300 Sierra Hwy Palmdale, California 93550	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$226,000.00**
Flock Safety Flock OS			
FlockOS ™ -	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	50	Included
Flock Safety Falcon ®	Included	23	Included
Flock Safety Falcon ® Flex	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	1	$650.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	22	$3,300.00

Subtotal Year 1:	$229,950.00
Annual Recurring Subtotal:	$226,000.00
Estimated Tax:	$0.00
Contract Total:	$1,133,950.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

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

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$229,950.00
Annual Recurring after Year 1	$226,000.00
Contract Total	$1,133,950.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ -	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Falcon ® Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

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

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

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Specific Services Agreement

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

A. Intent of the Parties

1. Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer. Customer is contracting only for image and recording of that data via this Agreement. ("***Notifications***"):

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

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

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

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B. AGREEMENT

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

1.13 "***Retention Period***" means the 30 rolling day time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

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

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

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2. SERVICES AND SUPPORT

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

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

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

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

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

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

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

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3. CUSTOMER OBLIGATIONS

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

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

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

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content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data*"**). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

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

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with

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respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial, administrative or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret. Flock acknowledges Customer is subject to the California Public Records Act and agrees that Customers compliance with the law does not violate any term, express or implied, of this Agreement.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

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

6. PAYMENT OF FEES

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

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

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

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional

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amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period and minimize and repair any unreasonable damage to Customers property. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

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8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

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

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

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

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

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APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

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

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

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

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NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS ABSOLVING FLOCK OF LIABILITY.

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

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

10. INSTALLATION SERVICES AND OBLIGATIONS

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

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

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

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

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

11. MISCELLANEOUS

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

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

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

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

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

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

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

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11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts so long as the use is professional and does not put Customer into a bad light.

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

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

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

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

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

11.14 **Public Disrepute.**

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

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

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN: Ronda Perez and Roxanne Faber

EMAIL:

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EXHIBIT B

INSURANCE

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

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

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

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

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

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

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

City Council Staff Report

DATE: **NOVEMBER 6, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
INNOVATION AND ENVIRONMENTAL DIVISION

DISTRICT: **ALL**

SUBJECT: **ACCEPT THE CHARGING AND FUELING INFRASTRUCTURE DISCRETIONARY GRANT OPPORTUNITY FROM THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION FOR THE FUNDING AMOUNT OF $14,810,000 AND APPROVE AGREEMENTS FOR THE IMPLEMENTATION OF THE EVEQUITY LEADERSHIP PROJECT**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-9080 with the U.S. Department of Transportation Federal Highway Administration for the acceptance of Charging and Fueling Infrastructure Discretionary Grant Opportunity for the EVequity Leadership Project, for a not to exceed amount of $14,810,000. The term of this contract has an estimated project start date upon full execution and must be expended by September 30, 2030;

2. Authorize the City Manager or her designee to execute Agreement No. A-9080 with the U.S. Department of Transportation Federal Highway Administration including minimal and/or non-substantial changes;

3. Approve Agreement No. A-8996 with The Energy Coalition (TEC) for program administration, installation, and maintenance of the charging stations services for a not to exceed amount of $14,650,000. The term of this contract has an estimated project start date upon full execution and must be expended by September 30, 2030; and,

4. Authorize the City Manager or her designee to execute Agreement No. A-8996 with TEC, including minimal and/or non-substantial changes.

BACKGROUND

The City and TEC, a California-based nonprofit organization, were awarded a $14,810,000 grant from the CFI Discretionary Grant Opportunity to spearhead the EVequity Leadership Project (Project) implementation. The Project will address critical challenges in disadvantaged communities by installing 390 Level 2 chargers and 22 Direct-Current Fast Chargers (DCFC) at approximately 50 strategically selected locations across various organizations in Los Angeles County. These sites span eight congressional districts, with 37 sites meeting the Justice40 criteria, ensuring equitable access to Electric Vehicle (EV) charging infrastructure.

The Project builds on the success of the County of Los Angeles Demonstration Project, Public Power-Up, and expands it by incorporating DC fast charging and additional locations. By strategically placing chargers at government-owned properties within walking distance of affordable housing, the Project will reduce obstacles to EV adoption in disadvantaged communities, where EV adoption and charging infrastructure development have been historically limited.

In addition to installing EV infrastructure, the Project includes outreach and workforce development programs. The programs, which are based on successful pilot initiatives, will be operated by local non-profits to inform communities of the benefits of EVs and provide hands-on support in applying for vehicle incentives.

DISCUSSION

The City will be a pass-through agency. The overall Project budget total is $18,510,000, of which $14,810,000 will be grant reimbursable. The grant will cover 80% of the total cost of implementing the Project. The remaining 20% will be provided through a combination of California Energy Commission (CEC) funds, the City's private sector partner Electric Vehicle Charging Solutions (EVCS), and two CEC-funded programs managed by TEC which cover the grant's cost share requirements.

The City will receive $1,694,000 of the grant funds to install charging stations and $150,000 to administer the program. The City will also receive a proposed total of 24 Level 2 chargers and a proposed total of eight Level 3 DCFCs at three facilities: Domenic Massari Park, Palmdale Library, and Poncitlan Square.

The City will enter Agreement No. A-8996 with TEC for prime consultant services including program administration, installation, and maintenance of the charging stations, for a total not to exceed amount of $14,650,000.

TEC, in conjunction with their subcontractor EVCS, demonstrates unique expertise and competence in managing similar projects, rendering them specifically qualified for this agreement. As the pass-through agency, Palmdale will draw down the grant funds for the

various locations across several jurisdictions to pay for the installation of EV charging units when the work is completed.

FISCAL IMPACT

$14,810,000; will be from a CFI grant administered by the U.S. Department of Transportation Federal Highway Administration. A budget of $1,844,000 is allocated for FY 2024-25 and future allocations will be proposed through the annual budget process. The Project is budgeted in Account # G0172240-724525-1127.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

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

Prepared by:	Leonardo Torres, 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-9080 with The U.S. Dept. of Transportation
Agrmt No. A-8996 with The Energy Coalition

CHARGING AND FUELING INFRASTRUCTURE DISCRETIONARY GRANT PROGRAM
GRANT AGREEMENT TEMPLATE
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

MARCH 22, 2024

1. Award No.

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.205

4. Award To

Unique Entity Id.:
TIN No.:

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590

6. Period of Performance
Effective Date of Award – [enter date]

7. Total Amount

Federal Share:	$0
Recipient Share:	$0
Total:	$0

8. Type of Agreement
Grant

9. Authority
Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58, § 11401 November 15, 2021) codified at 23 U.S.C. 151

10. Procurement Request No.

11. Federal Funds Obligated
$0

12. Submit Payment Requests To
See Article 13 of the General Terms and Conditions.

13. Payment Office
See Article 13 of the General Terms and Conditions.

14. Accounting and Appropriations Data by Fiscal Year (FY)

15. Description of Project

RECIPIENT

16. Signature of Person Authorized to Sign

_____

Signature Date
Name:
Title:

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

_____

Signature Date
Name:
Title: Agreement Officer

CHARGING AND FUELING INFRASTRUCTURE DISCRETIONARY GRANT PROGRAM
GRANT AGREEMENT TEMPLATE
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

MARCH 22, 2024

FEDERAL HIGHWAY ADMINISTRAITON

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 and FISCAL YEAR 2023 CHARGING AND FUELING INFRASTRUCTURE GRANT PROGRAM

This agreement is between the Federal Highway Administration (the "**FHWA**") and the [insert full name of applicant] (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Charging and Fueling Infrastructure ("**CFI**") Grant for the [insert full name of the project from the application].

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient's assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Fueling Infrastructure (CFI) Grant Program" dated March 1, 2024, which is available at https://www.fhwa.dot.gov/environment/cfi/resources/fy2022-2023-cfi-terms-conditions.pdf. The General Terms and Conditions reference the information contained in the schedules A – K to this agreement. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action which may include but is not limited to terminating the CFI grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the CFI Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

2.1 The Recipient acknowledges that the Project must be performed in compliance with the National Electric Vehicle Infrastructure Standards and Requirements under 23 CFR part 680 including but not limited to the data reporting requirements under 23 CFR 680.112.

2.2 The Recipient acknowledges the requirements, including the non-Federal cost share requirements applicable to contracting with Private Entity, in the FY 2022-2023 CFI Terms and Conditions document under section Article 12 titled Contracting and Subawards in section 12.8: Requirement to Contract with a Private Entity.

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: [insert full title of submitted application]

Application Date: [insert the date in box 3 of the SF-424]

2. Recipient's Unique Entity Identifier.

See section 25.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Name
Title
Agency
Mailing Address
Phone Number
Email Address

4. Recipient Key Personnel.

Name	**Title or Position**
[insert name]	[insert title]

5. FHWA Project Contact(s).

[enter name]
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
[enter telephone]
[enter email address]

and

[enter name]

Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
[enter telephone]
[enter email]

and

[enter name]

Agreement Officer Representative (AOR)
[enter job title]
[enter office]
[enter address]
[enter telephone]
[email address]

and

[enter name]
[enter job title]
[enter office]
[enter address]
[enter telephone]
[email address]

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 25.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

10. Subawards and Contracts.

Note: See 2 CFR 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

(a) Unless described in the application and funded in the approved award, or otherwise exempted by the AO in writing, the Recipient must obtain prior written approval from the Agreement Officer (the "**AO**") for the subaward, transfer, or contracting out of any non-construction CFI Grant work under this agreement above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.

(b) Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

(c) The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

[List each subaward and contract here]

[OR]

No subawards or contracts have been approved.

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

2. Statement of Work.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement. See schedule E for changes to the project described in the application.

[If no actions have been taken yet to consider: (1) Climate Change and Environmental Justice Impacts (see schedule H); (2) Racial Equity and Barriers to Opportunity (see schedule I); or (3) Labor and Work (see schedule J) then, as applicable, provide the following:

Climate Change and Environmental Justice Impacts Actions: [describe each action]

Racial Equity and Barriers to Opportunity Actions: [describe each action]

Labor and Work: [describe each action]

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: [insert date]

Period of Performance End Date: See section 4.4 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	**Schedule Date**
Planned Construction Substantial Completion and Open to Traffic Date:	[insert date]

3. Special Milestone Deadlines.

[Choose the appropriate one of these two alternatives.]

[**Alternative #1:** If the only critical dates are completion dates, then use the following:]

None.

[**Alternative #2:** If there are additional critical dates, use this table and insert a row for each date. The milestone must be described in enough detail that there is no ambiguity about when it is met. Each of these milestones is intended to establish a clear trigger for FHWA to terminate the award or amend the terms of this agreement.

If railroad coordination agreements need to be executed, add a milestone for each, prefixed with "Railroad Coordination Agreement: " See section 24.6 of the General Terms and Conditions. If additional activities are required under schedules H, I, or J, milestones are required here for those activities.]

Milestone	**Deadline Date**
[insert milestone]	[insert date]

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

CFI Grant Amount: [$XXX]

2. Federal Obligation Information.

Federal Obligation Type: Single

[**Alternative #2:** If funds are to be obligated in project phases or by component:]

Federal Obligation Type: Multiple

Obligation Condition Table		
	Federal Share Portion of the CFI Grant	**Obligation Condition**
[insert name of first phase (*e.g.*, "Base phase") or component (*e.g.*, "Component 1")]	[$XXX]	
[insert name of second phase (*e.g.*, "Option phase 1") or component (*e.g.*, "Component 2")]	[$XXX]	[FHWA will describe the conditions such as NEPA approval; ROW]

3. Approved Project Budget.

Eligible Project Costs

	[Component 1]	[Component 2]	Total
CFI Grant Funds:	[$XXX]	[$XXX]	[$XXX]
Other Federal Funds:	[$XXX]	[$XXX]	[$XXX]
State Funds:	[$XXX]	[$XXX]	[$XXX]
Local Funds:	[$XXX]	[$XXX]	[$XXX]
In-Kind Match:	[$XXX]	[$XXX]	[$XXX]
Other Funds:	[$XXX]	[$XXX]	[$XXX]
Total:	[$XXX]	[$XXX]	[$XXX]

4. Approved Pre-award Costs

[Choose the appropriate one of these two alternatives.]

[If FHWA did not approve pre-award costs:]

None. The FHWA has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

[If FHWA approved pre-award costs]

On [insert date], [Recipient] sent a written request to the FHWA for pre-award approval under 2 C.F.R. 200.458 for costs to [insert activity]. The pre-award approval request would allow the recipient to [describe the reason for pre-award authority]. [Recipient] requested pre-award approval for $XXX in CFI Grant funds or non-Federal funds for match.

The FHWA Office of Acquisition and Grants Management determined that the pre-award costs were incurred directly pursuant to the negotiation and in anticipation of the Federal award and were necessary for efficient and timely performance of the scope of work. That office issued a notice to proceed with pre-award costs on [insert date].

SCHEDULE E
CHANGES FROM APPLICATION

Scope:

[If the activities described in schedule B materially differ from the scope presented in the application, describe the changes here and explain the need for those changes. If there are no changes, state that there are no changes.]

Schedule:

[If any dates listed in sections 2–3 of schedule C differ from the estimated schedule presented in the application by more than six months, describe the changes here and provide an explanation of the cause of those changes. If there are no changes, state that there are no changes and remove the milestone table below.]

The table below compares the Project milestone dates.

Milestone	**Application**	**Agreement**
Planned Construction Substantial Completion and Open to Traffic Date:	[insert date]	[insert date]

Budget:

[If any amounts listed in sections 3–4 of schedule D differ from the budget presented in the application, describe the changes here and provide an explanation of the cause of those changes. If there are no changes, state that there are no changes and remove the budget table below.]

The table below provides a summary comparison of the Project budget.

	Application		**Schedule D**	
Fund Source	$	%	$	%
Previously Incurred Costs				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
CFI Funds				
Other Federal Funds				
Non-Federal Funds				

Fund Source	Application		Schedule D	
	$	%	$	%
Total Future Eligible Project Costs				
Total Project Costs				

Other:

[If there are notable changes in aspects of the Project other than scope, schedule, and budget (*e.g.*, recipient changes), then describe those changes here. If there are not, then state that there are no other notable changes from the application.]

SCHEDULE F
CFI PROGRAM DESIGNATIONS

1. Corridor or Community Designation.

Corridor-Community Designation: [Corridor] [Community]

2. Funding Source.

Funding Source: Highway Trust Funds (Infrastructure Investment and Jobs Act (Pub. L. 117–58, § 11101(b)(1)(A) November 15, 2021)

3. Security Risk Designation.

Security Risk Designation: [Low] [Elevated]

4. Funding Act.

Infrastructure Investment and Jobs Act (Pub. L. 117–58, § 11401 November 15, 2021).

5. Funds Obligation.

Obligation Deadline for FY 2022 Funds: September 30, 2025

Obligation Deadline for FY 2023 Funds: September 30, 2026

Funds are available until expended.

~~**6. Cancellation Date.**~~ **N/A**

~~Cancellation Date for FY 2022 Funds: September 30, 2030~~

~~Cancellation Date for FY 2023 Funds: September 30, 2031~~

SCHEDULE G
CFI PERFORMANCE MEASUREMENT INFORMATION

Study Area: [Insert description of study]

Baseline Measurement Date: [insert date]

Baseline Report Date: [insert date]

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Number of EV charging ports and/or Hydrogen stations (operational)	Number of EV charging ports and/or Hydrogen stations that are operational (open for use by the public) as part of the grant project. For EV chargers, report by type, e.g., DCFC and level 2.	Quarterly
23 CFR 680.112 Reporting (EV Charging only)	Data reporting after each EV charging port is operational, as required by 23 CFR 680.112. Reporting using EV-ChART is required.	One Time, Quarterly, and Annually Refer to EV ChART Guidance.

SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. *(Identify the tool(s) in the supporting narrative below.)*
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)*
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)*
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)*
	The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)*
	The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)*
	The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)*

	The Project improves disaster preparedness and resiliency *(Describe how in the supporting narrative below.)*
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. *(Describe how in the supporting narrative below.)*
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)*
	The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)*
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)*
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

Supporting Narrative.

[Insert supporting text, as described in the table above.]

SCHEDULE I
EQUITY AND BARRIERS TO OPPORTUNITY

Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*

	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

Supporting Narrative.

[Insert supporting text, as described in the table above.]

SCHEDULE J
LABOR AND WORK

Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. *(Describe the relevant provisions in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeship in the supporting narrative below.)*
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)*

	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)*
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. *(Describe the equal opportunity plan in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*

	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

Supporting Narrative.

[Insert supporting text, as described in the table above.]

SCHEDULE K
CIVIL RIGHTS AND TITLE VI

1. Recipient Type Designation.

[Choose the appropriate one of these two alternatives.]
[**Alternative #1**, if either
(1) the Recipient has an award with same operating administration that makes the Recipient subject to the operating administration's Title VI requirements; or
(2) the Recipient had an award with same operating administration as a result of which the Recipient is already in compliance with the operating administration's Title VI requirements:]

Recipient Type Designation: Existing

Existing Award Program: [Assistance Listing Number or Name for grant program]

[**Alternative #2**:]

Recipient Type Designation: New

2. Title VI Assessment Information.

[Choose the appropriate one of these two alternatives.]
[**Alternative #1**, if the Recipient Type Designation is Existing:]

This section is not applicable because the Recipient Type Designation is "Existing."

[**Alternative #2**, if the Recipient Type Designation is New:]

Title VI Assessment Completion Date: [insert date]

AGREEMENT NO. A-8996
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND THE ENERGY COALITION

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

RECITALS

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

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

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

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

The City of Palmdale in partnership with The Energy Coalition (TEC) and EV Charging Solutions (EVCS) applied to the Charging and Fueling Infrastructure (CFI) grant and the City was awarded $14,810,000.00. As part of the grant cost share requirement, EVCS will be funding $3,700,000.00. The overall project budget total is $18,510,000.00. The project is aimed at widespread installation of electric vehicle (EV) charging stations across the City of Palmdale and across other Los Angeles County Agencies for a total of 390 Level 2 chargers and 22 DC fast chargers.

TEC is is the prime consultant for program administration, installation, and will oversee the maintenance of the charging stations being done by EVCS. TEC will provide services required to be in compliance with the CFI grant which include the general terms and conditions, outlined in Attachment A, for a total not to exceed $18,350,000.00.

Task A: Project Administration and Management

1)Attend Project Team Meetings
- Participate in relevant meetings throughout the project's lifetime
- Coordinate with the City of Palmdale and make reasonable accommodations to

participate

2)Monthly Invoicing
● Send monthly invoices to the City of Palmdale
● Submit invoices for time and expenses incurred during the previous month by the 15th calendar day of each month
● Ensure compliance with CFI Terms and Conditions. Invoices should include predetermined minimum rates of wages for skilled and unskilled labor as per 23 U.S.C. 113 and 23 U.S.C. 109(s)(2).

3)Monthly Reporting
● Provide monthly report updates to the City of Palmdale as required by CFI program guidelines
● Submit reporting updates by the 15th calendar day of each month to support FHWA reporting requirements

Deliverables:
● Timely reporting and invoices

Task B: Direct Scope of Services

1)Project Development Phase

a. Site Selection and Planning
● Conduct detailed discussions with all participating public agencies to identify optimal sites for Level-2 and Level-3 charger installations
○ Align site selections with each agency's plans and goals
○ Identify additional funding through the California Energy Commission's Public Power-Up program

b. Technical Education with support from the EV vendor
● Educate agencies on various charger options and layout configurations
● Provide technical guidance for site-specific installations
● Assist agencies in understanding technical requirements and implications

c. Site Host Agreement Review
● Facilitate calls between EVCS and participating agencies
● Review electric vehicle infrastructure vendor site host agreements between EVCS and participant agencies
● Provide recommendations and clarifications to participating agencies, as needed

d. Council Approval Support
● Offer technical support to agencies in preparing for and securing council approvals
● Assist participating agencies in developing presentation materials and addressing

technical queries

2)Administrative Support for the City of Palmdale

a. Vendor Management
● Facilitate and oversee the contracting process with EVCS
● Serve as a liaison between the City of Palmdale and EVCS as needed
● Provide oversight of work by the cities of Cudahy and South El Monte for charger installations at their respective cities

b. Financial Oversight Support
● Review and process invoices from EVCS
● Review and process invoices from the cities of Cudahy and South El Monte
● Review all financial documentation for compliance with grant requirements
● Document and report the labor and O&M activities from the EV vendor subcontractor attributed to the match share as per CFI terms and conditions

c. Reporting and Compliance
● Draft progress reports for the City of Palmdale at a frequency required by the CFI guidelines
● Prepare detailed expenditure reports to meet CFI reporting requirements
● Monitor project milestones and track overall progress
● Document challenges faced during implementation
● Record and report significant changes or deviations from the original scope of work

3)Project Implementation, Monitoring and Quality Assurance

a. Implementation Oversight
● Monitor the overall progress of charger installations across all participating agencies
● Ensure charger installations are in compliance with grant guidelines and specifications
● Coordinate with agencies and vendors to address issues during installation

b. Technical Quality Control
● Conduct periodic site visits to verify installations

4)Collaboration and Communication

a. Inter-Agency Coordination
● Facilitate communication between the City of Palmdale and other participating agencies
● Organize quarterly update meetings to ensure all parties are informed of project progress

b. Stakeholder Management
● Act as a point of contact for queries related to technical aspects of the project
● Assist in preparing communication materials for various stakeholders as needed

5)Project Closure and Evaluation

a. Final Reporting
● Compile a comprehensive final report detailing project outcomes, challenges, and lessons learned
● Assist Palmdale with the preparation of any required deliverables for the CFI program

b. Knowledge Transfer
● Develop best practices documentation based on project experiences
● Conduct a closeout meeting with all participating agencies to share insights and gather feedback

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

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

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

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

2 CITY PROJECT MANAGER

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

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

Rebecca Hausheer, Director
Pranesh Venugopal, Program Manager
Kevin Torres, Project Manager
Monica Inouye, Sr. Project Coordinator
Leslie Lopez, Project Coordinator
Chris Alano, Accounting Supervisor
Tracey Igawa, Project Accountant
Kristin Knox, Program Analyst
Emma Vo, Controller

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

4 CONTRACT TERM

The term of this contract has an estimated project start date upon full execution of the contract and must be expended by September 30, 2030 in accordance with CFI Discretionary Grants Program (FY2022-2023). TEC will be responsible for performance measures as required by 23 CFR 680.112.

5 TAXES

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

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

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

6 PATENT FEES AND ROYALTIES

CONSULTANT shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified by CITY for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONSULTANT shall indemnify and

hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product or device not specified by CITY, and shall defend all such claims in connection with any alleged infringement of such rights.

7 STANDARDS OF PERFORMANCE

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

8 CONSULTANT’S PERSONNEL

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

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

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

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of fourteen million and six hundred and fifty thousand dollars ($14650000.00), payable as follows:

The fees will be reimbursed, with the stipulation that the CONSULTANT must submit invoices for time and expenses incurred during the previous month by the 15th

calendar day of each month to the City of Palmdale. Ensure compliance with CFI Terms and Conditions. Invoices should include predetermined minimum rates of wages for skilled and unskilled labor as per 23 U.S.C. 113 and 23 U.S.C. 109(s)(2).

The billing methodology will be as follows:
Max Direct Labor, Fringe, Indirect per position classification.

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

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

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

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

10 INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT and any contractors or subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter "Indemnified Parties") for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONSULTANT, its contractors or subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONSULTANT and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or

liability. CONSULTANT shall ensure that the contract of any contractor or subcontractor working under this agreement contain an indemnity agreement, requiring the contractor or subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONSULTANT shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

11 INSURANCE

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

11.1.1 Workers’ Compensation and Employer’s Liability

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

11.1.2 Professional Liability (Errors & Omissions) Insurance*

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

11.1.3 Commercial General Liability

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

11.1.4 Commercial Automobile Liability

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

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

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

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

maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificate and endorsements shall state: “The City of Palmdale, the Successor Agency of the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Industrial Development Authority of the City of Palmdale, Palmdale Airport Authority, their officers, agents, employees and volunteers are named as additional insured’s.”

B. “Severability of Interest” clause.

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

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

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

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

11.8 Acceptable Proof of Insurance:

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

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

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

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

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

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

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

12 TERMINATION WITHOUT CAUSE

CITY reserves the right to terminate this Contract or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to cease such work. CONSULTANT shall also surrender to CITY all finished or unfinished documents or programs and other materials, which shall be City’s property. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

13 TERMINATION FOR CAUSE

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

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

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

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

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

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

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

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

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

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

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

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

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

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

18 FINANCIAL INTEREST CERTIFICATION

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

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

19 CONFLICT OF INTEREST

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

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

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

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

20 COMPLIANCE WITH LAW

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

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

21 NOTICES

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

22 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

23 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

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

THE ENERGY COALITION:

SIGNATURE AREA

Rebecca Hausheer
Director

ADDRESS FOR NOTICE:
THE ENERGY COALITION
525 Technology Drive Suite 350
Irvine, CA 92618

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

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

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

City Council Staff Report

DATE: **NOVEMBER 6, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **3**

SUBJECT: **APPROVE FINAL PARCEL MAP NO. 83985 (LOCATED AT THE NORTHEAST CORNER OF AVENUE S AND 40TH STREET EAST)**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Final Parcel Map No. 83985 (located at the northeast corner of Avenue S and 40th Street East);

2. Authorize the City Clerk to execute the City Clerk's Statement and Special Assessments Statement; and,

3. Authorize the Acting City Surveyor to execute the City Surveyor's Statement and file the map with the County Recorder.

BACKGROUND

Final Parcel Map No. 83985, located on the northeast corner of Avenue S and 40th Street East, is a 4.47-acre subdivision, legally creating four parcels to construct three commercial buildings (one express car wash and two drive-through restaurants). All the proposed lot sizes and dimensions comply with the City's Zoning Ordinance. The applicant for this development is CVSA Palmdale LLC, a California Limited Liability Company. The Planning Commission approved the tentative parcel map on June 8, 2023, by Resolution No. PC-2023-011.

DISCUSSION

This final parcel map is consistent with the tentative parcel map, and all final map conditions of approval have been met. The Acting City Land Surveyor has reviewed the final map for technical accuracy, verified it complies with the Subdivision Map Act, and deemed this Final Parcel Map as 'timely filed'.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Leonardo Torres, 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

Parcel Map No. 83985

PARCEL MAP NO. 83985

SHEET 1 OF 4 SHEETS

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT

TENTATIVE MAP EXPIRES JUNE 20, 2026

ANTELOPE VALLEY ENGINEERING, INC.

W.R. GORMAN L.S. 8767

4 PARCELS

4.60 ACRES

OWNER'S STATEMENT

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

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

AS A DEDICATION TO PUBLIC USE, WHILE ALL OF AVENUE S AND 40TH STREET EAST WITHIN OR ADJACENT TO THIS SUBDIVISION REMAIN PUBLIC STREETS, WE HEREBY DEDICATE TO THE CITY OF PALMDALE THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM ABUTTING PARCELS TO SAID STREETS. IF ANY PORTION OF SAID STREETS WITHIN OR ADJACENT TO THIS SUBDIVISION IS VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

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

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

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

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

EASEMENTS FOR PUBLIC PURPOSES FOR SANITARY SEWER PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

CVSA PALMDALE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OWNER

BY: CVSA MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGER

BY: SAGE INVESTCO DEUX, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY,
ITS CO-MANAGER

BY:

PATRICK CHARRIOU DATE
MANAGER

BY: CITIVEST COMMERCIAL INVESTMENT, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY,
ITS CO-MANAGER

BY:

DANA HAYNES DATE
MANAGER

DEED OF TRUST BENEFICIARY

CREC NNN LENDING POOL I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED **DECEMBER 12, 2023** AS INSTRUMENT NO. **20230866292** OF OFFICIAL RECORDS, AND BY ASSIGNMENT RECORDED **JANUARY 11, 2024** AS INSTRUMENT NO. **20240024173** OF OFFICIAL RECORDS.

CREC NNN LENDING POOL I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BENEFICIARY

BY:

TREVOR SMITH
AUTHORIZED REPRESENTATIVE

SIGNATURE OMISSION NOTES

THE SIGNATURE OF FRESH & EASY NEIGHBORHOOD MARKET INC, A DELAWARE CORPORATION, AS HOLDER OF A LESSEE'S INTEREST AS DISCLOSED BY A MEMORANDUM OF LEASE AND COVENANTS (GROUND LEASE) RECORDED APRIL 8, 2008 AS INSTRUMENT NO. 20080599509 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF WILLIAM W. GUTHRIE AND LEONA E. GUTHRIE AS HOLDER OF RIGHTS TO OIL AND MINERALS PER DEED RECORDED SEPTEMBER 27, 1945 IN BOOK 22367 PAGE 55 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(C) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF **PATRICK CHARRIOU IN JULY 2023.** I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, IF ANY; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE, OR WILL BE IN PLACE WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS 'TO BE SET' WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE SHOWN HEREON.

W.R. GORMAN, L.S. 8767
EXPIRES: 12/31/2024

10/2/2024
DATE

LICENSED LAND SURVEYOR
W.R. GORMAN
Exp. 12/31/24
NO. 8767
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

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

DATE:

FREDERICK R. JONES JR.
ACTING CITY SURVEYOR

LICENSED LAND SURVEYOR
FREDERICK R. JONES JR.
NO. 5458
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I, **ROCHELLE SCOTT,** CITY CLERK OF THE CITY OF PALMDALE, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF PALMDALE CITY COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____ 20__, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP;

AND ON BEHALF OF THE PUBLIC, SAID COUNCIL DID:

ACCEPT THE DEDICATION TO THE CITY OF PALMDALE: THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS AS OFFERED.

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

ACCEPT THE DEDICATION AND GRANT OF EASEMENTS FOR PUBLIC PURPOSES FOR SANITARY SEWER PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.;

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

DATE:

ROCHELLE SCOTT
CITY CLERK – CITY OF PALMDALE

SPECIAL ASSESSMENT STATEMENT

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

DATE:

ROCHELLE SCOTT
CITY CLERK – CITY OF PALMDALE

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF NORTH 89°34'22" WEST BEING THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN (CENTERLINE OF AVENUE S) AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 343, PAGE 24 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

SOILS REPORT NOTE

IN ACCORDANCE WITH SECTION 66434.5 OF THE SUBDIVISION MAP ACT, A SOILS REPORT WAS PREPARED ON **MARCH 16, 2022** BY **BRUIN GEOTECHNICAL SERVICES INC, JOB NO. 20-263,** AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

MONUMENTATION NOTES

SPIKE AND WASHER TAGGED "L.S. 8767" TO BE SET DOWN 0.04' AS SHOWN ON MAP.

TACK & TAG "L.S. 8767" TO BE SET FLUSH WITH CONCRETE SURFACE OR IN TOP OF C.M.U. WALL AS SHOWN ON MAP.

SEE SHEET '2' FOR NOTARY ACKNOWLEDGMENTS AND COUNTY CERTIFICATIONS AND SEALS

PARCEL MAP NO. 83985

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

W.R. GORMAN L.S. 8767

4 PARCELS

4.60 ACRES

NOTARY ACKNOWLEDGMENT

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

STATE OF)
COUNTY OF) S.S.

ON _____, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
PATRICK CHARRIOU
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND,

_____ _____ _____
SIGNATURE – NOTARY PUBLIC COMMISSION NO. COMMISSION EXPIRES

_____ _____ _____
PRINT NAME – NOTARY PUBLIC PRINCIPAL PLACE OF BUSINESS COUNTY

(NOTARY STAMP NOT REQUIRED PER GOVERNMENT CODE 66436)

NOTARY ACKNOWLEDGMENT

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

STATE OF)
COUNTY OF) S.S.

ON _____, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
DANA HAYNES
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND,

_____ _____ _____
SIGNATURE – NOTARY PUBLIC COMMISSION NO. COMMISSION EXPIRES

_____ _____ _____
PRINT NAME – NOTARY PUBLIC PRINCIPAL PLACE OF BUSINESS COUNTY

(NOTARY STAMP NOT REQUIRED PER GOVERNMENT CODE 66436)

NOTARY ACKNOWLEDGMENT

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

STATE OF)
COUNTY OF) S.S.

ON _____, BEFORE ME, _____
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
TREVOR SMITH
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND,

_____ _____ _____
SIGNATURE – NOTARY PUBLIC COMMISSION NO. COMMISSION EXPIRES

_____ _____ _____
PRINT NAME – NOTARY PUBLIC PRINCIPAL PLACE OF BUSINESS COUNTY

(NOTARY STAMP NOT REQUIRED PER GOVERNMENT CODE 66436)

LOS ANGELES COUNTY CERTIFICATIONS AND SEALS:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER – CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 83985 AS REQUIRED BY LAW.

EXECUTIVE OFFICER – CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

PARCEL MAP NO. 83985

SCALE 1"=40'

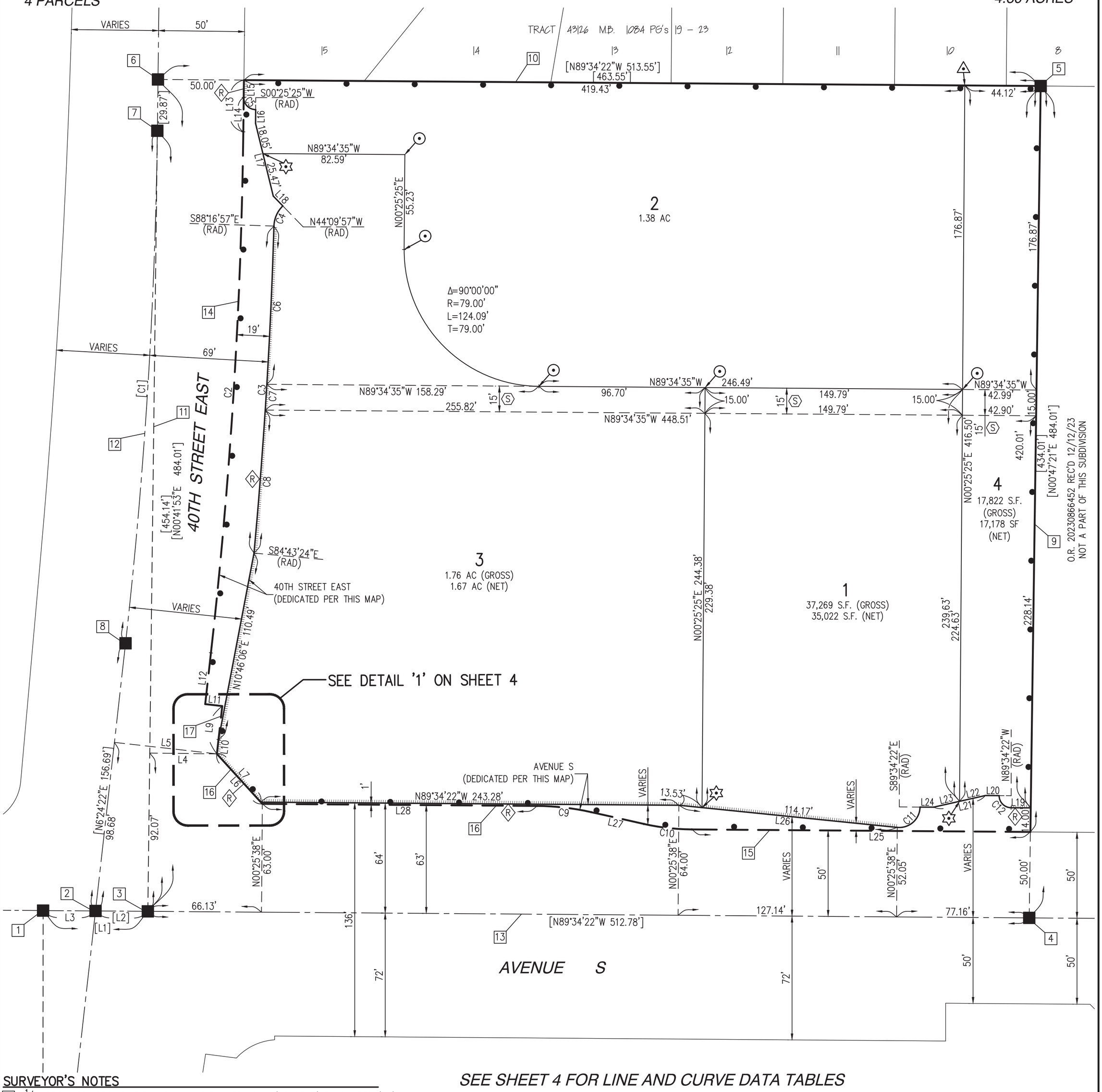
SHEET 3 OF 4 SHEETS

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

W.R. GORMAN L.S. 8767

4 PARCELS

4.60 ACRES



SURVEYOR'S NOTES

1. 1/16 SEC. COR. SEC. 5, T.5N., R.10W., S.B.M. FD, S&W 'LS 8767' FLUSH PER 'R1'.
2. C/L INTER. FD, S&W 'LS 8767' FLUSH PER 'R1'.
3. COR. SEC's 32 & 33, T.6N., R.11W., S.B.M. FD, S&W 'LS 8767' FLUSH PER 'R1'.
4. INTER. OF THE W. LINE OF THE E. 810' OF THE S. 484' OF THE $W^1/_2$ OF THE $SW^1/_4$ OF SEC. 33, T.6N., R.11W., S.B.M. WITH THE S. LINE OF THE $SW^1/_4$ OF SEC. 33, T.6N., R.11W., S.B.M. FD. 1.5" I.P. w/CONC. PLUG, S&W 'LS 8767' FLUSH IN MEDIAN LANDSCAPE PER 'R1'.
5. INTER. OF THE W. LINE OF THE E. 810' OF THE S. 484' OF THE $W^1/_2$ OF THE $SW^1/_4$ OF SEC. 33, T.6N., R.11W., S.B.M., WITH THE N. LINE OF THE S. 484' OF THE $W^1/_2$ OF THE $SW^1/_4$ OF SEC. 33, T.6N., R.11W., S.B.M. FD. LEAD, TACK & TAG 'LS 8767' IN TOP OF C.M.U. WALL PER 'R1'.
6. INTER. OF THE N. LINE OF THE S. 484' OF THE $W^1/_2$ OF THE $SW^1/_4$ OF SEC. 33, T.6N., R.11W., S.B.M. WITH THE W. LINE OF THE $SW^1/_4$ OF SEC. 33, T.6N., R.11W., S.B.M. FD. S&W 'LS 8767' FLUSH PER 'R1'.
7. C/L B.C. FD. S&W 'LS 8767' FLUSH PER 'R1'.
8. C/L E.C. FD. S&W 'LS 8767' FLUSH PER 'R1'.
9. W. LINE OF THE E. 810' OF S. 484' OF THE $W^1/_2$ OF THE $SW^1/_4$ OF SEC. 33, T.6N., R.11W., S.B.M. & W'LY LINE OF PARCEL 2 IN GRANT DEED RECORDED 12/23/13 AS O.R. 2013194379
10. N. LINE OF THE S. 484' OF THE $W^1/_2$ OF THE $SW^1/_4$ OF SEC. 33, T.6N., R.11W., S.B.M., AND S. LINE TRACT 43126, M.B. 1084, PG's 19 – 23.
11. W. LINE OF THE $SW^1/_4$ OF SEC. 33, T.6N., R.11W., S.B.M.
12. C/L STREET PER ROAD DEED RECORDED 2/10/67 AS O.R. 1590 AND PER 'R1'
13. S. LINE OF THE $SW^1/_4$ OF SEC. 33, T.6N., R.11W., S.B.M. & C/L STREET
14. E. LINE PARCEL A DESCRIBED IN ROAD DEED RECORDED 2/10/67 AS O.R. 1590
15. N. LINE PARCEL B DESCRIBED IN ROAD DEED RECORDED 2/10/67 AS O.R. 1590
16. N. & NE'LY LINE OF PARCEL 1 DESCRIBED IN EASEMENT DEED RECORDED 8/4/14 AS O.R. 20140808012
17. E. LINE PARCEL 2 DESCRIBED IN EASEMENT DEED RECORDED 8/4/14 AS O.R. 20140808012

SEE SHEET 4 FOR LINE AND CURVE DATA TABLES

AREA SUMMARY

UNDERLYING TITLE AREA (TO SECTION LINES) = 5.70 AC
EXISTING STREET AREA PER RECORDED ROAD EASEMENTS = 1.10 AC
GROSS MAP BOUNDARY AREA (TO EXISTING R/W) = 4.60 AC
DEDICATED STREET AREA PER THIS MAP = 0.20 AC
NET MAP BOUNDARY AREA (TO NEW R/W) = 4.40 AC.

