PALMDALE

a place to call home

CITY COUNCIL MEETING
REVISED
SUCCESSOR AGENCY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, JANUARY 11, 2023
5:00 PM
7:00 PM
www.cityofpalmdale.org

WELCOME

The Council Chamber is open for in-person public comment and seating. The Mayor and/or one or more members of the City Council may participate virtually in this meeting.

How to observe the meeting virtually:

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

Verbal Public Comment During the Meeting – Zoom

Number: US: +1 669 444 9171 Webinar ID: 841 2514 7215 Passcode: 359911

Webinar attendee link https://us06web.zoom.us/j/84125147215?pwd=WFRVMEpBalhlTG56NDZGVnVrN2F0Zz09.

Verbal comments are customarily limited to three (3) minutes.

How to Address the City Council

Any person who would like to address the Council regarding an item on the agenda, please fill out a Speaker's Form and submit it to the City Clerk **prior** to the agenda item you would like to discuss. You may address the Council once per meeting, per public comment section of the agenda on only those matters within the Council's jurisdiction.

Please note that you are not required to complete this form or state your name and residence in order to speak. Each person addressing the Council is generally given up to three minutes to speak (with double the time allotted to non-English speakers using a translator). The amount of time authorized may be adjusted by the chair. If you wish to provide information to the Council, please present the City Clerk with 7 copies. Otherwise, your materials will simply be added to the administrative record. If you are attending the meeting by phone, please press *9 to "raise your hand." If attending by personal computer, please click the "raise your hand" button. Press *6 to un-mute yourself, state your name and begin speaking. Please note use of City Council Chamber technology equipment to present electronic material during meetings is not allowed.

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (661) 267-5151 at least 72 hours prior to the meeting.

If you require oral Spanish translation, please contact the City Clerk's Office at (661) 267-5151 at least 72 hours prior to the meeting.

Your courtesy is requested to help our meetings run smoothly. Please follow these simple rules so we can make the best possible use of your time and ours:

- Please refrain from public displays or outbursts, such as unsolicited applause, comments, cheering, foul language or obscenities.
- Any disruptive activities that substantially interfere with the ability of the City Council to carry out its meeting will not be permitted and offenders will be asked to leave the meeting.
- Please turn off/mute your cell phones and mobile devices.

5:00 P.M.

1. **CALL MEETINGS TO ORDER**

2. **ROLL CALL**
   MAYOR BETTENCOURT, MAYOR PRO TEM ALARCON, COUNCILMEMBERS BISHOP, LOA, OHLSEN

3. **PUBLIC COMMENTS ON CLOSED SESSION ITEMS**
   This portion of the Agenda allows an individual the opportunity to address the Council on Closed Session items ONLY. **PLEASE NOTE: In general, a three-minute time limit** will be imposed on each speaker.

4. **PRESENTATION BY CITY ATTORNEY**

4.1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
John J. Murphy v. City of Palmdale
Los Angeles County Superior Court Case Number: 22STCV22544
Related City Claim Number: 2022-007

4.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez and Michael "Mike" Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCV18219
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.3 CONFERENCE WITH LABOR NEGOTIATORS
City designated representatives: Ronda Perez, Interim City Manager
Unrepresented employee: City Attorney

4.4 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Interim City Attorney
Name: Scott E. Porter

4.5 CONFERENCE WITH LABOR NEGOTIATORS
City representative: Scott Porter, Interim City Attorney
Unrepresented employee: Ronda Perez, Interim City Manager
This Closed Session is being held pursuant to the authority of California Government Code Section 54957.6

4.6 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

This closed session is being held pursuant to the authority of California Government Code Section 54957.

5. **ANNOUNCEMENT BY CITY ATTORNEY**

6. **ADJOURN CLOSED SESSION MEETING**

7:00 P.M.

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

8. **PRESENTATION**

8.1 Presentation to Mayor and Council of the Distinguished Budget Presentation Award received from the Government Finance Officers Association (GFOA).

9. **WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)**
Staff Recommendation: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.

10. **PUBLIC COMMENTS ON LISTED AGENDA ITEMS (EXCLUDING PUBLIC HEARINGS)**
If you wish to comment on any item(s) listed on the Consent Calendar and Appointment(s) section on this agenda, please come forward to the podium when called or acknowledged by the Chair and state the item number(s) and your comments. **PLEASE NOTE: In general, a three-minute time limit** will be imposed on each speaker.

11. **CONSENT CALENDAR**
All matters listed under the Consent Calendar will be enacted by one motion unless an item(s) is pulled by Council/Successor Agency, in which case the item(s) will be removed from the Calendar and will be considered separately following this portion of the Agenda.

11.1 Receive and file the Monthly Investment Reports for November 2022. (Staff Reference: Director of Finance Samson)
1._Staff_Report_-_Investment_Report_Nov_2022.docx
04 November 2022 COP & Successor Agency Investment Report.pdf

11.2 Adopt Resolution No. CC 2023-006, a Resolution of the City Council of the City of Palmdale stating the City's Investment Policy and Repealing Resolution No. CC 2022-008. (Staff Reference: Director of Finance Samson)
1. Staff Report - City Investment Policy 1.11.22.docx
Reso CC 2023-006 - Investment Policy 2023.docx

11.3 Adopt Resolution No.CC 2023-007, a Resolution of the City Council of the City of Palmdale stating the Investment Policy for City contributions to the Retiree Health Reimbursement Arrangement (HRA) plan and the Retiree Health Premium Supplement (HPS) plan and repealing Resolution No.CC 2022-009. (Staff

Reference: Director of Finance Samson)
2. Staff Report - City Retiree Investment Policy 1.11.23.docx
Reso CC 2023-007 - Retiree Investment Policy 2023.docx

11.4 Adopt Resolution No. SA 2023-001, a Resolution of the Successor Agency of the Community Redevelopment Agency of the City of Palmdale approving the Recognized Obligation Payment Schedule (ROPS 23-24) for the period of July 1, 2023 through June 30,2024. (Staff Reference: Director of Finance Samson)
1. Staff Report - ROPS 1.11.23.docx
2._Reso_SA_2023-001__-_Approve_ROPS_23-24.doc
Exhibit A - Palmdale Annual ROPS 23-24.pdf

11.5 Adopt Resolution No. SA 2023-002, a Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale approving the Administrative Budget for the period of July 1, 2023 through June 30, 2024 (Administrative Budget 23-24). (Staff Reference: Director of Finance Samson)
1. Staff Report - SA Adminstrative Budget 1.11.23.docx
Exhibit B - Admin Budget 23-24.pdf
2._Reso_SA_2023-002__-_Approve_Administrative_Budget_23-24.doc

11.6 Adopt Resolution CC 2023-002, a Resolution of the City Council of the City of Palmdale approving funding with the State of California Department of Veterans Affairs (Cal Vet) for AB-179 funding of $2,700,000 to the City of Palmdale Neighborhoods Services for the Homes 4 Families Housing Construction in a Veteran Enriched Neighborhood. (Staff Reference: Interim Assistant City Manager Miller - Presented by Housing Manager Reyes)
SR - CC State Funding AB179.docx
Reso_CC_2023-002_1.11.2023.docx

11.7 Adopt Resolution No. CC 2023-001, a Resolution of the City Council of the City of Palmdale authorizing the grant application, acceptance, and execution of the grant funds from the State of California Budget Act of 2021 (SB 129). (Staff Reference: Director of Public Works Glidden)
Staff Report - Resolution 2023-001.docx
Resolution_No._CC_2023-001.docx

11.8 Approve Final Tract Map No. 82636-02 (located at the northwest corner of Rancho Vista Blvd and 15th Street West). (Staff Reference: Director of Public Works Glidden)

TR 82636-02 Approval - Staff Report.docx
TR 82636-02 - Final Mylars.pdf

11.9 Approve consultant agreement with KUTA for professional design services on PN

839, McAdam Park Renovation, in the amount of $473,995. (Staff Reference: Director of Public Works Glidden)
PN 839 Staff Report - Award Design KTUA.docx
KTUA-McAdam A-8166.pdf

11.10 Award construction agreement with Dash Construction Company, Inc. for PN 831, 47th St. East & Palmdale Blvd. Roundabout Landscaping Project, at the intersection of 47th St. East and Palmdale Blvd., in the amount of $204,604.45 and determine this project to be exempt from CEQA. (Staff Reference: Director of Public Works Glidden)
Staff Report - Award Construction.docx
PN 831 - Landscape Exhibit.pdf

11.11 Approve funding agreement with Caltrans to provide California Public Utilities Commission (CPUC) funds for preliminary engineering on Project STPLR-130L(297), Avenue R & Sierra Highway Railroad Safety Project, in the amount of $550,000. (Staff Reference: Director of Public Works Glidden)
PN860 - Design Staff Report - Caltrans funding agreement.docx
Avenue R_Palmdale_Section.130.PSA_DOT.750602K_Nov.21.2022.pdf

11.12 Adopt Resolution No. CC 2023-003, a Resolution of the City Council of the City of Palmdale authorizing the budget transfer of $250,000 from Emergency Reserves, for fire and water clean up and asbestos testing of the Chimbole Cultural Center and approve Purchase Order No. 20230423 with ServPro, DBA to GLW Enterprises Inc., in the amount not to exceed $220,000. (Staff Reference: Director of Public Works Glidden)
Chimbole Staff report.docx
Resolution_2023-003.doc
Email-PO#_20230423_2023_3R.pdf

11.13 Adopt Resolution No.CC 2023-004, a Resolution of the City Council of the City of Palmdale Declaring Opposition to the City of Los Angeles Using Emergency Powers to Create a Homeless "Village" in the Palmdale Area. (Staff Reference: Interim City Manager Perez)
SR_-_Homeless_-_for_Jan_11__2023 (1).docx
RESO_-_Homeless_-_For_Jan_11_2023_meeting.docx

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

CC - November 16, 2022
CC - December 1, 2022
CC/SA - December 7, 2022
CC - December 13, 2022

CC Minutes 11 16 2022 5pm & 7pm.pdf
CC Minutes 12 01 2022 3pm.pdf
CC_SA_HA Minutes 12 07 2022.pdf
CC Minutes 12 13 2022 6pm.pdf

12. APPOINTMENT(S)

12.1 Approve Reappointment Of Public Member To The Palmdale Recycled Water Authority. (Staff Reference: Acting City Clerk Faber)
PRWA Reappointment SR.docx
JPA_PRWA_A-4113.pdf

12.2 Discussion And Possible Action Regarding City Council Standing Committee Appointments. (Staff Reference: Acting City Clerk Faber)
CC Appointments SR.docx

13. **PUBLIC HEARING**

13.1 Public Hearing to obtain Resident input on community needs for the 2023-2024 Action Plan. (Staff Reference: Interim Assistant City Manager Miller - Presented by Housing Manager Reyes.)