GROSS PARCEL AREA IS TAKEN TO THE NEW R/W LINES
NET PARCEL AREA DEDUCTS THE 15' SEWER EASEMENT

GRANTED EASEMENTS

(S) 15' WIDE SANITARY SEWER EASEMENT GRANTED TO THE CITY OF PALMDALE PER THIS MAP

MONUMENT LEGEND

- ■ INDICATES FOUND MONUMENT AS DESCRIBED
- ⊙ INDICATES S&W "L.S. 8767" TO BE SET FLUSH WITH PAVEMENT SURFACE
- △ INDICATES LEAD, TACK & TAG "L.S. 8767" TO BE SET IN TOP OF C.M.U. WALL
- ✡ INDICATES TACK & TAG "L.S. 8767" TO BE SET FLUSH WITH CONCRETE SURFACE

LEGEND

- 'R1' INDICATES RECORD OF SURVEY MAP FILED IN BOOK 343 PG's 24–25
- [ ] INDICATES RECORD & MEASURED DATA PER 'R1'
- (R) INDICATES RESTRICTED VEHICULAR ACCESS RIGHTS DEDICATED PER THIS MAP
- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

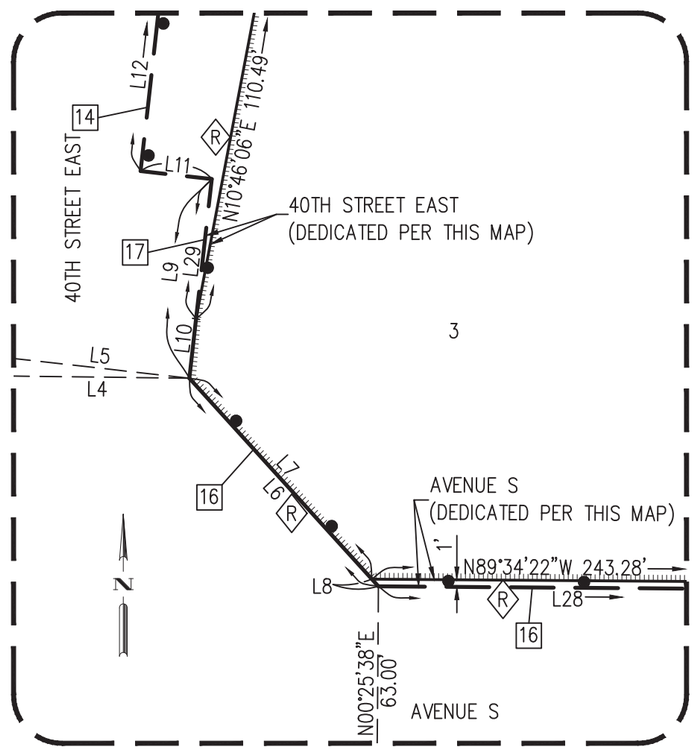
PARCEL MAP NO. 83985

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

W.R. GORMAN L.S. 8767

4 PARCELS

4.60 ACRES



DETAIL '1'
1"=20'

SEE SHEET 3 FOR LEGEND

LINE DATA TABLE		
L#	BEARING	DISTANCE
L1	N89°35'13"W	60.93'
L2	N89°35'13"W	30.46'
L3	N89°35'13"W	30.47'
L4	N89°18'07"W	39.06'
L5	N83°35'38"W	60.00'
L6	N42°14'48"W	39.29'
L7	N42°14'48"W	37.93'
L8	N42°14'48"W	1.36'
L9	N6°24'22"E	28.00'
L10	N6°24'22"E	8.34'
L11	N83°35'38"W	10.00'
L12	N6°24'22"E	30.01'
L13	N00°41'53"E	30.10'
L14	N00°41'53"E	19.98'
L15	N00°41'53"E	10.12'
L16	N00°25'25"E	8.00'
L17	N13°40'40"W	43.52'
L18	N44°09'34"W	8.00'
L19	N89°34'22"W	11.44'
L20	N89°34'22"W	8.00'
L21	N77°17'35"E	30.81'
L22	N77°17'35"E	15.40'
L23	N77°17'35"E	15.41'
L24	N89°34'22"W	8.00'
L25	N89°34'22"W	196.98'
L26	N84°12'17"W	127.70'
L27	N77°21'12"W	31.45'
L28	N89°34'22"W	160.00'
L29	N6°24'22"E	19.66'

CURVE DATA TABLE				
C#	DELTA	RADIUS	LENGTH	TANGENT
C1	5°42'29"	3000.00'	298.87'	149.56'
C2	5°42'29"	3050.00'	303.86'	152.05'
C3	3°33'33"	3069.00'	190.64'	95.35'
C4	44°07'00"	17.00'	13.09'	6.89'
C5	90°16'29"	7.00'	11.03'	7.03'
C6	1°43'15"	3069.00'	92.18'	46.09'
C7	00°16'50"	3069.00'	15.02'	7.51'
C8	1°33'28"	3069.00'	83.44'	41.72'
C9	12°13'10"	148.00'	31.56'	15.84'
C10	12°12'53"	132.00'	28.14'	14.12'
C11	95°22'05"	12.00'	19.97'	13.18'
C12	90°00'00"	7.00'	11.00'	7.00'

City Council Staff Report

DATE: **NOVEMBER 6, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **1**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-083, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING TO CONSIDER THE VACATION OF PORTIONS OF 8TH STREET EAST SOUTH OF RANCHO VISTA DRIVE AND NORTH OF EAST AVENUE P-8**

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2024-083, a Resolution of the City Council of the City of Palmdale declaring its intention to conduct a public hearing to consider the vacation of portions of 8th Street East south of Rancho Vista Boulevard and north of Avenue P-8;

2. Authorize the Mayor to execute Resolution No. CC 2024-083, declaring the intention to conduct a public hearing to consider the vacation of portions of 8th Street East south of Rancho Vista Boulevard and north of East Avenue P-8; and,

3. Set the time and place for a public hearing on February 5, 2025, to consider the proposed vacation.

BACKGROUND

In conjunction with developing their commercial building, Covington Development Partners, LLC, applied for street vacation in March 2024. The developer is requesting the vacation of portions of the existing right of way along the frontage of their development located on the west side of 8th Street East south of Rancho Vista Boulevard and north of East Avenue P-8 (AIN 3022-001-027). The street vacation has been requested in conjunction with the approval of the project improvement plans and as a condition of approval for Site Plan Review (SPR22-012). Following the review and adoption of this development by the Planning Commission (PC-2023-017), it was

determined that any potential adverse environmental impacts could be mitigated and would, therefore, be insignificant.

DISCUSSION

The property that makes up this current commercial building project was previously part of an auto storage development. As such, it was conditioned to dedicate additional right-of-way to specifically serve their land use. The right-of-way dedication included multiple driveway locations and a right-turn pocket. Unfortunately, the auto storage developer never completed the project, and no new public improvements were ever constructed.

The off-site improvements for the current commercial building development (SPR 22-012) were evaluated during the entitlement process, it was determined that the previously conditioned right turn lane, one driveway, and several expanded entry curb radii along 8th Street East were no longer necessary. Therefore, the previously dedicated right-of-way is the subject of this proposed street vacation.

According to the Streets and Highway Code, Section 8320, the local agency (City) processing the street vacation under the General Vacation Procedure shall initiate the vacation proceedings by setting the date, hour, and place for a public hearing. This action will be followed by notification to public utility providers, posting notices at the property, and publication of the vacation information and public hearing schedule in the local newspaper.

FISCAL IMPACT

$0; There is no fiscal impact to the City as a result of this action.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Leonardo Torres, 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 2024-083

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING TO CONSIDER THE VACATION OF PORTIONS OF 8TH STREET EAST, SOUTH OF RANCHO VISTA BOULEVARD, NORTH OF EAST AVENUE P-8.

WHEREAS, the Engineering Division received an application from the property owner of parcel number 3022-001-027 located on the west side of 8th Street East, south of Rancho Vista Boulevard, north of East Avenue P-8 requesting the City move forward with proceedings to vacate portions of 8th Street East no longer deemed necessary; and

WHEREAS, the proposed vacation has been examined and determined to not negatively impact the general public and has been found to be consistent with the Circulation Element of the City's General Plan; and

WHEREAS, the improvements within the right of way to be vacated were never constructed and are not necessary for the proposed commercial development; and

WHEREAS, the current development was approved through Site Plan Review (SPR) 22-012 and Environmental Impact Report (EIR) 23-002 (SCH No. 2022080663) and was adopted by the Planning Commission (Resolution No. PC-2023-017) on August 10, 2023; and

WHEREAS, the current project was determined not to have any adverse or significant impacts on the environment following the implementation of specific mitigation measures.

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

SECTION 1. The City Council of the City of Palmdale hereby declares its intention to conduct a public hearing to vacate portions of 8th Street East no longer deemed necessary south of Rancho Vista Boulevard and north of East Avenue P-8, located within the City of Palmdale, as described in Exhibit "A" and shown in Exhibit "B".

SECTION 2. The City Council, in vacating the portions of said street described in Exhibit "A", elects to proceed under and in accordance with the provisions of the Public Streets, Highways, and Service Easements Vacation Law Division 9, Part 3, Chapter 3 of the Streets and Highway Code of the State of California.

SECTION 3. Nothing in this Resolution shall in any way affect or disturb any existing easement for public utility purposes belonging to either the City of Palmdale or any other public entity.

SECTION 4. Notice is hereby given that a public hearing shall be held on the proposed street vacation on Wednesday, February 5, 2025, at the hour of 5:00 pm in the Council Chambers at City Hall, 38300 Sierra Highway, Suite B, Palmdale California at which time any and all interested persons may present evidence for or against the proposed vacation.

SECTION 5. The City shall cause notice of the public hearing on the proposed street vacation to be published in the local newspaper and posted on-site as required by the Public Street, Highway, and Service Easement Vacation Law.

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

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

_____
Austin Bishop, Mayor

Approved as to form:

ATTEST:

_____
William P. Curley III
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, 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 November 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION
VACATION OF ROAD EASEMENT
APN: 3022-001-027

A PORTION OF LOTS 43 AND 44 OF TRACT NUMBER 7670, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 114, PAGES 28 THROUGH 30, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY, WITH THE EXCEPTION OF THE NORTHERLY 41.50 FEET OF SAID LOT 43.

TO VACATE THOSE PORTIONS OF THE ROAD EASEMENT, DEDICATED FOR PUBLIC ROAD AND HIGHWAY PURPOSES PER EASEMENT DOCUMENT RECORDED ON JANUARY 11, 2012 AS INSTRUMENT NUMBER 2012-45800 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A":

COMMENCING AT THE NORTHEAST CORNER OF SAID INCLUDED PORTION OF SAID LOT 43;

THENCE, ALONG THE NORTH LINE OF SAID PORTION, NORTH 89°46'27" WEST 17.00 FEET;

THENCE, ALONG A LINE PARALLEL WITH AND 17.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM THE EAST LINE OF SAID LOT 43, SOUTH 00°42'55" WEST 52.22 FEET;

THENCE, DEPARTING SAID PARALLEL LINE, SOUTH 06°25'33" WEST 71.95 FEET, TO THE **TRUE POINT OF BEGINNING** FOR PARCEL "A";

THENCE, CONTINUING SOUTH 06°25'33" WEST 48.65 FEET;

THENCE, ALONG A LINE PARALLEL WITH AND 29.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM SAID EAST LINE, SOUTH 00°42'55" WEST 125.62 FEET, TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 17.00 FEET;

THENCE; ALONG SAID CURVE, AN ARC DISTANCE OF 26.70 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIAL TO SAID POINT BEARS SOUTH 00°42'55" WEST;

THENCE, ALONG A LINE PARALLEL WITH AND 46.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM SAID EAST LINE OF SAID LOT 43, SOUTH 00°42'55" WEST 46.00 FEET;

THENCE, DEPARTING SAID PARALLEL LINE ON A PERPENDICULAR COURSE, SOUTH 89°17'05" EAST 12.00 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 17.00 FEET;

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 26.70 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIAL TO SAID POINT BEARING SOUTH 89°17'05" EAST;

THENCE, ALONG A LINE PARALLEL WITH AND 17.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM THE EAST LINE OF LOT 44, BEING A PROLONGATION OF SAID

EAST LINE OF SAID LOT 43, NORTH 00°42'55" EAST 234.58 FEET, TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET;

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 21.16 FEET, THROUGH A CENTRAL ANGLE OF 40°24'51", A RADIAL TO SAID POINT BEARS NORTH 50° 18'04" EAST, RETURNING TO THE **TRUE POINT OF BEGINNING**, OF PARCEL "A".

HEREINABOVE THE DESCRIBED PARCEL "A" CONTAINS 0.082 ACRES, MORE OR LESS.

PARCEL "B":

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 44;

THENCE, ALONG THE SOUTH LINE OF SAID LOT 44, NORTH 89°46'14" WEST 17.00 FEET;

THENCE, ALONG A LINE PARALLEL WITH AND 17.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM THE EAST LINE OF SAID LOT 44, NORTH 00°42'55" EAST 16.96 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET;

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 50.27 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIAL TO SAID POINT BEARS NORTH 00°42'55" EAST;

THENCE, ALONG A LINE PARALLEL WITH AND 49.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM SAID EAST LINE OF SAID LOT 44, NORTH 00°42'55" EAST 48.33 FEET TO A POINT OF CUSP WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH 21°18'33" EAST;

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 1.83 FEET, THROUGH A CENTRAL ANGLE OF 03°17'02", TO THE **TRUE POINT OF BEGINNING**, OF PARCEL "B";

THENCE, CONTINUING ALONG SAID CURVE, AN ARC DISTANCE OF 36.13 FEET, THROUGH A CENTRAL ANGLE OF 64°41'34", A RADIAL TO SAID POINT BEARS SOUTH 89°17'05" EAST;

THENCE, ALONG A LINE PARALLEL WITH AND 29.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM SAID EAST LINE OF SAID LOT 44, SOUTH 00°42'55" WEST 7.24 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 22.00 FEET;

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 30.86 FEET, THROUGH A CENTRAL ANGLE OF 80°22'16", A RADIAL TO SAID POINT BEARS SOUTH 08°54'47" EAST, BACK TO THE **TRUE POINT OF BEGINNING**, OF PARCEL "B".

HEREINABOVE DESCRIBED PARCEL "B" CONTAINS 52 SQUARE FEET, MORE OR LESS.

PARCEL "C":

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 44;

THENCE, ALONG THE SOUTH LINE OF SAID LOT 44, NORTH 89°46'14" WEST 17.00 FEET;

THENCE, ALONG A LINE PARALLEL WITH AND 17.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM THE EAST LINE OF SAID LOT 44, NORTH 00°42'55" EAST 16.96 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, AND THE **TRUE POINT OF BEGINNING**, OF PARCEL "C";

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 50.27 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A RADIAL TO SAID POINT BEARS NORTH 00°42'55" EAST;

THENCE, ALONG A LINE PARALLEL WITH AND 49.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM SAID EAST LINE OF SAID LOT 44, NORTH 00°42'55" EAST 2.75 FEET;

THENCE, DEPARTING SAID PARALLEL LINE ON A PERPENDICULAR COURSE, SOUTH 89°17'05" EAST 10.00 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 22.00 FEET;

THENCE, ALONG SAID CURVE, AN ARC DISTANCE OF 34.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", TO A TANGENT LINE;

THENCE, ALONG SAID TANGENT LINE, BEING PARALLEL WITH AND 17.00 FEET DISTANT, MEASURED PERPENDICULAR, FROM SAID EAST LINE OF SAID LOT 44, SOUTH 00°42'55" WEST 12.75 FEET, RETURNING TO THE **TRUE POINT OF BEGINNING**, OF PARCEL "C".

HEREINABOVE PARCEL "C" CONTAINS 204 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", CONSISTING OF TWO (2) SHEETS, ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

THE ABOVE DESCRIBED; SUBJECT TO ALL COVENANTS, RESTRICTIONS, RIGHT, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

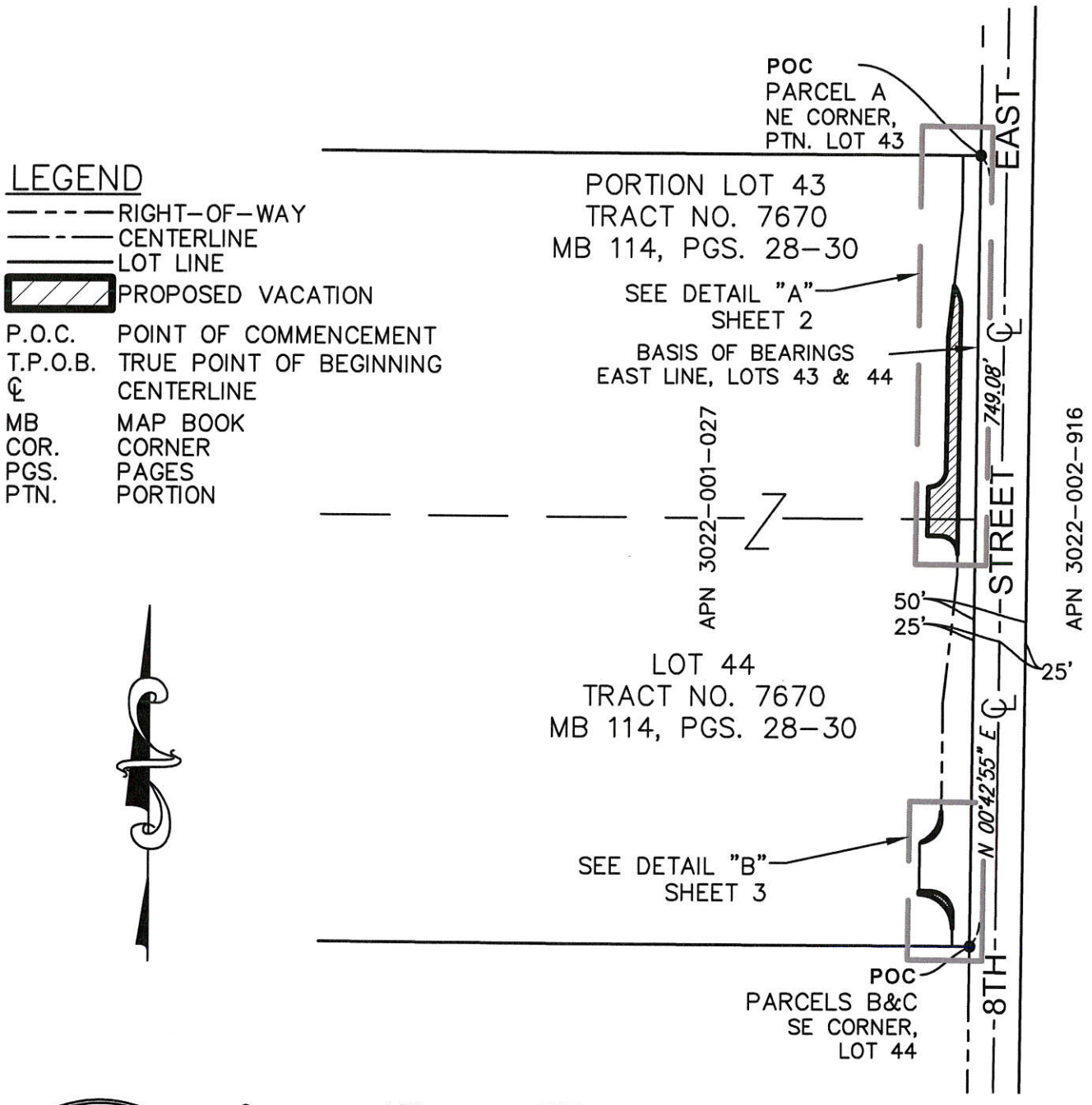
4/11/24

ALAN C. HILLWIG P.L.S. 5137 DATE



EXHIBIT "B"

VACATION OF ROAD EASEMENT



LEGEND

————	RIGHT–OF–WAY
— - — - —	CENTERLINE
————	LOT LINE
▨	PROPOSED VACATION
P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
℄	CENTERLINE
MB	MAP BOOK
COR.	CORNER
PGS.	PAGES
PTN.	PORTION

0 150 300

PROFESSIONAL LAND SURVEYOR
ALAN C. HILLWIG
No. 5137
EXP. 6-30-25
STATE OF CALIFORNIA

Prepared by HILLWIG–GOODROW, INC.:
31419 Outer Hwy. 10, Ste. 1–200, Redlands, CA 92373
Phone: (888)–626–5137

ALAN C. HILLWIG, PLS 5137
LICENSE EXPIRES: 6–30–25

4/11/24
DATE

SCALE: 1"=150'
FILE NO.: 0791–040–A
DATE: APRIL 11, 2024
SHEET 1 OF 3

EXHIBIT "B"

VACATION OF ROAD EASEMENT

LEGEND

- RIGHT-OF-WAY
- CENTERLINE
- LOT LINE
- PROPOSED VACATION

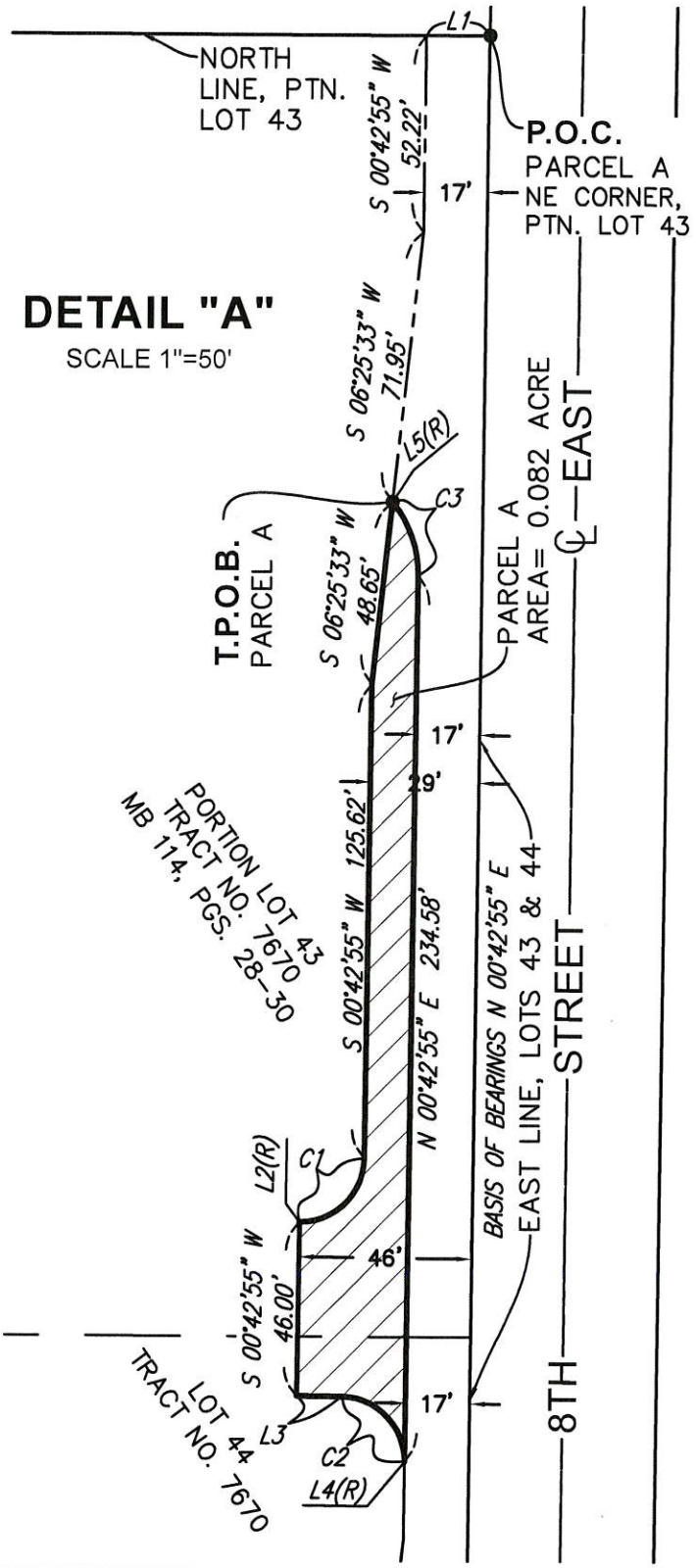
P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
℄	CENTERLINE
MB	MAP BOOK
COR.	CORNER
PGS.	PAGES
PTN.	PORTION

LINE TABLE		
ID	BEARING	DIST.
L1	N 89°46'27" W	17.00'
L2(R)	S 00°42'55" W	N/A
L3	S 89°17'05" E	12.00'
L4(R)	S 89°17'05" E	N/A
L5(R)	N 50°18'04" E	N/A

CURVE TABLE				
ID	LENGTH	RADIUS	Δ	TAN.
C1	26.70'	17.00'	90°00'00"	17.00'
C2	26.70'	17.00'	90°00'00"	17.00'
C3	21.16'	30.00'	40°24'51"	11.04'









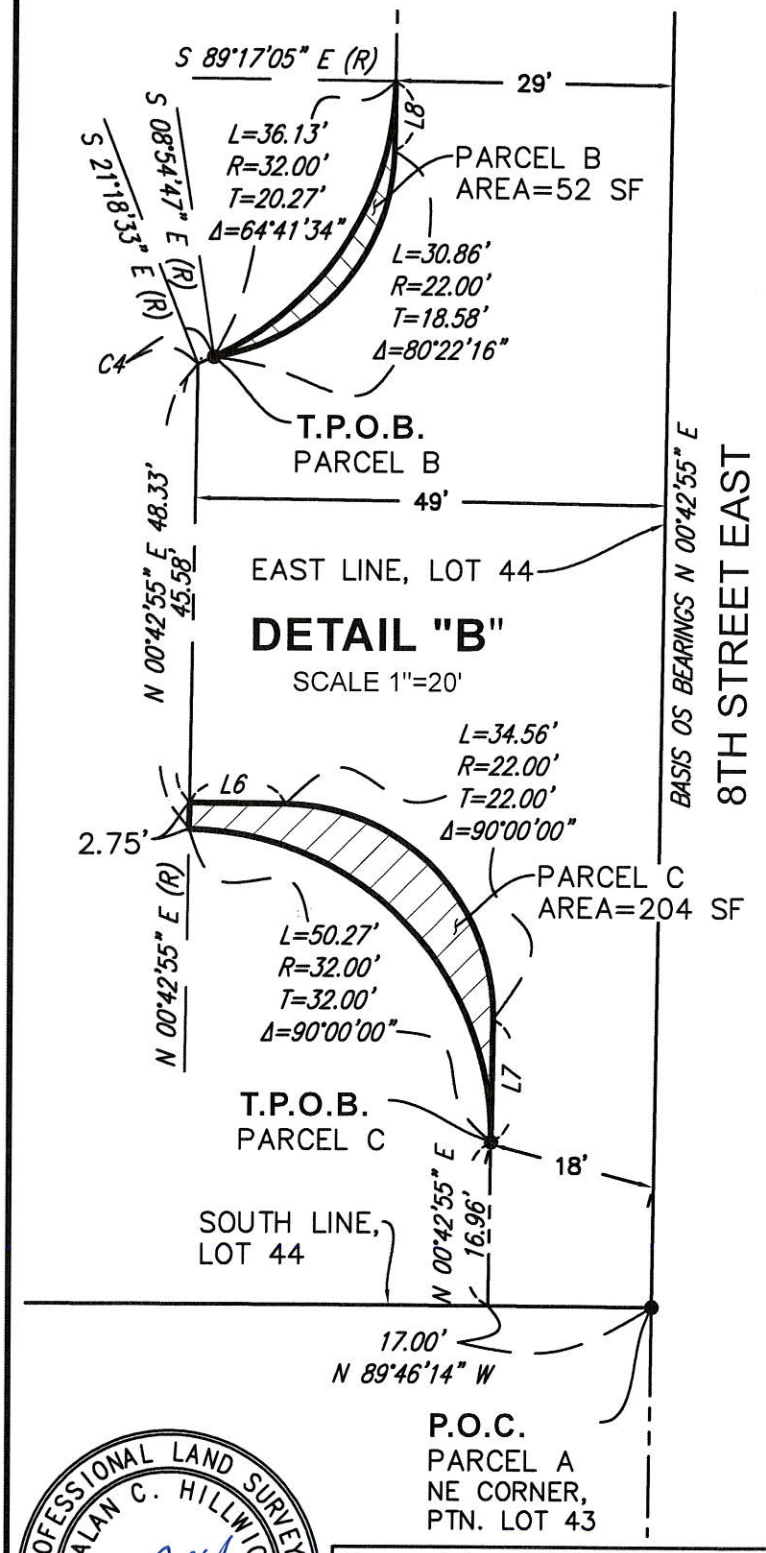
Prepared by HILLWIG-GOODROW, INC.:
31419 Outer Hwy. 10, Ste. 1-200, Redlands, CA 92373
Phone: (888)-626-5137

ALAN C. HILLWIG, PLS 5137 — DATE 4/11/24
LICENSE EXPIRES: 6-30-25

SCALE: 1"=50'
FILE NO.: 0791-040-A
DATE: APRIL 11, 2024
SHEET 2 OF 3

EXHIBIT "B"

VACATION OF ROAD EASEMENT



LEGEND

- RIGHT-OF-WAY
- CENTERLINE
- LOT LINE
- PROPOSED VACATION

P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
℄	CENTERLINE
MB	MAP BOOK
COR.	CORNER
PGS.	PAGES
PTN.	PORTION

LINE TABLE		
ID	BEARING	DIST.
L6	S 89°17'05" E	10.00'
L7	S 00°42'55" W	12.75'
L8	S 00°42'55" W	7.24'

CURVE TABLE				
ID	LENGTH	RADIUS	Δ	TAN.
C4	1.83'	32.00'	03°17'02"	0.92'



0 20 40

PROFESSIONAL LAND SURVEYOR
ALAN C. HILLWIG
No. 5137
EXP. 6-30-25
STATE OF CALIFORNIA

Prepared by HILLWIG-GOODROW, INC.:
31419 Outer Hwy. 10, Ste. 1-200, Redlands, CA 92373
Phone: (888)-626-5137

4/11/24
ALAN C. HILLWIG, PLS 5137 DATE
LICENSE EXPIRES: 6-30-25

SCALE: 1"=20'
FILE NO.: 0791-040-A
DATE: APRIL 11, 2024
SHEET 3 OF 3

Polyline Report Thu Jan 18 09:12:30 2024
Project: LANGAN 8TH STREET PALMDALE
Location: PALMDALE, LOS ANGELES COUNTY, CALIFORNIA
Job No: 0791-040-A
PARCEL: ROW VACATION PARCEL "A"

Northing	Easting	Bearing	Distance
812.691	-39.016		
		S 06°25'33" W	48.650
764.347	-44.461		
		S 00°42'55" W	125.620
638.737	-46.029		

Radius: 17.000 Chord: 24.042 Degree: 337°02'02" Dir: Right
Length: 26.704 Delta: 90°00'00" Tangent: 17.000
Chord BRG: S 45°42'55" W Rad-In: N 89°17'05" W Rad-Out: N 00°42'55" E
Radius Point: 638.949,-63.028

621.951	-63.240		
		S 00°42'55" W	46.000
575.954	-63.814		
		S 89°17'05" E	12.000
575.805	-51.815		

Radius: 17.000 Chord: 24.042 Degree: 337°02'02" Dir: Right
Length: 26.704 Delta: 90°00'00" Tangent: 17.000
Chord BRG: S 44°17'05" E Rad-In: S 00°42'55" W Rad-Out: N 89°17'05" W
Radius Point: 558.806,-52.028

558.594	-35.029		
		N 00°42'55" E	234.579
793.154	-32.101		

Radius: 30.000 Chord: 20.725 Degree: 190°59'09" Dir: Left
Length: 21.161 Delta: 40°24'51" Tangent: 11.042
Chord BRG: N 19°29'31" W Rad-In: N 89°17'05" W Rad-Out: S 50°18'04" W
Radius Point: 793.529,-62.099

812.691 -39.016

Closure Error Distance> 0.00000
Total Distance> 541.416
Polyline Area: 3589 sq ft, 0.0824 acres

Polyline Report Mon Jan 22 13:26:26 2024
Project: LANGAN 8TH STREET PALMDALE
Location: PALMDALE, LOS ANGELES COUNTY, CALIFORNIA
Job No: 0791-040-A
PARCEL: ROW VACATION PARCEL "B"

Northing	Easting	Bearing	Distance
285.782	-68.758		
Radius: 32.000	Chord: 34.242	Degree: 179°02'58"	Dir: Left
Length: 36.131	Delta: 64°41'29"	Tangent: 20.265	
Chord BRG: N 33°03'40" E	Rad-In: N 24°35'36" W	Rad-Out: N 89°17'05" W	
Radius Point: 314.879,-82.076			
314.480	-50.078		
		S 00°42'55" W	7.239
307.242	-50.168		
Radius: 22.000	Chord: 28.392	Degree: 260°26'07"	Dir: Right
Length: 30.861	Delta: 80°22'18"	Tangent: 18.582	
Chord BRG: S 40°54'04" W	Rad-In: N 89°17'05" W	Rad-Out: N 08°54'47" W	
Radius Point: 307.517,-72.167			
285.782	-68.758		

Closure Error Distance> 0.00017 Error Bearing> N 65°24'25" E
Closure Precision> 1 in 438012.9 Total Distance> 74.230
Polyline Area: 52 sq ft, 0.0012 acres

Polyline Report Mon Jan 22 13:39:16 2024
Project: LANGAN 8TH STREET PALMDALE
Location: PALMDALE, LOS ANGELES COUNTY, CALIFORNIA
Job No: 0791-040-A
PARCEL: ROW VACATION PARCEL "C"

Northing	Easting	Bearing	Distance
236.741	-71.049		
		N 00°42'55" E	2.753
239.494	-71.015		
		S 89°17'05" E	9.999
239.369	-61.017		

Radius: 22.000 Chord: 31.113 Degree: 260°26'07" Dir: Right
Length: 34.558 Delta: 90°00'00" Tangent: 22.000
Chord BRG: S 44°17'05" E Rad-In: S 00°42'55" W Rad-Out: N 89°17'05" W
Radius Point: 217.371,-61.291

217.096	-39.293		
		S 00°42'55" W	12.753
204.344	-39.452		

Radius: 32.000 Chord: 45.255 Degree: 179°02'58" Dir: Left
Length: 50.265 Delta: 90°00'00" Tangent: 32.000
Chord BRG: N 44°17'05" W Rad-In: N 89°17'05" W Rad-Out: S 00°42'55" W
Radius Point: 204.744,-71.450

236.741 -71.050

Closure Error Distance> 0.00084 Error Bearing> S 89°17'05" E
Closure Precision> 1 in 131639.3 Total Distance> 110.328
Polyline Area: 204 sq ft, 0.0047 acres

MINUTES
CITY COUNCIL/SA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
OCTOBER 2, 2024

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 5:07 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

PRESENT: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance.

4) PUBLIC COMMENTS
CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

The following individuals provided public comments: Renee Kimbrough, Carla Hubler, Alyson Montez, Isela Carreno, Cindy Small, Jackie Quillen, Mr. Contreras, and Vicky Ventura commented on Item 5.3; Eugene Hernandez, Sky Jung, Rudolpho Perez, and Rich Gallego commented on Item 7.1; Felix Menendez commented on Item 6.1, 7.1, comments made by Councilmember Bettencourt, and sponsoring of Hispanic Heritage event.

Councilmember Alarcón commented on implementing mandatory translation services at Council meetings.

Councilmember Bettencourt provided a response to the comments made by Felix Mendez and addressed past postings by Marcos Alvarez.

Mayor Bishop pulled Item 5.3 for discussion.

5) CONSENT CALENDAR

5.1) 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).

5.2) Receive and file the monthly investment activity reports for August 2024.

5.3) Approve Agreement with the Los Angeles County Department of Animal Care and Control to provide general animal care and control services for a term of five years from July 1, 2024, through June 30, 2029.

Mayor Bishop discussed focusing on solutions, expanding the Palmdale Shelter, and moving animals to other states.

Public Safety Supervisor German presented the staff report and introduced representatives from the Los Angeles County Department of Animal Care and Control.

Councilmember Ohlsen discussed identifying more space, expansion, partnering with the County shelter, renewal of the contract, less euthanasia, and a detailed report.

Councilmember Bettencourt asked if the contract is not approved, does the shelter shutdown. Marcia Mayeda, Director of Animal Care and Control responded that the Palmdale shelter would continue to operate and bring in County animals from other areas.

Marcia Mayeda, Director of Animal Care and Control, stated the City can opt out or resign the contract at any time during the 5-year period with a 60-day notice, and if the contract is not approved, they will continue to operate the shelter and bring animals from unincorporated areas.

Council and County staff continued discussing adjusting the boundaries to balance the population of animals, illegal breeders, and sting operations, identifying and leasing extra space, filling shelter vacancies, grant funding to support services, the veterinarian shortage, and shelter hours of operation.

Councilmember Alarcón discussed reducing euthanasia rates, alternatives to establishing additional space, public accessibility to the kennels at the Palmdale facility, shelter staffing, and City funding of a shelter.

City Manager Perez discussed the solutions staff are working on in partnership with animal activists and the County.

Mayor Pro Tem Loa discussed possible solutions for a local independent way of providing animal services, shelter hours of operation, animal intake rates, and contract increases.

Councilmember Bettencourt discussed encouraging students to become veterinarians, shelter hours of operation, and illegal breeders.

Mayor Bishop discussed fostering partnerships between County Animal Care and Control, rescue groups, and non-profit organizations. Ms. Mayeda spoke

regarding the County's efforts.

Motion: Approve Agreement with the Los Angeles County Department of Animal Care and Control to provide general animal care and control services for a term of five years from July 1, 2024, through June 30, 2029 and direct the City Manager to consider options for expansion during the mid-year budgeting process.
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

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

5.4) Approve Requisition with Coastline Equipment Company for the purchase of a new John Deere 444P Wheel Loader for a total not to exceed amount of $241,728; and Approve Requisition with Inland Kenworth (US), Inc., for the purchase of a new T480 4,000-gallon Water Truck for a total not to exceed amount of $217,344.

5.5) Approve Final Tract Map No. 66204 (located at the northeast corner of Avenue R-8 and Deville Street).

5.6) Approve the Second Amendment to the Agreements with ATS Communications and River Oaks Communications for wireless communication services, to increase each agreement by $100,000 for a total not to exceed amount of $195,000 per agreement and extend the term for each agreement by 365 calendar days for a total of 1,461 calendar days per agreement.

5.7) Approve the minutes from the previous meetings.

Motion: Approve all items listed under the Consent Calendar except Item 5.3.
Moved by Eric Ohlsen, seconded by Richard J. Loa.

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

6) PUBLIC HEARING

6.1) Public Hearing to Receive Community Input on Needs and Priorities for Inclusion in the 2025-2029 Consolidated Plan and 2025-2026 Action Plan.
Neighborhood Services Director Reyes provided a brief overview of the Consolidated Plan and the Action Plan and community meetings.

Mayor Bishop opened the Public Hearing.

Public Testimony: None.

Mayor Bishop closed the Public Hearing.

There was Council and staff discussion regarding community outreach and advertising methods.

Mayor Bishop reopened the Public Hearing.

The following individuals provided public testimony: Eugene Hernandez, Ayesha Jones, and Roger Soderstedt.

Mayor Bishop closed the Public Hearing.

7) NEW BUSINESS

7.1) Consider and adopt Ordinance No. 1646, an Ordinance of the City Council of the City of Palmdale repealing Chapter 2.55 of the Palmdale Municipal Code to rescind the current Palmdale Human Rights Advisory Committee and directing consolidation with the City of Lancaster for a Regional Body.

City Attorney Curley provided background information on this item. City Manager Perez spoke on the value of creating regional bodies.

There was Council and staff discussion regarding inclusivity, working together as a region, human rights concerns, and creating the new regional body.

Motion: Adopt Ordinance No. 1646, an Ordinance of the City Council of the City of Palmdale repealing Chapter 2.55 of the Palmdale Municipal Code to rescind the current Palmdale Human Rights Advisory Committee and directing consolidation with the City of Lancaster for a Regional Body.
Moved by Eric Ohlsen, seconded by Richard J. Loa.

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

8) CITY MANAGER'S REPORT

City Manager Perez reported the following: October 16, 2024, meeting will not be held due to Council attending the League of California Cities Conference, opening day of the food truck event on October 4 at the former Hammack Center, Tour de Luke charity bike ride, Making Strides Breast Cancer Walk October 5, District 4 Neighborhood Watch October 8, Kaleidoscope event on October 11 and 12, Fall Family Movie Nights, Trick or Treat Trail at Domenic Massari October 18, Mental Health Awareness Day "You Are Enough Walk" October 19, Palmdale School District Wellness Fair at Palmdale Academy Charter School October 19, Palmdale Sheriff's Halloween themed open house October 19, Palmdale Sheriff Booster Trunk or Treat October 27, the City was awarded 1st place in our Great Food Documentary, and Palmdale's Pumpkin Palooza at the Auto Mall October 1 - October 31.

9) SHERIFF'S REPORT

Captain Cartmill reported on response times to calls, Part 1 Crimes, graffiti arrests, traffic enforcement & collision, 24-hour vigil for Deputy Clinkunbroomer, gun buyback event totals, and haunted house "Jail" themed open house event at the Palmdale Sheriff's Station on October 19.

10) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Alarcón reported attending the memorial service for Dustin Roberto.

Councilmember Ohlsen spoke regarding Measure PD and thanked Assemblyman Carrillo for his help with Caltran's relinquishment of Palmdale Boulevard.

Mayor Pro Tem Loa reported on Spanish Talk Radio, the Enhanced Infrastructure Financing District meeting, GraceFest, the Danny Bazzell tragedy, the Palmdale Playhouse 30th Anniversary event, the Vigil for Deputy Clinkunbroomer, the Palmdale School District meeting on the EPIC Program, the Auto Dealers meeting, the Executive Committee for Regional Homeless meeting, the AV Fair, and the acquisition of Palmdale Blvd.

Councilmember Bettencourt reported on the Tele Medical Mental Health Group meeting, 9/11 Ceremony, AV Chamber Luncheon, AV Edge luncheon, AV Fair, AB 1234 and AB 1661 trainings. Councilmember Bettencourt also gave a shout-out to the Palmdale Choir for performing at the 9/11 event.

Mayor Bishop reported on the Kiwanis Duck Race, 9/11 Ceremony, Chamber Luncheon, Palmdale Playhouse 30th Anniversary, Auto Mall Dine and Drive, Food Truck event at the former Hammack Center location, Veterans Car Show, Taco Festival, and Neighborhood Watch District 1 meeting.

11) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Eugene Hernandez discussed the Human Rights Advisory Committee and bus benches; Councilmember Alarcón requested an inventory of bus benches; Dave Owens discussed the Antelope Valley Restaurant Support Group and distributed hoodies to Council; Vicky Ventura, District Director for Assemblyman Carrillo, provided updates on Assembly Bills that have been brought forth; Marcos Alvarez discussed his experience as a member of the Human Rights Advisory Committee; and Marsha Furman discussed breast cancer awareness, medicine, and research.

Councilmember Bettencourt discussed her experience with cancer and medical professionals and encouraged the public to get checked for cancer.

12) ADJOURN

Mayor Bishop adjourned the meeting at 8:09 pm, in memory of Danny Bazzell and Deputy Ryan Clinkunbroomer, to November 6, 2024, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

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

_____
Austin Bishop, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **NOVEMBER 6, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-080, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND RENEWING THE PALMDALE TOURISM IMPROVEMENT DISTRICT**

RECOMMENDATION

Staff recommends that the City Council:

1. Hold final public hearing and receive public comments on the results of majority protest proceedings and renewing the Palmdale Tourism Improvement District (PTID); and,

2. Adopt Resolution No. CC 2024-080, declaring results of majority protest proceedings and renewing the PTID.

BACKGROUND

As outlined in the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq. (94 Law), which allows a city to form a Tourism Improvement District (TID), the City of Palmdale, as part of the PTID renewal process, carried out the following:

August 21, 2024 — RESOLUTION OF INTENTION HEARING
The City Council approved Resolution No. CC 2024-076 declaring its intention to renew the PTID.

August 22, 2024 — NOTICE MAILED TO OWNERS
The 94 Law requires the City to mail a written notice to the owners of all businesses proposed to be within the PTID. Mailing the notice began a mandatory 45-day period in which owners may protest PTID formation.

September 18, 2024 PUBLIC HEARING
The City held a public hearing to receive public testimony on the renewal of the PTID and levy of assessments. No actions were required, and the City Council received multiple public comments in support of the renewal of the PTID.

November 6, 2024 FINAL PUBLIC HEARING
The City Council will hold a public hearing and receive public comments on the renewal of the PTID. If the Council, following the public hearing, decides to renew the PTID, the Council will adopt a resolution of formation.

As of the writing of this staff report, the City has not received comments against the renewal of the PTID, however has received three letters in support of the renewal.

Renewal of the PTID would continue to build upon the partnership between the City and the hotels in Palmdale to create additional tourism and visitor opportunities that visitors and residents can enjoy. By continuing to utilize funds to host signature events, enhance tourism attractions, develop additional destinations, and make infrastructure improvements tourism and business travel would continue to increase, positively impacting hotels, restaurants, and entertainment businesses.

DISCUSSION

Hotel owners and managers throughout Palmdale request to renew the PTID for an additional nine-year, eight-month term. Continued programs will include the attraction of special events, building upon existing partnerships that support regional and local events and programs, and improving infrastructure. All services provided by the PTID are intended to attract visitors and generate room nights for Palmdale hotels.

Hotel business owners are requesting that the PTID be renewed to continue a revenue source devoted to marketing Palmdale as a tourist, meeting and event destination. If renewed, the PTID would generate approximately $1,375,000 annually for the promotion of travel and tourism to the City.

The self-assessment rate is two percent of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than 30 consecutive days or stays of any officer or employee of a foreign government who is exempt by federal law or international treaty.

The City will collect the self-assessment from each lodging business located within the PTID boundaries and distribute the assessment to Visit Palmdale, which will be responsible for managing PTID programs as provided in the Management District Plan, which also includes the boundary of the PTID, a service plan, budget, and means of

governance. The PTID will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action. If the renewal of the PTID is approved, the City will receive a fee of one percent of the total amount collected to cover the costs of administration.

In addition, during the current PTID's management, lodging businesses have reported increased weekend and holiday stays. As such, renewal of the PTID will likely continue to contribute toward increased transient occupancy tax and sales tax revenues as PTID programs are intended to increase visitation to the City.

STRATEGIC PLAN

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

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

Prepared by:	Megan Taggart, Acting Director of Economic and Community Development
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 2024-080
PTID Management District Plan 7-10-24

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND RENEWING THE PALMDALE TOURISM IMPROVEMENT DISTRICT

WHEREAS, the City of Palmdale created the Palmdale Tourism Improvement District (PTID) on October 5, 2021, through Resolution No. CC 2021-096; and

WHEREAS, the PTID was established for a five-year term which expires on October 31, 2026; and

WHEREAS, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the City to renew business improvement districts upon petition by a weighted majority of the business owners located within the boundaries of the district; and

WHEREAS*,* lodging business owners who will pay more than 50% of the proposed assessment, as weighted according to the amount of the assessment to be paid by the petitioner, within the boundaries of the PTID have petitioned the City Council to renew the PTID; and

WHEREAS, the PTID renewal includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the City; and

WHEREAS, included with the petitions was a Management District Plan (MDP) summary that describes the proposed assessment to be levied on all lodging businesses within the PTID, existing and in the future, to pay for sales, marketing, and communication programs, and other improvements and activities set forth in the Plan; and

WHEREAS, the assessed lodging businesses within the PTID will receive a specific benefit from the activities and improvements set forth in the Plan; and

WHEREAS, on August 21, 2024, at 5:00 PM in the Council Chambers located at 38300 Sierra Highway, Suite B, Palmdale, CA 93550, the City Council adopted a Resolution of Intention (Resolution No. CC 2024-076); and

WHEREAS, on September 18, 2024, at 5:00 PM in the Council Chambers located at 38300 Sierra Highway, Suite B, Palmdale, CA 93550, the City Council held a public meeting regarding the renewal of the PTID, and the City Council heard and received objections and protests, if any, to the renewal of the PTID and the levy of the proposed assessment; and

WHEREAS, on Novemebr 6, 2024, at 5:00 PM in the Council Chambers located at 38300 Sierra Highway, Suite B, Palmdale, CA 93550, the City Council held a public hearing regarding the renewal of the PTID, and the City Council heard and received all objections and protests, if any, to the renewal of the PTID and the levy of the proposed assessment; and

WHEREAS, the public meeting and public hearing to consider the renewal of the PTID have been properly noticed in accordance with Streets and Highways Code §36623; and

WHEREAS, the City Clerk has determined that there was no majority protest. A majority protest is defined as written protests received from owners of businesses in the renewed PTID which would pay 50% or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed to be levied on each lodging business; and

WHEREAS, the City bears the burden of proving by a preponderance of the evidence that an assessment imposed for a specific benefit or specific government service is not a tax, that the amount is not more than necessary to cover the costs to the City in providing the specific benefit or specific government service, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the specific benefits or specific government services received by the payor; and

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

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The PTID is hereby renewed for a nine year and eight month term, beginning November 1, 2026, or as soon as possible thereafter, and ending nine years and eight months from its start date.

SECTION 3. The MDP dated July 10, 2024, is hereby adopted and approved.

SECTION 4. The activities to be provided to benefit businesses in the PTID will be funded by the levy of the assessment. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the PTID; to

provide activities or improvements outside the PTID; or for any purpose other than the purposes specified in this Resolution, the Resolution of Intention (Resolution No. CC 2024-076), and the MDP. Notwithstanding the foregoing, improvements and activities that must be provided outside the PTID boundaries to create a specific benefit to the assessed businesses may be provided, but shall be limited to marketing or signage pointing to the PTID.

SECTION 5. The City Council hereby finds as follows:

A. The activities funded by the assessment will provide a specific benefit to assessed businesses within the PTID that is not provided to those not paying the assessment.

B. The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

C. The assessment is a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.

D. Assessments imposed pursuant to the PTID are levied solely upon the assessed business, and the business owner is solely responsible for payment of the assessment when due. If the owner chooses to collect any portion of the assessment from a transient, that portion shall be specifically called out and identified for the transient in any and all communications from the business owner as the “PTID Assessment” as specified in the MDP.

F. Assessments levied on lodging businesses pursuant to this resolution shall be levied on the basis of benefit. Because the services provided are intended to increase sleeping room rentals, an assessment based on gross short-term sleeping room rental revenue is the best measure of benefit.

G. The assessments levied for the PTID must be applied toward sales, marketing and communications, and destination development programs to market assessed lodging businesses in Palmdale as tourist, meeting, and event destinations, as described in the MDP. Funds remaining at the end of any year may be used in subsequent years in which PTID assessments are levied as long as they are used consistent with the requirements of this Resolution and the MDP.

H. The total PTID annual assessment budget for each full fiscal year (July 1 – June 30) of operation is anticipated to be approximately $1,375,000. The initial “year” of operations will be a partial year consisting of eight months, with an anticipated assessment budget of $1,001,000.

I. Bonds will not be issued.

J. The PTID includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the City as shown on the map attached as Exhibit A.

K. The assessments shall be used for the purposes set forth above and any funds remaining at the end of any year may be used in subsequent years in which the PTID assessment is levied as long as they are used consistent with the requirements set forth herein.

L. The assessments to fund the activities and improvements for the PTID will be collected by the City on a monthly basis, and in accordance with Streets and Highways Code §36631.

M. The City Council, through the adoption of this Resolution and the MDP, has the right, pursuant to Streets and Highways Code §36651, to identify the body that will implement the proposed program, which will be the Owners’ Association of the PTID as defined in Streets and Highways Code §36612. The City Council has determined that Visit Palmdale will continue to be the PTID Owners’ Association.

N. Visit Palmdale, pursuant to Streets and Highways Code §36650, will ensure a report for each fiscal year is prepared, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements and activities described in the MDP.

O. The PTID renewed pursuant to this Resolution will be subject to any amendments to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code §36600 et. seq.).

P. The City Clerk, or her designee, is directed to take all necessary actions to complete the renewal of the PTID and to levy the assessments.

Q. This Resolution shall take effect immediately upon its adoption by the City Council.

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

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

Approved as to form:

_____
Austin Bishop, Mayor

ATTEST:

_____
William P. Curley, III
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 6th day of November, 2024, by the following roll call vote:

AYES: _____

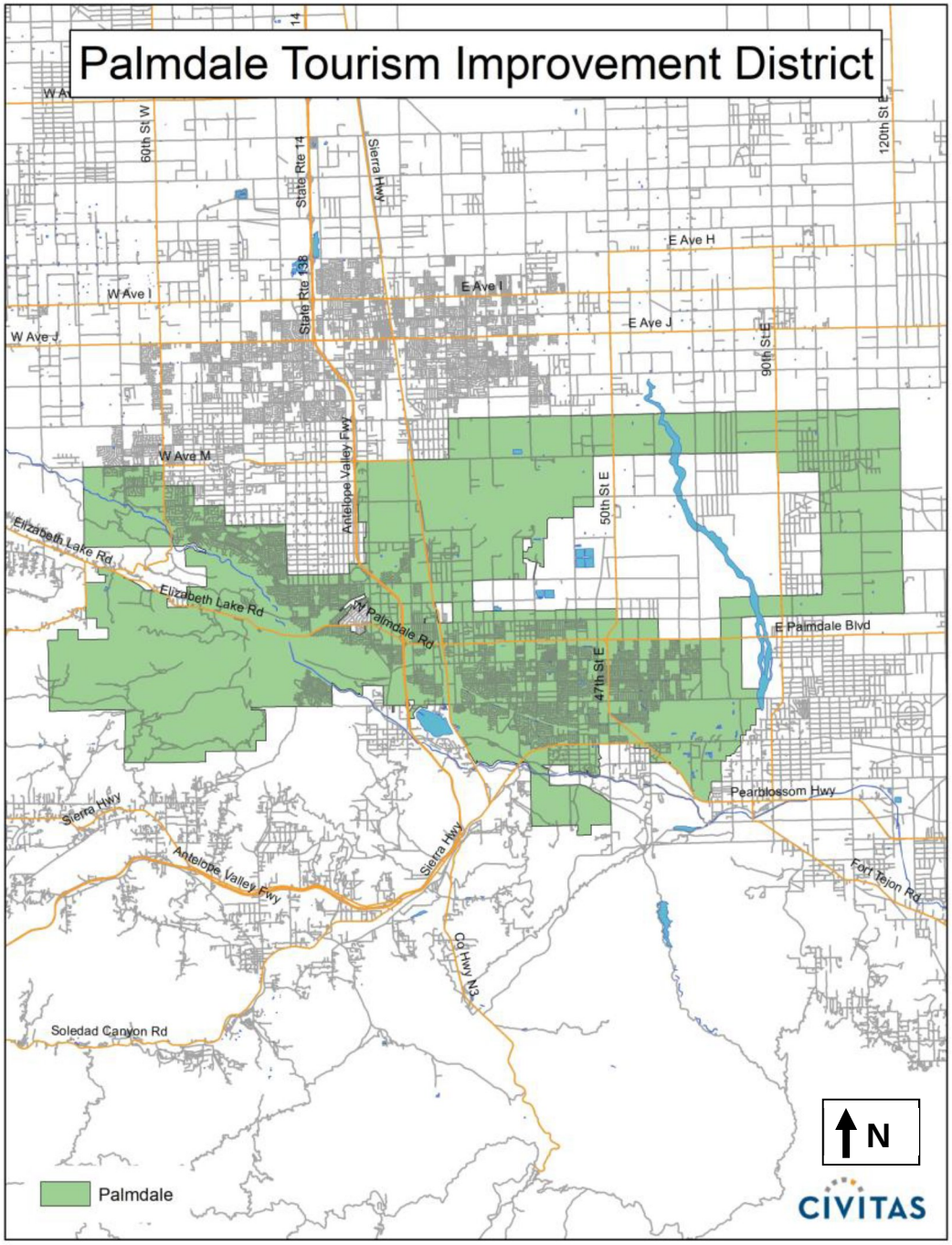
NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT A

Palmdale Tourism Improvement District Boundary Map





PALMDALE TOURISM IMPROVEMENT DISTRICT
MANAGEMENT DISTRICT PLAN

Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

July 10, 2024

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Prepared by

(800) 999-7781
www.civitasadvisors.com

I. OVERVIEW

Developed by Palmdale lodging businesses and the City of Palmdale (City), the Palmdale Tourism Improvement District (PTID) is an assessment district proposed to continue to provide specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The PTID was created in 2021 for a five (5) year term. Visit Palmdale (VP) and Palmdale lodging businesses now wish to renew the PTID for an additional nine (9) year and eight (8) month term.

Location: The renewed PTID includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the City of Palmdale, as shown on the map in Section IV.

Services: The PTID is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales, marketing & communications, and destination development programs will increase demand for overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing demand for room night sales.

Budget: The total PTID annual assessment budget for each full fiscal year (July 1 – June 30) of operation is anticipated to be approximately $1,375,000. The initial "year" of operations will be a partial year consisting of eight (8) months, with an anticipated assessment budget of $1,001,000. A similar assessment budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do, and as lodging businesses open and close.

Cost: The annual assessment rate is two percent (2%) of gross short-term sleeping room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days or stays of any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty.

Collection: The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest, and overdue charges) from each lodging business located in the boundaries of the PTID. The City shall take all reasonable efforts to collect the assessments from each lodging business.

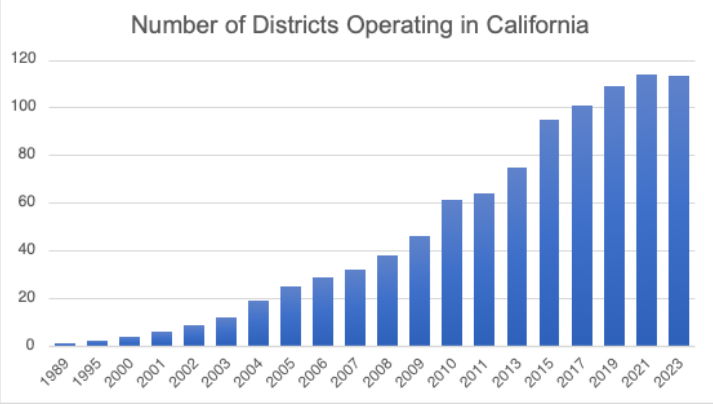
Duration: The renewed PTID will have a nine (9) year and eight (8) month life, beginning November 1, 2026, or as soon as possible thereafter, and ending nine (9) years and eight (8) months from its start date. After nine (9) years and eight (8) months, the PTID may be renewed pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq. (94 Law) if assessed business owners support continuing the PTID programs.

Management: Visit Palmdale (VP) shall continue to serve as the PTID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports to the City Council.

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II. BACKGROUND

TIDs are an evolution of the traditional Business Improvement District. The first TID was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Illinois, Minnesota, Massachusetts, Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TID. Additionally, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TIDs without a state law.



California's TIDs collectively raise over $300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Palmdale lodging businesses continue to invest in stable, commerce-specific marketing programs.

TIDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TIDs allow tourism business owners to organize their efforts to increase commerce. Lodging business owners within the TID pay an assessment and those funds are used to provide services that increase commerce.

In California, most TIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TIDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TIDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

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III. ACCOMPLISHMENTS

Since the inception of the PTID, large strides have been taken to further Palmdale's position in the tourist economy with the intention to drive overnight visitation to assessed businesses. The PTID has embarked on a collaborative journey, partnering with U.S. Air Force Plant 42, the AV Walls Public Art Program, the Palmdale Amphitheater, the AV Fair, and the Aerospace Valley Air Show. Amidst these efforts, Visit Palmdale successfully launched the High Desert Beer and Wine Festival at the Palmdale Amphitheater, drawing enthusiastic crowds to drive overnight visitation to assessed businesses. Concurrently, the PTID focused on refining Palmdale's brand identity with Simpleview and revamping the Visit Palmdale website, aiming to enhance the PTID's online presence. Looking ahead, the PTID is anticipating the launch of its first visitor's guide, marking another milestone in Palmdale's ongoing development as a destination.

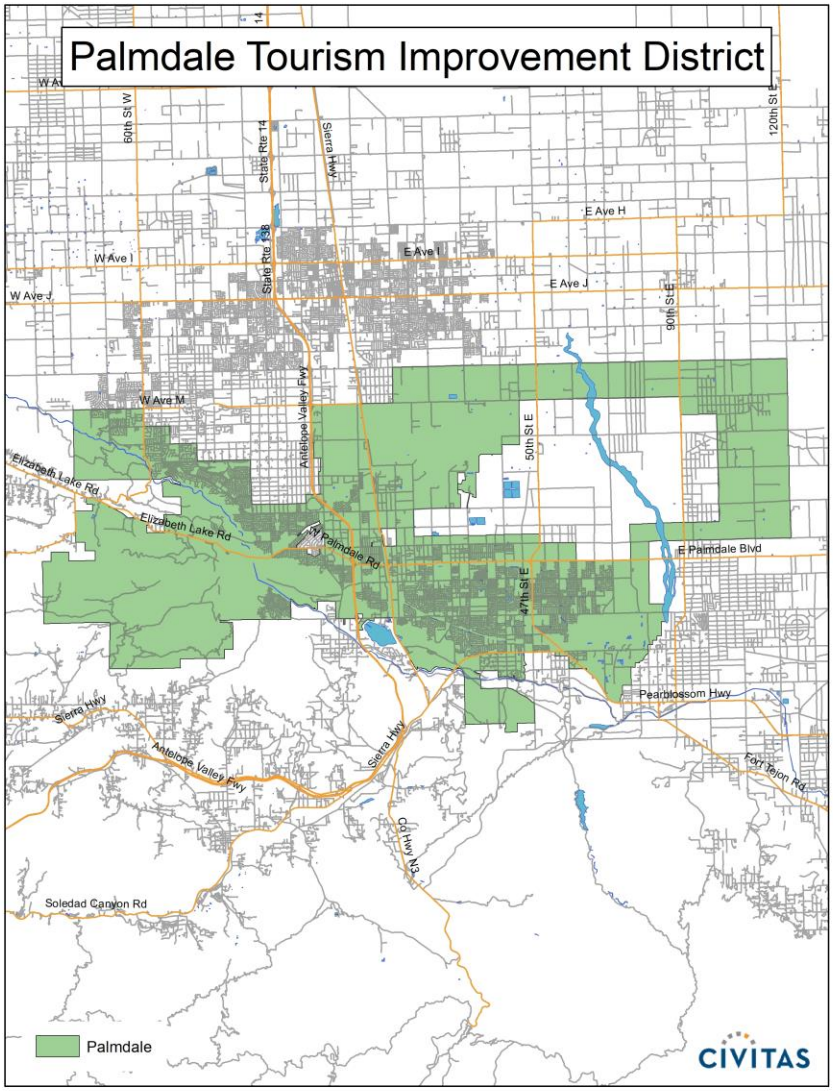
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IV. BOUNDARY

The PTID will include all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the City of Palmdale, as shown in the map below.

Lodging business means: any structure, or any portion of any such structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure or portion thereof.

A complete listing of assessed lodging businesses within the renewed PTID can be found in Appendix 2.

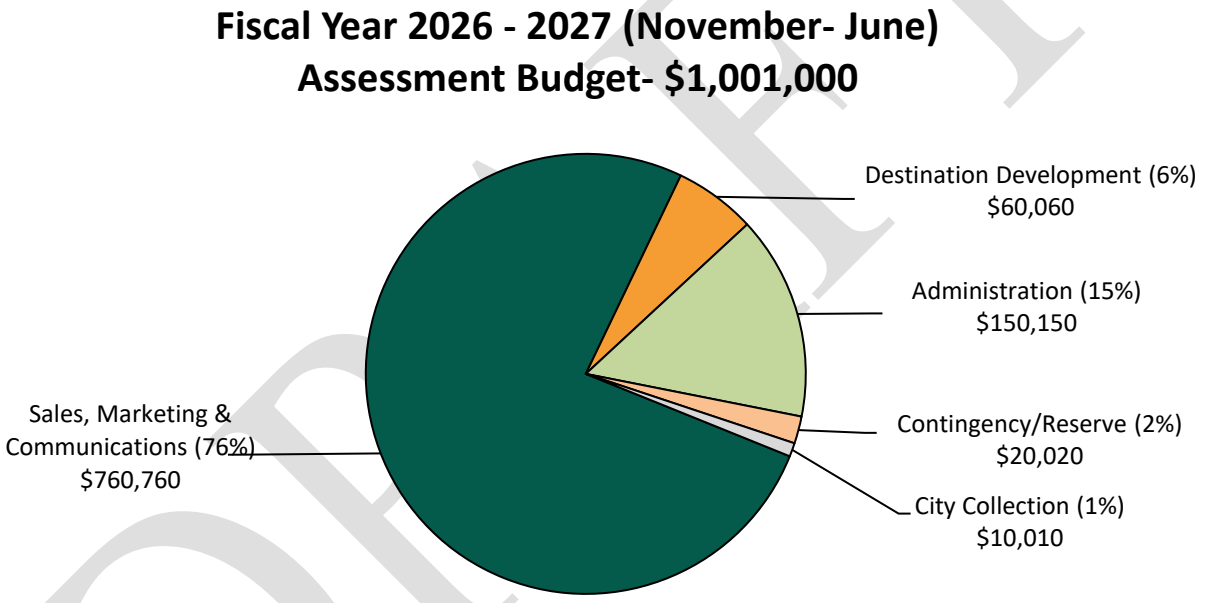


V. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City conferring the benefits or granting the privileges. The privileges and services provided with the PTID funds are sales, marketing & communications and destination development programs available only to assessed businesses.

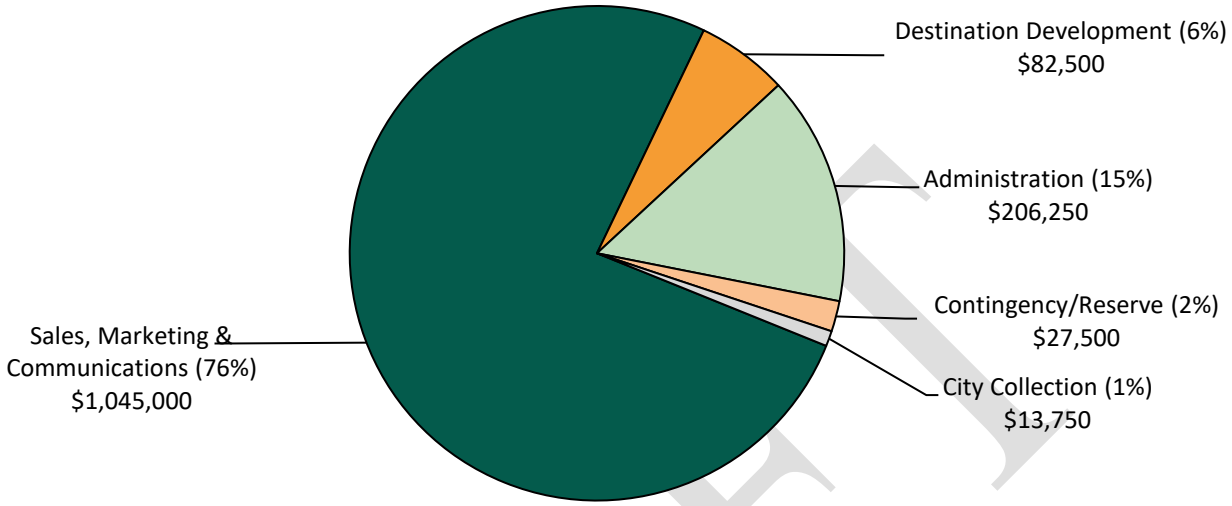
A service plan assessment budget has been developed to deliver services that benefit the assessed businesses. A detailed annual assessment budget will be developed and approved by VP. The chart below illustrates the initial annual assessment budget for the fiscal year November 1, 2026 – June 30, 2027, which covers the initial eight (8) month period of the PTID. These activities and allocations will also apply in sequent years.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. The chart below illustrates the annual assessment budget for fiscal year two (July 1, 2027 - June 30, 2028). However, the City and the VP board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the PTID, any and all assessment funds may be used for the costs of defending the PTID.

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Fiscal Year 2027/2028 (July - June)
Assessment Budget- $1,375,000



Each budget category includes all costs related to providing that service. For example, the sales and marketing budget may include project management, graphic design, promotional materials, media buys, staff time dedicated to overseeing and implementing the sales and marketing program, as well as other related costs and services. The costs of an individual staff member may be allocated to multiple budget categories.

Sales, Marketing, and Communications

A sales, marketing and communications program will promote assessed businesses as tourist, meeting, and event destination. The sales, marketing and communications program will have a central theme of promoting the destination as a desirable place for overnight visits. The program will have the goal of increasing demand for overnight visitation and sales at assessed businesses, and may include the following activities:

- Development of a marketing plan to ensure district funds are strategically spent to market assessed businesses;
- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation to assessed businesses;
- Content development for photoshoots and video shoots for digital promotion, featuring assessed businesses to drive overnight visitation and sales to assessed businesses;
- Preparation and production of collateral promotional materials such as brochures, visitor guides, promotional items, postcards, flyers and maps featuring assessed businesses;
- Advertising targeted at potential visitors to drive overnight visitation and sales to assessed businesses;
- Implementation of a public relations and communications strategy, inclusive of social media outlets and press release distribution designed to drive overnight visitation and increase sales at assessed businesses;

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- Attendance and sponsorship of trade shows, professional industry conferences, and affiliation events to promote assessed businesses;
- Lead generation activities designed to attract tourists, business travelers, and group events to assessed businesses;
- Familiarization tours of assessed businesses;
- Visitor Service programs and enhancements, such as kiosks and Visitor Centers, that will enhance the visitor experience;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed businesses;
- Joint partnerships with local businesses as well as local and state tourism organizations to increase overnight visitation at assessed businesses; and
- Development of Visitor Studies and Return on Investment (ROI) analysis on effectiveness of district funds to improve effectiveness and increase demand for overnight visitation at assessed businesses.

Destination Product Development
The Destination Project Development projects may include:

- Infrastructure improvements, acquisition and/or site development that enhance the destination's competitive position to attract visitors, filming, sporting events, and special events year-round, to increase sales at assessed businesses;
- Comprehensive and integrated wayfinding signage system and/or banner program targeted to increase demand for visitation and increase sales at assessed businesses; and
- Other programs and activities that will enhance the visitor experience to increase sales at assessed businesses.

Administration and Operations
The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, and other general administrative costs such as insurance, audits, legal, and accounting fees.

Contingency/Reserve
The budget includes a contingency line item to account for uncollected assessments, or higher than anticipated program costs, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of the Board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board of the Owners' Association. Additionally, in the event there are contingency/reserve funds remaining near the end of the PTID's term, contingency/reserve funds may be used for the cost of renewing the PTID.

City Collection Fee
The City shall retain a fee equal to one percent (1%) of the amount of assessments collected, to cover collection and administration costs.

B. Annual Budget

The total PTID annual assessment budget for each full fiscal year (July 1 – June 30) of operation is anticipated to be approximately $1,375,000. The initial "year" of operation will be a partial year consisting of eight (8) months, with an anticipated assessment budget of $1,001,000. A similar assessment budget is expected to apply to subsequent years, but this budget is expected to fluctuate

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as room sales do, and as businesses open and close. The total assessment budget for the entire nine (9) year and eight (8) month term of the PTID is anticipated to be approximately $13,376,000.

The annual assessment rate is two percent (2%) of gross short-term sleeping room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays of any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty.

C. California Constitutional Compliance

The PTID assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.[1] Rather, the PTID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the PTID, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the City of Palmdale conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."[2] The services in this Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the PTID. The activities described in this Plan are specifically targeted to increase demand for room night sales for assessed lodging businesses within the boundaries of the City of Palmdale, and are narrowly tailored. PTID funds will be used exclusively to provide the specific benefit of increased demand for room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in PTID programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses. Nothing in this Plan limits the ability of the Owners' Association to enter into private contracts with non-assessed lodging businesses for the provision of services to those businesses.

The assessment imposed by this PTID is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in demand for room night sales. The specific benefit of an increase in demand for room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with sales, marketing & communications and destination development programs promoting lodging businesses paying the PTID assessment. The sales, marketing & communications and destination development programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the sales, marketing & communications and destination development programs that specifically benefit the assessed lodging businesses, the administration and contingency services also provide the specific benefit of increased demand for room night sales to the assessed lodging businesses.

[1] *Jarvis v. the City of San Diego* 72 Cal App. 4th 230

[2] Cal. Const. art XIII C § 1(e)(1)

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Although the PTID, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."[3]

2. Specific Government Service

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."[4] The legislature has recognized that marketing and promotions services like those to be provided by the PTID are government services within the meaning of Proposition 26[5]. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."[6]

3. Reasonable Cost

PTID services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the PTID, and reports submitted on an annual basis to the City. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from PTID-funded activities, be featured in advertising campaigns, and benefit from other PTID-funded services. Non-assessed lodging businesses will not receive these, nor any other, PTID-funded services and benefits.

The PTID-funded programs are targeted directly to benefit assessed businesses. PTID funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed businesses.

D. Assessment

The annual assessment rate is two percent (2%) of gross short-term sleeping room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days or stays of any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty.

The assessment was calculated based on the total cost of the activities to be provided for the benefit of the businesses within the PTID, with costs allocated based on the proportional benefit conferred to each business. Activities funded by the PTID, are specifically targeted to increase room nights at assessed businesses. All room night sales do not represent the same benefit to the payors. For example, a higher priced room night is of greater benefit than a lower priced room night because the assessee derives greater revenue. To account for this benefit differential and to make sure the benefits are proportional, an assessment formula based on a percentage of revenue has been selected. The proposed formula accurately reflects greater benefit to assessed businesses with higher priced room nights.

[3] Government Code § 53758(a)
[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)
[6] Government Code § 53758(b)

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The term "gross room rental revenue" as used herein means: the consideration charged for the occupancy of space in a hotel, valued in money, not including other changes such as destination fees, resort fees, reservation fees, forfeited deposits, cancelation fees, attrition fees, no-show fees, parking fees, internet fees, roll-a-way beds fees, early and/or late checkout fees, or any other charges or fees (existing or in the future).

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the PTID assessment is identified separately it shall be disclosed as the "PTID Assessment." As an alternative, the disclosure may include the amount of the PTID assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Interest and Overdue Charges

The PTID shall reimburse the City of Palmdale for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent PTID assessment are sought to be recovered in the same collection action by the City, the PTID shall bear its pro rata share of such collection costs. Assessed lodging businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency:* Any lodging business owner who fails to remit any assessment imposed by this section within the time required shall pay a overdue charge of 10 percent (10%) of the amount of the unpaid assessment in addition to the amount of the assessment.
2. *Continued Delinquency:* Any lodging business owner who fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency overdue charge of 10 percent (10%) of the amount of unpaid assessment, in addition to the amount of the assessment and the 10 percent (10%) overdue charge first imposed.
3. *Fraud:* If the City determines that the nonpayment of any remittance due under this section is due to fraud, an overdue charge of 25 percent (25%) of the amount of the assessment shall be added thereto in addition to the overdue charge stated in this section.
4. *Interest:* In addition to the overdue charge imposed, any lodging business owner who fails to remit any assessment imposed by this section shall pay interest at the rate of one and one-half percent (1.50%) per month or fraction thereof on the amount of unpaid assessment, exclusive of overdue charges, from the date on which the remittance first became delinquent until paid.
5. *Overdue Charges Merged with Assessment:* Every overdue charge imposed and such interest as accrued under the provisions of this chapter shall become a part of the assessment herein required to be paid.

F. Time and Manner for Collecting Assessments

The PTID assessment will be implemented beginning November 1, 2026, or as soon as possible thereafter, and ending nine (9) years and eight (8) months from its start date. The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, interest and overdue charges) from each lodging business located in their respective jurisdictions. The City shall take all

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reasonable efforts to collect the assessments from each lodging business. The City shall forward the assessments collected to the Owners' Association.

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VI. GOVERNANCE

A. Owners' Association

The City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the PTID as defined in Streets and Highways Code §36612. The City Council has determined that VP will continue to serve as the Owners' Association for the PTID. VP shall be comprised of up to (7) directors as follows:

i. A majority of the Directors shall be owners or owner representatives of businesses paying the Palmdale Tourism Improvement District (PTID) assessment.
ii. At least one (1) Director shall be an owner or owner representative of a lodging business with 100 rooms or less.
iii. Two (2) Directors shall be representatives from the City of Palmdale, (1) from the Palmdale City Council and one (1) City Representative.
iv. At least one (1) Director shall be a representative of a non-lodging business in hospitality or tourism sector located in the City of Palmdale.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action. The Owners' Association is also subject to the record-keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

VP shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

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APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2023 SUPPLEMENT ***
(ALL 2022 LEGISLATION)

STREETS AND HIGHWAYS CODE
DIVISION 18. PARKING
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the

incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:

(a) Promotion of public events.

(b) Furnishing of music in any public place.

(c) Promotion of tourism within the district.

(d) Marketing and economic development, including retail retention and recruitment.

(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.

(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement, and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

(a) "Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) "Special benefit" also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.

(2) Information specifying where the complete management district plan can be obtained.