Call for Public Testimony

Close Public Testimony
SR - CC Public Hearing Action Plan.docx

13.2 INTRODUCTION AND ADOPTION OF ORDINANCE NO. 1601, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADDING CHAPTER 8.06 REGARDING RECYCLING AND DIVERSION OF CONSTRUCTION AND DEMOLITION (C&D) WASTE, AND SETTING THE INITIAL C&D ORDINANCE PERMIT FEE AMOUNT. (STAFF REFERENCE: DIRECTOR OF PUBLIC WORKS GLIDDEN)

Staff to read the title of Ordinance No. 1601

Call for Public Testimony

Close Public Testimony

Introduce and Adopt Ordinance No. 1601
SR - Ordinance No. 1601 - C&D.docx
Ordinance No. 1601 Construction Demolition.docx

13.3 INTRODUCTION AND ADOPTION OF ORDINANCE NO. 1605, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE UPDATING, CONSOLIDATING, AND STREAMLINING SELECTED PROVISIONS OF THE PALMDALE MUNICIPAL CODE TO COMPLY WITH RECENT STATE AND FEDERAL LAW ENACTMENTS AND DECISIONS AND PROVIDE FOR MORE EFFICIENT ENFORCEMENT OF CODE VIOLATIONS (AMENDING PMC SECTIONS 1.12.040, 1.20.010(A), 1.20.040(B), 1.20.100(B), 1.20.170, 5.04.190(B)(1), 5.04.200(A)(1), 5.04.200(B)(1), 5.04.240(A), 5.04.250(E), 5.04.300(B), 5.04.310(A), 5.04.310(B), 5.04.360(B), 5.04.400(L)(2)(b), 5.04.400(M)(2)(b), 5.04.460, 5.04.660(H)(4)(d), 5.04.660(I)(2), 5.05.080, 5.44.090(C)(2), 8.04.200, 8.04.530, 8.04.820, 8.04.920, 8.20.090(B), 8.24.260(A), 9.30.070(A), 9.30.090, 9.30.100, 9.46.010, 9.46.020, 9.46.030, 12.04.020, 12.04.100(G), 12.08.030, 13.11.140; ADDING PMC SECTIONS 2.08.090, 9.30.110; REPEALING AND DELETING PMC CHAPTERS 8.10, 8.36; ADDING PMC CHAPTERS 8.36, 12.28)

Staff to read the title of Ordinance No. 1605

Call for Public Testimony

Close Public Testimony

Introduce and Adopt Ordinance No. 1605

Palmdale - Ordinance Revisions - Staff Report re to Enhance Enforcement - 01.03.docx
Palmdale - Ordinance Revising PMC To Enhance Enforcement (clean) CITY CLERK.docx

13.4 INTRODUCTION AND ADOPTION OF ORDINANCE NO. 1607, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING PALMDALE MUNICIPAL CODE SECTION 1.06.040, REMOVING THE REQUIREMENTS FOR A NOTICED PUBLIC HEARING FOR THE ADOPTION OF ORDINANCES, AND SECTION 2.08.040 CHANGING THE REGULAR MEETING DATES OF THE CITY COUNCIL TO THE FIRST AND THIRD THURSDAYS OF THE MONTH AT 5:00 P.M.

Staff to read the title of Ordinance No. 1607

Call for Public Testimony

Close Public Testimony

Introduce and Adopt Ordinance No. 1607

SR - Meeting date.docx
ORD - Meeting Date.docx

14. **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

This portion of the Agenda allows an individual the opportunity to address the Council on any subject regarding City business not on the Agenda. Under state legislation, no action can be taken on items not specifically referenced on the Agenda and the Chair may refer you to the City Manager or staff to address your request. **PLEASE NOTE: In general, a three-minute time limit** will be imposed on each speaker and your topic must remain relevant to items within the City's authority or purview.

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

15.1 COMMITTEE MEMBERSHIPS.

- ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT
- ANTELOPE VALLEY TRANSIT AUTHORITY
- CALIFORNIA CONTRACT CITIES ASSOCIATION
- CITY OF PALMDALE AUDIT COMMITTEE
- CITY OF PALMDALE INVESTMENT OVERSIGHT COMMITTEE
- HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY
- LEAGUE OF CALIFORNIA CITIES
- LOS ANGELES COUNTY SANITATION DISTRICT
- NORTH LOS ANGELES COUNTY TRANSPORTATION COALITION
- PALMDALE RECYCLED WATER AUTHORITY
- SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGIONAL COUNCIL
- UNITED STATES/MEXICO SISTER CITIES ASSOCIATION
- CALIFORNIA STATE PRISON – LOS ANGELES COUNTY, CITIZENS ADVISORY COMMITTEE

15.2 MEETINGS ATTENDED AT PUBLIC EXPENSE

Alarcon Informational Report 011123.docx
Bettencourt Informational Report 011123.docx
Ohlsen Informational Report 011123.docx

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

17. **CITY MANAGER'S REPORT**

18. **Adjourn** meeting to January 18, 2023 at 7:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY REPORTS FOR NOVEMBER 2022**

ISSUE

Receive and file the monthly investment activity reports for November 2022.

RECOMMENDATION

Staff recommends that the City Council accept the monthly investment activity report for City of Palmdale and Successor Agency for November 2022.

BACKGROUND

Pursuant to Section 16 of the City of Palmdale and Successor Agency Investment Policy, the City Treasurer shall prepare and present monthly and quarterly reports on investments to the City Manager/Executive Director and the City Council/Directors. The reports shall detail the type of investment, name of the issuer, purchase date, date of maturity, amount of deposit, and rate of interest. This information shall be provided for all City and Successor Agency pooled investments, as well as for Certificates of Participation, Revenue Bonds, Tax Allocation Bonds, Assessment Districts and Community Facilities District accounts which are managed by outside Fiscal Agents.

The monthly and quarterly reports provide a synopsis of the investment activity for the City of Palmdale and Successor Agency. The reports provide information on assets, allocations, average maturities, yields, and book valuations.

The interest rates presented are the most current rates available as of the date of this report.

The market values presented for pooled City and Successor Agency investments are based on closing prices for the related investment as of the date of this report. This information was obtained from the Wall Street Journal, Bloomberg Financial Markets, Capital Market Finances, or other reliable source of market prices.

DISCUSSION

Compliance with Investment Policy

For November, the invested portfolio amount for the City of Palmdale totaled $285,640,258 a decrease of $2,648,485 from the previous month, and an increase of $54,721,939 in comparison to last year. The decrease is due to a withdrawal from LAIF COVID Relief fund during this period to cover expenditures during the quarter.

The par value of Successor Agency's portfolio as of November was $6,125,038. The balance decreased by $38,541 from the last month due to LAIF withdrawal during the month to pay for operating expenditures.

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

The Finance Division is the custodian for the City and Successor Agency's investment portfolio and follows the three main principles of both entity's investment policy to 1) Investment in financial instruments that mitigate the risk of monetary losses stemming from market fluctuations; 2) Establish and maintain a portfolio that has sufficient liquidity to allow the City and Successor Agency to meet all anticipated cash requirements; and 3) Seek out investment instruments that provide a competitive market rate of return.

Liquidity

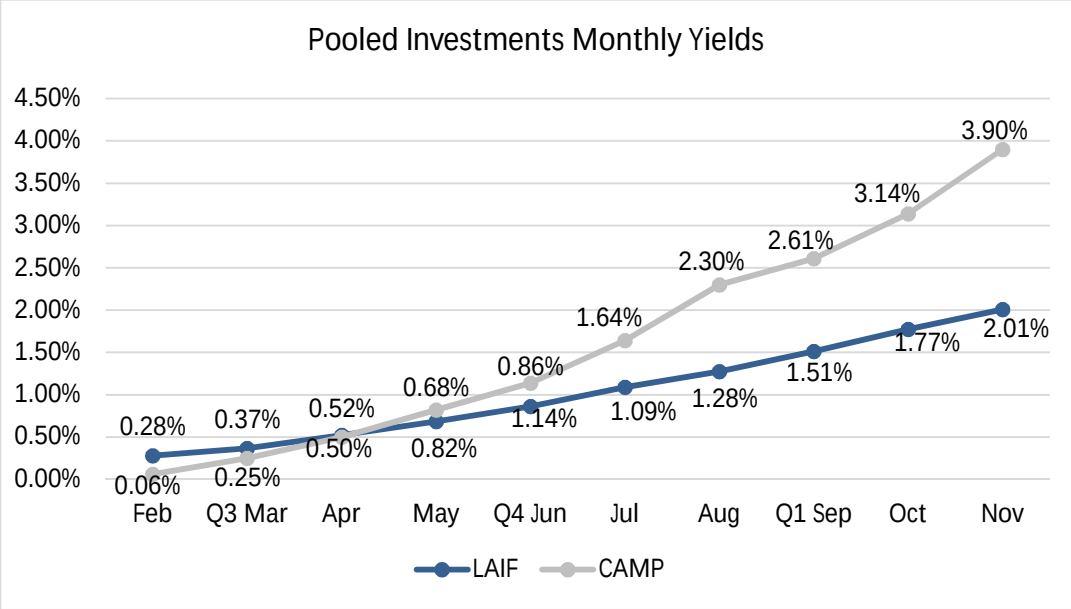
One core approach the Finance Division focuses on, is providing liquidity to measure up to the City and Successor Agency's operational requirements. Thus, the Finance Department is currently investing in two pooled funds, LAIF and CAMP. These are intended for the daily operational activities, used for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

Total LAIF balance for the City of Palmdale at the end of November is $110,271,309, a decrease of 2,679,529 due to withdrawal from LAIF investment account to cover operational expenses compared to the prior month.