(3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a

statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the

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public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a)The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES

Lodging Business*	Business Address
Best Western	600 W Palmdale Blvd, Palmdale, CA 93551
Courtyard by Marriott	530 W Rancho Vista Blvd, Palmdale, CA 93551
Doubletree	300 W Palmdale Blvd, Palmdale, CA 93551
Element Hotel	39325 Trade Center Drive, Palmdale, CA 93551
Embassy Suites	39375 5th St W, Palmdale, CA 93551
Palms Inn & Suites	430 W Palmdale Blvd, Palmdale, CA 93551
Fairfield Inn & Suites	1052 W Ave O-8, Palmdale, CA 93551
Hampton Inn & Suites	9428 Trade Center Dr, Palmdale, CA 93551
Hilton Garden Inn	1309 W Rancho Vista Blvd, Palmdale, CA 93551
Holiday Inn	38630 5th St W, Palmdale, CA 93551
Home2 Suites	38750 5th St W, Palmdale, CA 93551
Motel 6	407 West Palmdale Blvd, Palmdale, CA, 93551
OYO Hotel	217 E Palmdale Blvd, Palmdale, CA 93550
Palm Motel	38535 6th St E, Palmdale, CA 93550
Red Roof Inn	200 W Palmdale Blvd, Palmdale, CA 93551
Residence Inn by Marriot	514 West Avenue P, Rancho Vista Blvd, Palmdale, CA 93551
Sherwood Motel	1331 E Palmdale Blvd, Palmdale, CA 93550
Staybridge Suites Palmdale	420 W Park Dr, Palmdale, CA 93550

**List as of July 2024*

DRAFT

City Council Staff Report

DATE: **NOVEMBER 6, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **5**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-085, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING MAJOR MODIFICATION 24-0023; A REQUEST FOR MODIFICATIONS TO SITE PLAN REVIEW 23-003 AN APPROVED MIXED-USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT LOCATED NORTH OF AVENUE R AND WEST OF 30th STREET EAST AND FIND THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW (APN: 3018-026-001)**

RECOMMENDATION

The Planning Commission recommends that the City Council:

1. Receive public testimony regarding proposed Resolution No. CC 2024-085;

2. Adopt Resolution No. CC 2024-085 approving Major Modification (MOD) 24-0023; and,

3. Find that the project is categorically exempt from environmental review.

BACKGROUND

On July 13, 2022, City Council approved a Housing Agreement through Resolution No. HA 2022-002 to provide a City of Palmdale Housing Authority loan for the acquisition and pre-development of the subject property, located along 30th Street East, approximately 1,000 feet south of Palmdale Boulevard.

Site Plan Review (SPR) 23-003 was approved by the Planning Commission on November 9, 2023, through Resolution No. PC-2023-022, and Planned Development 23-001 was approved by the City Council on November 15, 2023, through Ordinance No. 1617.

SPR 23-003 approved the construction of seven residential buildings, one mixed-use building, and associated outdoor recreation spaces in two phases located west of

30th Street East and approximately 1,000 feet south of Palmdale Boulevard. The seven residential buildings will each include two, four-bedroom units with a connected studio unit. The residential portion of the site also includes play areas for multiple age ranges, picnic and outdoor gathering areas, and a garden. The mixed-use area will be located along 30th Street East and will include six affordable studio units, 2,800 square feet of office space, 4,200 square feet of community space, and outdoor gathering and picnic areas, which are allowed uses within the Mixed Use 1 (MU 1) zone. The residential area will be located on the western portion of the site. The project is intended to provide housing for foster care youth, onsite resource caregivers, and family members.

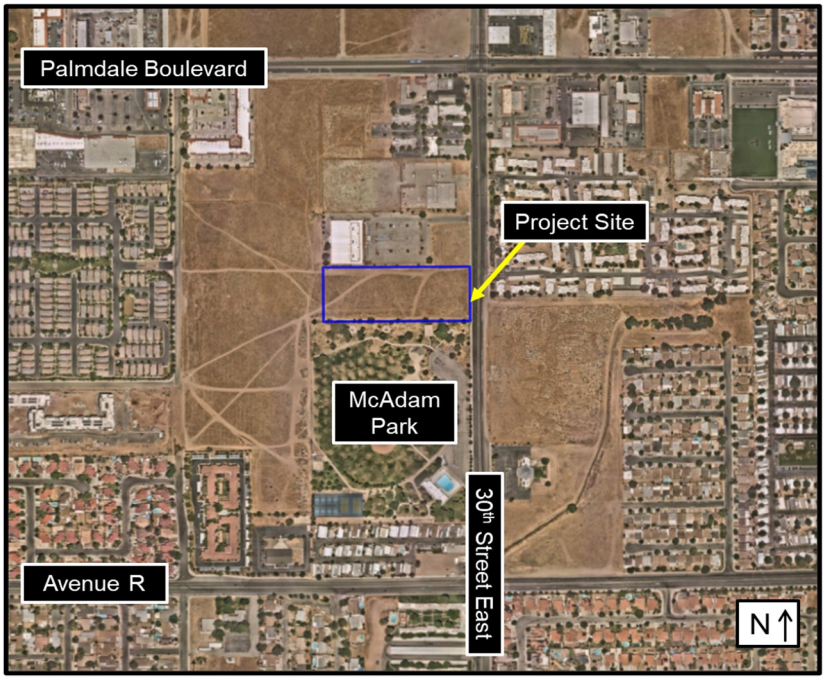
The project will be a phased development: Phase 1 will include the construction of the community center, six townhouse buildings (12 units), and two studio apartments, and Phase 2 will include the construction of one additional townhouse building and four studio apartments.

PD 23-001 approved the flexibility of development standards related to setbacks, height, and distance between buildings.

Through the permitting process, the applicant has identified some requested modifications to SPR 23-003 related to the architectural and site design to meet the project goals.

On October 10, 2024, Planning Commission recommended that the City Council approve MOD 24-0023 with the addition of a condition of approval requiring all trees planted within the central courtyard of the residential portion to be mature trees.

FIGURE 1 - AERIAL MAP



DISCUSSION

The applicant has requested modifications to the architectural design and site layout which are necessary to meet project objectives and ensure the economic feasibility of the project. The full list of modifications is provided in Attachments A and B. A summary of requested modifications is provided below:

Community Center

- Replace the standing seam metal roof with a Polyvinyl Chloride (PVC) standing seam design.
- Replace decorative metal panels with stucco.
- Replace the gabion wall with stone veneer.
- Convert the interior waiting area to the exterior courtyard.
- Increase studio private open space enclosure height to six feet.
- Move downspouts from the interior to the exterior of the building.

Townhomes

- Replace standing seam metal roof with PVC standing seam design.
- Replace the gabion wall with a burnished Concrete Masonry Unit (CMU) wall.
- Reduce typical unit size by 480 square feet to 3,084 square feet.
- Standardize roof plan for townhomes.
- Remove window sunshades from most elevations.
- Modify the doors and windows on the townhomes.

Site Design

- Replace swales with mounds to accommodate drainage requirements.
- Replace the steel shade structure with a grove of trees.
- Include sports courts within the Fire Department turnaround.
- Clarify Phase 2 scope. The project was approved in two phases, with a portion of the studio units in the community center and one townhome included in the second phase. The plans have been updated to more clearly reflect the phasing.
- Reduce the height of the fence and vehicle gate between residential and mixed-use area from six feet to three and a half feet.
- Relocate solar panels from roofs to carports.

Additionally, these proposed modifications require changes to the approved conditions of approval. As such, the following conditions will be removed:

19.4 Exterior ladders providing roof access and exterior downspouts shall be prohibited. Access to the roof and all gutters/downspouts shall be concealed within buildings.

22.4 Easterly Residential Boundary - The applicant shall provide a six-foot-high wall constructed of decorative concrete masonry units with a cap, wrought iron, or a combination thereof.

FISCAL IMPACT

$7,156.80; the applicant has paid the applicable fees. The project modifications are necessary to help the project be constructed, which will increase the value of the existing vacant parcel and will establish a new nonprofit organization within the City.

ENVIRONMENTAL REVIEW

The proposed project is Categorically Exempt from California Environmental Quality Act (CEQA) review pursuant to Section 15301, Existing Facilities, and Section 15332, Infill Development, of the CEQA Guidelines, which exempts minor changes to existing facilities. Additionally, the proposed changes are minor in nature and do not significantly alter the project as approved as an infill development. The project qualifies as in-fill development because it consists of the construction of seven residential buildings, one mixed-use building including residential, community, and office uses, and outdoor gathering spaces on a site within the MU 1 (Mixed Use 1) zone, which allows the proposed uses. In addition, the project occurs within the City, on a site of less than five acres, and is substantially surrounded by urban uses with commercial development to the north, residential development to the east, and a City park to the south. Furthermore, the vacant parcels to the west of the subject site have been highly disturbed by vehicular and human activity.

STRATEGIC PLAN

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

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

Prepared by:	Megan Taggart, Acting Director of Economic and Community Development
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

Resolution No. CC 2024-085
Atch A Justifications
Atch B Annotated Plan Set

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING MAJOR MODIFICATION 24-0023 AND FINDING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW

WHEREAS, Together California has filed an application requesting the approval of Major Modification (MOD) 24-0023 for modifications to an approved mixed-use commercial and residential development for foster care housing and supportive services on a property located west of 30th Street East, approximately 1,000 feet south of Palmdale Boulevard (APN: 3018-026-001) described herein (hereinafter referred to as "Application");

WHEREAS, the Application applies to one parcel totaling approximately five acres indicated on the Los Angeles County Assessor roll as Assessor Parcel Number 3018-026-001, legally described in Exhibit A hereto and shown on the map attached hereto as Exhibit B; and

WHEREAS, on October 10, 2024, the Planning Commission of the City of Palmdale adopted Resolution No. PC-2024-019 recommending City Council approval of the Application; and,

WHEREAS, on November 6, 2024, the City Council of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date. Evidence, both written and oral, was duly presented and considered by the City Council at the aforesaid public hearing, including but not limited to, the staff report dated November 6, 2024.

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

SECTION 1. The City Council hereby specifically finds that the above recitals are true and correct and incorporated herein.

SECTION 2. The City Council hereby finds as follows with respect to the environmental documentation:

A Pursuant to the California Environmental Quality Act (CEQA) and the City's local CEQA Guidelines, City staff determined the project to be Categorically Exempt from environmental proceedings pursuant to Sections 15301, Existing Facilities and 15332, In-fill Development. the proposed changes are minor in nature and do not significantly alter the project as approved as an infill development. The project qualifies as in-fill development because it consists of the construction of

seven residential buildings, one mixed-use building including residential, community, and office uses, and outdoor gathering spaces on a site within the MU 1 (Mixed Use 1) zone, which allows the proposed uses. In addition, the project occurs within the City, on a site of less than five acres, and is substantially surrounded by urban uses with commercial development to the north, residential development to the east, and a City park to the south. Furthermore, the vacant parcels to the west of the subject site have been highly disturbed by vehicular and human activity.

B The custodian of records for the environmental documents, and all other materials which constitute the record of proceedings upon which the City Council's decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

SECTION 3. Based upon substantial evidence presented to the City Council during the November 6, 2024, public hearing, including public testimony and written and oral staff reports, the City Council specifically finds as follows:

A The development is consistent with the goals, policies, and objectives of the General Plan.

The project is consistent with the policies and objectives of the General Plan, as shown in Exhibit C. The proposed modifications include changes to the building design and site layout which do not expand the project as approved through Site Plan Review (SPR) 23-003 and Planned Development (PD) 23-001.

B The development is consistent with the development standards set forth in the PMC.

The project complies with the development standards of the MU 1 zone because the project does not significantly alter the setbacks, height, or layout of the project as originally approved. The adopted PD also provides flexibility in development standards for this project.

C The development is consistent with any applicable design guidelines.

The project has been reviewed for consistency with the Multifamily and Mixed-Use Design Standards, the PMC, and the PD. Based on justification provided, the project complies with these requirements. Modifications primarily include changes in building materials and design to meet project objectives and ensure the economic feasibility of the project.

SECTION 4. Based on the findings and conclusions set forth in Sections 1, 2, and 3 above, this Council hereby approves Major Modification 24-0023, subject to the Conditions of Approval outlined within Exhibit D.

SECTION 5. The Clerk shall certify to the adoption of this Resolution.

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

_____
Austin Bishop, Mayor

Approved as to form:

ATTEST:

_____
William P. Curley, III
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 6th day of November, 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT A

LEGAL DESCRIPTION FOR MOD 24-0023

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 24, IN SECTION 30, TOWNSHIP 6 NORTH RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP SHOWING A PORTION OF THE LANDS OF THE PALMDALE COLONY COMPANY, IN BOOK 52 PAGES(S) 71, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 3018-026-001

EXHIBIT B

AERIAL MAP FOR MOD 24-0023



EXHIBIT C

GENERAL PLAN CONSISTENCY

Element	Goal, Objective, or Policy	Standard Met?	Justification*
Land Use and Community Design	LUD-1.1 Balanced Land Uses. Maintain a balanced land use pattern to support a broad range of housing choices, retail businesses, employment opportunities, educational and cultural institutions, entertainment spaces, and other supportive uses within long-established Palmdale neighborhoods and new growth areas.	Yes	The project will include housing, office space, and a community center, which will provide services for foster youth within the region. The requested modifications are deemed necessary to make the project economically feasible.
Equitable and Healthy Communities	EHC-6.5 Resource families. Promote the development of housing types that support resource families and meet the needs of foster youth and transition-age youth.	Yes	The project will provide housing and supportive services for foster youth within the region. The proposed housing type will allow siblings in foster care to stay together with a full-time professionally trained caregiver.

*Justification is based on a review by the case planner of the plans date stamped 'Received September 18, 2024'.

EXHIBIT D

DRAFT

CONDITIONS OF APPROVAL FOR MAJOR MODIFICATION 24-0023

APPROVAL DATE: NOVEMBER 6, 2024
EFFECTIVE DATE: NOVEMBER 19, 2024
INAUGURATION DEADLINE: NOVEMBER 21, 2026

These Conditions of Approval apply to Major Modification 24-0023, a request for modifications to Site Plan Review (SPR) 23-003, an approved mixed-use development including residential, office, and community uses located 1,000 feet south of Palmdale Boulevard and west of 30th Street East and find that the project is categorically exempt from environmental review (APN: 3018-026-001). Any proposed change of use or expansion of the area, or modifications to the site plan or structures shall be submitted to the Planning Division, along with the required application and fee, for review. For the purpose of these conditions, the term "applicant" shall also mean the developer, the owner or any successor(s) in interest to the terms of this approval.

GENERAL CONDITIONS:

1 MOD 24-0023 shall be inaugurated within three years of the effective date of SPR 23-003 or shall automatically expire on November 21, 2026. This approval is based on the plans date stamped 'Received September 18, 2024.' This project shall be considered inaugurated if applicable grading and building permits have been issued, internal infrastructure installed, foundations poured, and above-ground construction initiated, and ongoing. Cessation of construction activity for over 180 days will result in a lapse of this approval. (P)

2 Should this project not be inaugurated during the initial approval period, an extension of time not to exceed an additional two years for SPR 23-003 may be granted. In granting any such time extension, the City may impose new conditions and standards, as applicable. Applications for time extensions must be filed a minimum of 90 days prior to the expiration date. Requests for a time extension must be accompanied by a formal application, all required exhibits and plans and required application fees. (P)

3 This approval shall not become effective for any purposes until any appeal period has passed and the applicant has filed at the office of the Planning Division their notarized affidavit stating that they agree to, and accept, all Conditions of Approval as approved by the reviewing authority as set forth herein. (P)

4 These Conditions of Approval apply to MOD 24-0023 and shall supersede the previous Conditions of Approval for SPR 23-003 approved through Resolution No. PC-2023-022. (P)

5 The applicant shall comply with all requirements of the Palmdale Municipal Code (PMC), Planned Development (PD) 23-001, all requirements of the City of Palmdale ordinances, resolutions, and all applicable standards and policies that are in effect at the time that building permits are issued for the development. (P)

6 Immediately upon approval of this project by the Review Authority, the applicant shall submit to the City a cashier's check, payable to Los Angeles County Clerk, in the amount of $75 for the environmental filing fee in compliance with the California Environmental Quality Act (CEQA) Guidelines. Furthermore, if the Department of Fish and Wildlife determines that this project is not exempt from a filing fee imposed pursuant to Fish and Game Code Section 711.4 because the project has more than a de minimis impact on fish and wildlife, then the applicant shall also pay to the Department of Fish and Wildlife any fee and any fine which the Department determines to be owed. (P)

7 When exhibits and written Conditions of Approval are inconsistent, the written conditions shall prevail. (P)(E)

8 The applicant shall defend, indemnify, and hold harmless the City its elected and appointed officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its elected and appointed officials, officers, employees, or agents to attack, set aside, void, or annul any approval or Condition of Approval of the City concerning this development project, including but not limited to any approval or Condition of Approval of Review Authority, which action is brought within the time period provided for in Government Code Section 66499.37. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its elected and appointed officials, officers, employees, and agents in the defense of the matter. (P)

9 The applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements in the PMC, including the requirement that a business license be obtained by all entities doing business in the City. (P)

10 The use shall meet the standards and shall be developed within the limits established by the PMC as related to emissions of noise, odor, dust, vibration, wastes, fumes, or any public nuisances arising or occurring incidental to the establishment or operation. (P)

11 Pursuant to Government Code Section 66020(a), any party may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this development project. Required fees must be paid in full or arrangements must be made to pay the fee when due. Written notice of payment under protest must be filed with the City at the time of approval or conditional approval of this project or within 90 days after the date of the imposition of the fees, dedications, reservations, or other exactions imposed on this project. (P)

12 Sign approval for the project shall be a separate process requiring the issuance of a sign permit and building permits and is subject to review and approval by the Planning Division and Building and Safety Division. (P) (B&S)

13 All new construction shall comply with these Conditions of Approval and shall be submitted to the Planning Division for review and approval along with the required fees for plan check review. Such plans shall be fully dimensioned and in substantial conformance with those approved by the Planning Commission. (P)(B&S)

14 The applicant shall participate in such on-site and off-site water service improvements as may be required by the serving water purveyor. (E)

15 Coordination with utility companies by the applicant's engineer during design shall be required in order to ensure that required public improvements are not in conflict with existing or proposed utilities. (E)

16 All plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs, shall be prepared, signed, and stamped (when required) only by those individuals legally authorized to do so. Plans for public improvements must be prepared, signed, and stamped by a California Registered Civil Engineer. (E)

17 Left-turn ingress and/or egress at 30th Street East may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered. (TE)

18 Intersection sight distance and stopping sight distance shall be shown to meet the required standards both horizontally and vertically at all vehicular ingress/egress locations including consideration for walls, landscaping, grading, and vegetation. (TE)

19 The driveway on 30th Street East shall line up with the driveway on the east side of 30th Street East. (TE)

THE FOLLOWING CONDITIONS SHALL BE ADDRESSED WITH THE SUBMITTAL OF GRADING PLANS OR PRIOR TO ISSUANCE OF A GRADING PERMIT:

20 The applicant shall submit final site plans, floor plans, building elevation(s), and photometric lighting plans to the Planning Division for review and approval along with required fee(s) for plan check review. Such plans shall be fully dimensioned and in substantial conformance with those approved by the Planning Commission. Plans shall address the following: (P)(TE)(PS)

20.1 Location and enclosure details of refuse containment areas. Such areas shall be enclosed by a six-foot-high decorative masonry block wall and/or material compatible with the main structure. A self-closing gate constructed of solid metal materials, attached to metal posts embedded in concrete, with a decorative roof treatment shall be provided. Refuse enclosures shall be designed to meet or exceed the minimum capacity requirements of the development as determined by the Building and Safety Division and shall be located to provide unobstructed 24-hour access to refuse collection vehicles.

20.2 All utility and transformer boxes, backflow devices, and other similar equipment shall be appropriately located and screened. Such facilities shall be placed underground unless otherwise specified and approved. Screening shall be compatible with main structures and include landscaping where appropriate. All electrical switchgear shall be located within an electrical or utility room within the building which may be accessible from an exterior door or doors. Exterior surface-mounted switchgear shall be prohibited.

20.3 Location and method of screening for all equipment shall be demonstrated, including but not limited to air conditioning and heating units, plumbing flues, and vents. All equipment shall be screened from public view. All roof-mounted equipment shall be screened from view by parapet walls or other architectural means. The applicant shall demonstrate to the satisfaction of the Planning Manager that no roof-mounted equipment will be visible from the public right-of-way. A line-of-sight drawing showing full screening of the roof-mounted equipment by the building parapets shall be submitted to the satisfaction of the Planning Manager.

20.4 Location of all devices required by the water district shall be shown on the site plan. All such devices shall be screened with a low-profile wall to match the building, or other methods as approved by the Planning Manager.

20.5 A minimum of seven long-term and seven short-term bicycle parking spaces shall be provided on the site.

20.6 The traffic flow pattern shall be identified on the site plan.

20.7 All pedestrian access ways and traffic crossings shall be identified. Crossings shall be clearly marked, lighted and identified throughout the interior of the project. Design of these areas shall be reviewed and approved by the applicable City departments and shall comply with Title 24 Handicapped Accessibility Standards and City Building Codes, current edition.

20.8 The alignment of all adjacent streets, turn lanes, medians, bus turnouts, and location of project entrance(s), drive aisles, traffic control devices, sidewalks, landscape setbacks, and location of other infrastructure shall be indicated.

20.9 The parking lot lighting plan shall comply with applicable standards contained in PMC Section 17.88.030 (Outdoor Lighting). Lighting shall not be obstructed by trees or other landscaping.

20.10 Pedestrian walkways shall have sufficient decorative pathway lighting.

20.11 Exterior security lighting shall be protected by a weather and vandal-resistant covering. Pedestrian walkways shall have sufficient decorative pathway lighting and security lighting as specified within PMC Section 17.86.030 (Outdoor Lighting). All light standards visible to the general public shall be consistent with the overall architectural style of the project with respect to design, materials, color, and color of light. Security lighting fixtures shall not project above the fascia or roof line of the adjacent building and shall be shielded and aimed so that illumination is directed only to designated areas.

20.12 All exterior doors, perimeter, canopy, grounds, and parking area lights shall be provided with sufficient lighting to provide adequate illumination for the safety and security of pedestrians and vehicles using the site during the hours of darkness or diminished lighting. Such lighting shall be controlled by photocell and shall be equipped with vandal and weather-resistant covers/lenses and comply with the specifications of the PMC.

20.13 Each entry, patio, balcony, and exterior door shall be equipped with its own light source and shall be adequately illuminated at all hours to make clearly visible premises and provide adequate illumination for persons exiting the building.

20.14 Primary living areas and windows of individual units shall be focused for observation of common-use areas, adjacent units, recreational areas, and tenant parking to allow for natural surveillance and a sense of community.

20.15 Fencing shall allow for access control without eliminating the opportunity for natural surveillance. See thorough fencing, such as wrought iron, is recommended wherever possible.

20.16 Outdoor gathering areas shall be designed to allow for the restriction of public access.

21 Prior to issuance of a grading permit, the applicant shall prepare and submit a Dust Control Plan (DCP) to the Antelope Valley Air Quality Management District (AVAQMD) for approval in accordance with the DCP Guidance regulations for DCPs. The applicant shall provide written notification of the plan approval to the City and comply with the plan requirements as an ongoing element of the project. (AVAQMD)

22 The applicant shall provide final landscape and irrigation plans for all project landscaping to the Engineering Division and the Planning Division for review and approval. The applicant is responsible to pay all plan review fees for the improvements reflected on the landscape plans prior to the plans being reviewed. All landscape permit and inspection fees shall be paid prior to the issuance of a landscape permit. These plans shall include, but not be limited to, the following items: (P)(E)(PS)

22.1 Trees in the parkways shall not exceed a spacing approved by the City Engineer for the species proposed.

22.2 Where trees are incorporated into the landscape design of common or open areas, all trees shall be a minimum one-inch caliper in a 15-gallon or larger container size. Fifty percent of the trees shall be a minimum two-inch caliper in a 24-inch box size or larger container. Twenty percent of the trees shall be a minimum two-and-a-half-inch caliper in a 36-inch box size or larger container. The trunk caliper shall be measured four and on-half feet above the root crown. Any Washingtonia spp. or similar palm trees proposed shall have a minimum of 12 feet of brown trunk height.

22.3 All shrubs shall be a minimum five-gallon size. If one-gallon plants are proposed to be used as a ground cover (i.e. with drip irrigation), such planting shall be supplemented with additional five-gallon plant material to provide variation in texture and height.

22.4 All plant material shall be indicated on the landscape plans with symbols that are 75 percent of the diameter of the mature size of the plant. When

determining mature plant size, the lower end of the size range shall be used (for example, if a plant is indicated to have a mature size of six to 10 feet, a six-foot diameter shall be used when graphically indicating the plant material on the plan).

22.5 All landscape areas shall be enclosed by a six-inch raised concrete curb. All turf areas shall be separated from non-turf areas by a minimum of a two-inch by four-inch redwood header.

22.6 All slopes steeper than 3:1 shall be landscaped for erosion control per the Engineering Design Standards.

22.7 Backflow devices shall be screened with a solid Le Meur cover or equivalent and landscaping.

22.8 All plant material sizes and calipers shall conform to the American Standard for Nursery Stock, American Association of Nurserymen, Washington, DC, 1990.

22.9 All trees planted within the central courtyard of the residential portion of the site shall consist of mature trees (minimum 36-inch box size) per the City Landscape Standards.

22.10 The landscape plans shall comply with all provisions of the PMC Chapter 14.05 Water Efficient Landscape and City Landscape Standards.

22.11 Landscaping shall be provided within parking areas so that at least fifteen percent of the surface area of the parking lot is landscaped (excluding setback landscaping). Landscaping shall be dispersed throughout the parking lot in order to provide shade throughout the lot.

22.12 A minimum of one canopy tree for every four parking stalls (or eight parking stalls when two rows of four share a common frontage) shall be provided.

22.13 A minimum of 50 percent of the parking lot trees shall be a minimum 24-inch box size and with a minimum two-inch caliper. Twenty percent of the trees shall be a minimum two-and-a-half-inch caliper in a 36-inch box size or larger container.

22.14 Landscape planters shall be a minimum of six feet in width (inside dimension), except that tree wells located between parking rows and spaces may be a minimum of four feet in width (inside dimension). All landscaping and planting within paved areas shall be contained within raised planters surrounded by six-inch concrete curbs.

22.15 Bumper blocks or curbs shall be placed a minimum of 30 inches away from the trunk of any tree.

22.16 Landscape islands, a minimum of 10 feet in width with minimum aisle turning radii of 10 feet, shall be provided at the end of all parking rows, except where parking rows directly abut buildings, sidewalks, walls, or similar features.

22.17 Parking rows containing 15 or more spaces shall contain one landscape island with a minimum of six feet in width (inside dimension) surrounded by a six-inch concrete curb within the interior of the parking row for each 15 parking spaces in addition to the required row end landscape islands.

22.18 Landscape islands shall not extend closer than three feet from the aisle end of the adjacent parking space(s).

22.19 Landscape islands shall be designed with a six-inch curb and a minimum one-foot paved area abutting the side of parking stalls. Paved areas of landscape islands shall not be counted toward fulfilling landscape requirements.

22.20 All landscape islands, which are located at the front of head-in parking spaces, shall be designed with a minimum two-and-a-half-foot area free from vegetation where the front of a vehicle may overhang the island. The overhang area shall be surfaced with non-living landscape material such as bark, gravel, or rock. Two and a half feet of the overhang area may be counted as part of the overall parking space length.

22.21 Landscaping along the south, east, and north property lines shall be defined by the use of a six-inch concrete curb, block wall, or six-inch concrete mowing strip or a combination thereof.

22.22 All portions of a parking lot devoted to landscaping shall be provided with a permanent automatic irrigation system designed for water conservation.

22.23 Landscaping located beneath windows shall be no taller than the windowsill and maintained at this standard. Barrier plants should be used below and to the sides of windows when possible.

22.24 Landscaping shrubs or bushes located along a pedestrian pathway shall be no taller than two feet and maintained at this standard. The applicant shall select trees with a minimum canopy height of six feet that will not block area surveillance or light distribution.

22.25 Tree canopies shall be no lower than six feet and shall be designed to not block area surveillance or light distribution.

23 Grading and wall plans shall be submitted for review and approval to the Planning and Engineering Divisions. Approval by both the City Engineer and Planning Manager shall be obtained prior the issuance of a Grading Permit. Final grading and wall concepts shall be in substantial conformance with those shown on the approved site plan, conceptual grading plan, and in accordance with PMC Section 17.86.040 and the following: (P)(E)

23.1 Northerly Boundary - The applicant shall provide a six-foot-high wall constructed of decorative concrete masonry units with a cap, wrought iron, or a combination thereof.

23.2 Southerly Boundary - The applicant shall provide a six-foot-high wall constructed of decorative concrete masonry units with a cap, wrought iron, or a combination thereof.

23.3 Westerly Boundary - The applicant shall provide a six-foot-high wall constructed of decorative concrete masonry units with a cap, wrought iron, or a combination thereof.

23.4 If a wall is not proposed, where commercial or industrial property share a property line with a commercially or industrially designated property, a minimum of a six-inch wide concrete mow strip shall be provided.

24 In all cases where a required wall is to be located adjacent to the top of a 2:1 or greater slope the wall shall be set back a minimum two and one-half feet from the crest of that slope on the level side. All slope and wall configurations shall meet the setback requirements of the City Building Code. (P)(E)

25 The exterior face and footings of all project perimeter walls shall be no more than two inches from the property line on the subject property except where appropriate off-site easements have been obtained. (P)(E)

26 The applicant shall incorporate into the project design all existing easements within the project boundaries or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the Review Authority. (P)(E)

27 All manufactured slopes on or adjacent to project boundaries shall meet the setback requirements of the current City Building Code. A recorded off-site Slope Acceptance Letter from all affected property owners shall be submitted to the City Engineer prior to approval of grading plans for any off-site slope not meeting

these requirements. In addition, all slopes are required to meet City Standards with respect to erosion control. (E)

28 The applicant shall submit a temporary erosion control and sedimentation plan for approval by the City Engineer prior to grading plan approval and grading permit issuance when grading activity will occur between October 1st and April 15th. (E)

29 From the beginning of the first ground disturbing activity until the use has been released for occupancy, the following are required of the applicant: 1) have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (October 15 - April 15); 2) provide appropriate dust control measures, per City and AVAQMD Standards, to minimize nuisance from dust at all times. (E)(B&S)

30 This project shall be designed and constructed in accordance with the storm water pollution control requirements of the Lahontan Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Lahontan Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements. (E)

31 A final hydrology study and hydraulics report shall be prepared for this project and approved by the City Engineer. The hydrology study and hydraulics report shall address on-site and off-site conditions and impacts, based on the City of Palmdale adopted Storm Water Management Policy. (E)

32 This project contains less than five acres (gross area) and therefore is not required to provide an on-site drainage basin. However, the applicant shall be required to provide mitigation measures in accordance with City standards and to the satisfaction of the City Engineer. (E)

33 Dry wells (or an approved equivalent) shall be required for this project to dispose of on-site nuisance water in accordance with the approved drainage plan. No nuisance water generated from this development shall be allowed outside the boundaries of this development unless authorized by the City Engineer. Appropriate measures shall be taken to protect dry wells and basins from silt during grading operations and any off-site flow from undeveloped areas designed to flow through subdivision. (E)

34 This project shall be designed in accordance with the City's Floodplain Management Ordinance and related criteria within the Engineering Design Standards. (E)

35 The applicant shall submit geotechnical reports, prepared in accordance with the City's Engineering Design Standards, to the City Engineer for review and approval prior to the approval of a grading permit. (E)

36 The applicant shall enter into a Development Improvement Agreement and post securities, for grading operations and improvements within the City, and pay all applicable fees. (E)

37 This project is located within the Pearland Natural Drainage Basin as defined by the City's Master Drainage Plan and approved by Resolution 89-75. The applicant shall comply with the provisions of PMC Chapter 3.38 (Drainage Fee Requirement). The applicant shall pay the applicable drainage fees to the Engineering Division in the amount that is in effect at the time such fees are to be collected. Payment of drainage fees for all areas which are disturbed by grading are due upon submittal of first rough grade certification. (E)(B&S)

38 Grading shall be designated "Engineering Grading" per City Building Code and shall be done in accordance with an approved grading plan. All grading work shall be performed in one continuous operation, or in phases as approved by the Planning Manager and the City Engineer. (E)

39 The applicant shall prepare pre-construction surveys for burrowing owls, and nesting birds prior to the commencement of Project-related ground disturbance. Appropriate survey methods and timeframes shall be established, to ensure that chances of detecting the target species are maximized. In the event that listed species, such as the desert tortoise, are encountered, authorization from the USFWS and CDFW must be obtained. If nesting birds are detected, avoidance measures shall be implemented to ensure that nests are not disturbed until after young have fledged. Pre-construction surveys shall encompass all areas within the potential footprint of disturbance for the project, as well as a reasonable buffer around these areas. (P)

40 The applicant shall coordinate with the Parks and Recreation Division regarding any impacts to the adjacent park or park users. (Pk)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH ISSUANCE OF BUILDING PERMITS:

41 All agency approvals for permit issuance shall be on file with the Building and Safety Division. (B&S)(F)

42 The applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and Local agencies including, but not limited to, the following:

Los Angeles County Sanitation District
Los Angeles County Department of Health Services
Los Angeles County Consolidated Fire District
Palmdale Water District
Palmdale School District
Antelope Valley Union High School District
Antelope Valley Air Quality Management District
California Regional Water Quality Control Board

The duty of inquiry as to such requirements shall be upon the applicant. Receipt and proof of payment shall be provided to the Building and Safety Division prior to issuance of any building permits. (P)(E)(F)(B&S)

43 Private developments with a building permit valuation for development of $500,000 or more shall devote not less than one-half percent for public art, not to exceed $250,000 for single construction projects. The program allocation may be used for the acquisition and installation of public art on the development site, or an owner or developer may place a public art in-lieu contribution in an amount equal to the program allocation into the Palmdale Public Art Fund. All non-profit and affordable housing developments and structures shall be exempt from this requirement. The valuation of any exempt component of a mixed-use development shall be deducted from the combined total Building Permit Valuation. (PA)

44 Access rights shall be granted to the City for the purpose of allowing access over private drives within the development for all City vehicles, including police, fire, and other emergency vehicles. The document(s) recording this access shall be prepared by the applicant for review and approval by the City Engineer. (E)

45 The applicant shall comply with all applicable development regulations and requirements prior to the issuance of any building permits on the subject property. (P)(E)(B&S)

46 A sanitary sewer-area study for this project shall be prepared and submitted to the City Engineer for review and approval. If a public sanitary sewer system is necessary, it shall be dedicated to the City. The system shall be designed and installed as the only method of sewage disposal for this project. (E)

47 Coordination and clearance shall be obtained from the Los Angeles County Sanitation District prior to the issuance of a sewer permit. (E)

48 The project shall comply with all requirements of PMC Chapter 13.05, Sewer Collection Service Charges. (E)

49 Water mains shall be designed to meet or exceed the total flow requirements determined from domestic flow and fire flow for this development. Required domestic flow shall be calculated by the applicant's engineer. Fire flow shall be determined by the Los Angeles County Fire Department. (E)

50 The plans and specifications for the water delivery system shall be submitted for approval to the responsible water purveyor prior to final approval of this development by the City Engineer. In all cases where water system facilities have not been installed prior to filing this development with the City Engineer for final approval, the applicant shall submit a labor and materials bond in addition to one of the following: (E)

50.1 An Agreement and Faithful Performance bond in the amount approved by the City Engineer to be sufficient to guarantee installation of the improvements; or

50.2 An Agreement and evidence satisfactory to the City Engineer showing that the applicant has entered into a contract with the serving water utility for establishing a security guaranteeing payment for the installation of the improvements.

51 Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, gas, telephone, storm drains, detention basins, and landscaping. (E)

52 All sanitary sewer main lines (eight inches and greater) to be dedicated to the City shall be required to submit as-built plans, and have CCTV video inspection completed and approved prior to final acceptance for maintenance. (E)

53 At completion of rough grading, the applicant shall submit appropriate reports and statements (Certifications) to the City Engineer, for review and approval, prior to release of rough grading. The City Building Code requires these reports from the field or supervising grading engineer, the soils engineer, the geologist, and the grading contractor. (E)(B&S)

54 The applicant shall enter into a Development Improvement Agreement and post securities, for improvements, with the City, and pay all applicable fees. (E)

55 Slope erosion control and street trees shall be installed to the satisfaction of the City Engineer. (E)

56 The driveway shall have a clear throat distance of 50 feet without interference with circulation aisles. (TE)

57 Driveways shall have a minimum radius of 15 feet. (TE)

58 Outside hinges on all exterior doors shall be provided with non-removable pins when pin-type hinges are used or shall be provided with hinge studs, to prevent removal of the door. (PS)

59 All doors shall be equipped with single cylinder deadbolt lock with a minimum throw of one inch and an embedment of not less than 5/8 inch into the holding device. (PS)

60 All front doors shall have a peephole installed for security purposes. (PS)

61 If common mailboxes are provided, they shall be located within 100 feet of the project entry or near recreation facilities, and the location must be approved by the U.S. Postal Service. If outdoor cluster mailboxes are provided, they shall meet the standards provided in PMC Section 17.38.030 (Outdoor Lighting). (PS)

THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:

62 Adequate sanitary disposal facilities shall be required on-site during all phases of construction. (E)(B&S)

63 Grading shall be done in accordance with a grading plan prepared by the applicant's Registered Civil Engineer. All grading work shall be performed in one continuous operation or in phases as approved by the Planning Manager and the City Engineer. (P)(E)

64 Transmission lines less than 50KV and all other utility lines, existing and proposed, shall be installed underground in accordance with PMC Chapter 12.04 (Underground Utilities). (E)

65 The applicant shall comply with City and State guidelines and requirements for traffic control during construction and prior to final project acceptance. (TE)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO OCCUPANCY OF THIS PROJECT:

66 The applicant shall comply with the provisions of PMC Chapter 3.40 (Traffic Impact Fee Requirement). The applicant shall pay the applicable traffic impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected pursuant to the provisions of PMC Chapter 3.40 (Traffic Impact Fee Requirement). (E)(TE)(B&S)

67 The applicant shall comply with the provisions of PMC Chapter 3.42 (Fire Facility Impact Fee Requirement). The applicant shall pay the applicable fire facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (E)(B&S)

68 The applicant shall comply with the provisions of PMC Chapter 3.45 (Public Facility Development Impact Fee Requirement). The applicant shall pay the applicable public facility impact fees to the Building and Safety Division in the amount that is in effect at the time such fees are to be collected. (E)(B&S)

69 The applicant shall ensure that all public improvements shall be complete and accepted by the City. (E)

70 At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the City Engineer prior to release of final grading. The City of Palmdale building codes require that these be submitted by the field or supervising grading engineer. (E)

71 The applicant shall repair any broken or damaged curb, gutter, sidewalk, and pavement on streets within or along the frontage of the development. Any existing driveways that are not to be used shall be replaced with a standard curb, gutter, and sidewalk. (E)

72 The applicant shall improve any private street(s) or access drives for this project according to the plans approved by the City Engineer. (E)

73 The project shall be constructed in accordance with all the approved plans, including but not limited to site plans, grading plans, wall plans, landscape/irrigation plans, lighting plans, and elevations. (P)(E)

74 The applicant shall record a covenant upon the property, binding upon all owners, future owners, heirs or assigns of the property, regarding the required private maintenance of all private drainage facilities, to the satisfaction of the City Engineer. (E)

75 The management of this development shall undergo training and certification through the Partners Against Crime crime-free multi-family housing program and shall remain active in this program during the life of the development. Contact the Public Safety Office for more information. (PS)

76 A detailed security/management plan that includes security procedures, lease/rental agreement, application, tenant screening procedures, hours of operation of common facilities and offices shall be submitted two weeks prior to issuance of occupancy permit to Public Safety, 38256 Sierra Highway or publicsafety@cityofpalmdale.org. (PS)

77 The primary building address numbers shall be located on the building side where the main entrance is located. The building shall display an additional set of numbers on the secondary frontage (street side) when the building does not front on the street of address. Numbers shall be no less than eight inches in height if located less than 100 feet from the centerline of the addressed street or 12 inches in height if placed further than 100 feet from the centerline of the addressed street. Numbers shall be of a color contrasting to the background to which they are affixed. (PS)

78 Each individual unit within the complex shall display a prominent identification number (address) not less than six inches in height, which is easily visible from approaching interior road and pedestrian traffic. (PS)

79 The applicant shall be required to post No Trespassing signs on the property wall/fence. One printed sign shall be posted in a conspicuous manner at every walkway and driveway entering any enclosed private property or portion thereof and at a minimum of every 50 feet along the boundary of any unenclosed lot. The sign shall contain the following language which shall be printed in letters not less than two inches high. (PS)

THIS PROPERTY CLOSED TO THE PUBLIC
No Entry Without Permission
P.M.C. Sec. 9.44.030
Palmdale Sheriff's Station 272-2400

THE FOLLOWING CONDITIONS SHALL BE MET AS AN ONGOING ELEMENT OF THE PROJECT:

80 All parking facilities shall be maintained in good condition in accordance with the provisions of PMC Chapter 17.87 (Off-Street Parking and Loading). The maintenance thereof may include, but shall not be limited to the repaving, oiling, and striping of a parking area and the repair, restoration and/or replacement of any parking area design features when deemed necessary by the Planning Manager to ensure the health, safety, and welfare of the general public. (P)(E)

81 All owners, future owners, heirs, or assigns of the property shall be required to maintain all private drainage facilities in good working condition, as determined by the City Engineer, and shall be responsible for any damages associated with the private drainage facilities and for any costs incurred by the City for emergency maintenance, repairs, and any other efforts to keep the private drainage facilities in good working condition and/or to insure the health, safety, and welfare of the general public. The applicant shall record a covenant upon the property regarding said maintenance. (E)

82 In compliance with PMC Section 10.04.100 (Vehicle and Traffic Code), the installation of speed humps shall be prohibited. If any of these devices are installed while this ordinance is in effect the owner shall be required to remove these devices at their own expense. (TE)

83 This approval shall apply only to the property for which the application was made and shall apply to that property as long as the use for which approval was granted is in effect, regardless of changes in ownership. (P)

84 A revision or modification to an approved PD or SPR such as, but not limited to, change in conditions, expansion, or intensification, may be requested by the applicant. Such request shall be processed through application of a modification or new PD or SPR, as determined by the Planning Manager. (P)

85 The premises will be kept in a neat and orderly condition at all times. (PS)

86 Any graffiti shall be removed within 72 hours of discovery as specified within PMC Section 9.30.080. (PS)

87 Pedestrian gate access to adjacent properties shall be limited to residents only. (PS)

88 Access to the gated portion of the site for Fire Department and law enforcement purposes shall be provided by the agency's requested method. (PS)

89 Landscaping shall not provide concealment places. (PS)

90 Surrounding landscaping shall consist of low-growth plants no higher than two feet. (PS)

91 Landscaping located beneath a window shall be no taller than the windowsill and maintained at this standard. Barrier plants should be used below and to the sides of windows when possible. (PS)

92 This site shall be subject to periodic site inspections by the City and Sheriff's Department for the purpose of maintaining compliance with City regulations, project conditions of approval, and public health and safety. (PS)

Key to Departmental Conditions:

(P)	Planning Division (661-267-5200)
(E)	Engineering Division (661-267-5272)
(F)	Los Angeles County Fire Department (661-949-6319)
(B&S)	Building and Safety Division (661-267-5353)
(Pk)	Parks and Recreation Department (661-267-5611)
(PS)	Public Safety Division (661-267-5170)
(SCE)	Southern California Edison (661-945-9317)
(TE)	Traffic Division (661-267-5300)
(PA)	Public Art (661-267-5686)
(AVAQMD)	Antelope Valley Air Quality Management District (661-723-8070)

MEMO

SUBJECT
Together CA Planning Modification – PD 23-001 & SPR 23-003
APN: 3018-026-001

DATE 08/29/24

PAGES 3

TO
Sarah Stachnik, Assistant Planner
City of Palmdale, Planning Department

FROM
Allison Sumner, AC Martin

CC
Tim McCormick, Together CA
David Williams, PMA

Sarah,

Below please find a list of our proposed modifications along with the reasoning behind each item.