Successor Agency LAIF balance at the end of November was $4,432,717, an decrease of $1,000,000 from the previous month due to withdrawal.

CAMP's balance for City of Palmdale at the end of November is $252,167 compared to October balance of $251,360 a slight increase due to interest earned. The interest rates presented are the most current rates available as of the date of this report. As of November 30, 2022, the interest rates for LAIF and CAMP investments were at 2.01

percent and 3.90 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of October were at 1.77 percent and 3.14 percent. Both rates have slightly increased within this month. This time last year, LAIF and CAMP rates were at 0.203 percent and 0.05, respectively.



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

We anticipate that rates will begin to level off in the upcoming months, considering the current state of the economy. In recent months, CAMP shows better performance than LAIF in interest rates, however, the historical trend shows that LAIF rates generally outperform CAMP rates. The difference between the performance of the two funds is partly due to the varying pool characteristics. CAMP's portfolio composition is much more subject to market volatility, resulting in performance variation.

Diversity

The Finance Division aims to diversify the investment portfolios to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

City of Palmdale and Successor Agency's investment portfolios remain strongly diversified. The monthly reports include all investments held by both entities and current book values as of November 30, 2022.

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

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

Attached are summaries of the investments on the City of Palmdale and Successor Agency's books as of November 30, 2022.

FISCAL IMPACT

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

STRATEGIC PLAN

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

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

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

Prepared by:	Gohar Avetisyan, Financial Analyst
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Interim City Attorney

ATTACHMENTS

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

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
November 30, 2022
CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	FDIC Number	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
U.S. TREASURY SECURITIES					Yield			
05-31-19	04-30-24	CITY	9128286R6 U.S. Treasury Note		2.03	5,000,000.00	5,051,650.00	4,938,670.00
01-19-21	05-31-23	CITY	9128284S6 U.S. Treasury Note		2.75	2,815,000.00	2,985,994.41	2,811,030.85
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	3,000,000.00	3,260,634.36	2,961,090.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note		0.66	3,000,000.00	3,261,331.50	2,945,970.00
05-11-21	12-31-24	CITY	9128283P3 U.S. Treasury Note		0.40	3,000,000.00	3,200,040.56	2,946,930.00
06-04-21	12-31-22	CITY	912828N30 U.S. Treasury Note		0.05	3,000,000.00	3,097,665.56	2,994,150.00
06-04-21	12-31-23	CITY	912828V23 U.S. Treasury Note		0.20	4,000,000.00	4,210,026.50	3,959,360.00
07-12-21	12-31-23	CITY	9128285U0 U.S. Treasury Note		2.63	5,000,000.00	5,289,959.94	4,977,950.00
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	5,000,000.00	5,451,958.35	4,935,150.00
07-12-21	12-31-23	CITY	912828V23 U.S. Treasury Note		2.25	5,000,000.00	5,244,161.50	4,949,200.00
12-17-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	10,000,000.00	9,913,130.25	9,602,000.00
12-17-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (UBS)		0.85	10,000,000.00	10,045,505.25	9,531,600.00
12-22-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	5,000,000.00	4,957,270.88	4,801,000.00
12-22-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note		0.88	5,000,000.00	5,018,208.38	4,765,800.00
12-20-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (Stifel)		1.00	5,000,000.00	5,017,187.50	4,765,820.00
			TOTAL U.S. TREASURY SECURITIES			$ 73,815,000.00	$ 76,004,724.94	$ 71,885,720.85
GOVERNMENT AGENCY PAPER								
06-05-19	06-05-23	CITY	3133EKPT7 Fed Farm Credit Bk		2.13	5,000,000.00	5,008,600.00	4,971,627.90
06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit		0.78	5,000,000.00	5,000,000.00	4,672,635.10
08-07-20	05-06-24	CITY	3133EL2X1 Federal Farm Credit		0.42	2,000,000.00	2,000,000.00	1,905,188.04
08-27-20	11-27-24	CITY	3134GWNG7 Freddie Mac Domestic		0.50	2,000,000.00	2,000,000.00	1,885,345.78
04-01-21	04-01-25	CITY	3133EMUP5 Fed Farm Credit		0.71	5,000,000.00	5,000,000.00	4,682,977.35
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond		0.59	1,000,000.00	1,103,275.25	999,450.00
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond 0.57		0.57	2,000,000.00	2,208,460.00	1,998,900.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae		0.55	3,000,000.00	2,993,675.25	2,757,300.00
06-04-21	08-01-24	CITY	3130AMHH8 FHLB NOTE		0.41	4,000,000.00	4,000,000.00	3,809,357.72
06-07-21	06-07-24	CITY	3130AMQR6 FHLB NOTE		0.35	3,000,000.00	3,000,000.00	2,864,376.87
06-30-21	12-30-25	CITY	3130AMRQ7 FHLB NOTE		0.88	3,000,000.00	3,000,000.00	2,792,028.33
07-29-21	04-29-26	CITY	3130AN5C0 FHLB NOTE		1.05	4,000,000.00	4,010,455.13	3,730,680.00
12-17-21	11-12-25	CITY	3134GXBM5 FHLMC Note		1.15	1,150,000.00	1,125,785.50	1,055,366.50
12-17-21	12-30-24	CITY	3130AQDY6 FHLB		1.00	6,750,000.00	6,750,000.00	6,454,656.18
12-17-21	06-23-25	CITY	3133ENHW3 FFCB		1.17	10,000,000.00	10,000,000.00	9,422,494.90
12-20-21	07-30-25	CITY	3136G4ZP1 FANNIE MAE		0.65	3,500,000.00	3,444,175.00	3,255,845.57
12-20-21	09-24-25	CITY	3134GWUG9 FREDDIE MAC		0.57	10,000,000.00	9,806,600.00	9,209,435.10
12-21-21	12-22-26	CITY	3133ENJC5 FFCB		1.29	5,000,000.00	5,000,000.00	4,611,433.30
01-14-22	01-14-25	CITY	3130AQEA7 FHLB		1.05	7,000,000.00	7,000,000.00	6,656,914.81
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit Bank		3.34	1,810,000.00	1,660,349.20	1,675,477.99
06-29-22	03-28-25	CITY	3130A5DH9 Federal Home Loan Bank		3.34	1,950,000.00	1,937,715.00	1,944,638.69
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Bank		3.33	5,000,000.00	4,479,000.00	4,493,981.15
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac Global Unsecured		0.80	5,000,000.00	4,539,500.00	4,539,500.00
	c = callable							
			TOTAL GOVERNMENT AGENCY PAPER			$ 96,160,000.00	$ 95,067,590.33	$ 90,389,611.28
CERTIFICATES OF DEPOSIT								
05-10-18	05-10-23	CITY	61747MX30 Morgan Stanley Bank Na	32992	3.15	245,000.00	245,000.00	546,098.34
05-11-18	05-11-23	CITY	87164WWF1 Synchrony Bank	27314	3.15	245,000.00	245,000.00	246,091.97
05-11-18	05-11-23	CITY	17312QL23 Citibank Na	7213	3.15	245,000.00	245,000.00	246,091.97
05-15-18	05-15-23	CITY	20033AYE0 Comenity Capital Bank	57570	3.10	245,000.00	245,000.00	245,960.65
			TOTAL CERTIFICATES OF DEPOSIT			$ 980,000.00	$ 980,000.00	$ 1,284,242.93

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
November 30, 2022

CORPORATE NOTES							
03-10-20	03-01-23	CITY	30231GAR3 Exxon Mobil	2.73	1,000,000.00	1,045,330.00	999,932.43
03-10-20	11-03-22	CITY	594918BH6 Microsoft Corp	2.65	1,000,000.00	1,047,870.00	1,000,837.38
03-10-20	01-13-23	CITY	037833DE7 Apple Inc	2.40	1,000,000.00	1,041,800.00	999,766.91
03-10-20	12-14-22	CITY	92826CAC6 VISA Inc	2.80	1,500,000.00	1,572,135.00	1,501,316.52
06-10-20	04-15-23	CITY	30231GBL5 Exxon Mobil Corp	1.75	5,000,000.00	5,000,000.00	4,950,765.95
06-10-20	05-11-23	CITY	166764BV1 Chevron Corp	1.14	2,075,000.00	2,075,000.00	2,039,686.86
			TOTAL CORPORATE BONDS		$ 11,575,000.00	$ 11,782,135.00	$ 11,492,306.05
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY ACCOUNT	98-19-620	0.78	40,321,639.35	40,321,639.35	40,321,639.35
06/23/08	n/a	PCA ACCOUNT	40-19-060	0.78	37,425,685.17	37,425,685.17	37,425,685.17
	n/a	ARPA ACCOUNT	19-19-004	0.78	32,511,455.72	32,511,455.72	32,511,455.72
			TOTAL LAIF ACCOUNTS		$ 110,258,780.24	$ 110,258,780.24	$ 110,258,780.24
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY ACCOUNT	6080-01	0.30	252,167.20	252,167.20	252,167.20
			TOTAL CAMP ACCOUNTS		$ 252,167.20	$ 252,167.20	$ 252,167.20
UBS FINANCIAL SERVICES							
n/a	n/a	CITY ACCOUNT		0.00	77,430.27	77,430.27	77,430.27
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 77,430.27	$ 77,430.27	$ 77,430.27
			TOTAL CITY INVESTMENTS		$ 293,118,377.71	$ 294,422,827.98	$ 285,640,258.82

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
November 30, 2022

LIBRARY INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND					
11-20-84	n/a	LIBRARY	16-19-012	0.78	12,529.63
		TOTAL LIBRARY INVESTMENTS			$ 12,529.63