REQUESTED MODIFICATION	JUSTIFICATION	SHEET
GENERAL / SITE ITEMS:		
1. Upgrade perimeter walls from stucco finish to split face	Split face CMU is more durable and requires less maintenance.	A-100
2. Change trash structure and storage structure from corten steel to painted CMU	The corten steel finish no longer blends with the other finishes on the project and painted CMU will be more durable and easier to maintain.	A-100
3. Reduce number of site storage structures to one	Removed at client request.	A-100
4. Move all storm water to below grade infiltration/ storage tank as opposed to using swales in courtyard	Storm water design has been simplified to provide a single underground location.	C-300 9 of 20
5. Replace swales at center courtyard with mounds.	Swales no longer needed for storm water design and have been changed to mounds to keep visual interest and provide a variety in ground surface for playing. This also reduces risks for smaller children playing near the swales.	A-100, L-2, C-300
6. Trees adjusted in size and count	Tree count adjusted to allow for better variety of specimen trees at front yard, community building entry areas and south side of courtyard.	L-1
7. Steel shade structures replaced with grove of trees	Steel shade structure at courtyard replaced with drought tolerant/ low water trees as a better environmental choice to reduce possible burns from heated metal and increase cooling effect from additional planting.	L-1
8. Striping for pickle ball added to drive	Pickle ball striping added to required fire department turn around to break up expanse of paving and provide variety of play areas.	A-100

9. Project information square footage updated.	Refinements to sizes of structures requires updates to square footage of townhomes and community center. Changes do not reduce service capacity and will meet all DCFS requirements.	G-001
10. Show Phase 2 portions as dotted lines or remove for clarity.	The project was entitled as a phased project and the portions that were part of the initial phase and Phase 2 were identified in the entitled plans. Updated plans show only the initial approved phase with Phase 2 dotted in and shown as future work.	Various sheets
11. Reduce height of separation wall/fence	Reduction of the wall/fence height is lowered to reduce the visual impact while maintaining separation between residential and community building.	A-100
12. Clarify electrical equipment locations	SCE equipment has been adjusted to account for other utilities and points of connection. Landscape screening will be provided.	A-100
13. Move PV panels from roofs to carport	PV panels have been relocated to the top of carports to clean up the elevations of the sloped roofs and avoid unnecessary penetrations into the roofs for support. Additionally, the PV system is more easily integrated into the carport structure.	A-100, A102, A-106, A-301, A-302
TOWNHOMES AND MOBILITY UNIT:		
14. Simplify roof truss profile	Minor adjustment to townhome roof truss profile to match the other townhomes which standardizes the roof truss for manufacturing.	A-100, A-102, A-300, A-301
15. Change roofing to PVC standing seam	Changing from metal to PVC standing seam does not change aesthetics or durability but provides significant savings in cost. In addition, PVC is better at mitigating heat island effect than metal roofing.	A-101, A-106, A-300 to A-305
16. Reduce sunshades where not required for shading.	Sunshades to be removed where building facades are already shaded or will not have significant need for shading. All typical windows have a 2” recess which complies with DS 5.2.15 requirements. See details provided on A-400.	A-301, A-400
17. Seat wall changed from gabion wall to burnished CMU wall	Gabion wall changed to burnished CMU to match other material changes on site.	A-300
18. Show gutter and downspout	Gutter and downspout added to plans and elevations to reflect required storm water drainage conditions.	A-102, A-300, A-301
19. Increase planting area at townhome courtyards and	Increase planting area to provide a softer and cooler courtyard and change from pavers to	A-101

change paving to integral color textured concrete	concrete walkway for increased durability and maintenance.	
20. Perforated metal gate replaces overhead door at covered outdoor area of townhomes	Change overhead door to perforated metal gate for ease of operation by tenant.	A-101, A-301
21. Change two extra doors at each townhome to windows	Changing doors to windows provides same amount of light and air and increases security for townhome.	A-101
COMMUNITY CENTER AND STUDIOS:		
22. Expand exterior courtyard area with trellis above for shading.	This change provides better visibility and access for visitors into the Community Room and Offices while still providing a shaded waiting or gathering space at the entry.	G-002, G003, A-100, A-105, A-106, A-305
23. Taller patio enclosure for Phase 1 Studios	Taller patio enclosure will provide enhanced privacy and security until the Phase 2 studio structure is built.	A-105, A-302, A303, A-304
24. Provide planting directly in ground and remove concrete planters	Planting directly in the ground will ensure better plant life and eliminate additional maintenance required for planters.	A-105, A-302 thru A-304
25. Show gutter	Gutter added to plans and elevations to reflect required storm water drainage conditions.	A-106, A-302 to A-305
26. Change roofing to PVC standing seam	Changing from metal to PVC standing seam does not change aesthetics or durability but provides significant savings in cost. In addition, PVC is better at mitigating heat island effect than metal roofing. PVC standing seam is in compliance with DS 5.2.7 by providing an equivalent to non-reflective standing seam metal.	A-100, A-102, A-106, A-300, A-302 thru A-305
27. Change gabion wall to stone veneer	Gabion wall was creating challenging details and compromised waterproofing. Changing to a stone veneer provides better waterproofing detail and more standard installation, while maintaining stone look.	A-302, A-303
28. Change metal wall panels to cement plaster mural/art wall	Providing mural/art on all four sides of structure provides stronger visual interest from street and community spaces. Change to mural/art wall still complies with DS 5.2.10 and 5.2.16 when combined with stucco colors and stone veneer.	A-302 A-303
29. Change metal wall panels to same color cement plaster.	Change to stucco since the rest of the metal wall panels have changed to cement plaster mural/art wall. Change to cement plaster still complies with	A-303, A-304, A-305

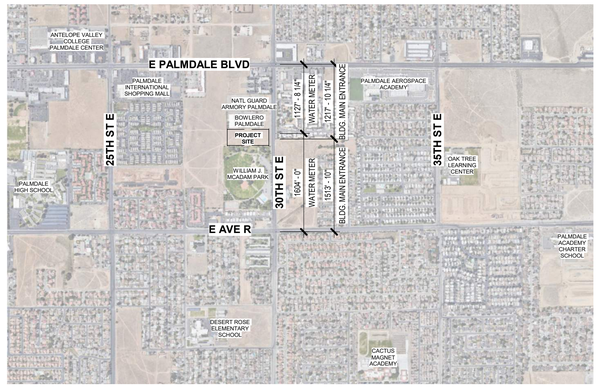
	DS 5.2.10 and 5.2.16 when combined with mural/art and stone veneer.	

38225 30th Street E.

Palmdale, CA 93550







VICINITY MAP
SCALE: 1 : 12000

1
G-000



RADIUS MAP
SCALE: 1 : 6000

2
G-000

G-000 COVER SHEET
G-001 ENTITLEMENT PROJECT SUMMARY
G-001 PROPOSED PROJECT SUMMARY
G-002 ENTITLEMENT F.A.R. CALCULATIONS
G-002 PROPOSED F.A.R. CALCULATIONS
G-003 ENTITLEMENT OPEN SPACE CALCULATIONS
G-003 PROPOSED OPEN SPACE CALCULATIONS
G-004 ENTITLEMENT OPEN SPACE CALCULATIONS
G-004 PROPOSED OPEN SPACE CALCULATIONS
A-100 ENTITLEMENT SITE PLAN
A-100 PROPOSED SITE PLAN
A-101 TYPICAL UNIT FLOOR PLANS
A-102 TYPICAL UNTI ROOF PLANS
A-105 COMMUNITY CENTER FLOOR PLAN
A-106 COMMUNITY CENTER ROOF PLAN
A-300 TOWNHOME ELEVATIONS
A-301 TOWNHOME ELEVATIONS
A-302 COMMUNITY CENTER ELEVATIONS
A-303 COMMUNITY CENTER ELEVATIONS
A-304 COMMUNITY CENTER ELEVATIONS
A-305 COMMUNITY CENTER ELEVATIONS
A-400 PROPOSED 3D VIEWS
L-1 TREE ADJUSTMENT PLAN
L-2 REPLACEMENT OF BIOSWALE WITH MOUNDS
C-300 ENTITLEMENT LOW IMPACT DEVELOPMENT PLAN
C-300 PROPOSED GRADING PLAN

Property Owner & Applicant
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LFA
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PROJECT DESCRIPTION

Project includes fourteen (14) four-bedroom residential units for use as affordable housing for foster care youth, each with an adjacent unit for use by the resource caregiver, a community center to be used for the foster youth and the community, related offices, and ancillary required parking and other improvements.

APPLICABLE CODES

2022 California Building Code (CBC)
2022 California Green Building Standards Code (CalGreen) 2022 California Electrical Code (CEC)
2022 California Mechanical Code (CMC) 2022 California Plumbing Code (CPC) 2022 California Fire Code (CFC)
2022 California Building Energy Efficiency Standards (CBEES)

ZONING INFORMATION

ADDRESS
30TH ST E
PALMDALE, CA 93550
APNS'
3018026001

LOT AREA

ZONE	BASE LOT	TOTAL AFTER DEDICATION
MU1	203,607	**201,630**
TOTAL SF	203,607	**201,630**
TOTAL ACRES	4.67	**4.63**

MAX. DENSITY

ZONE	DUS PER ACRE	MAX DENSITY	
MU1	20 * 4.63	92.58	
TOTAL ALLOWABLE DENSITY		**93**	ROUND UP

PROPOSED DENSITY

TYPE	COUNT	MIX
STUDIO	6	30.0%
5BED	14	70.0%
TOTAL	**20**	**100%**

	REQUIRED	PROVIDED
UNITS WITH MOBILITY FEATURES (5% MIN)	1.00	1
UNITS WITH HEARING & COMMUNICATION FEATURES (2% MIN)	0.40	1

ZONING INFORMATION

MAX. HEIGHT	45'-0" / 3 STORIES
PROPOSED HEIGHT (COMMUNITY CENTER, OFFICE, & STUDIOS)	**30'-0" / 2 STORIES**
PROPOSED HEIGHT (TOWNHOMES)	**29'-0" / 2 STORIES**

DEVELOPMENT SITE SETBACKS

	REQ'D PER MU1	PROPOSED
FRONT (RES. GROUND FLOOR)	15'MIN - 25' MAX	38'-6"
FRONT (NON-RES. GROUND FLOOR)	5' MIN - 15' MAX	20'-4"
INTERIOR SIDE	0' MIN	14'-0"
REAR	15' MIN	59'-9"

YARDS REQUIRED / PROPOSED

	REQUIRED	PROPOSED
FRONT	5' MIN	20'
SIDE	5' MIN	10'
REAR	15' MIN	15'

F.A.R. ALLOWABLE

BASE FAR

ZONE	SITE AREA	BUILDABLE	NON-RESIDENTIAL MAX F.A.R.	FLOOR AREA
MU1	201,630	178,193	0.35	62,368
TOTAL	**201,630**	**178,193**		**62,368**

F.A.R. CALCULATIONS

COMMUNITY CENTER, OFFICES, STUDIOS	**AREA**
Ground Level (Community Center)	2,189
Ground Level (Community center support)	1,961
Ground Level (Offices)	2,842
Ground Level (Residential)	2,388
Ground Level (Utility, Restrooms)	641
Second Level (Residential)	1,170
TOWNHOMES	
Ground Level (Residential)	24,286
Second Level (Residential)	25,363
Accessory Storage Structures (Residential)	430
NON-RESIDENTIAL AREA	**7,633**
RESIDENTIAL AREA	**53,637**
TOTAL AREA	**61,270**
NON-RESIDENTIAL F.A.R.	**0.04**
RESIDENTIAL F.A.R.	**0.30**
TOTAL FAR	**0.34**

MEASUREMENT PER PMC 17.16:

Floor Area, Habitable, shall mean the total horizontal area of all the floors of a building measured from the exterior surface of the outside walls including all floors below ground level but exclusive of vent shafts, courts and garages.

PARKING SPACES REQUIRED

RESIDENTIAL

TYPE	NO. OF UNITS	RATIO	PARKING SPACES
STUDIO	6	1	6
TOWNHOMES	14	2	28
TOTAL			**34**

COMMERCIAL

OFFICES	11
COMMUNITY CENTER	20
TOTAL	**31**
TOTAL PARKING REQUIRED	**65**

PARKING SPACES PROVIDED

GROUND LEVEL

ADA	9'-0" x 18'-0"	3
STANDARD	9'-0" x 18'-0"	44
PARALLEL	9'-0" x 22'-0"	10
COMPACT	8'-0" x 18'-0"	8
TOTAL		**65**
TOTAL EV CAPABLE (PER CGBSC TABLE 5.106.5.3.1)		**13**
TOTAL EVCS (PER CGBSC TABLE 5.106.5.3.1)		**3**

BIKE PARKING REQUIRED / PROVIDED

Community Center	4
Residential	4
PROVIDED	8

REQUIRED BIKE RACKS PER PMC 17.87.210:

OPEN SPACE REQUIRED

RESIDENTIAL

TOTAL OPEN SPACE REQUIRED	20 UNITS * 200 SF	4000
PRIVATE OPEN SPACE REQUIRED		1,920
	18 GROUND-LEVEL UNITS x 100 SF + 2 UPPER-LEVEL UNITS x 60 SF	

OPEN SPACE PROVIDED

COMMON OPEN SPACE

LOCATION	**LEVEL**	**AREA (SF)**
BREEZEWAY (STUDIOS)	GROUND LEVEL	995
COMMON OPEN SPACE (TOWNHOMES)	GROUND LEVEL	64,664
COMMON OPEN SPACE (COMMUNITY CENTER)	GROUND LEVEL	13,399
TOTAL		**79,058**

PRIVATE OPEN SPACE

PATIOS (STUDIOS)	GROUND & 2ND	536
PATIOS & PORCHES (TOWNHOMES)	GROUND LEVEL	8,465
BALCONIES (TOWNHOMES)	2ND LEVEL	1,638
TOTAL		**10,639**
GRAND TOTAL OPEN SPACE		**89,697**

CONSTRUCTION TYPE

COMMUNITY CENTER & STUDIOS
11,191 S.F.
TYPE VA FULLY SPRINKLERED (PER NFPA 13)
compliance with current LA County Fire and Building Codes. Fire Code 507.3 & Appendix B105.1

TOWNHOMES
TYPE VA FULLY SPRINKLERED (PER NFPA 13R)
compliance with current LA County Fire and Building Codes. Fire Code 507.3 & Appendix B105.1

UNIT 01 3,304 S.F.
UNIT 02 3,565 S.F.
UNIT 03 3,565 S.F.
UNIT 04 3,565 S.F.
UNIT 05 3,565 S.F.
UNIT 06 3,565 S.F.
UNIT 07 3,565 S.F.
UNIT 08 3,565 S.F.
UNIT 09 3,565 S.F.
UNIT 10 3,565 S.F.
UNIT 11 3,565 S.F.
UNIT 12 3,565 S.F.
UNIT 13 3,565 S.F.
UNIT 14 3,565 S.F.

MU1 REQUIREMENT	**REQUIRED / ALLOWABLE PER MU1**	**PROVIDED**	**NOTES**
NON-RESIDENTIAL MAX. FAR	0.35	0.34	
RESIDENTIAL DENSITY	94 (20/ACRE)	20	
MAX HEIGHT	45' / 3 STORIES	29' / 2 STORIES	
MIN. GROUND FLR HEIGHT (NON-RESIDENTIAL, FLOOR-TO-FLOOR)	15'	11'	CURRENTLY BELOW MINIMUM HEIGHT AT OFFICES
DEVELOPMENT SITE SETBACKS			THE COMMUNITY CENTER BUILDING IS CURRENTLY SETBACK BEYOND THE MAX ALLOWABLE PER MU1 ZONING. SETBACKS WERE ORIGINALLY DETERMINED PER R-3 ZONING.
FRONT (RESIDENTIAL GROUND FLR)	15' MIN - 25' MAX	38'-6"	
FRONT (NON-RES. GROUND FLR)	5' MIN - 15' MAX	20'-4"	
INTERIOR SIDE	0' MIN	14'-0"	
REAR	15' MIN	59'-9"	
LOT SETBACKS			
FRONT	5' MIN	20'	SETBACKS WERE ORIGINALLY DETERMINED PER R-3 ZONING.
SIDE	5' MIN	10'	
REAR	15' MIN	15'	

DEVIATIONS

1. GROUND FLOOR HEIGHT - NON RESIDENTIAL (SEE SHEET G-102)
2. SETBACKS (SEE SHEET G-102)
3. BUILDING BREAK - TOWNHOMES (SEE SHEET G-102)
4. RESIDENTIAL BUILDING OVERLOOK (SEE SHEET G-102)
5. COMMUNITY CENTER PARKING (SEE SHEET G-102)

GENERAL PLAN LAND USE DESIGNATION
Mixed Use-1

ZONING NOTES
C-3 lot to be changed to MU-1.
7' dedication required along 30th St E.

SPECIAL CONSIDERATIONS:
PROJECT IS TO BE BUILT IN 2 PHASES. PHASE 1 CONSISTS OF THE COMMUNITY CENTER, 12 TOWNHOMES, AND 2 STUDIO APARTMENTS. PHASE 2 CONSISTS OF 2 ADDITIONAL TOWNHOMES AND 4 ADDITIONAL STUDIO APARTMENTS.

DEVELOPER PROPOSES TO FINANCE THE PROJECT WITH A LOAN FROM AUTHORITY OF LOW AND MODERATE INCOME HOUSING ASSET FUNDS AND DONATIONS TO DEVELOPER, OR ALTERNATIVE FINANCING PROPOSED BY DEVELOPER AND APPROVED BY THE AUTHORITY.

ACMARTIN

38225 30th St E., Palmdale, CA 93550

Together California

project no | 2207027 issue date | Aug 30, 2024

ENTITLEMENT PROJECT SUMMARY

G- 001

SCALE:

PROJECT DESCRIPTION

PROJECT DESCRIPTION	PROJECT INCLUDES FOURTEEN (14) FOUR-BEDROOM RESIDENTIAL UNITS FOR USE AS AFFORDABLE HOUSING FOR FOSTER CAREGIVER, A COMMUNITY CENTER TO BE USED FOR THE FOSTER YOUTH AND THE COMMUNITY, RELATED OFFICES, AND ANCILLARY REQUIRED PARKING AND OTHER IMPROVEMENTS PROJECT IS TO BE BUILT IN 2 PHASES. PHASE 1 CONSISTS OF THE COMMUNITY CENTER, 12 TOWNHOMES, AND 2 STUDIO APARTMETS. PHASE 2 CONSISTS OF 2 ADDITIONAL TOWNHOMES AND 4 ADDITIONAL STUDIO APARTMENTS
PROJECT ADDRESS	38225 30TH STREET EAST PALMDALE, CA 93550
LEGAL DESCRIPTION	LOT 24, IN SECTION 30, TOWNSHIP 6 NORTH RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP SHOWING A PORTION OF THE LANDS OF THE PALMDALE COLONY COMPANY, IN BOOK 52 PAGES(S) 71, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY APN: 3018-026-001
LOT AREA	BASE LOT = 203,607 SF (4.67 ACRES) AFTER 7' DEDICATION = 201,630 SF (4.63 ACRES)
ZONING INFORMATION	MU-1 (GENERAL PLAN LAND USE DESIGNATION) C-3 LOT TO BE CHANGED TO MU-1
CODES	• 2022 CALIFORNIA MECHANICAL CODE (CMC) • 2022 CALIFORNIA PLUMBING CODE (CPC) • 2022 CALIFORNIA ELECTRICAL CODE (CEC) • 2022 CALIFORNIA BUILDING (CBC) AND FIRE CODES • 2022 CALIFORNIA TITLE 24 ENERGY REQUIREMENTS (T24) • 2022 CALIFORNIA GREEN BUILDING • FHA ACCESSIBLE GUIDELINES USING THE SAFE HARBOR AS PERMITTED PER THE 1998 FHA DESIGN MANUAL WITH ANSI A117.1 - 1986 PER REQUIREMENTS 1 & 2 AND 2010 ADA WITH THE MAY 23, 2014 DEEMING DOCUMENT OF THE NON-EQUIVALENCY PER UFAS
FUNDING SOURCE	FUNDING FROM AUTHORITY OF LOW AND MODERATE INCOME HOUSING ASSET FUNDS AND DONATIONS TO DEVELOPER, OR ALTERNATIVE FINANCING PROPOSED BY DEVELOPER AND APPROVED BY THE AUTHORITY

MAX DENSITY ALLOWABLE

ZONE	DU PER ACRE	MAX DENSITY
MU1	20 X 4.63 ACRE	92.60
TOTAL ALLOWABLE DENSITY		**93 ROUND UP**

DENSITY PROVIDED

TYPE	COUNT	MIX
STUDIO	2	10%
STUDIO (PHASE 2)	4	20%
5 BED	12	60%
5 BED (PHASE 2)	2	10%
TOTAL	**20**	**100%**

	REQUIRED		PROVIDED
UNITS WITH MOBILITY FEATURES (5% MIN)	20 X 5% =	1.00	1.00
UNITS WITH HEARING AND COMMUNICATION FEATURES (2% MIN)	20 X 2% =	0.40	1.00

DEVIATIONS

1. GROUND FLOOR HEIGHT - NON RESIDENTIAL = REQ'D = 15'-0" PROVIDED = 13'-0"
2. SETBACKS - SEE SHEET G104
3. BUILDING BREAKS - TOWNHOMES - SEE SHEET G104
4. RESIDENTIAL BUILDING OVERLOOK - SEE SHEET G104
5. COMMUNITY CENTER PARKING - SEE SHEET G104

SPECIAL CONSIDERATIONS:
PROJECT IS TO BE BUILT IN 2 PHASES. PHASE 1 CONSISTS OF THE COMMUNITY CENTER, 12 TOWNHOMES, AND 2 STUDIO APARTMENTS. PHASE 2 CONSISTS OF 2 ADDITIONAL TOWNHOMES AND 4 ADDITIONAL STUDIO APARTMENTS.

DEVELOPER PROPOSES TO FINANCE THE PROJECT WITH A LOAN FROM AUTHORITY OF LOW AND MODERATE INCOME HOUSING ASSET FUNDS AND DONATIONS TO DEVELOPER, OR ALTERNATIVE FINANCING PROPOSED BY DEVELOPER AND APPROVED BY THE AUTHORITY.

ALL CALCULATIONS FOR FAR, OPEN SPACE, VEHICLE PARKING AND BICYCLE PARKING TAKE PHASE 2 CONSTRUCTION INTO ACCOUNT.

BUILDING HEIGHT (ZONING)

MIXED USE-1 REQUIREMENTS (MU1)	REQUIRED/ ALLOWED PER MU1	PROVIDED	NOTES
MAX HEIGHT	45' / 3 STORIES	30' / 2 STORIES (COMM. CENTER) 29' / 2 STORIES (TOWNHOMES)	
MIN. GROUND FLOOR HEIGHT (NON-RESIDENTIAL, FLOOR TO FLOOR)	15'	11'	CURRENTLY BELOW MINIMUM HEIGHT AT OFFICES

SETBACK REQUIRED

	REQUIRED PER MU1 (ORIGINALLY DETERMINED FOR R-3 ZONING)
FRONT (RES. GROUND FLOOR)	15' MIN. - 25' MAX
FRONT (NON-RES. GROUND FLOOR)	5' MIN. - 15' MAX
INTERIOR SIDE	0' MIN.
REAR	15' MIN.
FRONT DEDICATION ALONG 30TH ST. E.	7' MIN.

SETBACK PROVIDED

	PROPOSED
FRONT (RES. GROUND FLOOR)	38'-6"
FRONT (NON-RES. GROUND FLOOR)	20'-0"
INTERIOR SIDE	14'-0"
REAR	59'-9"
FRONT DEDICATION ALONG 30TH ST. E.	7'-0"

FLOOR AREA RATIO (F.A.R.) ALLOWABLE

BASE F.A.R. ZONE	SITE AREA	BUILDABLE	NON-RESIDENTIAL MAX F.A.R.	FLOOR AREA
MU1	201,630	178,193	0.35	62,368
TOTAL	201,630	178,193		62,368

9. Project information square footage updated.

FLOOR AREA RATIO (F.A.R.) PROVIDED

F.A.R. COMMUNITY CENTER, OFFICES, STUDIOS

COMMUNITY CENTER	GROUND LEVEL	3634 SF
OFFICES	GROUND LEVEL	2815 SF
RESIDENTIAL	GROUND LEVEL	1049 SF
RESIDENTIAL (PHASE 2)	2ND LEVEL	1147 SF
RESIDENTIAL (PHASE 2)	GROUND LEVEL	1254 SF
UTILITY / RESTROOMS	GROUND LEVEL	649 SF
Total Floor Area Provided		10549 SF

F.A.R. TOWNHOMES

ACCESSORY STORAGE STRUCTURE	GROUND LEVEL	275 SF
RESIDENTIAL	GROUND LEVEL	16864 SF
RESIDENTIAL (PHASE 2)	GROUND LEVEL	3066 SF
RESIDENTIAL MOBILITY	GROUND LEVEL	2826 SF
RESIDENTIAL	2ND LEVEL	17069 SF
RESIDENTIAL (PHASE 2)	2ND LEVEL	3103 SF
Total Floor Area Provided		43203 SF

NON-RESIDENTIAL AREA	7,098 SF
RESIDENTIAL AREA (PHASE 1= 38,084+ PHASE 2= 8,570)	46,654 SF
TOTAL AREA	**53,752 SF**
NON RESIDENTIAL F.A.R.	**0.04**
RESIDENTIAL F.A.R.	**0.26**
TOTAL F.A.R.	**0.30**

UNIT SUMMARY

TYPE VA FULLY SPRINKLERED PER NFPA 13)

TYPE	COUNT	SQUARE FEET (SF)
COMMUNITY CENTER	1	7,098
RESIDENTIAL TOWNHOME	10	30,848
RESIDENTIAL TOWNHOME (PHASE 2)	2	6,169
RESIDENTIAL MOBILITY	1	2,826
RESIDENTIAL COMMUNICATION AND HEARING	1	3,085
RESIDENTIAL STUDIO	2	1,049
RESIDENTIAL STUDIO (PHASE 2)	4	2,402
TOTAL (EXCLUDING PHASE 2)	**15**	**44,906**
TOTAL (INCLUDING PHASE 2)	**21**	**53,477**

9. Project information square footage updated.

PARKING REQUIRED

RESIDENTIAL PER ZONING MU1 AND PLANNED DEVELOPMENT 23-001 AND SITE PLAN REVIEW 23-003

TYPE	NO. OF UNITS	RATIO	PARKING SPACES
STUDIO	6	1	6
TOWNHOMES AND MOBILITY	14	2	28
TOTAL			**34**

COMMERCIAL PER ZONING MU1 AND PLANNED DEVELOPMENT 23-001 AND SITE PLAN REVIEW 23-003

TYPE	NO. OF UNITS	RATIO	PARKING SPACES
OFFICES	6		11
COMMUNITY CENTER	14	1 SPACE FOR EVERY 200 SF	20
TOTAL			**31**
TOTAL RESIDENTIAL AND COMMERCIAL			**65**

PARKING PROVIDED

RESIDENTIAL PER ZONING MU1 AND PLANNED DEVELOPMENT 23-001 AND SITE PLAN REVIEW 23-003

TYPE		PARKING SPACES
ACCESSIBLE	9'-0" W x 18'-0" L	3
STANDARD	9'-0" W x 18'-0" L	43
PARALLEL	9'-0" W x 22'-0" L	10
COMPACT	8'-0" W x 18'-0" L	8
COMPACT	8'-0" W x 15'-0" L	1
TOTAL		**65**

BIKE PARKING REQUIRED

PER ZONING MU1 (PMC 17.87.210) AND PLANNED DEVELOPMENT 23-001 AND SITE PLAN REVIEW 23-003

TYPE			BIKE SPACES
SHORT-TERM			
RESIDENTIAL			4
NON-RESIDENTIAL			3
TOTAL SHORT-TERM			**7**

TYPE			BIKE SPACES
LONG-TERM			
RESIDENTIAL			5
NON-RESIDENTIAL			2
TOTAL LONG-TERM			**7**

BIKE PARKING PROVIDED

TYPE			BIKE SPACES
SHORT-TERM			
RESIDENTIAL			4
NON-RESIDENTIAL			3
TOTAL SHORT-TERM			**7**

TYPE			BIKE SPACES
LONG-TERM			
RESIDENTIAL			5
NON-RESIDENTIAL			2
TOTAL LONG-TERM			**7**

UNIT AND CONSTRUCTION TYPE

COMMUNITY CENTER
7,098 S.F.

STUDIOS (PHASE 1)
UNIT 100A 522 S.F.
UNIT 100B 526 S.F.

COMMUNITY CENTER & STUDIO
8,146 S.F.
(10,548 S.F., INCLUDE PHASE 2 STUDIOS AND LAUNDRY [2,402 S.F.])
TYPE VA FULLY SPRINKLERED (PER NFPA 13)
compliance with current LA County Fire and Building Codes. Fire Code 507.3 & Appendix B105.1

TOWNHOMES
TYPE VA FULLY SPRINKLERED (PER NFPA 13R)
compliance with current LA County Fire and Building Codes. Fire Code 507.3 & Appendix B105.1

UNIT SCHEDULE

UNIT 100A	522 SF	STUDIO
UNIT 100B	526 SF	STUDIO
UNIT 100C- PH 2	627 SF	STUDIO - PH 2
UNIT 100D- PH 2	627 SF	STUDIO - PH 2
UNIT 100E- PH 2	574 SF	STUDIO - PH 2
UNIT 100F- PH 2	574 SF	STUDIO - PH 2
UNIT 101	2826 SF	MOBILITY
UNIT 102	3085 SF	COMMUNICATION AND HEARING
UNIT 103	3085 SF	TOWNHOME
UNIT 104	3085 SF	TOWNHOME
UNIT 105	3085 SF	TOWNHOME
UNIT 106	3085 SF	TOWNHOME
UNIT 107	3085 SF	TOWNHOME
UNIT 108	3084 SF	TOWNHOME
UNIT 109	3085 SF	TOWNHOME
UNIT 110	3084 SF	TOWNHOME
UNIT 111	3085 SF	TOWNHOME
UNIT 112	3085 SF	TOWNHOME
UNIT 113- PH 2	3084 SF	TOWNHOME - PH 2
UNIT 114- PH 2	3085 SF	TOWNHOME - PH 2
Total Floor Area Provided	46379 SF	

9. Project information square footage updated.

OPEN SPACE REQUIRED

RESIDENTIAL		SQUARE FEET
COMMON OPEN SPACE REQUIRED	14 UNITS X 200 SF (PHASE 2) 6 UNITS X 200 SF	2,800 1,200
TOTAL COMMON OPEN SPACE		**4,000**
PRIVATE OPEN SPACE REQUIRED	14 GROUND LEVEL UNITS X 100 SF	1,400
	(PHASE 2) 4 GROUND LEVEL UNITS X 100 SF	400
	(PHASE 2) 2 UPPER LEVEL UNITS X 60 SF	120
TOTAL PRIVATE OPEN SPACE		**1,920**

OPEN SPACE PROVIDED

COMMON OPEN SPACE

Comments	ACM Element Description	Area
BREEZWAY STUDIOS	GROUND LEVEL	1007 SF
COMMON O.S. GROUND LEVEL	GROUND LEVEL	11699 SF
COMMON O.S. TOWNHOMES	GROUND LEVEL	61675 SF
		74381 SF 87%

PRIVATE OPEN SPACE

Comments	ACM Element Description	Area
BALCONIES (STUDIOS)	GROUND LEVEL	226 SF
BALCONIES (STUDIOS-PHASE 2)	2ND LEVEL	149 SF
BALCONIES (TOWNHOMES - PHASE 2)	2ND LEVEL	242 SF
BALCONIES (TOWNHOMES)	2ND LEVEL	1331 SF
PATIO (MOBILITY)	GROUND LEVEL	98 SF
PATIOS (STUDIOS-PHASE 2)	GROUND LEVEL	231 SF
PATIOS (TOWNHOMES - PHASE 2)	GROUND LEVEL	242 SF
PATIOS (TOWNHOMES)	GROUND LEVEL	1331 SF
PORCH (MOBILITY)	GROUND LEVEL	951 SF
PORCH (TOWNHOMES - PHASE 2)	GROUND LEVEL	980 SF
PORCH (TOWNHOMES)	GROUND LEVEL	4901 SF
		10682 SF 13%

GRAND TOTAL OPEN SPACE **85,063 SF 100%**

PRIVATE OPEN SPACE PER PHASE
PHASE 1 8,838 SF
PHASE 2 1,844 SF

9. Project information square footage updated.

ACMARTIN

38225 30th St E., Palmdale, CA 93550

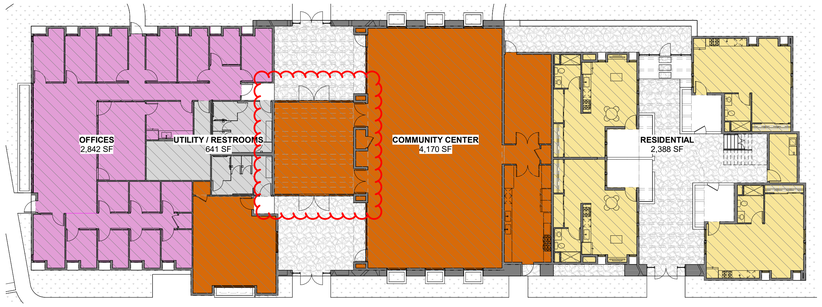
Together California

project no | 2207027 issue date | Aug 30, 2024

PROPOSED PROJECT SUMMARY

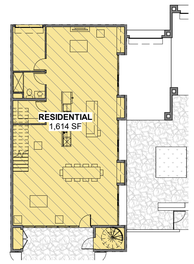
G-001

SCALE: 12" = 1'-0"



TOTAL FLOOR AREA @ COMMUNITY CENTER, OFFICES, STUDIOS (LEVEL 1): 10,041 SF

COMMUNITY CENTER, OFFICES, & STUDIOS - LEVEL 1



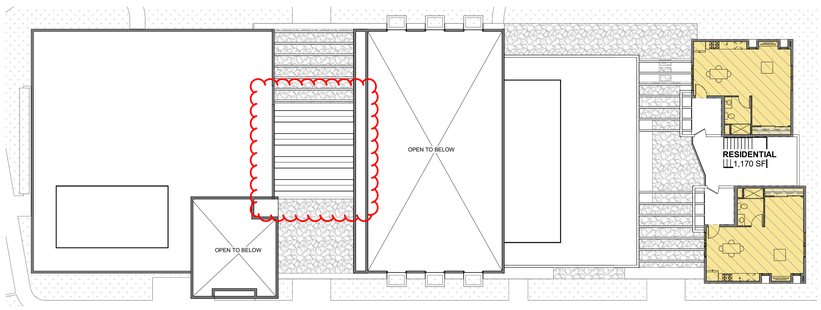
TOTAL FLOOR AREA @ 13 TYPICAL UNITS (LEVEL 1): 20,982 SF

TYPICAL UNIT - LEVEL 1



TOTAL FLOOR AREA @ MOBILITY UNIT: 3,304 SF

MOBILITY UNIT



TOTAL FLOOR AREA @ STUDIOS (LEVEL 2): 1,170 SF

COMMUNITY CENTER, OFFICES, & STUDIOS - LEVEL 2



TOTAL FLOOR AREA @ 13 TYPICAL UNITS (LEVEL 2): 25,480 SF

TYPICAL UNIT - LEVEL 2



TOTAL FLOOR AREA @ 2 TYPICAL ACCESSORY STORAGE STRUCTURES: 430 SF

TYPICAL ACCESSORY STORAGE STRUCTURE

KEY PLAN



LEGEND

- RESIDENTIAL
- COMMUNITY CENTER
- OFFICES
- UTILITY / RESTROOMS
- ACCESSORY STORAGE STRUCTURES

F.A.R. CALCULATIONS

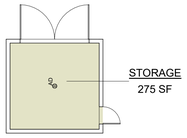
ALLOWABLE F.A.R (MU1):

SITE AREA	BUILDABLE AREA	NON-RES. MAX F.A.R.	AREA
201,630 SF	78,193 SF	0.35	62,368 SF

COMMUNITY CENTER, OFFICES, STUDIOS	**AREA (SF)**
GROUND LEVEL (COMMUNITY CENTER)	4,170
GROUND LEVEL (OFFICES)	2,842
GROUND LEVEL (RESIDENTIAL)	2,388
GROUND LEVEL (UTILITY, RESTROOMS)	641
SECOND LEVEL (RESIDENTIAL)	1,170
TOWNHOMES	
GROUND LEVEL (RESIDENTIAL)	24,286
SECOND LEVEL (RESIDENTIAL)	25,363
ACCESSORY STORAGE (RESIDENTIAL)	430
NON-RESIDENTIAL AREA	7,653
RESIDENTIAL AREA	53,637
TOTAL AREA	61,290
NON-RESIDENTIAL F.A.R.	0.04
RESIDENTIAL F.A.R.	0.30
TOTAL F.A.R.	0.34

FLOOR AREA DEFINITION PER PMC 17.16:
The total horizontal area of all the floors of a building measured from the exterior surface of the outside walls including all floors below ground level but exclusive of vent shafts, courts and garages.