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
05-10-95	n/a	BOND	95421220	0.34	107.70
05-10-95	n/a	IMPROVEMENT	95421222	0.10	156,518.27
City Held Cash	(Fund 736-114000)	($255,912.67)			
		TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1			$ 156,625.97
BOND PROCEEDS					
RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
04-06-95	n/a	RESERVE-SEN	95420880	n/a	0.00
04-06-95	n/a	IMPV-ACQUI	95420884	0.01	2,611,730.29
04-06-95	n/a	BOND	95420887	0.15	0.15
City Held Cash	(Fund 738-114000)	($1,000,675.82)			
		TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1			$ 2,611,730.44
BOND PROCEEDS					
ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
08-01-19	n/a	SP TAX - B BOND	242969000	0.00	99,145.57
08-01-19	n/a	RESERVE	242969003	0.00	722,957.02
08-01-19	n/a	SP TAX - REFUNDING BC	242969004	0.01	15,149.75
08-01-19	n/a	SP TAX - REFUNDING BC	242969005	0.01	300.42
City Held Cash	(Fund 734-114000)	$237,084.89			
		TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1			$ 837,552.76

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
November 30, 2022

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

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

City Held Cash (Fund 735-114000) $420,217.84

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

BOND PROCEEDS
2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021
Fiscal Agent: U.S. Bank National Association (fka First Trust)

	n/a	SPEC TRB SER A/B	251009000	0.01	227,729.07
	n/a	RESERVE FUND	251009001	0.01	642,342.21

City Held Cash

TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021 $ 870,071.28

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	77,544.96
11-08-06	n/a	ADM EXP	106844002	0.01	1,606.11
11-08-06	n/a	RESERVE FUND	106844003	0.01	100,304.67

City Held Cash (Fund 739-114000) $8,372.84

TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB $ 179,455.74

BOND PROCEEDS
2007 $19.9M COP Power Plant Land Acquisition
Fiscal Agent: U.S. Bank National Association (fka First Trust)

04-12-07	n/a	LEASE PAYMENT	112055000	0.01	0.00
04-12-07	n/a	RESERVE FUND	112055001	0.00	0.00

TOTAL 2007 $19.9M COP Power Plant Land Acquisition $ -

BOND PROCEEDS
2007 $6.5M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER)
Fiscal Agent: U.S. Bank National Association (fka First Trust)

08-23-07	n/a	BOND FUND	117856000	0.01	0.00
08-23-07	n/a	RESERVE FUND	117856002	0.01	0.00

TOTAL 2007 $6.5M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) $ -

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
November 30, 2022
FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
2012 PFA $8.7M LEASE REVENUE BONDS					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
12-19-12	n/a	REVENUE FD	201546000	0.00	502.08
12-19-12	n/a	INTEREST ACCOUNT	201546001	n/a	0.00
12-19-12	n/a	PRINCIPAL ACCOUNT	201546002	n/a	0.00
		TOTAL 2012 PFA $8.7M LEASE REVENUE BONDS			$ 502.08
2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
10-11-13	n/a	ESCROW FUND	206455000	0.00	2,979,512.65
		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	39,264.80
		TOTAL 2015 HA DEBT SERVICE RESERVE			$ 39,264.80
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND					
05-23-18	n/a	CITY	104790895775 Public Agency Retirement Services	2.60	6,024,716.06
		TOTAL PARS PENSION TRUST FUND			$ 6,024,716.06
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	144,321.16
09-03-15	n/a	INTEREST ACCT	277067001	0.01	6.95
09-03-15	n/a	BOND RESERVE	277067003	0.00	281,022.06
09-03-15	n/a	REPAIR & REPLACE FUN	277067004	0.00	1,165,700.78
		TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS			$ 1,591,050.95
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	2.39
04-05-17	n/a	PRINCIPAL ACCT	271128002	n/a	0.00
		TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS			$ 2.39
	Total City Held Cash (XXX-114000)		($590,912.92)		
		GRAND TOTAL - FISCAL AGENT CASH			$ 14,420,413.84

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
November 30, 2022
SUMMARY OF CASH AND INVESTMENTS

Cash on Hand			$	2,354,568
Pooled Cash Investments				
City:	$	287,601,599		
Insur Fund:		($1,961,340)	$	285,640,259
Library Investments				$12,530
Subtotal			$	288,007,357
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			$	14,420,414 *
Grand total			$	302,427,771

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 November 30, 2022.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
November 30, 2022
CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
November 30, 2022

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
CITY ACCOUNT 98-19-620				
Beginning Balance				$ 40,321,639.35
Subtotal	$ -	$ -	$ -	$ 40,321,639.35
PCA ACCOUNT 40-19-060				
Beginning Balance				$ 37,425,685.17
		$ -		
Subtotal	$ -	$ -	$ -	$ 37,425,685.17
LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 12,529.63
		$ -		
Subtotal	$ -	$ -	$ -	$ 12,529.63
ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 35,178,455.72
11/07/22		$ (2,667,000.00)		
Subtotal	$ -	$ (2,667,000.00)	$ -	$ 32,511,455.72
CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM				
Beginning Balance				$ 251,360.50
11/30/22		$ -	$ 806.70	
Subtotal	$ -	$ -	$ 806.70	$ 252,167.20
UBS Financial Services				
Beginning Balance				$ 59,722.20
11/30/22			$ 49,658.07	
11/30/22		$ (31,950.00)		
Subtotal	$ -	$ (31,950.00)	$ 49,658.07	$ 77,430.27
Total	$ -	$ (2,698,950.00)	$ 50,464.77	$ 110,600,907.34

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
November 30, 2022
CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED

November 30, 2022

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

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

Total Number of Transactions: 0

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
November 30, 2022
CITY OF PALMDALE

POOLED CASH - INVESTMENTS PURCHASED

November 30, 2022

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
November 30, 2022

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND						
09-01-84	n/a	SA ACCOUNT	65-19-035	0.78	4,432,717.27	
TOTAL LAIF ACCOUNTS						$ 4,432,717.27
		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	530,420.57	
08-20-02	n/a	INTEREST ACCT	94460701	0.04	644,041.27	
08-20-02	n/a	PRINCIPAL ACCT	94460702	0.04	325,958.65	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 1,500,420.49
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	5.38	
04-26-16	n/a	INTEREST ACCT	245113001	N/A	0.00	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 5.38
GRAND TOTAL - FISCAL AGENT CASH						$1,500,426

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$	191,895
Pooled Cash Investments	$	4,432,717
Successor Agency Fiscal Agent Cash	$	1,500,426
Grand total	$	6,125,038

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available. LAIF interest rates are as of November 30, 2022.

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

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF)
November 30, 2022

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
SA ACCOUNT 65-19-035				
Beginning Balance				$ 5,432,717.27
11/21/22		$ (1,000,000.00)		
Subtotal	$ -	$ (1,000,000.00)	$ -	$ 4,432,717.27

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2023-006, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE STATING THE CITY'S INVESTMENT POLICY AND REPEALING RESOLUTION NO. CC 2022-008.**

ISSUE

Adopt Resolution No. CC 2023-006, A Resolution of the City Council of the City of Palmdale stating the City's Investment policy and repealing Resolution No. CC 2022-008.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2023-006 stating the Investment Policy for the City of Palmdale and repeal Resolution No. CC 2022-008.

BACKGROUND

The City Council adopted Resolution No. CC 2022-008 on January 12, 2022, stating the City's Investment Policy. The City reviews the Investment Policy annually and makes changes where necessary. All changes conform to California Government Codes [53600 - 53610].

DISCUSSION

There are no changes to the Investment Policy, however, staff seeks council approval of the policy annually whether changes exist or not per California Government Code 53607, where it states that the code provides the authority for the legislative body of the local agency to invest the funds of the local agency, or to delegate the full responsibility to the treasurer of the local agency for a one-year period.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

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

B. Establish healthy reserves for ongoing replacement and repair of capital while stabilizing the annual spending.

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

Prepared by:	Janelle Samson, Director of Finance
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Interim City Attorney

ATTACHMENTS

Resolution No. CC 2023-006

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE STATING THE CITY'S INVESTMENT POLICY AND REPEALING RESOLUTION NO. CC 2022-008.

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

SECTION 1. Purpose

This Resolution states the City's investment policy which is intended to provide guidelines to the City Treasurer for the prudent investment of the City's temporary idle cash not otherwise governed by bond indentures or bond resolutions, and to outline policies for maximizing the efficiency of the City's cash management system. The goal is to enhance the economic status of the City while protecting its pooled cash. These guidelines do not supersede applicable State laws and City ordinances. A Glossary of investment terms is provided at the end of the resolution for reference.

SECTION 2. Scope

This investment policy applies to the investment of all cash and various funds of the City as identified in the Annual Comprehensive Financial Report, except for the employee's retirement and deferred compensation funds and those cash assets governed by bond indentures or bond resolutions. The following is a list of funds included:

2.1 General Fund

2.2 Special Revenue Funds

2.3 Capital Project Funds

2.4 Trust and Successor Agency Funds not otherwise invested with the Trustee/Fiscal Agent

SECTION 3. Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 Governing bodies of local agencies, or persons authorized to make investment decisions on behalf of the agency, are trustees, and therefore fiduciaries subject to the prudent investor standard. The trustee is required to consider the general

economic conditions and the anticipated needs of the agency when investing, reinvesting, purchasing, acquiring, exchanging, and selling or managing public funds.

3.2 The standard of prudence to be used by investment officials shall be the prudent person standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

SECTION 4. Objectives

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City Treasurer maintains a diversified portfolio to accomplish the primary objectives of safety, liquidity, and yield (in that order of priority).

4.1 Safety: The safety/risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of these. The City seeks to mitigate credit risk by continual monitoring of financial institutions with which it will do business and by careful scrutiny of the credit worthiness of the investment instruments as well as the institutions. Such resources as Moody's Investor, Standard & Poor's and Fitch rating services are utilized for this review. The City seeks to mitigate rate risk through diversification of instruments as well as maturities.

4.2 Liquidity: The portfolio will be structured with sufficient liquidity to allow the City to meet all anticipated cash requirements. This will be accomplished through matching maturities to expected cash needs, the State Local Agency Investment Fund (LAIF), California Asset Management Program (CAMP), and AAA/Aaa rated money market funds with immediate withdrawal provision.

4.3 Yield: A competitive market rate of return is the third objective of the investment program after the fundamental requirements of safety and liquidity have been met.

SECTION 5. Delegation of Authority

California Government Code Section 53607 provides the authority for the legislative body of the local agency to invest the funds of the local agency, or to delegate the full responsibility to the treasurer of the local agency for a one-year period. The legislative body may renew such delegation of authority to the treasurer each year.

5.1 City Council: By adoption of this policy, the City Council has authorized the City Treasurer to invest City surplus funds in accordance with California Government Code Section 53600, et. seq. and to invest Agency bond or COP proceeds in accordance with California Government Code Section 5922(d) and 53601(l). The delegation of authority to the City Treasurer shall remain in effect until it expires or is revoked,

whichever occurs first. The City Treasurer shall make a monthly report to the City Council of all transactions made pursuant to this delegation of authority.

5.2 City Treasurer: The execution of investment transactions on a daily basis will be conducted by the City Treasurer or may be delegated to the Deputy City Treasurer. The City Treasurer has established a system of controls and a segregation of responsibilities of investment functions to assure maintenance of internal control over the investment function.

5.3 The City Treasurer retains the authority to amend the Investment Policy, Guidelines, and Procedures at any time in order to carry out the duties as chief investment officer for the City. Notice of any such required amendment will be given to the Investment Oversight Committee and the City Council.

SECTION 6. Ethics and Conflicts of Interest

Employees involved in the investment of City funds shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair, or appear to impair, their ability to make impartial investment decisions. The City Treasurer shall comply with the reporting requirements of the Political Reform Act of 1974 regarding disclosure of material financial interests and shall file an annual Statement of Economic Interests.

SECTION 7. Authorized Financial Dealers and Institutions

7.1 The City shall transact business only with nationally or state-chartered banks and licensed investment securities dealers. The City Treasurer shall maintain a listing of financial institutions authorized to provide investment services to the City.

7.2 Selection of financial institutions and broker/dealers authorized to engage in transactions with the City shall be at the sole discretion of the City.

7.3 The Treasurer and the Investment Oversight Committee shall obtain information from qualified financial institutions to determine if the institution makes markets in securities appropriate for the City's needs, can assign qualified sales representatives and can provide written agreements to abide by the conditions set forth in the City of Palmdale Investment Policy. Investment accounts with all financial institutions shall be standard non-discretionary accounts and may not be margin accounts.

7.4 All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply to the Treasurer the following: audited financial statements, proof of National Association of Security Dealers certification, proof of state registration, broker/dealer questionnaire, and certification of having read the California Government Code Section 53600 *et seq.* and the City's Investment policy and that all securities offered to the City shall comply fully and in every instance with all provisions of the California Government Code.

7.5 The signatures of two individuals shall be required for the opening and closing of any bank account and broker account (the Treasurer or City Manager, and the Mayor or Mayor Pro Tem). The Accounting Officer, who is independent of the investment function, shall keep a record of all opened and closed accounts. On an annual basis, the Accounting Officer shall provide this list of accounts to the City's independent auditor.

7.6 Public deposits shall be made only in qualified public depositories within the State of California as established by State law. The Federal Deposit Insurance Corporation shall insure deposits, or, to the extent the amount exceeds the insured maximum, shall be collateralized with securities in accordance with State law.

7.7 Whenever possible, investment staff shall obtain a minimum of two quotations, preferably three, prior to entering into an investment transaction. Staff will buy or sell at the price that is most advantageous to the City and meets investment requirements. Treasury bills, treasury notes, and federal agency securities will only require one quotation due to minimal commissions.

SECTION 8. Authorized and Suitable Investments for Surplus Funds

California Government Code Section 53601 defines eligible securities for the investment of surplus funds by local agencies. Surplus funds of the City are invested in compliance with this statute and as further limited in this Investment Policy. In any event, no security may be purchased with a remaining maturity in excess of five years without specific legislative authority.

8.1 Demand deposits of up to $2,000,000 (and $2,500,000 in the aggregate) with Bank of America or Wells Fargo Bank.

8.2 Bank of America Cash Management Sweep Agreement.

8.3 U.S. Government: United States Treasury Bills, Notes, and Bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. The maturity on these investments shall not exceed five years without the prior approval of the Investment Oversight Committee.

8.4 U.S. Government: United States Federal Agency Securities are backed by the implied support of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. The maturity on these investments shall not exceed five years without the prior approval of the Investment Oversight Committee.

8.5 Municipal Obligations: Bonds, notes, warrants, or other evidence of indebtedness of the State of California or of any local agency within the State of California. A maximum of 10 percent may be invested in municipal obligations. The maturity on these investments shall not exceed State investment guidelines of five years without the prior approval of the Investment Oversight Committee. In addition, the issuer itself must meet the minimum State investment guidelines of having a minimum credit rating of "A" or

equivalent by two of the three major rating agencies (Moody's, Standard & Poor's, and Fitch).

8.6 Corporate Notes: Medium Term Corporate Notes, with a maximum maturity of five years may be purchased. Securities eligible for investment shall be rated A or better by Moody's or Standard & Poor's rating services. A maximum of 15 percent of the portfolio may be invested in medium term corporate notes.

8.7 Bankers Acceptances: Bills of exchange or time drafts drawn on and accepted by commercial banks, which are eligible for purchase by the Federal Reserve System, are known as banker's acceptances. Purchases of these instruments may not exceed 180 bankers days maturity. A maximum of 2 percent may be invested in the bankers acceptances of any one commercial bank except the two banks listed in Section 8.1 above, in which case the limit, when aggregated with the funds in demand deposits in any one of those two banks, will not be more than 40 percent of the City's total invested funds.

8.8 Certificates of Deposit (CDs): Certificates of deposit or "time deposits" of up to $250,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. Statute does not limit CDs; however, this Investment Policy shall limit such investments to a maximum of 25 percent of the portfolio and to a maximum of 15 percent deposited in any one institution. In addition, time deposits shall be placed in institutions meeting all capital requirements and rated" AA" or higher by two of the three major rating agencies (Moody's, Standard & Poor's, and Fitch) for any deposits over $250,000.

If a local bank does not have two ratings from two of the three rating agencies that are double AA or higher (Moody's, Standard & Poor's, and Fitch), then the City Treasurer will use alternative methods to determine the financial strength of the local bank when depositing over $250,000. The alternative methods will include a review of the latest three-year earnings trend and a review of the ratios showing bank capital as a percentage of weighted assets and average assets. These ratios are shown in the audited annual report for each bank and will be reviewed annually. The Federal Deposit Insurance Corporation (FDIC) issues standards for the determination of well capitalized.

Investments in local banks will be limited to banks that are well capitalized as exhibited in the audited annual report. Initial investments with local banks will be no more than $250,000. Additional amounts may be invested with local banks subject to the approval of City Council. The maximum allowable investment in any local bank will be $1,000,000. The maximum allowable investment for local banks will be reviewed annually and may be adjusted up or down subject to City Council approval.

Investments in the CDARS program are permitted. CDARS, the Certificate of Deposit Account Registry Service, is an investment vehicle established to allow investing participants to have full federal insurance on deposits up to $50 million and to earn one

interest rate per deposit. A deposit is placed with a network member institution that uses CDARS to place the deposit into several certificates of deposits issued by network banks. The maximum placed into each certificate of deposit by the network member institution is $250,000 to ensure full federal insurance by the FDIC.

8.9 Mutual Funds: Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Section 53600, et. seq., and complying with Section 53630, are permitted investments. Section 53601(k) further defines requirements. A maximum of 15 percent of the portfolio may be so invested in funds that have the highest rating (e.g., AAA) provided by two of the three major rating agencies (Moody's, Standard & Poor's, and Fitch).

8.10 Local Agency Investment Fund (LAIF): The Local Agency Investment Fund has been established by the State Treasurer for the benefit of local agencies. The City may invest up to the maximum permitted by the LAIF.

8.11 Capital Asset Management Program (CAMP): Pooled money market investment program has been established by California public agents (board of trustees) for the benefit of local agencies. The Pool is a permitted investment for all local agencies under California Government Code Section 53601(p). The City may invest up to the maximum permitted by the CAMP.

8.12 Ineligible Investments: Investments not described herein, including but not limited to common stocks and financial futures contracts and options, are prohibited in this fund. Additionally, the Treasurer shall not invest in reverse floaters, range notes, or interest only strips that are derived from a pool of mortgages, nor may the Treasurer invest in any security that could result in zero interest accrued if held to maturity.

8.13 Permitted Investments Summary:

Investment Type	Maximum Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements
Demand Deposits with Bank of America or Wells Fargo Bank	N/A	$2 million each or $2.5 million in aggregate	N/A
Overnight banks investment pools that invest solely in Investments allowable under this policy	N/A	10%	None
U.S. Treasury bonds/notes/bills	5 years	None	None
U.S. Government Agency obligations	5 years	None	None

Municipal Obligations	5 years	10%	"A" rating
Bankers' acceptances	180 days	40%	Federal Reserve eligible
Certificates of deposit	5 years	25%	"AA" rating above $250,000 deposit
Mutual Funds	N/A	15%	"AAA" rating
Local Agency Investment Fund (LAIF) (not to exceed $65,000,000 per account)	N/A	None	None
California Asset Management Program (CAMP) (not to exceed $65,000,000 per account)	N/A	None	None

SECTION 9. Authorized and Suitable Investments for Bond or COP Proceeds

California Government Code Section 5922 authorizes "Investment Securities", "Permitted Investments", or "Qualified Investments" defined in the Bond or COP documentation for each issuance. This Code Section was enacted in recognition of the unique needs inherent in the investment of these proceeds. In addition to the investments authorized for the City's surplus funds in Section 8 above, the bond indenture can expand the investments in accordance with the documents to include such investment instruments such as Investment Agreements as defined in the documentation as per California Government Codes 53601(l) and 5922(d).

SECTION 10. Collateral

The issue of collateral requirements is addressed in California Code Section 53652. All active and inactive deposits must be secured at all times with eligible securities in securities pools pursuant to Sections 53656 and 53657. Eligible securities held as collateral shall have a market value in excess of the total amount of all deposits of a depository as follows:

* Government securities, at least 10 percent in excess
* Mortgage-backed securities, at least 50 percent in excess
* Letters of credit, at least 5 percent in excess

SECTION 11. Safekeeping and Custody

All security transactions entered by the City shall be conducted on a delivery versus payment or debit checking basis, whichever is more beneficial to the City. A third-

party custodian designated by the City Treasurer and evidenced by safekeeping receipts will hold securities.