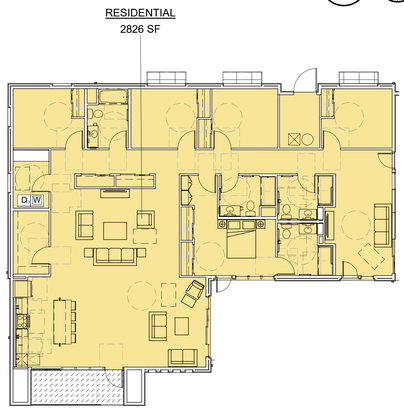
FLOOR AREA RATIO DEFINTION PER PMC 17.16:
The numerical value obtained through dividing the floor area of a building or buildings, excluding below grade floor area, by the total area of the lot or parcel of land on which such building or buildings are located.



LEVEL 1 STORAGE

SCALE: 3/32" = 1'-0"

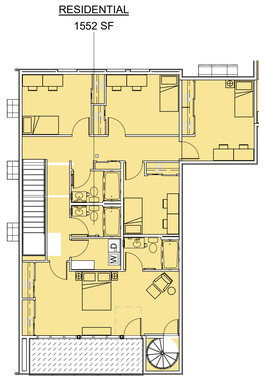
6 G-002



LEVEL 1 MOBILITY UNIT

SCALE: 3/32" = 1'-0"

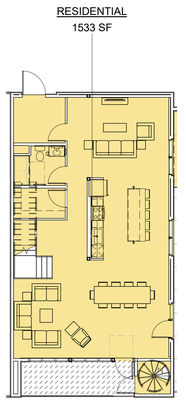
5 G-002



LEVEL 2 TYP. UNIT 2

SCALE: 3/32" = 1'-0"

4 G-002

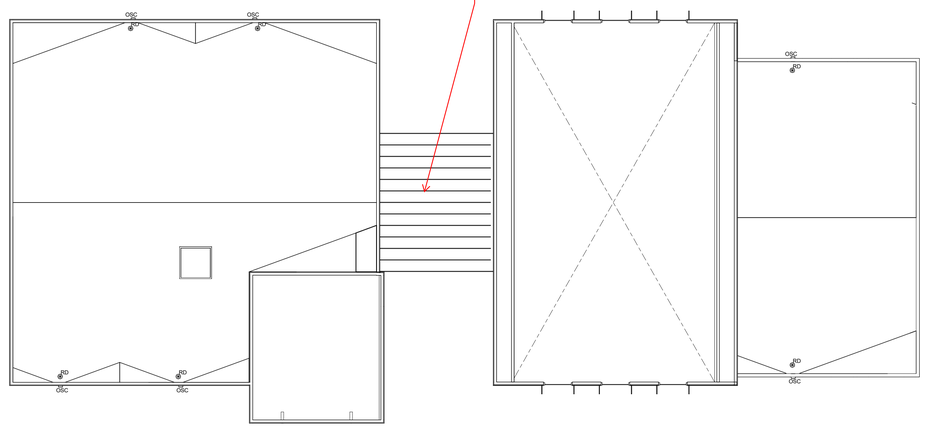


LEVEL 1 TYP. UNIT

SCALE: 3/32" = 1'-0"

3 G-002

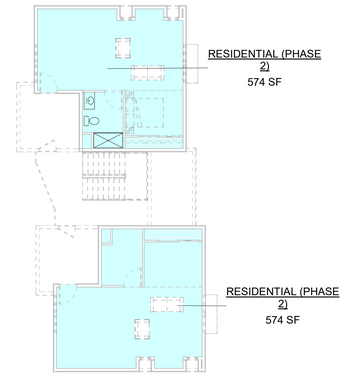
22. Expand exterior courtyard area with trellis above for shading.



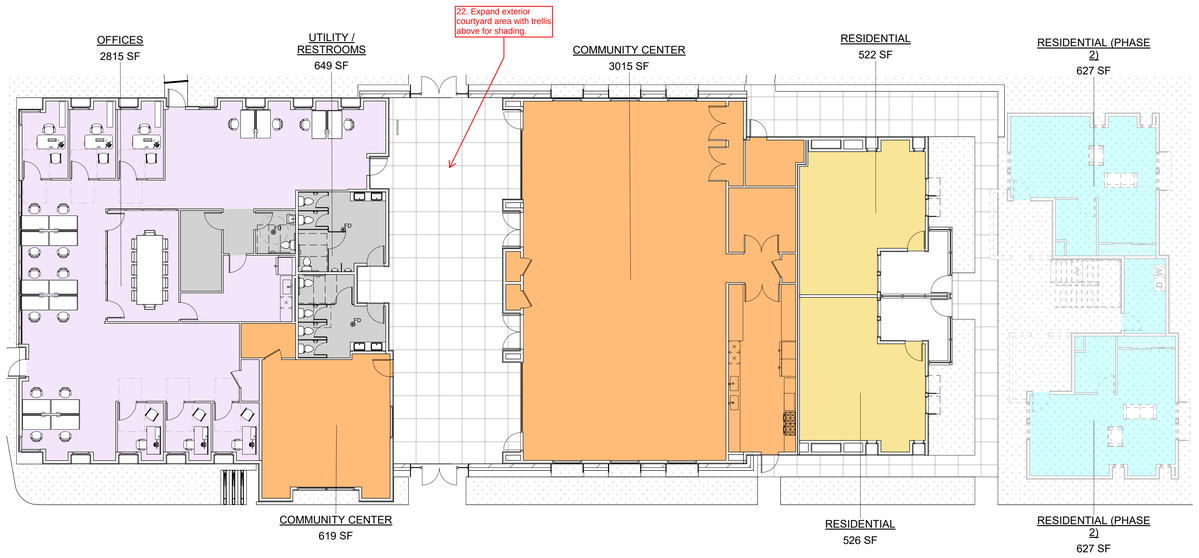
LEVEL 2 COMMUNITY CENTER

SCALE: 3/32" = 1'-0"

2 G-002



22. Expand exterior courtyard area with trellis above for shading.

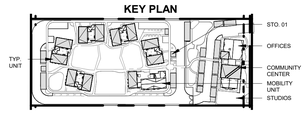


LEVEL 1 COMMUNITY CENTER

SCALE: 3/32" = 1'-0"

1 G-002

KEY PLAN



LEGEND

- RESIDENTIAL
- COMMUNITY CENTER
- OFFICES
- UTILITY / RESTROOMS
- ACCESSORY STORAGE STRUCTURES
- RESIDENTIAL (PHASE 2)

9. Project information square footage updated.

F.A.R. COMMUNITY CENTER, OFFICES, STUDIOS

COMMUNITY CENTER	GROUND LEVEL	3634 SF
OFFICES	GROUND LEVEL	2815 SF
RESIDENTIAL	GROUND LEVEL	1049 SF
RESIDENTIAL (PHASE 2)	2ND LEVEL	1147 SF
RESIDENTIAL (PHASE 2)	GROUND LEVEL	1254 SF
UTILITY / RESTROOMS	GROUND LEVEL	649 SF
Total Floor Area Provided		10549 SF

F.A.R. TOWNHOMES

ACCESSORY STORAGE STRUCTURE	GROUND LEVEL	275 SF
RESIDENTIAL	GROUND LEVEL	16864 SF
RESIDENTIAL (PHASE 2)	GROUND LEVEL	3066 SF
RESIDENTIAL MOBILITY	GROUND LEVEL	2826 SF
RESIDENTIAL	2ND LEVEL	17069 SF
RESIDENTIAL (PHASE 2)	2ND LEVEL	3103 SF
Total Floor Area Provided		43203 SF

NON-RESIDENTIAL AREA	7,098 SF
RESIDENTIAL AREA (PHASE 1= 38,084+ PHASE 2= 8,570)	46,654 SF
TOTAL AREA	**53,752 SF**
NON RESIDENTIAL F.A.R.	**0.04**
RESIDENTIAL F.A.R.	**0.26**
TOTAL F.A.R.	**0.30**

FLOOR AREA DEFINITION PER PMC 17.16:
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FLOOR AREA RATIO DEFINTION PER PMC 17.16:
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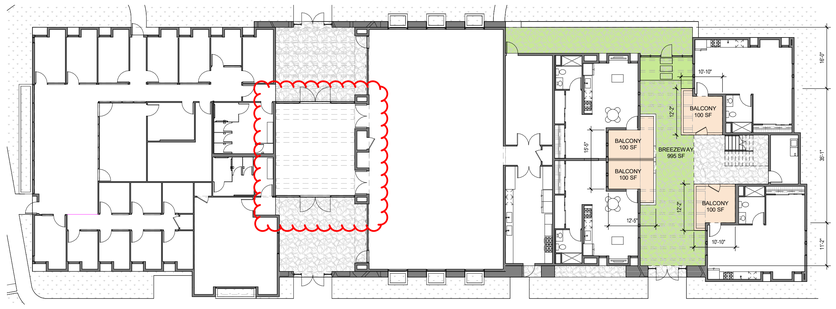
Together California

project no | 2207027 issue date | Aug 30, 2024

PROPOSED F.A.R. CALCULATIONS

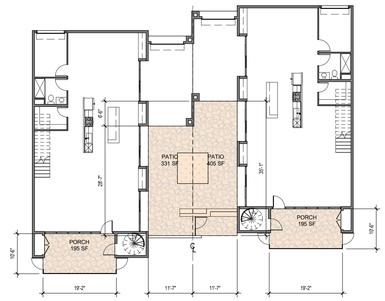
G-002

SCALE: As indicated



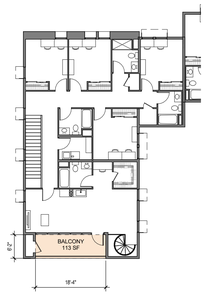
TOTAL COMMON OPEN SPACE @ STUDIOS (LEVEL 1): 995 SF
TOTAL PRIVATE OPEN SPACE @ STUDIOS (LEVEL 1):400 SF

COMMUNITY CENTER, OFFICES, & STUDIOS - LEVEL 1



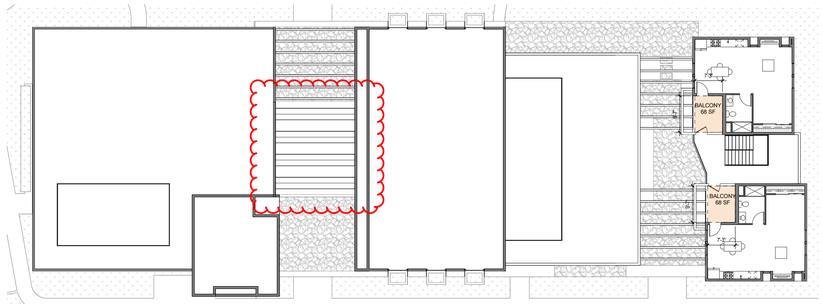
TOTAL PRIVATE OPEN SPACE @ 13 TYPICAL UNITS (LEVEL 1): 7,356 SF

TYPICAL UNIT - LEVEL 1



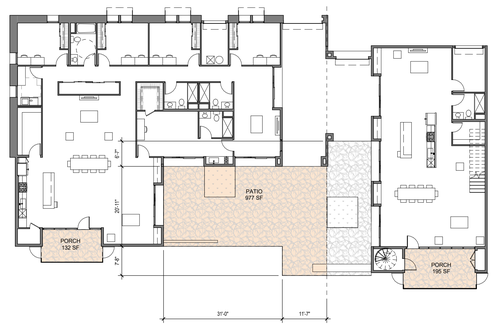
TOTAL PRIVATE OPEN SPACE @ 13 TYPICAL UNITS (LEVEL 2): 1,469 SF

TYPICAL UNIT - LEVEL 2



TOTAL PRIVATE OPEN SPACE @ STUDIOS (LEVEL 2): 136 SF

COMMUNITY CENTER, OFFICES, & STUDIOS - LEVEL 2



TOTAL PRIVATE OPEN SPACE @ MOBILITY UNIT (LEVEL 1): 1,109 SF

MOBILITY UNIT

KEY PLAN



LEGEND

COMMON OPEN SPACE

PRIVATE OPEN SPACE

SITE AREA:
TOTAL: 201,630 SF

OPEN SPACE: (44% OF THE SITE IS OPEN AREA)

COMMON OPEN SPACE 79,058 S.F.
PRIVATE OPEN SPACE 10,639 S.F.
TOTAL: 89,697 S.F.

BUILDABLE AREA:

NON-RESIDENTIAL AREA 7,653 S.F.
RESIDENTIAL AREA 53,637 S.F.
TOTAL: 61,290

TOTAL OPEN SPACE REQUIRED:
20 UNITS x 200 SF = **4,000 SF**

PRIVATE OPEN SPACE REQUIRED:
18 GROUND-LEVEL UNITS x 100 + 2 UPPER-LEVEL UNITS x 60 SF = **1,920 SF**

COMMON OPEN SPACE PROVIDED:

LOCATION	LEVEL	AREA	
BREEZEWAY (STUDIOS)	GROUND LEVEL	995 SF	
COMMON O.S. (TOWNHOMES)	GROUND LEVEL	64,664 SF	
COMMON O.S. (COMMUNITY CENTER)	GROUND LEVEL	13,399 SF	
TOTAL		**79,058 SF**	**88%**

PRIVATE OPEN SPACE PROVIDED:

BALCONIES (STUDIOS)	GROUND & 2ND	536 SF	
PATIOS & PORCHES (TOWNHOMES)	GROUND LEVEL	8,465 SF	
BALCONIES (TOWNHOMES)	2ND LEVEL	1,638 SF	
TOTAL		**10,639 SF**	**12%**
GRAND TOTAL OPEN SPACE		**89,697 SF**	**100%**

COMMON OPEN SPACE DEFINITION PER PMC 17.16:
Open space within a project owned, designed, and set aside for use by all occupants of the project or by occupants of a designated portion of the project. Common open space is not dedicated to the public and is owned and maintained by a private organization made up of the open space users. Common open space includes common recreation facilities, open landscaped areas, and greenbelts, but excludes pavement or driveway areas, or parkway landscaping within public right-of-way.

PRIVATE OPEN SPACE DEFINTION PER PMC 17.16:
Open space directly adjoining the unit or building which is intended for the private enjoyment of the occupants of the unit or building. Private open space shall in some manner be defined such that its boundaries are evident. Private open space includes private patios or balconies and front, rear, or side yards on a lot designed for single family detached or attached housing.

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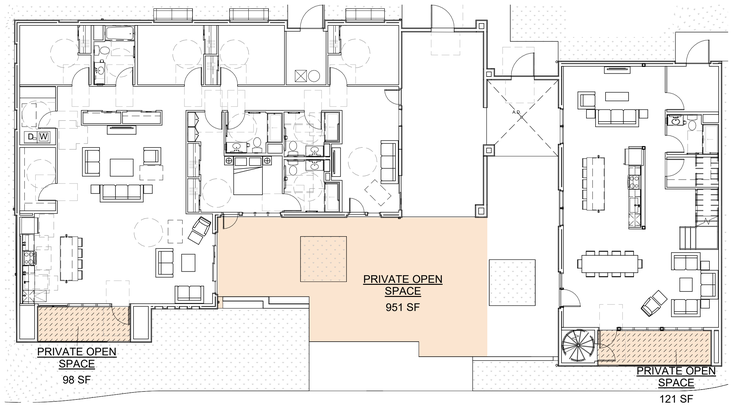
Together California

project no | 2207027 issue date | Aug 30, 2024

ENTITLEMENT OPEN SPACE CALCULATIONS

G- 003

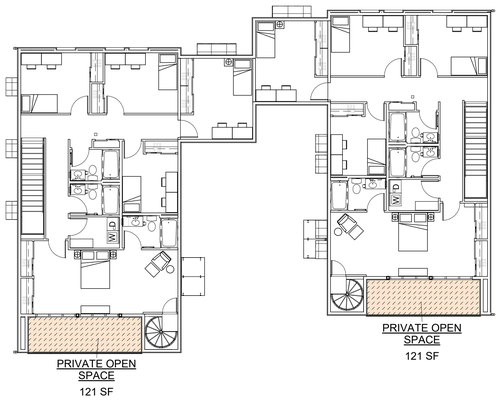
SCALE:



LEVEL 1 MOBILITY- OPEN SPACE

SCALE: 3/32" = 1'-0"

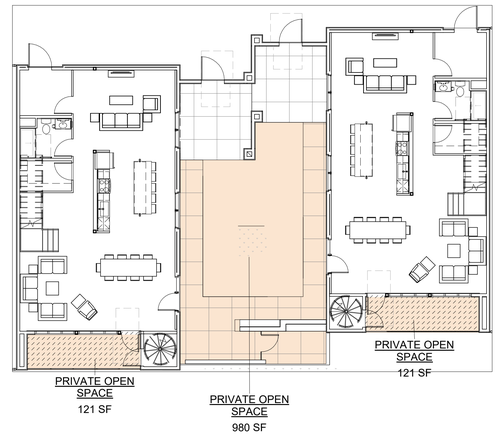
5 G-003



LEVEL 2 OPEN SPACE

SCALE: 3/32" = 1'-0"

4 G-003

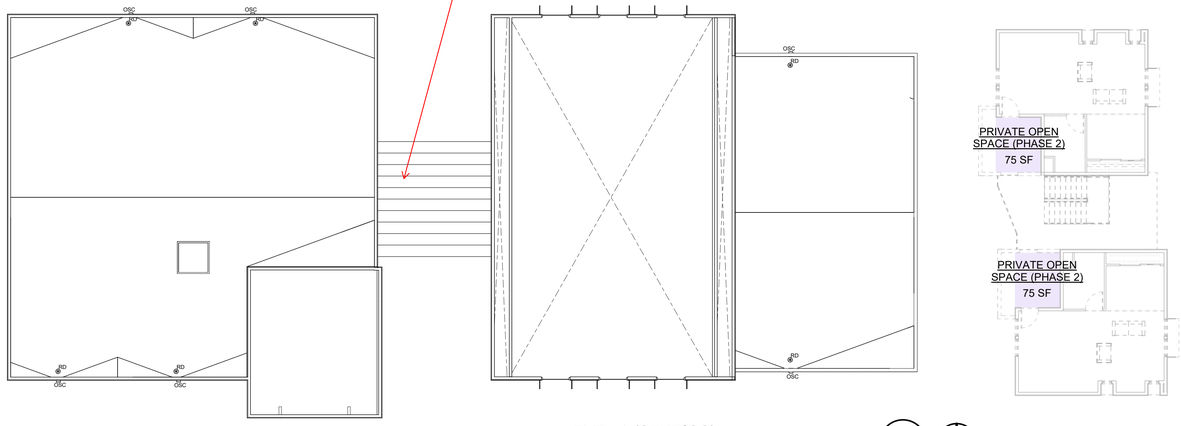


LEVEL 1 OPEN SPACE

SCALE: 3/32" = 1'-0"

3 G-003

22. Expand exterior courtyard area with trellis above for shading.

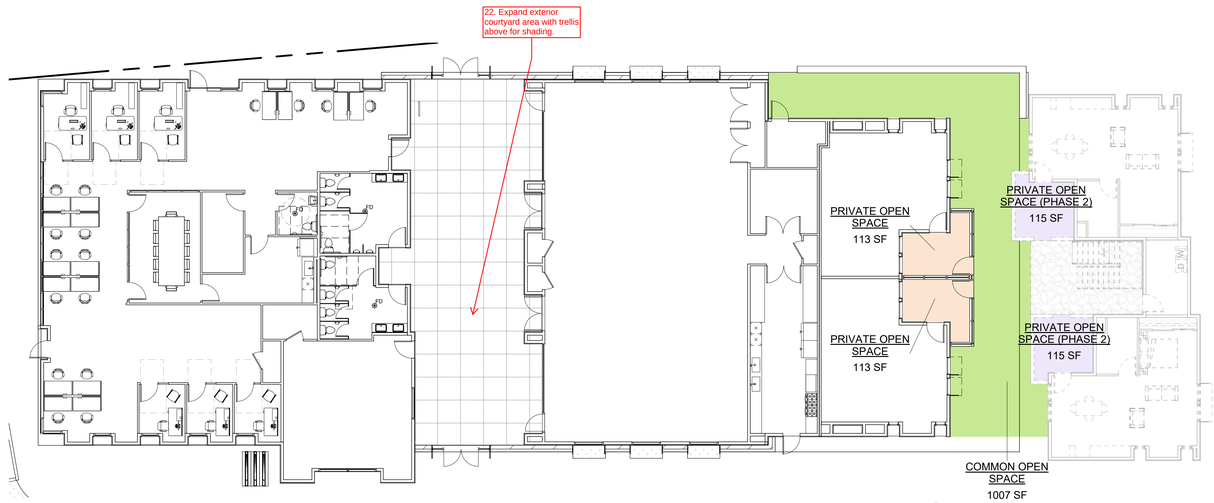


LEVEL 2 (STUDIOS)

SCALE: 3/32" = 1'-0"

2 G-003

22. Expand exterior courtyard area with trellis above for shading.

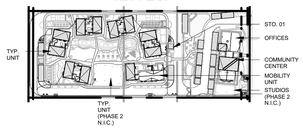


LEVEL 1 (COMMUNITY CENTER)

SCALE: 3/32" = 1'-0"

1 G-003

KEY PLAN



LEGEND

- COMMON OPEN SPACE
- PRIVATE OPEN SPACE
- PRIVATE OPEN SPACE (PHASE 2)

9. Project information square footage updated.

SITE AREA:
TOTAL: 201,630 SF

OPEN SPACE: (44% OF THE SITE IS OPEN AREA)

COMMON OPEN SPACE 74,466 S.F.
PRIVATE OPEN SPACE 10,702 S.F.
TOTAL: 85,168 S.F.

BUILDABLE AREA:

NON-RESIDENTIAL AREA 7,098 S.F.
RESIDENTIAL AREA 46,653 S.F.
TOTAL: 53,751

TOTAL OPEN SPACE REQUIRED:
20 UNITS x 200 SF = **4,000 SF**

PRIVATE OPEN SPACE REQUIRED:
18 GROUND-LEVEL UNITS x 100 + 2 UPPER-LEVEL UNITS x 60 SF = **1,920 SF**

COMMON OPEN SPACE		
Comments	ACM Element Description	Area
BREEZWAY STUDIOS	GROUND LEVEL	1007 SF
COMMON O.S. GROUND LEVEL	GROUND LEVEL	11699 SF
COMMON O.S. TOWNHOMES	GROUND LEVEL	61675 SF
		74381 SF 87%

PRIVATE OPEN SPACE		
Comments	ACM Element Description	Area
BALCONIES (STUDIOS)	GROUND LEVEL	226 SF
BALCONIES (STUDIOS-PHASE 2)	2ND LEVEL	149 SF
BALCONIES (TOWNHOMES - PHASE 2)	2ND LEVEL	242 SF
BALCONIES (TOWNHOMES)	2ND LEVEL	1331 SF
PATIO (MOBILITY)	GROUND LEVEL	98 SF
PATIOS (STUDIOS-PHASE 2)	GROUND LEVEL	231 SF
PATIOS (TOWNHOMES - PHASE 2)	GROUND LEVEL	242 SF
PATIOS (TOWNHOMES)	GROUND LEVEL	1331 SF
PORCH (MOBILITY)	GROUND LEVEL	951 SF
PORCH (TOWNHOMES - PHASE 2)	GROUND LEVEL	980 SF
PORCH (TOWNHOMES)	GROUND LEVEL	4901 SF
		10682 SF 13%

GRAND TOTAL OPEN SPACE **85,063 SF 100%**

PRIVATE OPEN SPACE PER PHASE
PHASE 1 8,838 SF
PHASE 2 1,844 SF

COMMON OPEN SPACE DEFINITION PER PMC 17.16:
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project no | 2207027 issue date | Aug 30, 2024

PROPOSED OPEN SPACE CALCULATIONS

G-003

SCALE: As indicated



TOWNHOMES

KEY PLAN



LEGEND

- COMMON OPEN SPACE
- PRIVATE OPEN SPACE

SITE AREA:
TOTAL: 201,630 SF

OPEN SPACE: (44% OF THE SITE IS OPEN AREA)

COMMON OPEN SPACE 79,058 S.F.
PRIVATE OPEN SPACE 10,639 S.F.
TOTAL: 89,697 S.F.

BUILDABLE AREA:

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COMMON OPEN SPACE PROVIDED:

LOCATION	LEVEL	AREA	
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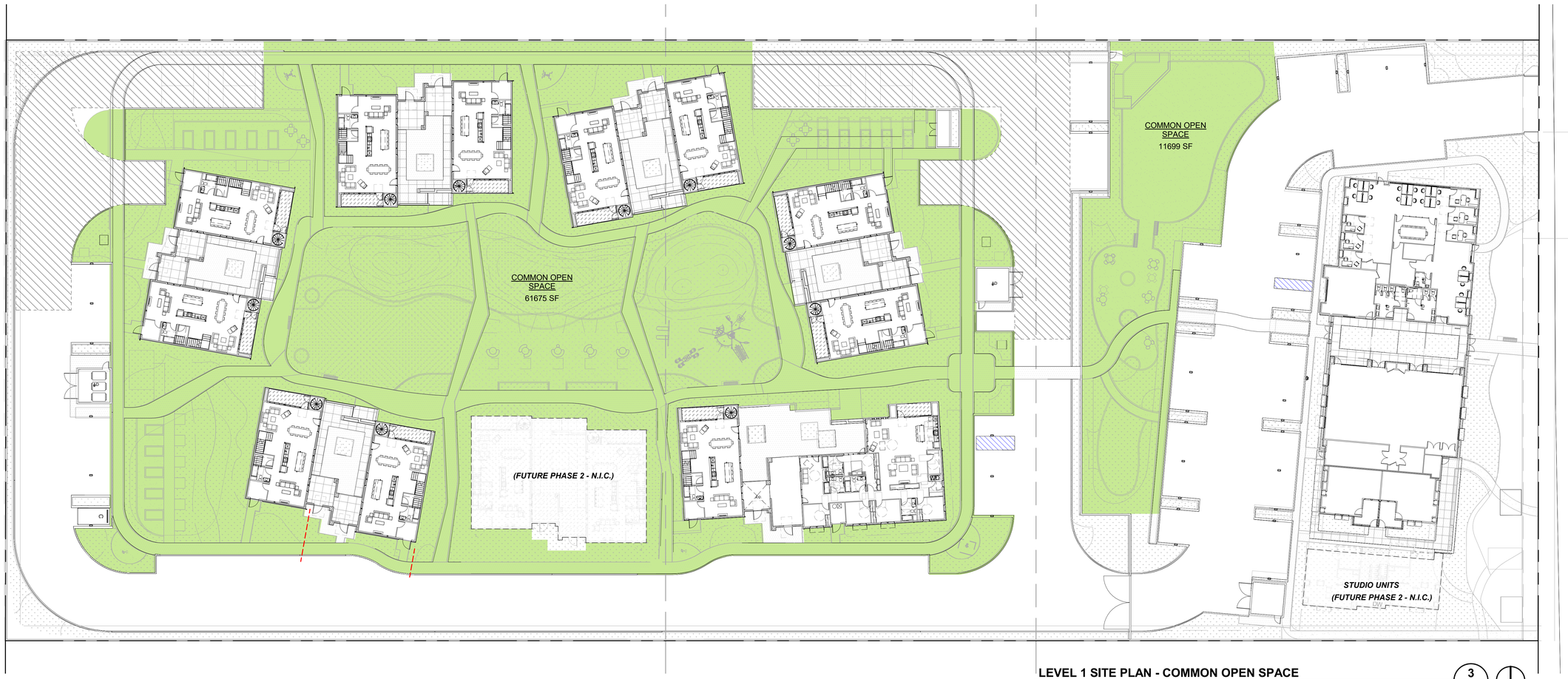
Together California

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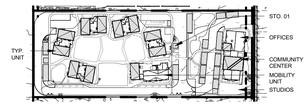
ENTITLEMENT OPEN SPACE CALCULATIONS

G- 004

SCALE:



KEY PLAN



LEGEND

- COMMON OPEN SPACE
- PRIVATE OPEN SPACE
- PRIVATE OPEN SPACE (PHASE 2)

9. Project information square footage updated.

SITE AREA:
TOTAL: 201,630 SF

OPEN SPACE: (44% OF THE SITE IS OPEN AREA)

COMMON OPEN SPACE 74,466 S.F.
PRIVATE OPEN SPACE 10,702 S.F.
TOTAL: 85,168 S.F.

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COMMON OPEN SPACE

Comments	ACM Element Description	Area
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PRIVATE OPEN SPACE

Comments	ACM Element Description	Area
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GRAND TOTAL OPEN SPACE **85,063 SF 100%**

PRIVATE OPEN SPACE PER PHASE
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COMMON OPEN SPACE DEFINITION PER PMC 17.16:
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LEVEL 1 SITE PLAN - COMMON OPEN SPACE
SCALE: 3/64" = 1'-0"

3
G-004

ACMARTIN

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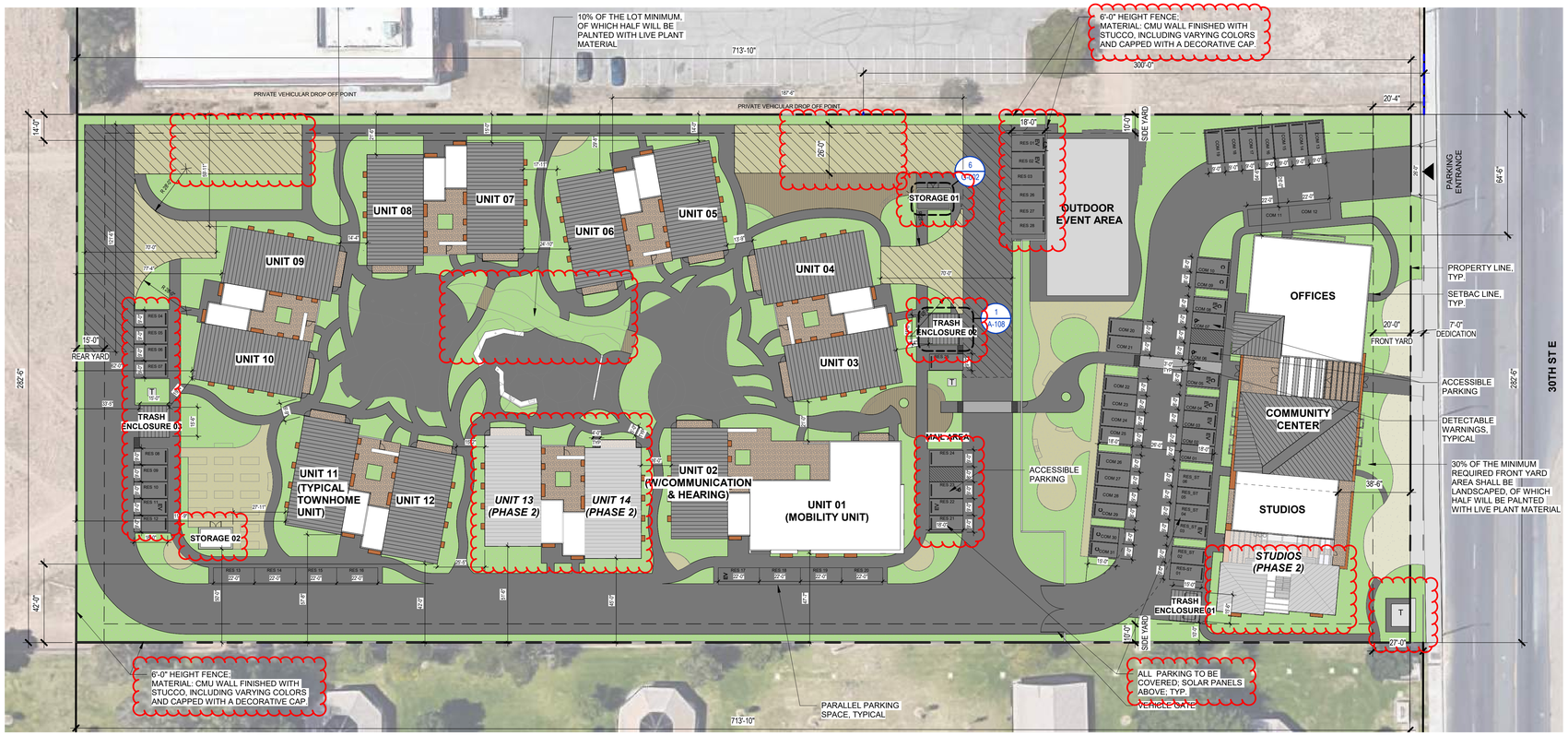
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PROPOSED OPEN SPACE CALCULATIONS

G-004

SCALE: As indicated



ENTITLEMENT SITE PLAN

SCALE: 1" = 30'-0"

1 / A- 100

ACMARTIN

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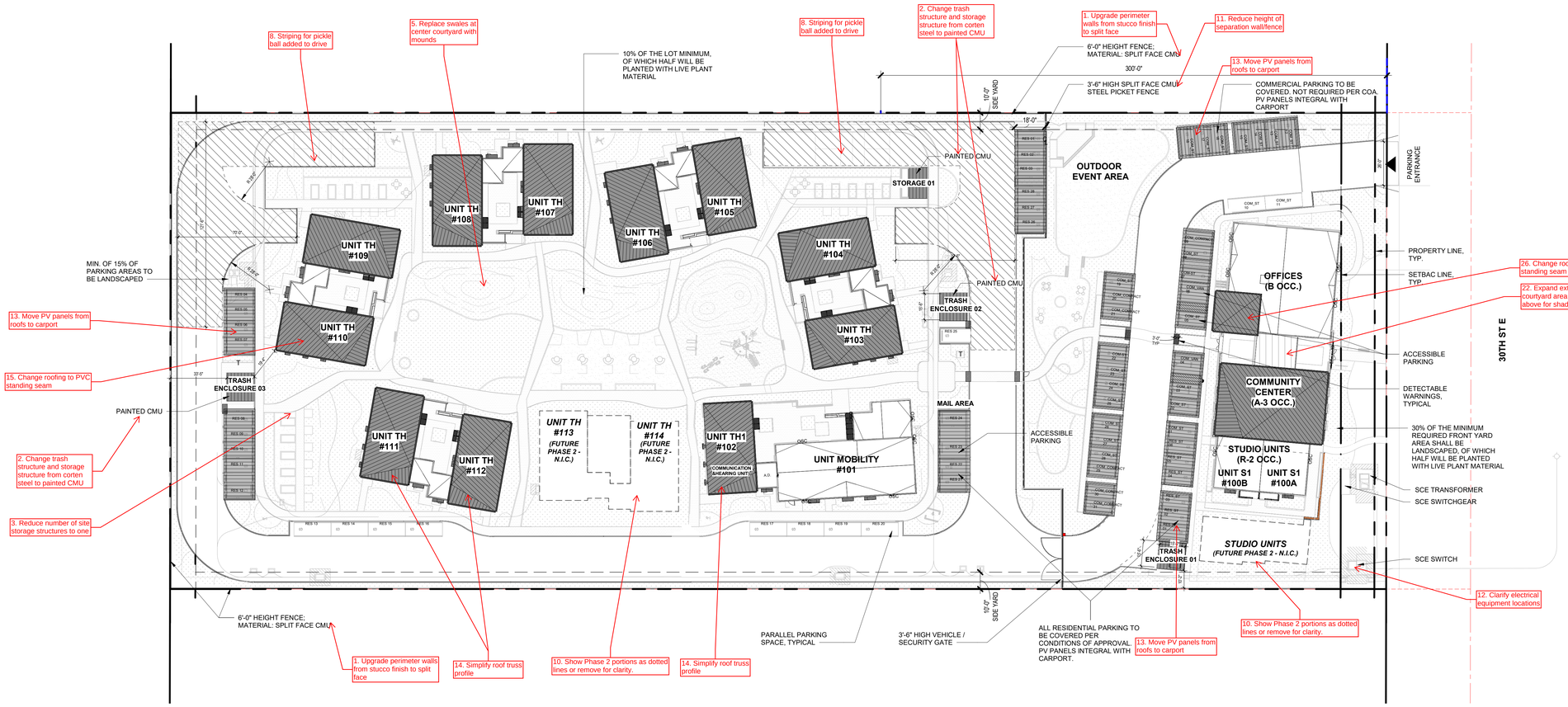
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project no | 2207027 issue date | Aug 30, 2024

ENTITLEMENT SITE PLAN

A - 100

SCALE:



PROPOSED SITE PLAN

SCALE: 1" = 30'-0"

1 / A- 100

ACMARTIN

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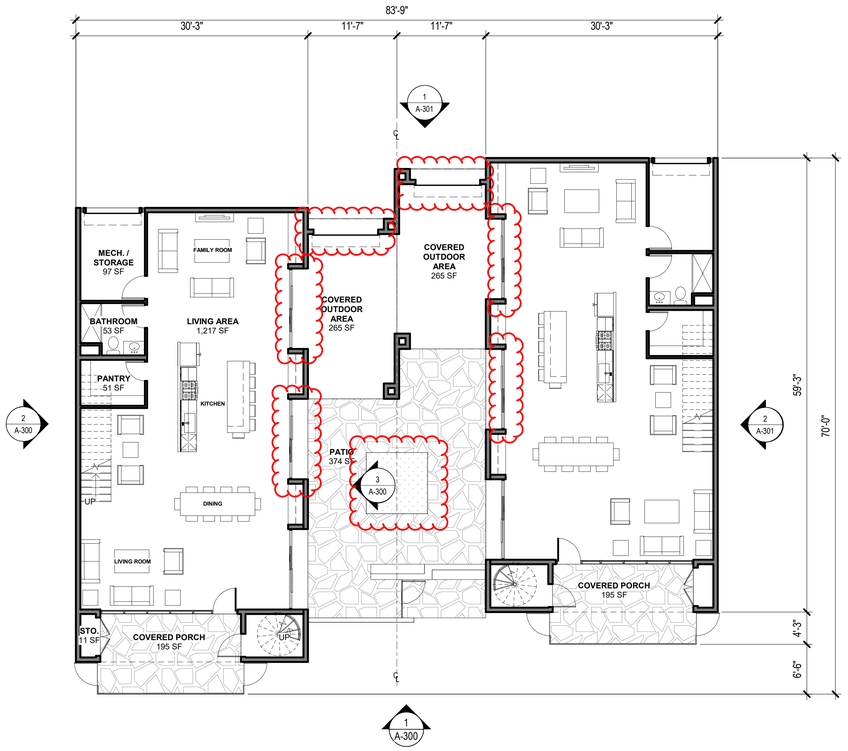
Together California

project no | 2207027 issue date | Aug 30, 2024

SITE PLAN

A- 100

SCALE: 1" = 30'-0"



ENTITLEMENT TYPICAL UNIT PLAN - LEVEL 1

SCALE: 1/8" = 1'-0"