SECTION 12. Diversification

To reduce portfolio risk while attaining market average rates, type and institution will suitably diversify the City's portfolio.

12.1 Security Type and Institution: With the exception of U.S. Treasury securities, U.S. Federal Agency Securities, and authorized pools, no more than 50 percent of the total portfolio will be invested in a single security type and no more than 15 percent with a single financial institution. Investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

12.2 Maximum Maturities: To the extent possible, the City Treasurer will attempt to match investments with anticipated cash flow requirements. The City's surplus portfolio will not be directly invested in securities that mature more than five years from the date of purchase. Reserve funds of bond or COP issues may be invested in instruments exceeding the five years in accordance with bond documents adopted by Council (maturity of such investments should coincide as nearly as practicable with expected use of funds).

SECTION 13. Internal Control

The City Treasurer shall provide for an annual review by an external independent auditor. This review will provide internal control by assuring compliance with the City's investment policies and procedures.

SECTION 14. Investment Oversight Committee

There is hereby created an Investment Oversight Committee consisting of the City Manager, City Treasurer, City Attorney, one rotating Council member, and the Mayor. Members of the Committee shall serve without additional compensation and shall meet at least quarterly to determine general strategies and to monitor results. The Committee shall include in its deliberations such topics as portfolio diversification, maturity structure, potential risks to City funds, authorized depositories, brokers and dealers, the target rate of return on investments, and such other topics as it may determine or as may be directed by the City Council. Any two members of the

Committee may request a special meeting. Four members shall constitute a quorum. The Committee shall establish its own rules of procedure. Minutes will be prepared for all Investment Committee meetings.

SECTION 15. Performance Standards

The City's investment portfolio shall be maintained to obtain a market average rate of return during various economic cycles. The rate of return will consider the City's constraints on investment risk and the City's cash flow needs. The City's investment strategy is active. Given this strategy, the criteria applied by the City Treasurer to

determine whether market yields are being achieved shall be the six-month United States Treasury Bill rate.

SECTION 16. Reporting

The City Treasurer shall prepare and present a monthly report to the City Manager and the City Council. This report shall be provided for all City and Successor Agency to the Community Redevelopment Agency pooled investments, as well as for Certificates of Participation, Revenue Bonds, Tax Allocation Bonds, Assessment Districts and Community Facilities District accounts that are managed by outside Fiscal Agents. The report shall contain the following information.

16.1 Cash receipts, disbursements and balances in total.

16.2 A summary of the portfolio at month end.

16.3 Information regarding interest earnings.

16.4 Reconciliation of cash disbursements.

16.5 A statement that provides the source of the market value presented.

16.6 A statement of compliance with investment policy, including a schedule of any transactions or holdings, which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.

16.7 A statement of the City's ability to meet its expenditure requirements for the next six months.

16.8 Each quarter a supplement to the monthly report shall be prepared which details the following information for all City and Successor Agency to the Community Redevelopment Agency pooled investments under the management of the City.

- A listing of cost and market value of the portfolio.
- A listing of individual investment transactions during the month as required by Government Code section 53607.
- A listing showing par value, cost and accurate and complete market value of each investment type of investment, issuer, interest rate, maturity date and the weighted average maturity.

SECTION 17. Investment Policy Review

In addition to the reports described in Section 16, the City Treasurer must submit annually to the City Council, and to the Investment Oversight Committee, a statement of investment policy. This statement must be reviewed by the Investment Oversight

Committee and considered by the City Council at a public meeting. Any change in the City's investment policy must also be considered by the City Council at a public meeting.

SECTION 18. Repeal

Resolution No. CC 2022-008, adopted on January 12, 2022, is hereby repealed in its entirety.

SECTION 19. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 11th day of January 2023.

_____
Laura Bettencourt, Mayor

Approved as to form:

ATTEST:

_____
Scott E. Porter
Interim City Attorney

_____
Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 11th day of January 2023 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____

_____
Rochelle Scott, Acting City Clerk

GLOSSARY

AGENCIES: Federal agency securities.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): The official annual report for the City of Palmdale. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: A basis point equals one one-hundredth of 1% (.01%).

BID: The price offered for securities:

BOOK ENTRY SECURITIES: All U.S. Treasury and Federal Agencies are maintained on computerized records at the Federal Reserve now known as "wireable" securities.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CALIFORNIA ASSET MANAGEMENT PROGRAM: Pooled money from various California public agencies that invests in obligations of the United States Government and its agencies, high-quality, short-term debt obligations of U.S. companies and financial institutions. The Pool is a permitted investment for all local agencies under California Government Code Section 53601(p).

CDARS: The Certificate of Deposit Account Registry Service is an investment vehicle established to allow investing participants to have full federal insurance on deposits up to $50 million and to earn one interest rate per deposit. A deposit is placed with a network member institution that uses CDARS to place the deposit into several certificates of deposits issued by network banks. The maximum placed into each certificate of deposit by the network member institution is $250,000 to ensure full federal insurance by the FDIC.

COLLATERAL: Securities, evidence of deposit or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

COMMERCIAL PAPER (CP): An unsecured promissory note with a fixed maturity no longer than 270 days. Public offerings are exempt from SEC registration. The largest issuers include General Motors Acceptance Corporation (GMAC), General Electric Capital Corporation (GECC) and other major corporations.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DEBENTURE: A bond secured only by the general credit of the issuer.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL AGENCY SECURITIES: Debt instruments issued by federal credit agencies; fully backed by the U.S. government guarantee but not by its full faith and credit.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL FUNDS: Non-interest-bearing deposits held by member banks at the Federal Reserve. Also used to denote "immediately available" funds in the clearing sense. "Fed Funds" also used to refer to these funds.

FEDERAL FUNDS RATE: The rate of interest at which Federal funds are traded. The Federal Reserve through open-market operations currently pegs this rate.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC): A U.S. Corporation and instrumentality of the U.S. government. Through its purchases of conventional mortgages, it provides liquidity to the mortgage markets, much like FNMA. FHLMC's securities are highly liquid and widely accepted. FHLMC assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loans associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-throughs are often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM CORPORATE NOTE: A corporate debt instrument that is continuously offered to investors over a period of time by an agent of the issuer. Investors can select from maturity bands of: 9 months to 1 year, more than 1 year to 18 months, more than 18 months to 2 years, etc., up to 30 years.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank, as directed by the FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIME RATE: The rate at which banks lend to their best or "prime" customers. Also known as the "reference rate."

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state (the so-called legal list). In other states, the trustee may invest in a security if it is one which would be brought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which was segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Federal Reserve Bank is said to be doing RP, it is lending money that is increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the banks' vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SEC RULE 15C3-1: See uniform net capital rule.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SETTLEMENT DATE: The date on which a trade is cleared by delivery of securities against funds. This date may be the same as the trade date or later.

TRADE DATE: The date on which a transaction is initiated or entered into by the buyer and seller.

TREASURY BILL: A non-interest bearing (discount) security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term U.S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities. This is one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

WHEN-ISSUED TRADES: Typically, there is a delay between the time a new bond is announced and sold, and the time when it is actually issued. During this interval, the security trades "wi", "when, as, and if issued."

YIELD: The rate of annual income returns on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

YIELD TO MATURITY: The rate of return yielded by a debt security held to maturity when both interest payments and the investor's capital gain or loss on the security are taken into account.

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER'S OFFICE**

FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2023-007, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE STATING THE INVESTMENT POLICY FOR CITY CONTRIBUTIONS TO THE RETIREE HEALTH REIMBURSEMENT ARRANGEMENT (HRA) PLAN AND THE RETIREE HEALTH PREMIUM SUPPLEMENT (HPS) PLAN AND REPEALING RESOLUTION NO. CC 2022-009.**

ISSUE

Adopt Resolution No. CC 2023-007, A Resolution of the City Council of the City of Palmdale stating the City's Investment policy for City contributions to the Retiree HRA and the Retiree HPS Plan and repealing Resolution No. CC 2022-009.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2023-007 Investment Policy for City Contributions to the Retiree HRA Plan and the Retiree HPS Plan and repeal Resolution No. CC 2022-009.

BACKGROUND

The City Council adopted Resolution No. CC 2022-009 on January 12, 2022, stating the Investment Policy for City contributions to the Retiree HRA and Retiree HPS Plan. The City reviews the Retiree Investment Policy annually and makes changes where necessary.

DISCUSSION

There are no changes to the Investment Policy, which currently conforms to California Government Codes, however, staff seeks council approval of the policy annually whether changes exist or not per California Government Code 53607, where it states that the code provides the authority for the legislative body of the local agency to invest the funds of the local agency, or to delegate the full responsibility to the treasurer of the local agency for a one-year period.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.
B. Establish healthy reserves for ongoing replacement and repair of capital while stabilizing the annual spending.
D. Pursue alternative financing opportunities for continued infrastructure improvements and quality community programs.

Prepared by:	Janelle Samson, Director of Finance
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Interim City Attorney

ATTACHMENTS

Resolution No. CC 2023-007

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE STATING THE INVESTMENT POLICY FOR CITY CONTRIBUTIONS TO THE RETIREE HEALTH REIMBURSEMENT ARRANGEMENT (HRA) PLAN AND THE RETIREE HEALTH PREMIUM SUPPLEMENT (HPS) PLAN AND REPEALING RESOLUTION NO. CC 2022-009.

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

SECTION 1. Purpose

This Resolution states the City's investment policy for contributions and earnings accumulated under the Retiree HRA Plan and the Retiree HPS Plan Trusts, which have been adopted by the City Council of the City of Palmdale to assist in meeting applicable funding requirements for the future payment of other post-employment benefit obligations (generally referred to as **"OPEB Liability"**). The Investment Policy Statement is intended to provide guidelines to the City Treasurer and the authorized Investment Advisor for the prudent investment of the City's Retiree HRA and HPS Plan contributions and earnings.

This Investment Policy Statement shall be consistent with the governing law, including the Internal Revenue Code of 1986 as amended from time to time (the "Code"), applicable provisions of Governmental Accounting Standards Board Statement Nos. 43 and 45, California laws, including applicable provisions of the California Government Code and City ordinances. A Glossary of investment terms is provided at the end of the resolution for reference.

SECTION 2. Scope

This investment policy applies to the investment of all cash and various funds of the City as identified in the adopted budget document for the purpose of funding the City OPEB Liability.

2.1 Funding sources for this purpose will include the General Fund, Successor Agency to the Community Redevelopment Agency of the City of Palmdale Funds, and Special Revenue Funds through which participants are financed.

2.2 Participant GROUPS 1, 2, and 3 are defined in the Retiree HRS and Retiree HPS Plan documents.

2.3 Investment strategies for this purpose are as follows:

a) Participant directed investment portfolio choices (age-based custom portfolio or self-directed alternative) – This investment strategy for

contributions and earnings applies to the Retiree HRA Plan Trust and encompasses Group 2 Employees that elect the defined contribution option and Group 3 Employees. Employees in these Groups must have met the age and years of service requirements for vesting purposes.

b) Plan Sponsor directed portfolio using a 5-year Treasury benchmark – This investment strategy for contributions and earnings applies to the Retiree HRA Plan Trust and encompasses Group 2 Employees that elect the defined contribution option and Group 3 Employees. Employees in these Groups subject to this investment strategy have not yet met the age and years of service requirements for vesting purposes.

c) Plan Sponsor directed long-term diversified portfolio – This investment strategy for contributions and earnings applies to the Retiree HPS Plan Trust and encompasses eligible Group 1 Retirees and eligible Group 2 Employees that elected the defined benefit option.

SECTION 3. Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 Governing bodies of local agencies, or persons authorized to make investment decisions on behalf of the agency, are trustees, and therefore fiduciaries subject to the prudent investor standard. The trustee is required to consider the general economic conditions and the anticipated needs of the agency when investing, reinvesting, purchasing, acquiring, exchanging, and selling or managing public funds.

3.2 The standard of prudence to be used by investment officials shall be the prudent person standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

SECTION 4. Objectives

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City Treasurer and authorized Investment Advisor maintain a diversified portfolio to accomplish the primary objectives of safety, liquidity, and yield (in that order of priority).

4.1 Safety: The safety/risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of these. The City seeks to mitigate credit risk by continual monitoring of financial institutions with which it will do business and by careful scrutiny of the credit worthiness of the investment instruments as well as

the institutions. Such resources as Moody's Investor, Standard & Poor's and Fitch rating services are utilized for this review. The City seeks to mitigate rate risk through diversification of instruments as well as maturities.

4.2 Liquidity: The portfolio will be structured with sufficient liquidity to allow the City/Agency to meet all anticipated cash requirements. This will be accomplished through matching maturities to expected cash needs and AAA/Aaa rated money market funds with immediate withdrawal provision.

4.3 Yield: A competitive market rate of return is the third objective of the investment program after the fundamental requirements of safety and liquidity have been met.

SECTION 5. Delegation of Authority

Notwithstanding Section 53601 or 53635, the governing body of a local agency may invest funds designated for the payment of retiree health benefits in any form or type of investment deemed prudent by the governing body pursuant to Section 53622.

5.1 City Council: By adoption of this policy, the City Council has authorized the City Treasurer and the authorized Investment Advisor to invest Retiree HRA and HPS Plan contributions and earnings in accordance with California Government Code Section 53622.

5.2 City Treasurer: The execution of investment transactions on a daily basis will be conducted by the authorized Investment Advisor under the direction of the City Treasurer. The City Treasurer has established a system of controls and a segregation of responsibilities of investment functions to assure maintenance of internal control over the investment function.

5.2 The City Treasurer retains the authority to amend the Investment Policy, Guidelines, and Procedures at any time in order to carry out the duties as chief investment officer for the City. Notice of any such required amendment will be given to the Investment Oversight Committee and the City Council.

SECTION 6. Ethics and Conflicts of Interest

Employees and authorized persons involved in the investment of City funds shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair, or appear to impair, their ability to make impartial investment decisions. The City Treasurer shall comply with the reporting requirements of the Political Reform Act of 1974 regarding disclosure of material financial interests, and shall file an annual Statement of Economic Interests.

SECTION 7. Authorized Financial Dealers and Institutions

7.1 The City shall transact business only with nationally or state-chartered banks and licensed investment securities dealers. The City Treasurer shall maintain a listing of financial institutions authorized to provide investment services to the City.

7.2 Selection of financial institutions and broker/dealers authorized to engage in transactions with the City shall be at the sole discretion of the City.

7.3 The City Treasurer, the authorized Investment Advisor, and the Investment Oversight Committee shall obtain information from qualified financial institutions to determine if the institution makes markets in securities appropriate for the City's needs, can assign qualified sales representatives and can provide written agreements to abide by the conditions set forth in the City of Palmdale Investment Policy. Investment accounts with all financial institutions shall be standard non-discretionary accounts and may not be margin accounts.

7.4 The signatures of two individuals shall be required for the opening and closing of any bank account and broker account (the City Treasurer or City Manager, and the Mayor or Mayor Pro Tem). The Accounting Officer, who is independent of the investment function, shall keep a record of all opened and closed accounts. On an annual basis, the Accounting Officer shall provide this list of accounts to the City independent auditor.

SECTION 8. Authorized and Suitable Investments for Retiree HRA and HPS Plan Contributions and Earnings

California Government Code Section 53622 defines eligible securities for the investment of retiree health benefits. Retiree HRA and HPS Plan contributions and earnings of the Trusts will be invested in compliance with this statute and as further limited by this Investment Policy.

8.1 U.S. Government: United States Treasury Bills, Notes, and Bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. The maturity on these investments shall not exceed five years without the prior approval of the Investment Oversight Committee.

8.2 U.S. Government: United States Federal Agency Securities are backed by the implied support of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. The maturity on these investments shall not exceed five years without the prior approval of the Investment Oversight Committee.

8.3 Bankers Acceptances: Bills of exchange or time drafts drawn on and accepted by commercial banks, which are eligible for purchase by the Federal Reserve System, are known as banker's acceptances. Purchases of these instruments may not exceed 180 bankers days maturity. A maximum of 2 percent may be invested in the bankers acceptances of any one commercial bank.

8.4 Certificates of Deposit (CDs): Certificates of deposit or "time deposits" of up to $250,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or

collateral of at least 150 percent if mortgage-backed securities. Statute does not limit CDs, however, this Investment Policy shall limit such investments to a maximum of 30 percent of the portfolio and to a maximum of 15 percent deposited in any one institution. In addition, time deposits shall be placed in institutions meeting all capital requirements and rated "AA" or higher by two of the three major rating agencies (Moody's, Standard & Poor's, and Fitch) for any deposits over $250,000.

8.5 Mutual Funds: Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Section 53622. A maximum of 20 percent of the portfolio may be so invested in any individual fund.

8.6 Ineligible Investments: Investments not described herein, including but not limited to common stocks and financial futures contracts and options, are prohibited in this fund. Additionally, the City Treasurer shall not invest in reverse floaters, range notes, or interest only strips that are derived from a pool of mortgages, nor may the City Treasurer invest in any security that could result in zero interest accrued if held to maturity.

SECTION 9. Diversification

In an effort to reduce portfolio risk while attaining market average rates, type and institution will suitably diversify the Trust portfolio.

9.1 Security Type and Institution: With the exception of U.S. Treasury securities and U.S. Federal Agency Securities, no more than 50 percent of the total portfolio will be invested in a single security type and no more than 15 percent with a single financial institution. Investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

9.2 Maximum Maturities: To the extent possible, the City Treasurer and the authorized Investment Advisor will attempt to match investments with anticipated cash flow requirements. The Trusts' portfolio will not be directly invested in securities that mature more than five years from the date of purchase.

9.3 Diversification Parameters:

Investment Strategy	Cash	Fixed income*	Domestic Equities	Foreign Equities
Participant Directed – Self Directed	Participant Driven Allocation			
Participant Directed – Age Based	Allocation determined via actuarial age-based algorithm			
Plan Sponsor Directed – 5 Yr Treasury	0%-100%	0%-100%	0%-20%	0%-10%
Plan Sponsor Directed – LT Portfolio	0%-50%	40%-60%	40%-60%	5%-20%

*See Section 8 for specific fixed income category parameters

Domestic Equity Asset Class Parameters	Allocation
Large Cap	20%-40%
Mid Cap	10%-30%
Small Cap	5%-20%

SECTION 10. Internal Control

The City Treasurer shall provide for an annual review by an external independent auditor. This review will provide internal control by assuring compliance with the City's investment policies and procedures.

SECTION 11. Investment Oversight Committee

There is hereby created an Investment Oversight Committee consisting of the City Manager, City Treasurer, City Attorney, one rotating Council member, and the Mayor. Members of the Committee shall serve without additional compensation and shall meet at least quarterly to determine general strategies and to monitor results. The Committee shall include in its deliberations such topics as portfolio diversification, maturity structure, potential risks to City funds, authorized depositories, brokers and dealers, the target rate of return on investments, and such other topics as it may determine or as may be directed by the City Council Board. Any two members of the Committee may request a special meeting. Four members shall constitute a quorum. The Committee shall establish its own rules of procedure. Minutes will be prepared for all Investment Committee meetings.

SECTION 12. Performance Standards

12.1 Mutual Funds & Separate Accounts: In populating its recommended Managed Portfolio(s), the Investment Consultant can make recommendations from publicly traded mutual funds, separate accounts, and bank collective trust funds subject to the following limitations:

d) Active and Passive (Index) Investment Management will be used together.
e) Minimum Investment Option Age will be 3 Years and Minimum Management Tenure (Asset Class Experience) will be 3 Years.
f) Minimum assets under management must be equal to or greater than $100 Million.
g) Published Expense Ratios must be equal to or less than 125% of peer group.

12.2 Managed Portfolio Performance Metrics: The Managed Portfolio(s) point specific return benchmark will be the S&P 500 Index and the Barclays Aggregate U.S. Bond Index combined to create a portfolio of equivalent allocation to the Managed Portfolio being measured.

12.3 Fixed Income & Structured Product Performance Metrics: To the extent that they are used in this plan's portfolio, individual fixed income securities and/or structured products shall be monitored against mutual fund data related to intermediate bond peer group performance.

12.4 Mutual Fund & Separate Account Performance Metrics:

a) Investment out performance, over rolling periods of time, compared to peer group: One Year, Three Years, and Five Years – 50% of the time.
b) Point specific investment performance relative to peer group: Percentile Rank for One Year, Three Years, and Five Years – 50% or greater.
c) Point specific investment performance relative to specific asset class index over a five-year period.
d) Style Consistency will be reported as "Pass" or "Fail." The allowable period of deviation will be two quarters.
e) Sharpe Ratio and Alpha will be equal to or greater than that of peer group. Standard Deviation will not be applicable.

SECTION 13. Watchlist Review

13.1 While all of the Performance Metrics For Quarterly Investment Review are relevant to the subject of a Watchlist, none of them alone or in combination with others absolutely requires putting an Investment Option on Watchlist. With that caveat, the general chronology of this Investment Policy Statement's Watchlist shall be:

	Quarter	Quarter Following		
Formally putting an Investment Option on Watchlist	☑ 1st			
Review Watchlist Status		☑ 2nd	☐ 3rd	☐ 4th
Review Investment Option Alternatives		☐ 2nd	☑ 3rd	☐ 4th
Select Investment Option Replacement		☐ 2nd	☑ 3rd	☐ 4th

13.2 An Investment Option can be removed from Watchlist status for one of three reasons:

a) The Performance Metrics For Quarterly Investment Review of an Investment Option change so that it meets the Performance Metrics;
b) The Investment Committee understands why the Investment Option is not meeting a stated Performance Metric and is comfortable that the Investment Option is still meeting the objectives for which it was chosen; or
c) The Investment Committee replaces the Investment Option.

SECTION 14. Reporting

The authorized Investment Advisor shall prepare on a quarterly basis reports that highlight the current portfolio allocation, time-weighted performance and any transactions

that occurred during the quarter. The advisor will also prepare a quarterly fiduciary review packet that analyzes the plan's current investments to its investment policy statement. The plan's trust provider will also provide monthly trust reports that outline the plan's asset allocation and any transactions that occurred during the month.

SECTION 15. Investment Policy Review

The City Treasurer must submit annually to the City Council, and to the Investment Oversight Committee, a statement of investment policy. This statement must be reviewed by the Investment Oversight Committee and considered by the City Council at a public meeting. Any change in the City's investment policy must also be considered by the City Council at a public meeting.

SECTION 16. Repeal

Resolution No. CC 2022-009, adopted on January 12, 2022, is hereby repealed in its entirety.

SECTION 17. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 11th day of January 2023.

	_____
Approved as to form:	Laura Bettencourt, Mayor
	ATTEST:
_____	_____
Scott E. Porter Interim City Attorney	Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 11th day of January 2023 by the following roll call vote:

AYES:_____

NOES:_____

ABSTAIN:_____ABSENT: _____

Date: _____ _____
Rochelle Scott, Acting City Clerk

GLOSSARY

AGENCIES: Federal agency securities.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): The official annual report for the City of Palmdale. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: A basis point equals one one-hundredth of 1% (.01%).

BID: The price offered for securities:

BOOK ENTRY SECURITIES: All U.S. Treasury and Federal Agencies are maintained on computerized records at the Federal Reserve now known as "wireable" securities.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

COLLATERAL: Securities, evidence of deposit or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COMMERCIAL PAPER (CP): An unsecured promissory note with a fixed maturity no longer than 270 days. Public offerings are exempt from SEC registration. The largest issuers include General Motors Acceptance Corporation (GMAC), General Electric Capital Corporation (GECC) and other major corporations.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DEBENTURE: A bond secured only by the general credit of the issuer.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL FUNDS: Non-interest bearing deposits held by member banks at the Federal Reserve. Also used to denote "immediately available" funds in the clearing sense. "Fed Funds" also used to refer to these funds.

FEDERAL FUNDS RATE: The rate of interest at which Federal funds are traded. The Federal Reserve through open-market operations currently pegs this rate.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC): A U.S. Corporation and instrumentality of the U.S. government. Through its purchases of conventional mortgages, it provides liquidity to the mortgage markets, much like FNMA. FHLMC's securities are highly liquid and widely accepted. FHLMC assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned

corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loans associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. GNMA securities are backed by FHA, VA or FMHM mortgages. The term pass-throughs are often used to describe Ginnie Mae’s.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank, as directed by the

FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIME RATE: The rate at which banks lend to their best or "prime" customers. Also known as the "reference rate."

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state (the so-called legal list). In other states, the trustee may invest in a security if it is one which would be brought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which was segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Federal Reserve Bank is said to be doing RP, it is lending money that is increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the banks' vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SEC RULE 15C3-1: See uniform net capital rule.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SETTLEMENT DATE: The date on which a trade is cleared by delivery of securities against funds. This date may be the same as the trade date or later.

TRADE DATE: The date on which a transaction is initiated or entered into by the buyer and seller.

TREASURY BILL: A non-interest bearing (discount) security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term U.S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities. This is one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

WHEN-ISSUED TRADES: Typically, there is a delay between the time a new bond is announced and sold, and the time when it is actually issued. During this interval, the security trades "wi", "when, as, and if issued."

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

YIELD TO MATURITY: The rate of return yielded by a debt security held to maturity when both interest payments and the investor's capital gain or loss on the security are taken into account.

Successor Agency Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE CHAIR AND DIRECTORS**

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

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. SA 2023-001, A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 23-24) FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024.**

ISSUE

Adopt Resolution No. SA 2023-001 a Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale approving the Recognized Obligation Payment Schedule (ROPS 23-24) for the period of July 1, 2023 through June 30, 2024.

RECOMMENDATION

Staff recommends that the Successor Agency to the Community Redevelopment Agency of the City of Palmdale adopt Resolution No. SA 2023-001 approving the Recognized Obligation Payment Schedule (ROPS 23-24) for the period of July 1, 2023 through June 30, 2024.

BACKGROUND

Assembly Bill 1X 26 (AB 26) was signed by the Governor on June 28, 2011 and upheld as constitutional by the California Supreme Court. On June 27, 2012, the Governor signed Assembly Bill 1484 (AB 1484). AB 26 and AB 1484 (together the Dissolution Bills) made sweeping changes to California Redevelopment Law eliminating redevelopment agencies statewide, establishing successor agencies, and requiring the successor agencies to pay, perform and enforce the enforceable obligations of the former redevelopment agencies and to wind down the affairs of the former redevelopment agencies.

Section 34177(l) of the Dissolution Bills requires the Successor Agency to prepare a Recognized Obligation Payment Schedule (ROPS) listing the enforceable obligations of the former Redevelopment Agency. Section 34177(l) further requires that (i) the ROPS shall be submitted to the county administrative officer, the Los Angeles County Auditor-

Controller (Auditor-Controller) and the State Department of Finance (Department of Finance) at the same time that the Successor Agency submits the ROPS to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for approval; (ii) the ROPS shall be submitted to and duly approved by the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board; (iii) the approved ROPS shall be posted on the Successor Agency's website; and (iv) the approved ROPS shall be submitted to the Auditor Controller, the State Controller and the State Department of Finance.

Section 34180 of the Dissolution Bills (Section 34180) requires certain successor agency actions to be approved by the oversight board, including Section 34180(c) "Setting aside of amounts in reserves as required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds." The attached ROPS 22-23 details amounts in accordance with Section 34180(c).

The attached ROPS 23-24 also includes an enforceable obligation for the repayment of the Educational Revenue Augmentation Fund ("ERAF") and Supplemental Educational Revenue Augmentation Fund ("SERAF") loans borrowed from the former Redevelopment Agency's Low and Moderate Income Housing Fund.

DISCUSSION

The attached Resolution No. SA 2023-001 seeks approval to the setting aside of funds as detailed in ROPS 23-24 in accordance with Section 34180(c) to comply with bond documents.

Resolution No. SA 2023-001 also seeks approval of ROPS 23-24, and authorization and direction for the Executive Director, or his designee, to: (i) submit the Successor Agency approved ROPS 23-24 to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for its review and approval and to concurrently submit ROPS 23-24 to the county administrative officer, the Auditor-Controller and the Department of Finance; (ii) submit the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board approved ROPS 23-24 to the Auditor Controller, the State Controller, the Department of Finance and any and all other entities as necessary or appropriate; (iii) post the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board approved ROPS 23-24 on the City's website; and (iv) take any and all other actions and execute any and all such other documents as are necessary, convenient or appropriate to comply with the Dissolution Bills, and to effectuate the intent of this Resolution on behalf of the Successor Agency.

FISCAL IMPACT

The total payments estimated during the one-year period of ROPS 23-24 is $16,348,878, of which $10,956,047 is expected to be funded by Redevelopment Property Tax Trust Funds (RPTTF) to be received from the Los Angeles County Auditor Controller (including Administrative Cost Allowance), $5,337,744 is from reserve balance funds, and $55,087 is from other funds. Amounts are budgeted in various areas of the Successor Agency and Housing Successor Agency budgets.

STRATEGIC PLAN

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

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

Prepared by:	Willy Galindo, Senior Financial Analyst
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim Executive Director
Approved as to form:	Scott Porter, Interim General Counsel

ATTACHMENTS

- Resolution No. SA 2023-001
- Exhibit A - Palmdale Annual ROPS 23-24

SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. SA 2023-001

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 23-24) FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024.

WHEREAS, the Community Redevelopment Agency of the City of Palmdale ("Redevelopment Agency") was a redevelopment agency in the City of Palmdale ("City"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with SECTION 33000) of Division 24 of the California Health and Safety Code) ("Redevelopment Law"); and

WHEREAS, the City Council has adopted redevelopment plans for Palmdale's redevelopment project areas, and from time to time, the City Council has amended such redevelopment plans; and

WHEREAS, the Redevelopment Agency was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill 1X 26 ("AB 26") was signed by the Governor on June 28, 2011 and upheld to be constitutional by the California Supreme Court on December 29, 2011; and

WHEREAS, AB 26 made certain changes to the California Community Redevelopment Law (Part 1 (commencing with SECTION 33000) of Division 24 of the California Health and Safety Code), including adding Part 1.8 (commencing with SECTION 34161) and Part 1.85 (commencing with SECTION 34170) ("Part 1.85") to Division 24 of the California Health and Safety Code ("Health and Safety Code"); and

WHEREAS, on February