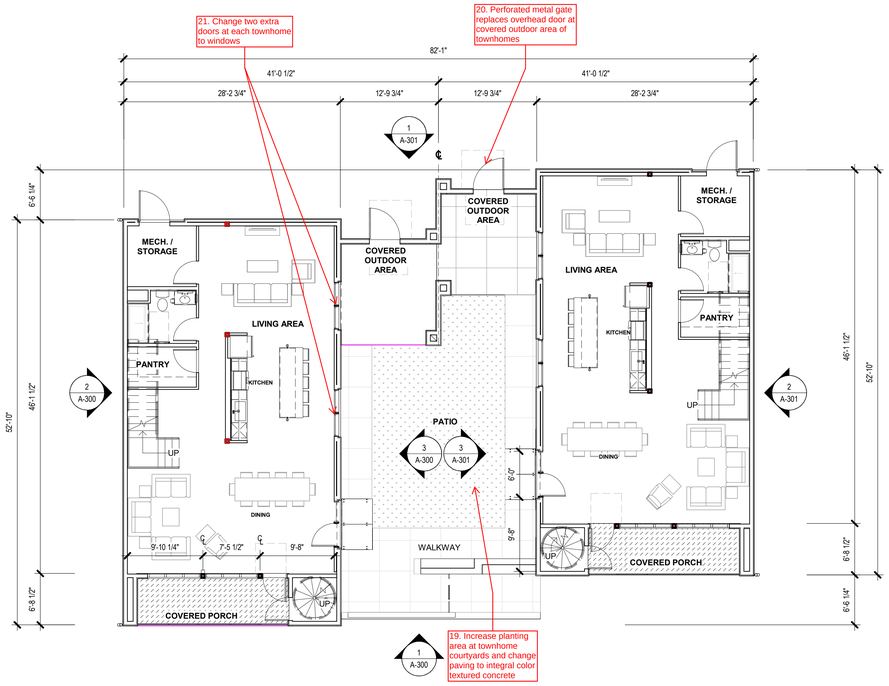
1 A-101



ENTITLEMENT TYPICAL UNIT PLAN - LEVEL 2

SCALE: 1/8" = 1'-0"

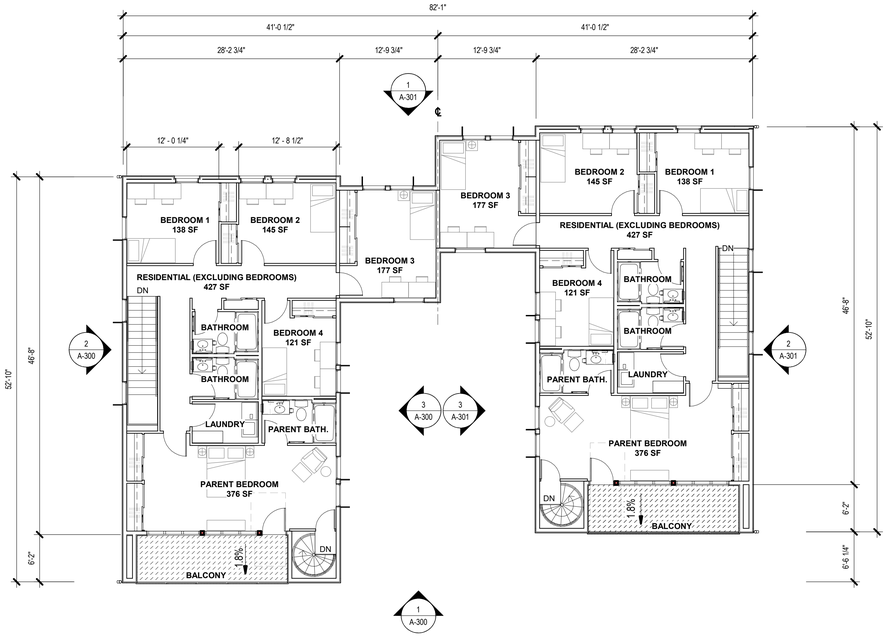
2 A-101



PROPOSED TYPICAL UNIT PLAN - LEVEL 1

SCALE: 1/8" = 1'-0"

1 A- 101



PROPOSED TYPICAL UNIT PLAN - LEVEL 2

SCALE: 1/8" = 1'-0"

2 A- 101

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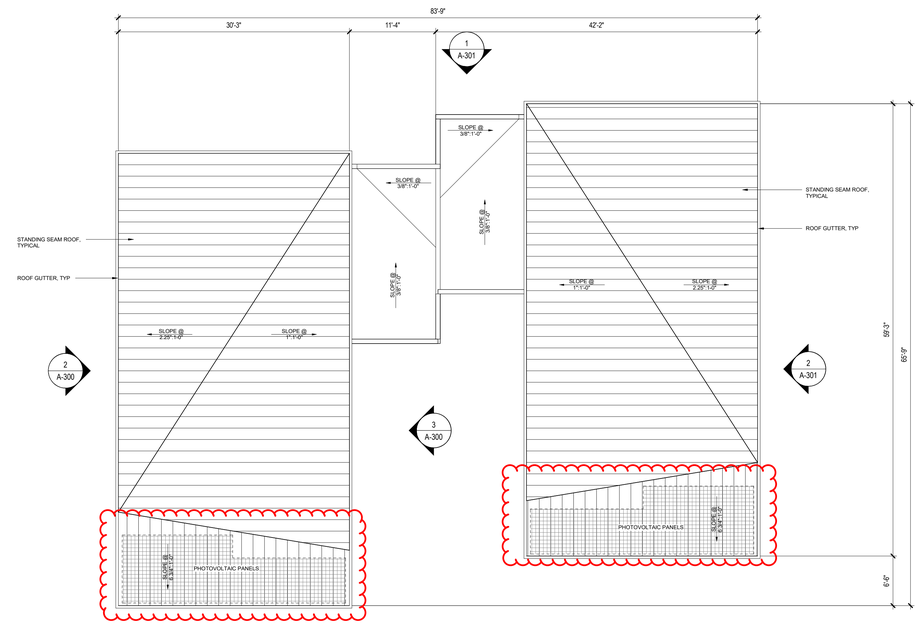
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project no | 2207027 issue date | Aug 30, 2024

TOWNHOME FLOOR PLANS

A- 101

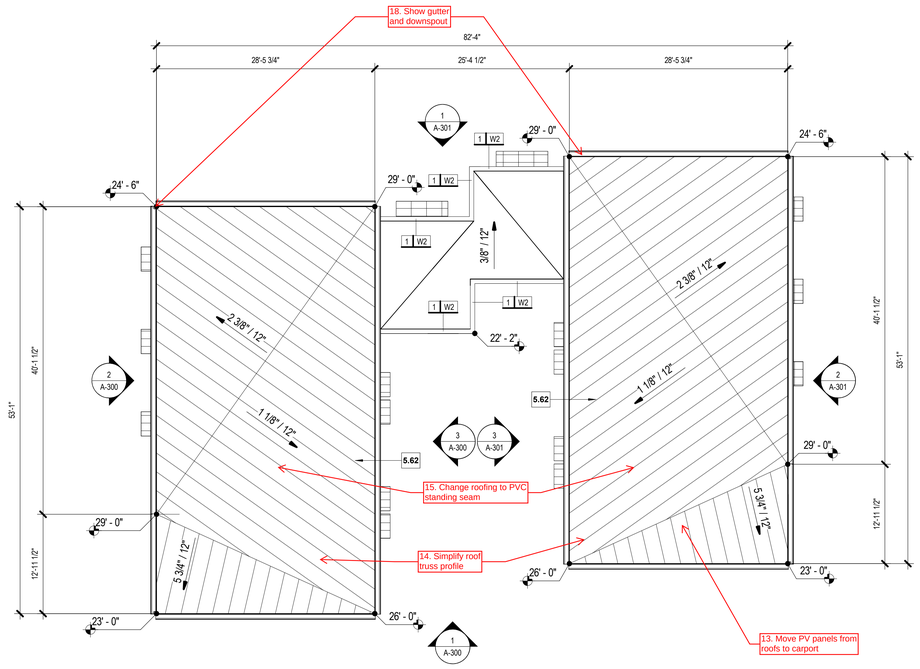
SCALE: 1/8" = 1'-0"



ENTITLEMENT TYPICAL UNIT - ROOF LEVEL

SCALE: 1/8" = 1'-0"

1
A- 102



PROPOSED TYPICAL UNIT - ROOF LEVEL

SCALE: 1/8" = 1'-0"

1
A- 102

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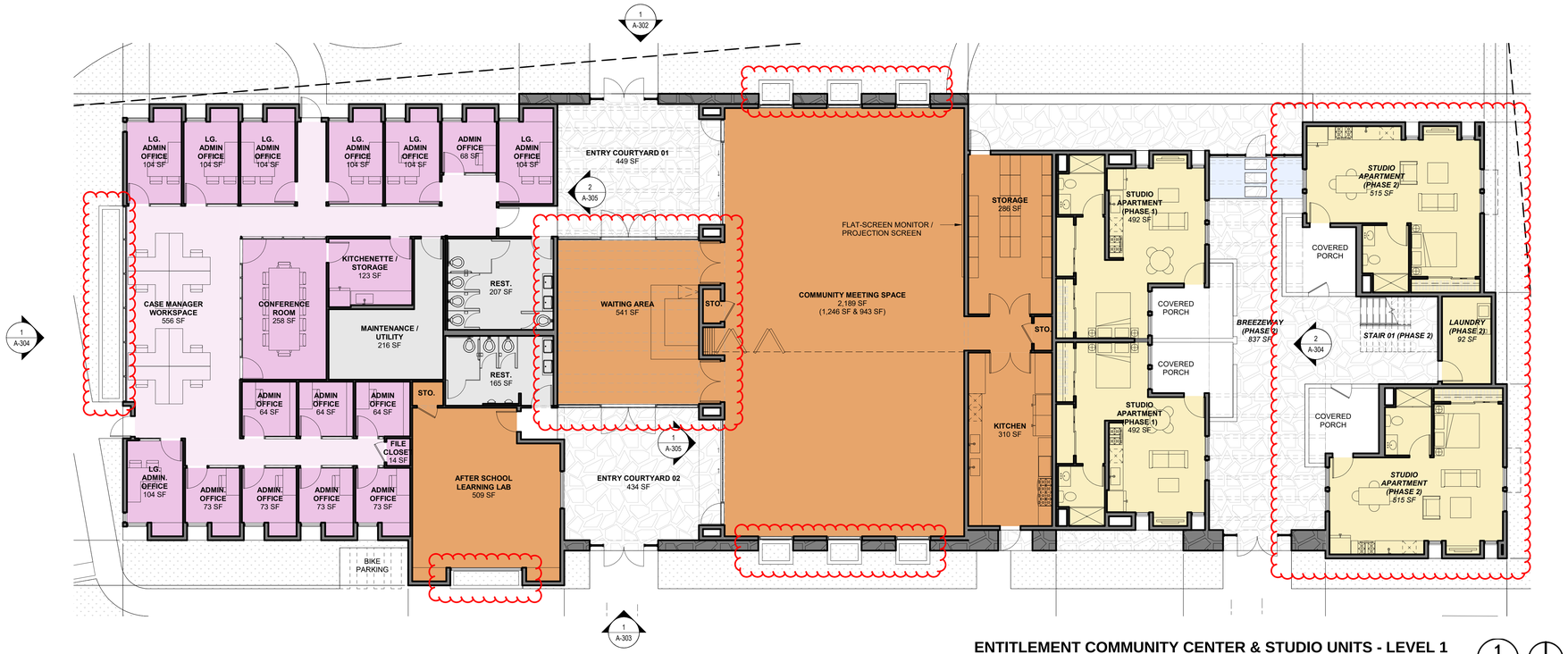
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TYPICAL UNIT ROOF PLANS

A- 102

SCALE: 1/8" = 1'-0"



ENTITLEMENT COMMUNITY CENTER & STUDIO UNITS - LEVEL 1

SCALE: 1/8" = 1'-0"

1 A- 105

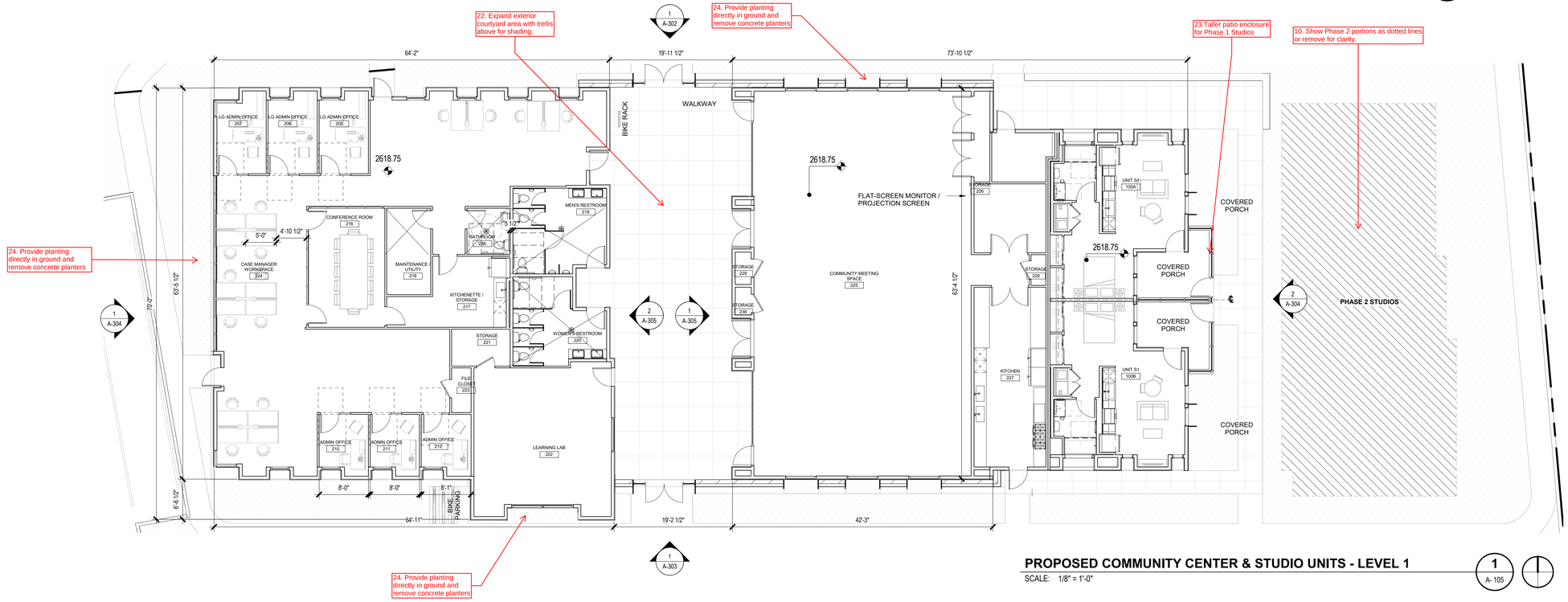
22. Expand exterior courtyard area with trellis above for shading.

24. Provide planting directly in ground and remove concrete planters

23.Taller patio enclosure for Phase 1 Studios

10. Show Phase 2 portions as dotted lines or remove for clarity.

24. Provide planting directly in ground and remove concrete planters



PROPOSED COMMUNITY CENTER & STUDIO UNITS - LEVEL 1

SCALE: 1/8" = 1'-0"

1 A- 105

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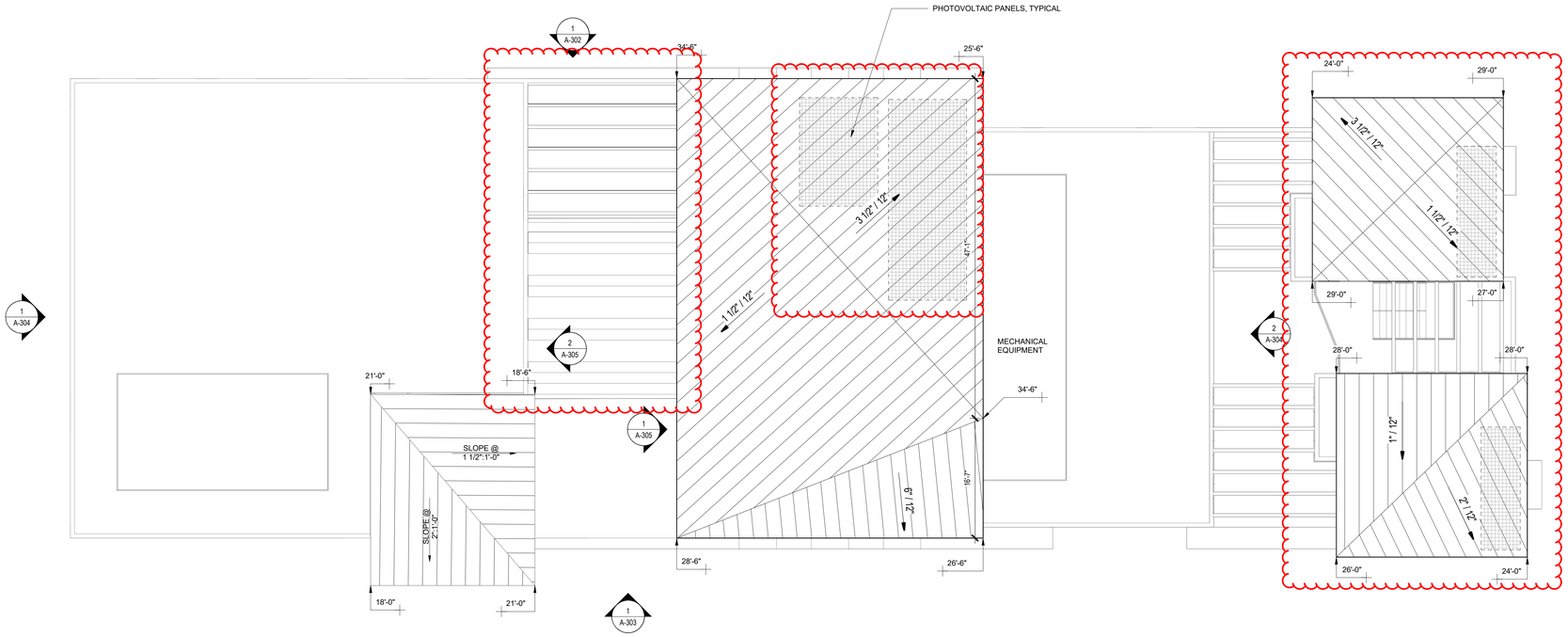
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COMMUNITY CENTER FLOOR PLAN

A- 105

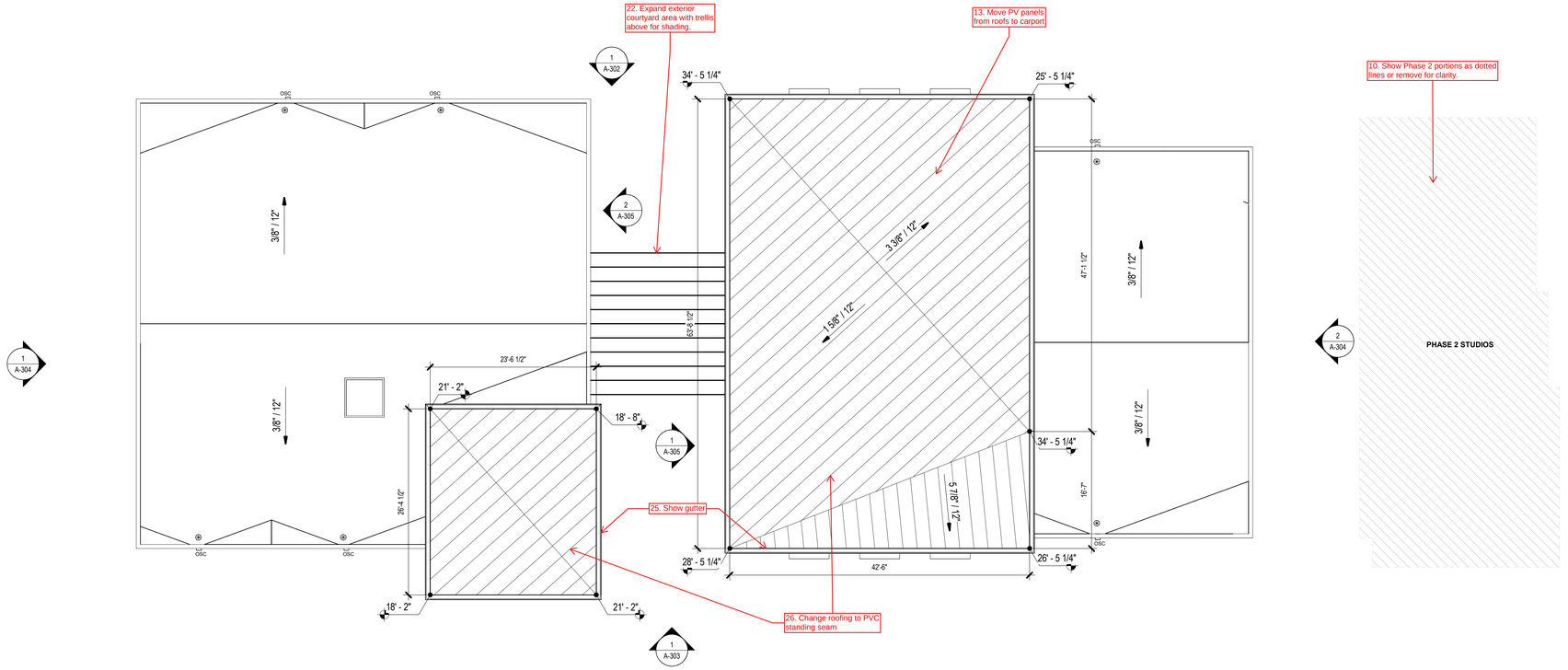
SCALE: 1/8" = 1'-0"



ENTITLEMENT COMMUNITY CENTER & STUDIOS - ROOF LEVEL

SCALE: 1/8" = 1'-0"

1 A- 106



PROPOSED COMMUNITY CENTER & STUDIOS- ROOF LEVEL

SCALE: 1/8" = 1'-0"

1 A- 106

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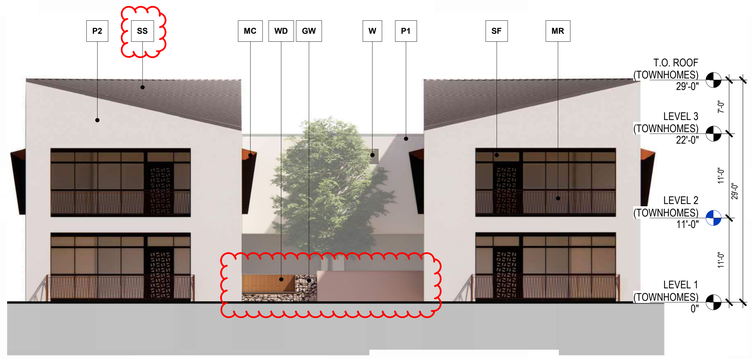
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COMMUNITY CENTER ROOF PLAN

A- 106

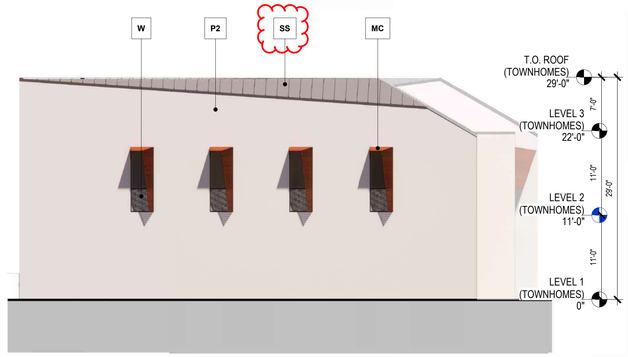
SCALE: 1/8" = 1'-0"



ENTITLEMENT ELEVATION - FRONT (TYPICAL UNIT)

SCALE: N.T.S.

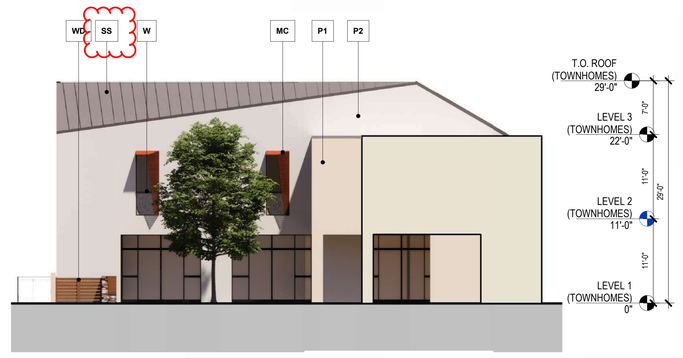
1 A- 300



ENTITLEMENT ELEVATION - SIDE (TYPICAL UNIT)

SCALE: 1/8" = 1'-0"

2 A- 300



ENTITLEMENT ELEVATION - COURTYARD (TYPICAL UNIT)

SCALE: 1/8" = 1'-0"

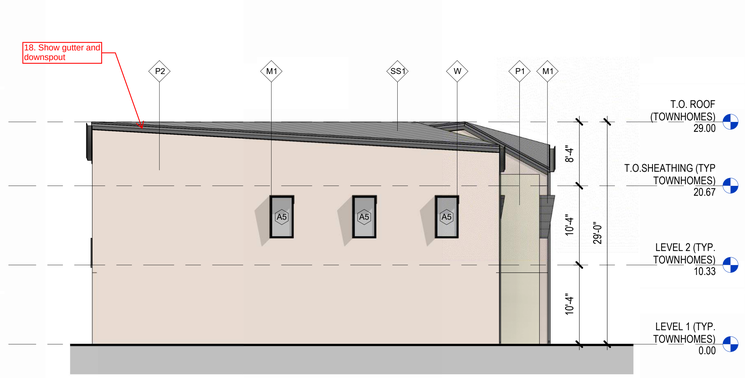
3 A- 300



PROPOSED ELEVATION - FRONT (TYPICAL UNIT)

SCALE: 1/8" = 1'-0"

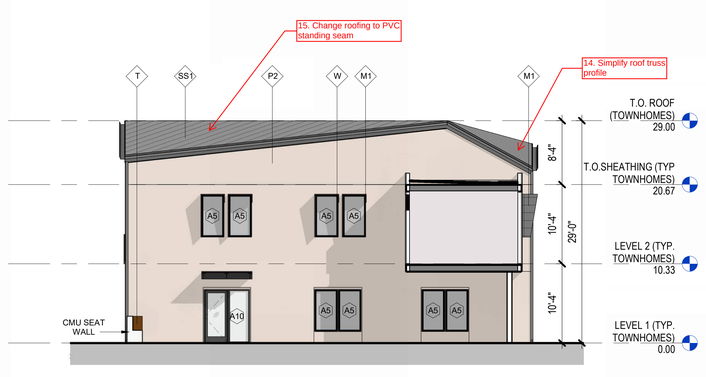
1 A- 300



PROPOSED ELEVATION - SIDE (TYPICAL UNIT)

SCALE: 1/8" = 1'-0"

2 A- 300



PROPOSED ELEVATION - COURTYARD (TYPICAL UNIT)

SCALE: 1/8" = 1'-0"

3 A- 300

MATERIAL SCHEDULE

◊ MARK	BUILDING COMPONENT
BC	BURNISHED CMU, WHITE, STACKED BOND, RAKED JOINTS
C1	CONCRETE PLANTER WALL
C2	CONCRETE BLOCK
M1	PERFORATED METAL SUNSHADE
M2	PERFORATED METAL WALLSCREEN
M3	METAL WINDOW FIN
M.3	METAL PANEL CANOPY
P1	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - CHASTE WHITE
P2	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - MOONSHINE
P3	PAINTED MURAL WALL
P7	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - DRAK GREY
SF	VISION WALL ALUMINUM STOREFRONT
SS1	STANDING SEAM - ROOF
SW	STONE VENEER WALL
T	TRESPA PLANK, ENGLISH CHERRY
W	WINDOW VINYL FRAME

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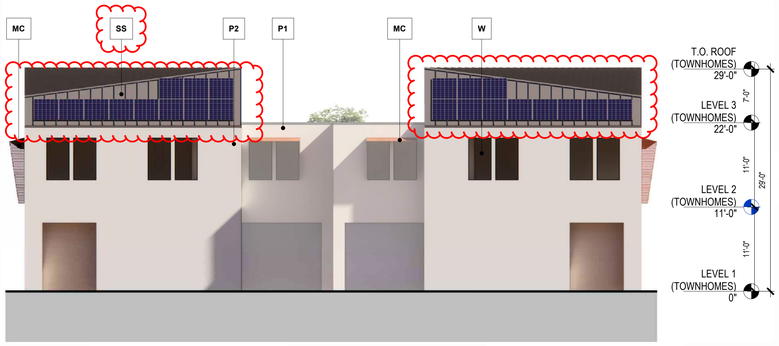
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TOWNHOME ELEVATIONS

A- 300

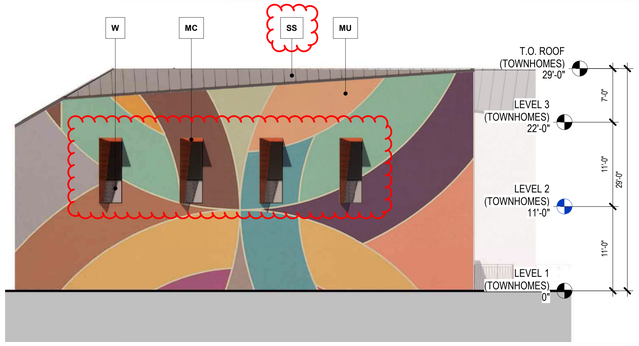
SCALE: 1/8" = 1'-0"



ENTITLEMENT ELEVATION - REAR (TYPICAL UNIT)

SCALE: 1/8" = 1'-0"

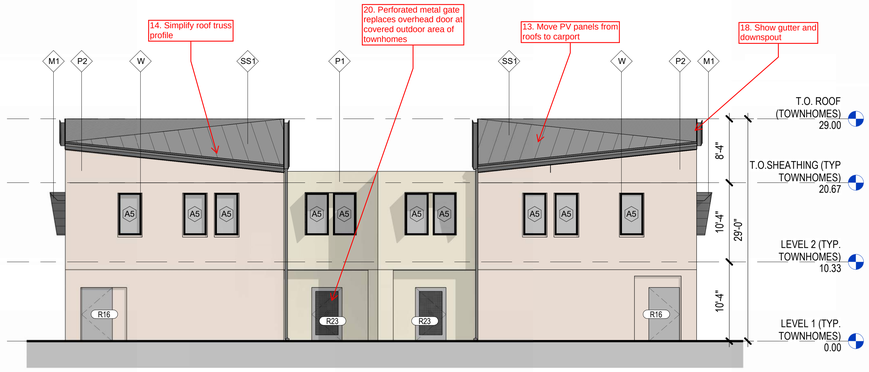
1 / A- 301



ENTITLEMENT ELEVATION - SIDE (TYPICAL UNIT)

SCALE: 1/8" = 1'-0"

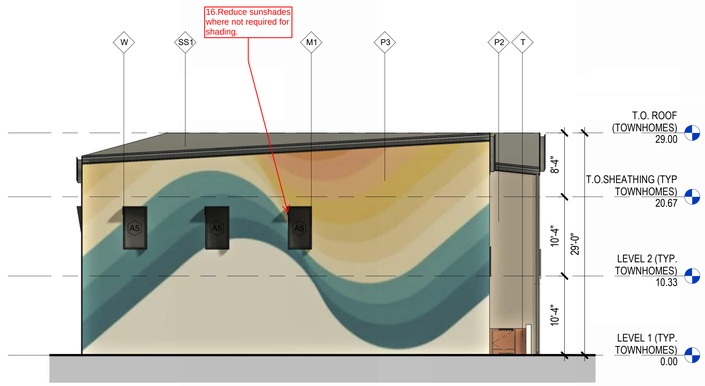
2 / A- 301



PROPOSED ELEVATION - REAR (TYPICAL UNIT)

SCALE: 1/8" = 1'-0"

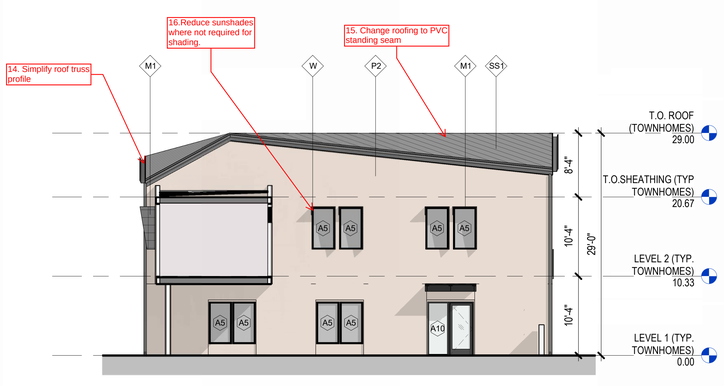
1 / A- 301



PROPOSED ELEVATION- SIDE (TYPICAL UNIT)

SCALE: 1/8" = 1'-0"

2 / A- 301



PROPOSED ELEVATION - COURTYARD (TYPICAL UNIT)

SCALE: 1/8" = 1'-0"

3 / A- 301

MATERIAL SCHEDULE

◊ MARK	BUILDING COMPONENT
BC	BURNISHED CMU, WHITE, STACKED BOND, RAKED JOINTS
C1	CONCRETE PLANTER WALL
C2	CONCRETE BLOCK
M1	PERFORATED METAL SUNSHADE
M2	PERFORATED METAL WALLSCREEN
M3	METAL WINDOW FIN
M.3	METAL PANEL CANOPY
P1	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - CHASTE WHITE
P2	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - MOONSHINE
P3	PAINTED MURAL WALL
P7	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - DRAK GREY
SF	VISION WALL ALUMINUM STOREFRONT
SS1	STANDING SEAM - ROOF
SW	STONE VENEER WALL
T	TRESPA PLANK, ENGLISH CHERRY
W	WINDOW VINYL FRAME

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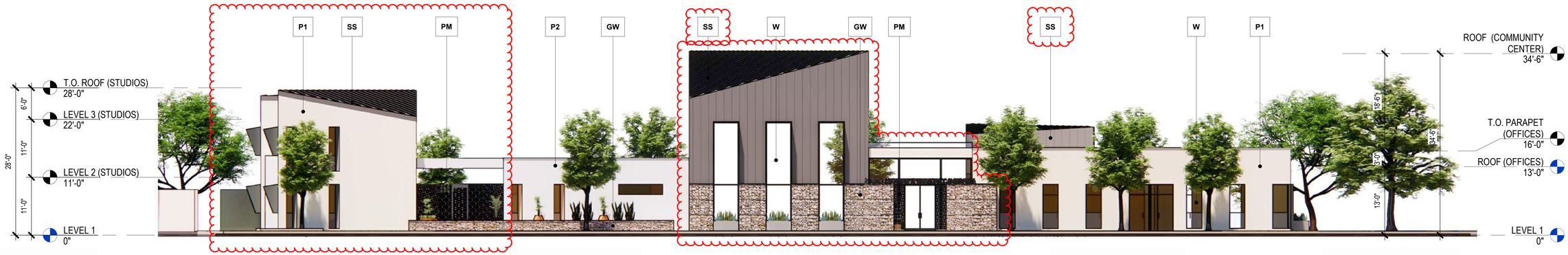
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TOWNHOME ELEVATIONS

A- 301

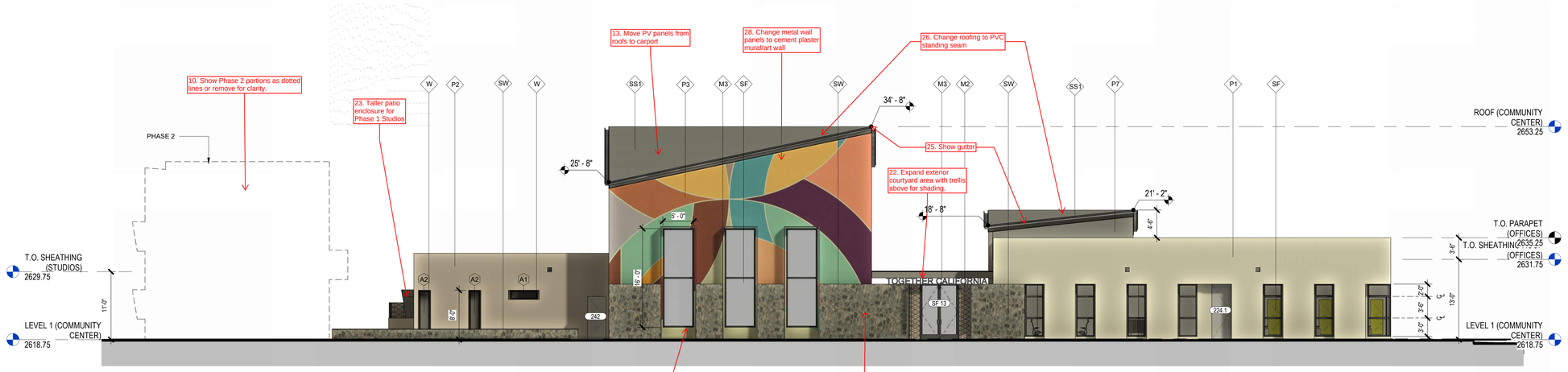
SCALE: 1/8" = 1'-0"



ENTITLEMENT ELEVATION - COMMUNITY CENTER - EAST

SCALE: 1/8" = 1'-0"

1
A- 302



PROPOSED ELEVATION - COMMUNITY CENTER - EAST

SCALE: 1/8" = 1'-0"

1
A- 302



ENTITLEMENT GABION WALL

27. Change gabion wall to stone veneer



PROPOSED STONE VENEER

MATERIAL SCHEDULE

◊ MARK	BUILDING COMPONENT
BC	BURNISHED CMU, WHITE, STACKED BOND, RAKED JOINTS
C1	CONCRETE PLANTER WALL
C2	CONCRETE BLOCK
M1	PERFORATED METAL SUNSHADE
M2	PERFORATED METAL WALLSCREEN
M3	METAL WINDOW FIN
M.3	METAL PANEL CANOPY
P1	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - CHASTE WHITE
P2	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - MOONSHINE
P3	PAINTED MURAL WALL
P7	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - DRAK GREY
SF	VISION WALL ALUMINUM STOREFRONT
SS1	STANDING SEAM - ROOF
SW	STONE VENEER WALL
T	TRESPA PLANK, ENGLISH CHERRY
W	WINDOW VINYL FRAME

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COMMUNITY CENTER ELEVATIONS

A- 302

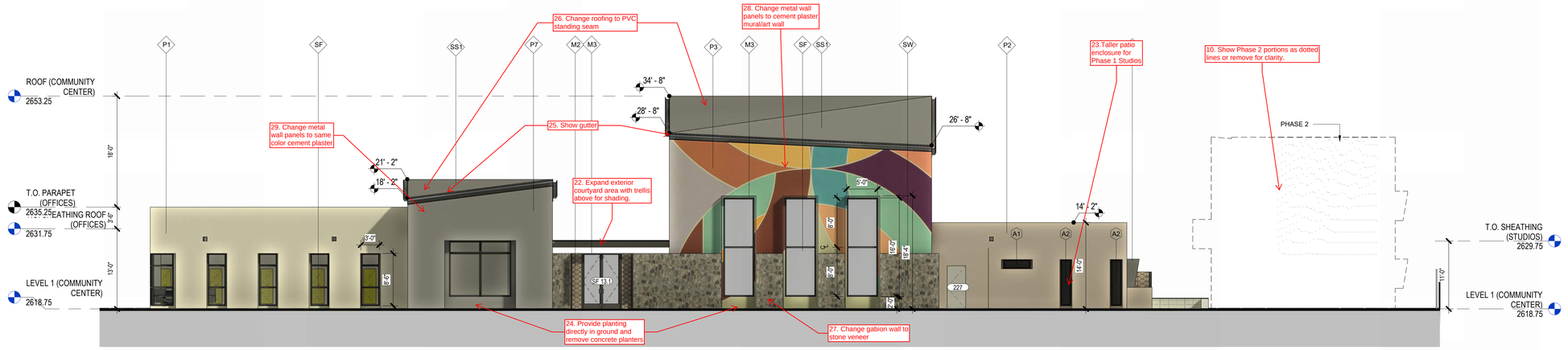
SCALE: As indicated



ENTITLEMENT ELEVATION - COMMUNITY CENTER -WEST

SCALE: 1/8" = 1'-0"

1 / A- 303



PROPOSED ELEVATION - COMMUNITY CENTER - WEST

SCALE: 1/8" = 1'-0"

1 / A- 303



ENTITLEMENT STANDING SEAM METAL ROOF

15. & 26. Change roofing to PVC standing seam



PROPOSED PVC SINGLE PLY STANDING SEAM LOOK

MATERIAL SCHEDULE

◊ MARK	BUILDING COMPONENT
BC	BURNISHED CMU, WHITE, STACKED BOND, RAKED JOINTS
C1	CONCRETE PLANTER WALL
C2	CONCRETE BLOCK
M1	PERFORATED METAL SUNSHADE
M2	PERFORATED METAL WALLSCREEN
M3	METAL WINDOW FIN
M.3	METAL PANEL CANOPY
P1	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - CHASTE WHITE
P2	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - MOONSHINE
P3	PAINTED MURAL WALL
P7	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - DRAK GREY
SF	VISION WALL ALUMINUM STOREFRONT
SS1	STANDING SEAM - ROOF
SW	STONE VENEER WALL
T	TRESPA PLANK, ENGLISH CHERRY
W	WINDOW VINYL FRAME

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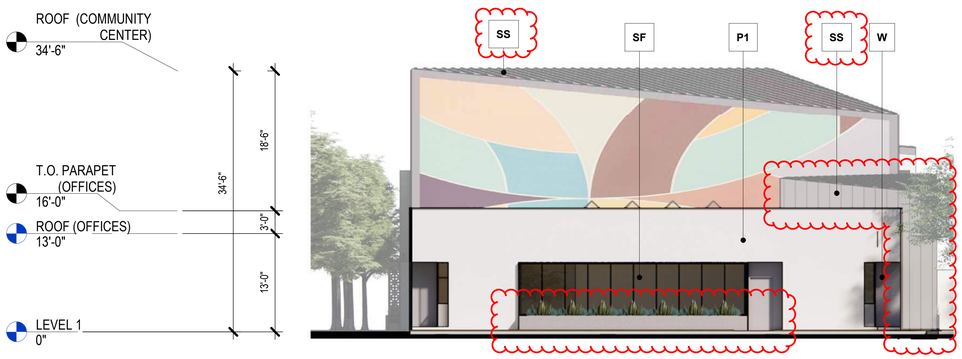
Together California

project no | 2207027 issue date | Aug 30, 2024

COMMUNITY CENTER ELEVATIONS

A- 303

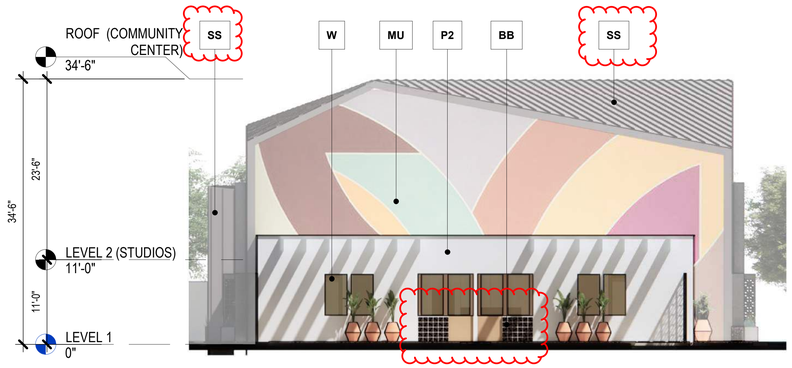
SCALE: 1/8" = 1'-0"



ENTITLEMENT ELEVATION - COMMUNITY CENTER - NORTH

SCALE: 1/8" = 1'-0"

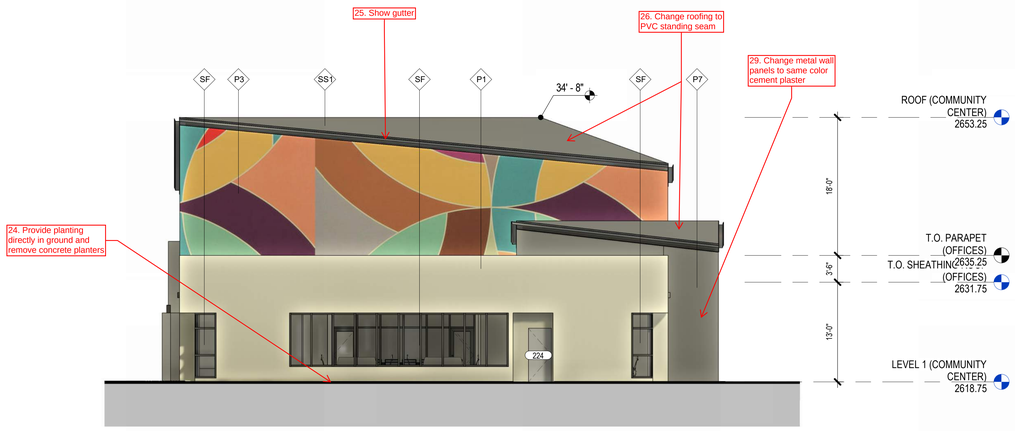
1 / A- 304



ENTITLEMENT ELEVATION - COMMUNITY CENTER - SOUTH

SCALE: 1/8" = 1'-0"

2 / A- 304



PROPOSED ELEVATION - COMMUNITY CENTER - NORTH

SCALE: 1/8" = 1'-0"

1 / A- 304



PROPOSED ELEVATION - COMMUNITY CENTER - SOUTH

SCALE: 1/8" = 1'-0"

2 / A- 304

MATERIAL SCHEDULE

◊ MARK	BUILDING COMPONENT
BC	BURNISHED CMU, WHITE, STACKED BOND, RAKED JOINTS
C1	CONCRETE PLANTER WALL
C2	CONCRETE BLOCK
M1	PERFORATED METAL SUNSHADE
M2	PERFORATED METAL WALLSCREEN
M3	METAL WINDOW FIN
M.3	METAL PANEL CANOPY
P1	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - CHASTE WHITE
P2	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - MOONSHINE
P3	PAINTED MURAL WALL
P7	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - DRAK GREY
SF	VISION WALL ALUMINUM STOREFRONT
SS1	STANDING SEAM - ROOF
SW	STONE VENEER WALL
T	TRESPA PLANK, ENGLISH CHERRY
W	WINDOW VINYL FRAME

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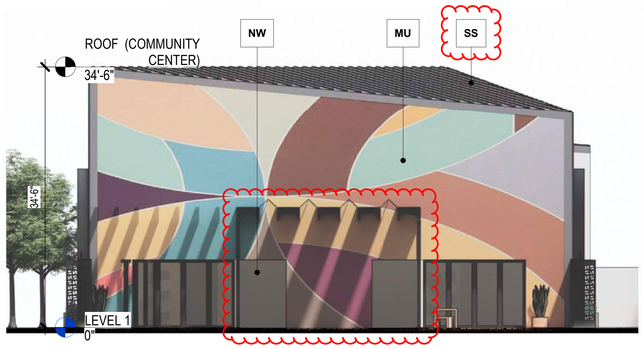
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COMMUNITY CENTER ELEVATIONS

A- 304

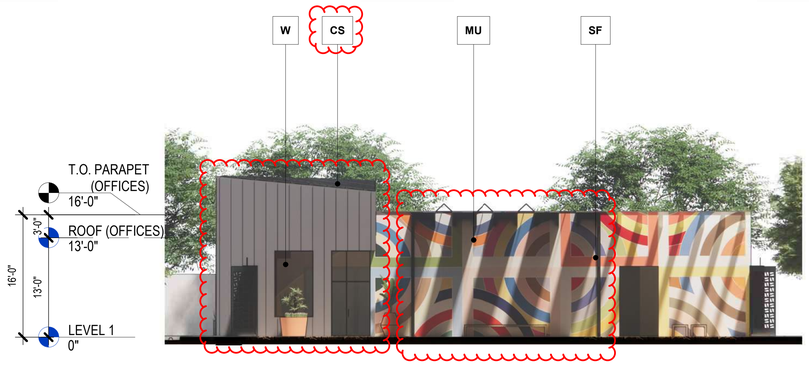
SCALE: 1/8" = 1'-0"



ENTITLEMENT ELEVATION - COMMUNITY CENTER - ENTRY COURTYARD - NORTH

SCALE: 1/8" = 1'-0"

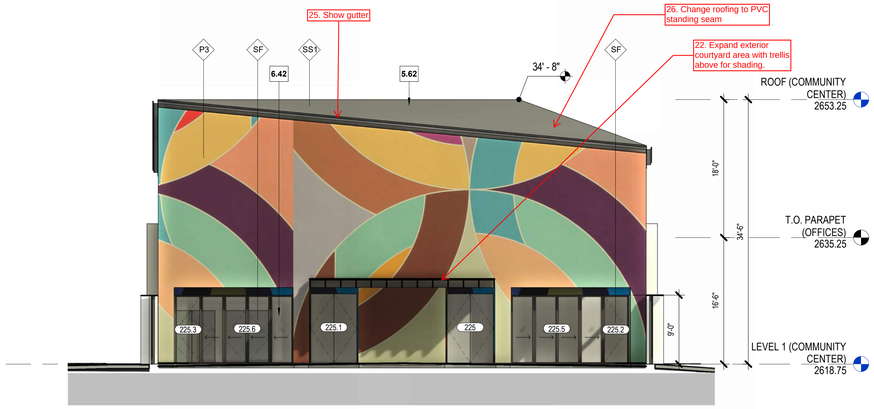
1 / A- 305



ENTITLEMENT ELEVATION - COMMUNITY CENTER - ENTRY COURTYARD - SOUTH

SCALE: 1/8" = 1'-0"

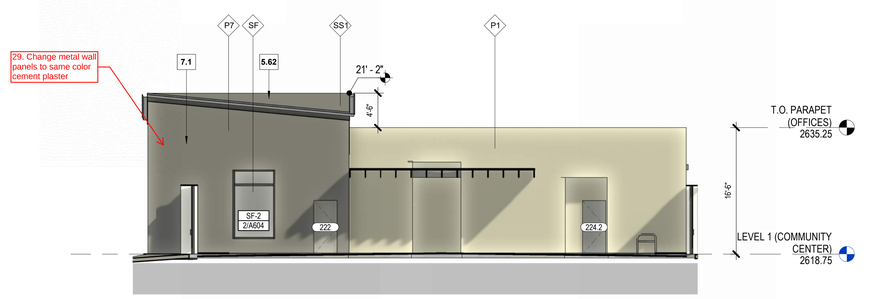
2 / A- 305



PROPOSED ELEVATION - COMMUNITY CENTER - ENTRY COURTYARDS - NORTH

SCALE: 1/8" = 1'-0"

1 / A- 305



PROPOSED ELEVATION - COMMUNITY CENTER - ENTRY COURTYARDS - SOUTH

SCALE: 1/8" = 1'-0"

2 / A- 305

MATERIAL SCHEDULE

◊ MARK	BUILDING COMPONENT
BC	BURNISHED CMU, WHITE, STACKED BOND, RAKED JOINTS
C1	CONCRETE PLANTER WALL
C2	CONCRETE BLOCK
M1	PERFORATED METAL SUNSHADE
M2	PERFORATED METAL WALLSCREEN
M3	METAL WINDOW FIN
M.3	METAL PANEL CANOPY
P1	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - CHASTE WHITE
P2	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - MOONSHINE
P3	PAINTED MURAL WALL
P7	EXTERIOR CEMENT PLASTER W/ STUCCO EXPANSION JOINTS - DRAK GREY
SF	VISION WALL ALUMINUM STOREFRONT
SS1	STANDING SEAM - ROOF
SW	STONE VENEER WALL
T	TRESPA PLANK, ENGLISH CHERRY
W	WINDOW VINYL FRAME

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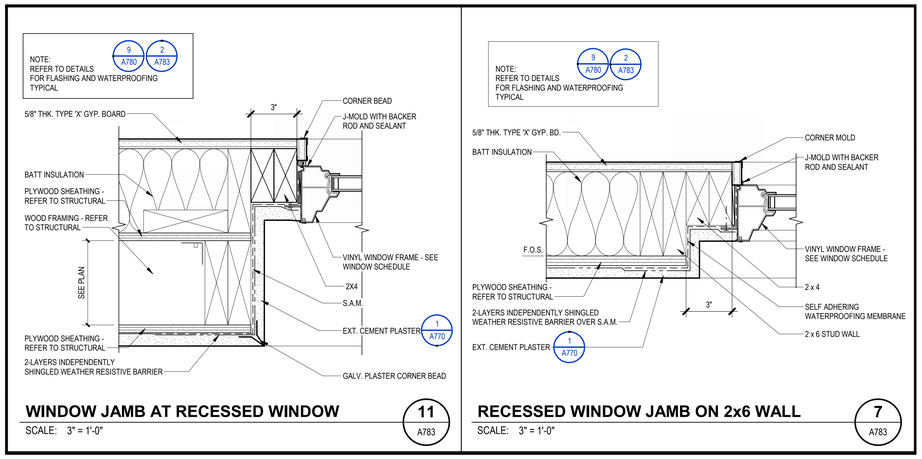
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COMMUNITY CENTER ELEVATIONS

A- 305

SCALE: 1/8" = 1'-0"



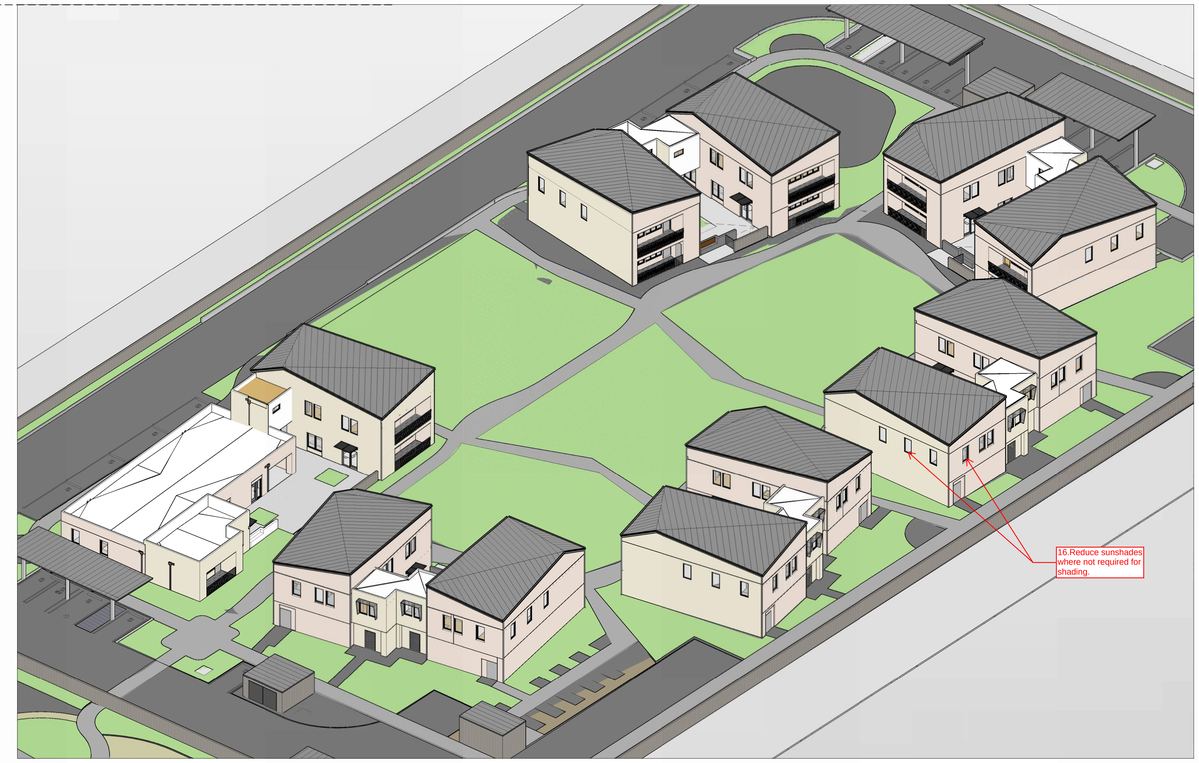
WINDOW JAMB AT RECESSED WINDOW — 11 / A783
SCALE: 3" = 1'-0"

RECESSED WINDOW JAMB ON 2x6 WALL — 7 / A783
SCALE: 3" = 1'-0"

TYPICAL RECESSED WINDOW DETAILS



AXON VIEW -TOWNHOME - SOUTH AND WEST VIEW — 1 / A- 400
SCALE: N.T.S.



AXON VIEW -TOWNHOME - NORTH AND EAST VIEW — 2 / A- 400
SCALE: N.T.S.

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PROPOSED 3D VIEWS

A- 400

SCALE: NTS



ENTITLED PLAN

TREE COUNT SUMMARY		
24" BOX	=	147
TOTAL	=	147



REVISED PLAN

TREE COUNT SUMMARY		
15 GAL.	=	22
24" BOX	=	72 (57.6%)
36" BOX	=	31 (24.8%)
TOTAL	=	125

Note:

50% (63) of the trees shall be a minimum 2" caliper in a 24" box size or larger container.

20% (25) of the trees shall be a minimum of 2.5" caliper in a 36" box or larger container.

TGP

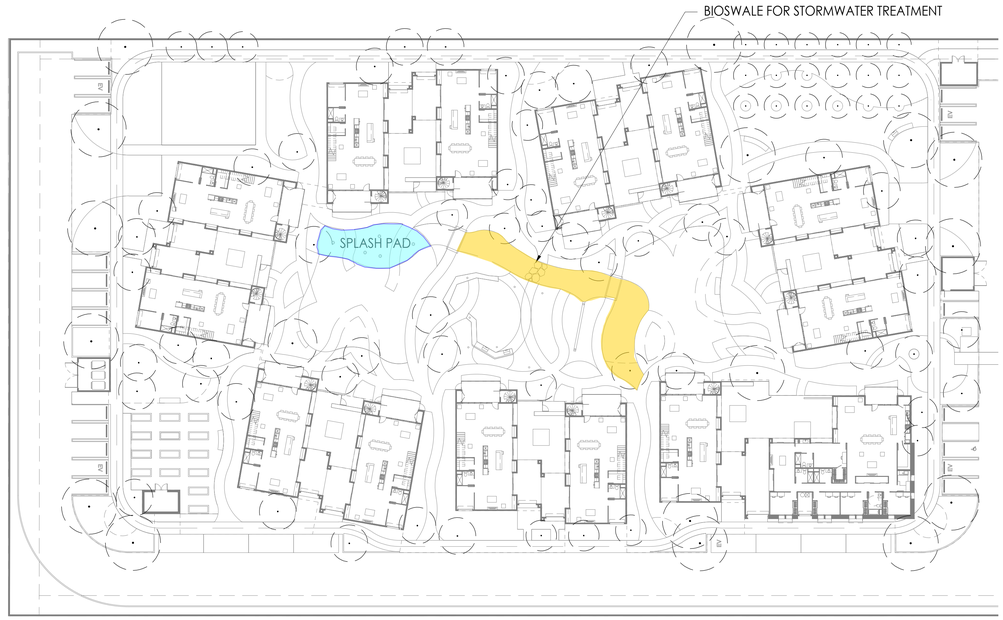
Landscape Architecture
Site Planning Urban Design

PO Box 704 Monrose CA 91021
Tel 818.797.5914 Web www.tgpinc.net

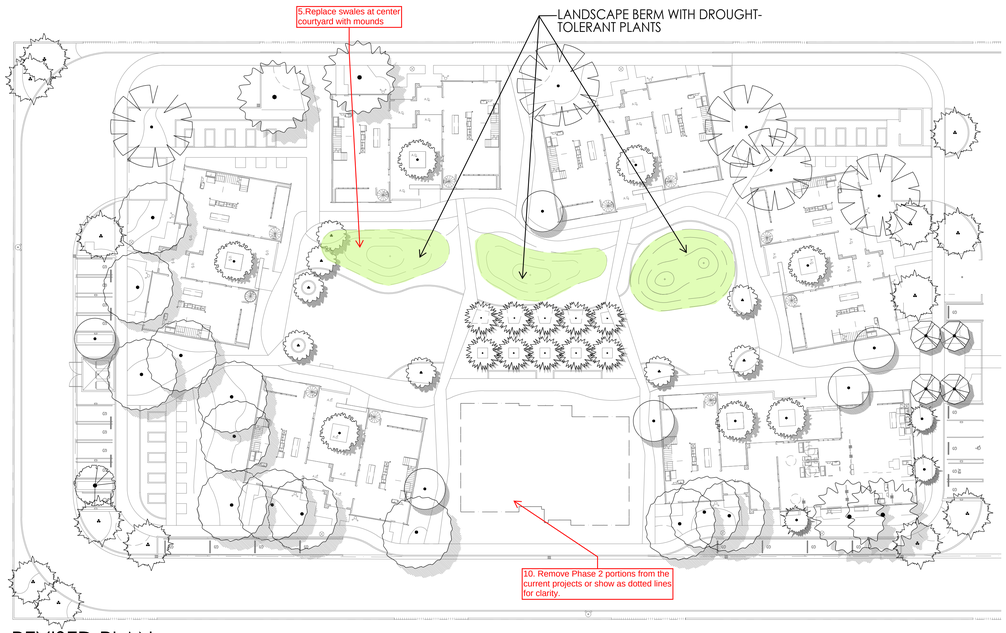
TREE ADJUSTMENT PLAN

L-1

SCALE:



ENTITLED PLAN

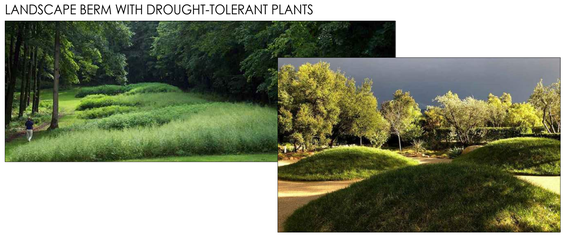


REVISED PLAN

BIOSWALE FOR STORM WATER TREATMENT



LANDSCAPE BERM WITH DROUGHT-TOLERANT PLANTS

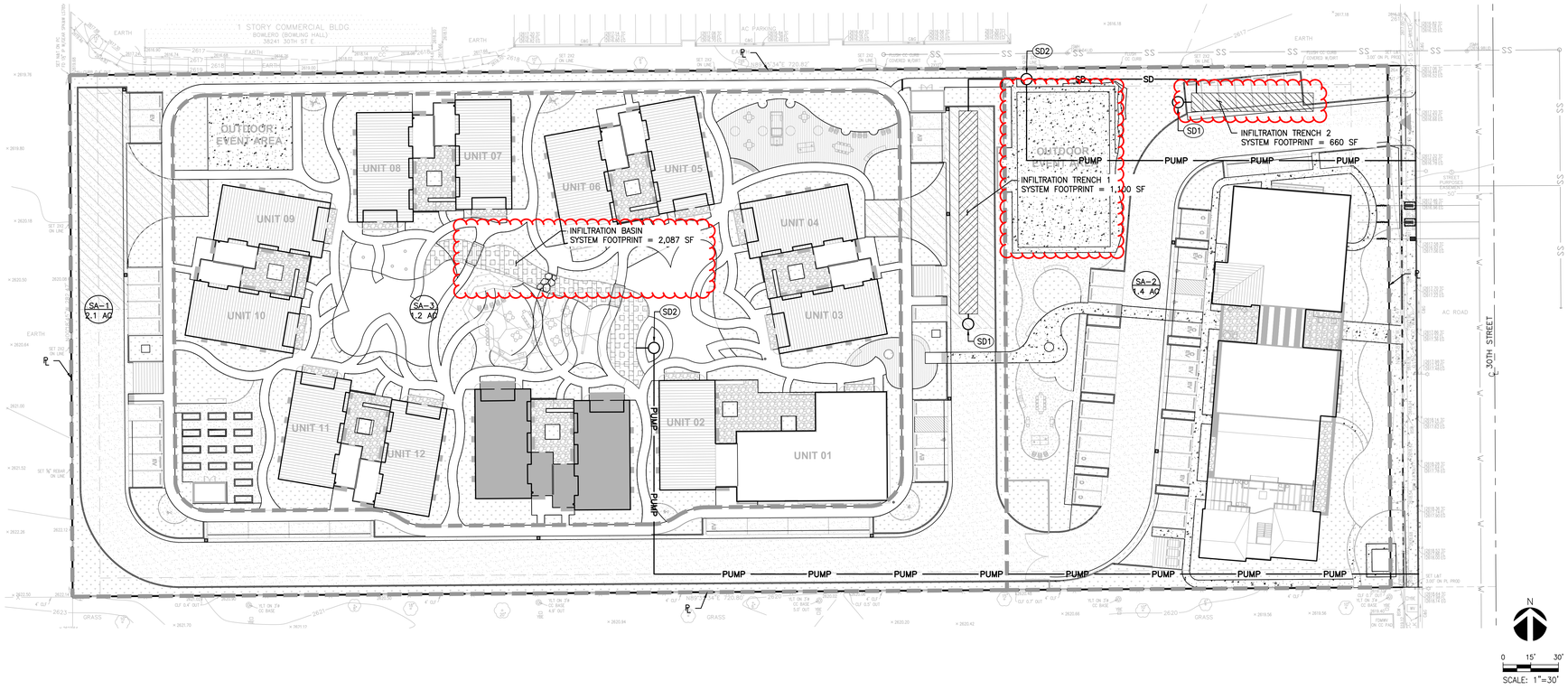


TGP
Landscape Architecture
Site Planning Urban Design
PO Box 704 Montrose CA 91021
Tel 818 797 5914 Web www.tgpinc.net

REPLACEMENT OF BIOSWALE WITH MOUNDS

L-2

SCALE:



LEGEND

- ON-SITE CONCRETE PAVING
- VEHICULAR ASPHALT PAVING
- PA — PLANTER AREA/LANDSCAPE
- SIDEWALK PAVING
- INFILTRATION BASIN
- INFILTRATION TRENCH
- 100.00 XX — SURFACE ELEVATION/UTILITY ELEVATION
- (100.00)XX — EXISTING SURFACE ELEVATION/UTILITY ELEVATION
- XX — CONSTRUCTION NOTE
- 2% — FLOW (DIRECTION AND GRADE)
- FF=100.00 — PAD/FINISHED FLOOR ELEVATION
- GB — GRADE BREAK LINE
- R — RIDGE LINE
- ID / AREA — SUBAREA ID/ACREAGE

CONSTRUCTION NOTES

(SD1) INSTALL CDS PRETREATMENT SYSTEM PER DETAIL 1, SHEET C-310.

(SD2) INSTALL SUMP PUMP AND VAULT.

(SD3) INSTALL INFILTRATION TRENCH PER DETAIL 2, SHEET C-310.

PROJECT SITE CHARACTERISTICS	
	QUANTITIES
TOTAL SITE AREA (S.F.)	201,630
TOTAL TRIBUTARY AREA (S.F.)	201,630
IMPERVIOUS AREA (S.F.)	143,981
IMPERVIOUS %	71%
LANDSCAPE (S.F.)	57,649
TOTAL PERVIOUS AREA (S.F.)	57,649
85TH PERCENTILE RAINFALL DEPTH (IN.)	0.50
DESIGN CAPTURE VOLUME (CF)	8,351

SOS Children's Village

30TH ST E, PALMDALE, CA 93551

project no | 22620 issue date | 08/02/2023

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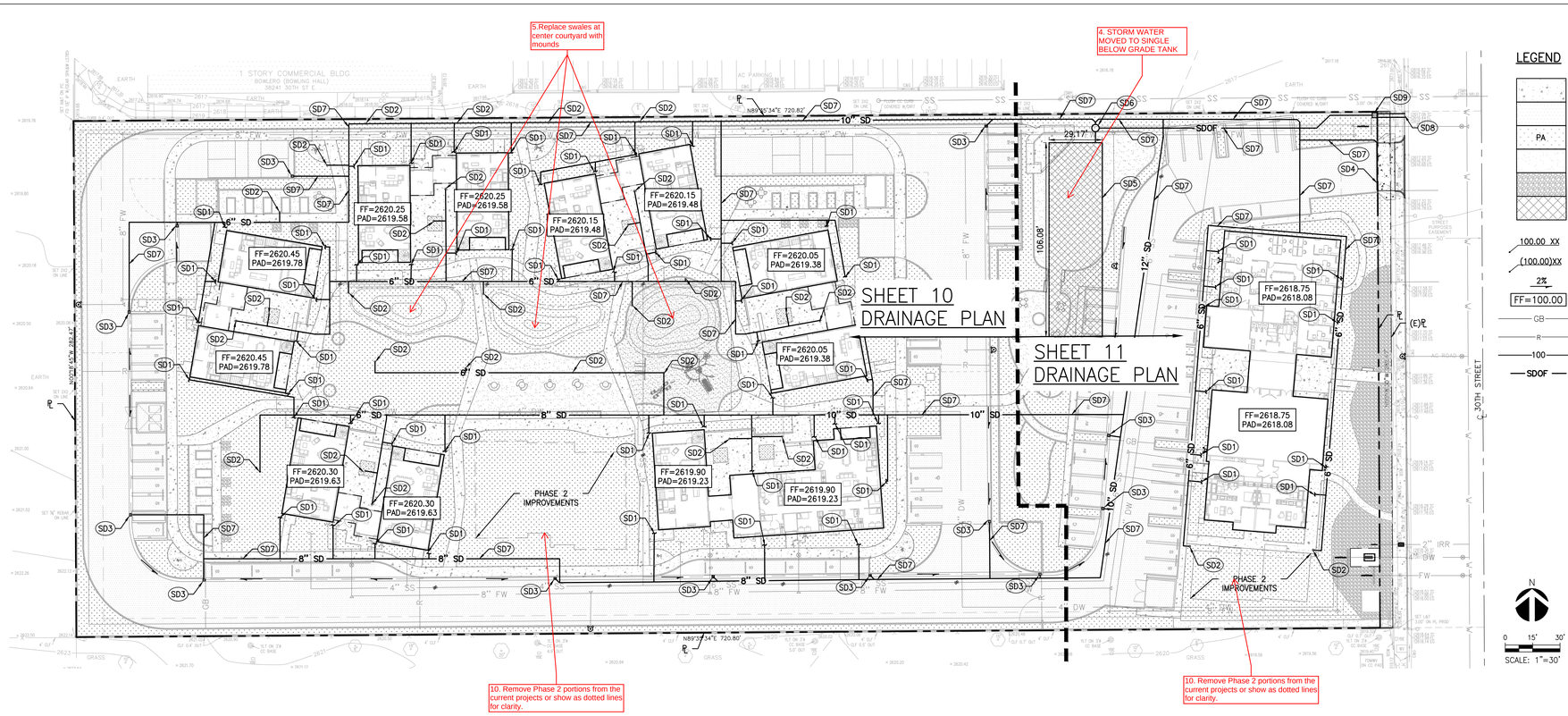
LAIb Funk + Associates Structural | Civil Engineers
Burnett + Young Shoring Engineers
319 MAIN ST
EL SEGUNDO, CA 90245
T: 213.239.9700
F: 213.239.9699
LFA JOB NO. 22620

REGISTERED PROFESSIONAL ENGINEER
FRANCIS JOSEPH LABOSCO
No. C75121
Exp. 12/31/2023
CIVIL
STATE OF CALIFORNIA

SIGN DATE 08/02/2023

ENTITLEMENT LOW IMPACT DEVELOPMENT PLAN

C-300



CONSTRUCTION NOTES

(SD1) DOWNSPOUT POINT-OF-CONNECTION TO BELOW GRADE STORM PIPE. SEE ARCHITECTURAL PLANS FOR CONTINUATION.

(SD2) INSTALL 6" AREA DRAIN BY NDS OR APPROVED EQUIVALENT.

(SD3) INSTALL 12"X12" CATCH BASIN WITH FILTER INSERT BY JENSEN OR APPROVED EQUIVALENT.

(SD4) INSTALL 6" TRENCH DRAIN BY FLOGARD PER DETAIL 3, SHEET 13.

(SD5) INSTALL ADS STORMTECH SYSTEM WITH INSPECTION PORT PER DETAIL 1, SHEET 12 AND DETAIL 4, SHEET 13.

(SD6) INSTALL CDS PRETREATMENT SYSTEM PER DETAIL 5, SHEET 14.

(SD7) INSTALL SCH 40 STORM DRAIN PIPE. S=1.0% MIN.

(SD8) INSTALL PARKWAY DRAIN PER SPPWC 151-3, S=24". ENCROACHMENT PERMIT REQUIRED.

(SD9) INSTALL 24"X24" FLOGARD CATCH BASIN PER DETAIL 2, SHEET 13.

QUANTITY ESTIMATE

PIPE SIZE(IN.)	TOTAL LENGTH(L.F.)
4	1,263
6	1,239
8	1,076
10	623
12	415

	QTY.
AREA DRAIN (SD2)	29
CATCH BASIN (SD3)	14
TRENCH DRAIN (SD4)	1
CDS (SD6)	1
CATCH BASIN (SD9)	1

WDID# _____

GRADING PERMIT # G024-00013

CITY OF PALMDALE

PROPOSED DRAINAGE PLAN

TOGETHER CALIFORNIA

SPR 23-003, APN: 3018-026-001

GD 24-13

DESIGNED:
DRAWN:
CHECKED:

SHEET No.
9 OF 20

DEVELOPER
ACMARTIN
444 S FLOWER STREET SUITE 1200
LOS ANGELES CA 90071 T 213.683.1900

ENGINEER OF RECORD
FRANK LAROCCA
319 MAIN ST.,
EL SEGUNDO, CA 90245
TEL: 213.239.9700
LFA
Labib Funk + Associates
Structural | Shoring | Civil | EBM

REGISTERED PROFESSIONAL ENGINEER
FRANK LAROCCA
No. C 74802
EXP. 12/31/2025
CIVIL
STATE OF CALIFORNIA
SIGN DATE 05/29/2024

NO.	REVISION DESCRIPTION	BY	DATE	APPROVED
1				
2				
3				
4				
5				
6				
7				

City Council Staff Report

DATE: **NOVEMBER 6, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-082, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE OUTSTANDING PRINCIPAL AMOUNT NOT TO EXCEED $15,000,000 TO FINANCE AND REFINANCE A 48-UNIT QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE BENEFIT OF 9TH STREET E. HOUSING, LP, A CALIFORNIA LIMITED PARTNERSHIP, OR ANOTHER ENTITY TO BE CREATED BY MILARE HOUSING INVESTMENTS, INC. (OR AN AFFILIATE), AND CERTAIN OTHER MATTERS RELATING THERETO**

RECOMMENDATION

Staff recommends that the City Council:

1. Conduct the public hearing to accept public testimony on the issuance of the revenue bonds by the California Municipal Finance Authority (CMFA) and on the nature and location of the affordable housing project proposed to be financed for the benefit of the Borrower; and,

2. Adopt Resolution No. CC 2024-082, approving a plan of finance for the issuance of the CMFA multifamily housing revenue bonds in an aggregate amount not to exceed $15,000,000 to finance and refinance the acquisition, construction, improvement, and equipping of a 48-unit qualified residential rental project (the “Project”) to be owned and operated by the Borrower and located at 38732 9th Street E. in the City of Palmdale, California (the “City”).

BACKGROUND

The Borrower requested that the CMFA serve as the municipal issuer of multifamily housing revenue bonds in an aggregate principal amount not to exceed $15,000,000 to finance the Project.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, Section 147(f) of the Internal Revenue Code of 1986 (Code) requires that the Bonds be approved by the applicable elected representative after a public hearing following reasonable public notice. The City Council is the elected legislative body of the City and is an "applicable elected representative" under Section 147(f) of the Code. Staff requests that the City Council conduct the noticed public hearing, which is an opportunity for interested parties to express their views on the issuance of the Bonds and on the nature and location of the Project.

DISCUSSION

CALIFORNIA MUNICIPAL FINANCE AUTHORITY:

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural, and community development through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities, including the City of Palmdale, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations, and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

The CMFA is a public entity, separate and apart from each member. The debts, liabilities, and obligations of the CMFA do not constitute debts, liabilities, or obligations of the members.

Payment of the Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, or moral obligation, liability, or responsibility for the Project or the repayment of the Bonds. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City and are to be paid for solely by funds provided by the Borrower.

Holding the public hearing pursuant to Section 147(f) of the Code described above allows the Project to qualify for tax-exempt financing to the extent that the Bonds are issued by a public agency such as CMFA. An alternative to the issuance of tax-exempt

Bonds by the CMFA to finance the Project is for the Borrower to obtain its own conventional financing. The Bond underwriter has represented that the ability to issue the Bonds through the CMFA after compliance with Section 147(f) requirements will result in a lower effective interest rate payable by the Borrower.

Participation by the City in the CMFA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the public hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

FISCAL IMPACT

$0; there is no fiscal impact associated with this action.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Palmdale, it is expected that 25% of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City. The amount of revenue to the City would be determined upon issuance of the bonds by CMFA.

STRATEGIC PLAN

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

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

Prepared by:	Janelle Samson, Director of Operations
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 2024-082

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE OUTSTANDING PRINCIPAL AMOUNT NOT TO EXCEED $15,000,000 TO FINANCE AND REFINANCE A 48-UNIT QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE BENEFIT OF 9TH STREET E. HOUSING, LP, A CALIFORNIA LIMITED PARTNERSHIP, OR ANOTHER ENTITY TO BE CREATED BY MILARE HOUSING INVESTMENTS, INC. (OR AN AFFILIATE), AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Milare Housing Investments, Inc. (the "Sponsor"), on behalf of 9th Street E. Housing, LP, a California limited partnership, or another entity created by the Sponsor or an affiliate of the Sponsor (such limited partnership or other entity being referred to herein as the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") undertake a proposed plan of finance for the Project that includes the issuance and re-issuance from time to time of one or more series of revenue bonds in an outstanding principal amount not to exceed $15,000,000 (the "Bonds") to finance and refinance the acquisition, construction, improvement and equipping of a 48-unit qualified residential rental project (the "Project") to be owned and operated by the Borrower and located at 38732 9th Street E. in the City of Palmdale, California (the "City"); and

WHEREAS*,* an "applicable elected representative" of a jurisdiction in which the Project is to be located is required to approve the proposed plan of finance for the Project under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is an "applicable elected representative" for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the proposed plan of finance for the Project in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; *and*

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds and now desires to approve the proposed plan of finance for the Project.

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

SECTION 1. The foregoing recitals are true and correct

SECTION 2. The City Council hereby approves the proposed plan of finance for the Project that includes the issuance and re-issuance from time to time of one or more series of revenue bonds in an outstanding principal amount not to exceed $15,000,000. It is the purpose and intent of the City Council that this Resolution constitutes approval of the proposed plan of finance for the Project for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

SECTION 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

SECTION 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein

SECTION 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of this resolution and the financing transaction approved hereby.

SECTION 6 The City Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111

SECTION 7. This Resolution shall take effect immediately upon its adoption.

SECTION 8. The City Clerk shall certify to the adoption of this resolution.

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

Approved as to form:

_____
William P. Curley, III
City Attorney

_____
Austin Bishop, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 6th day of November 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk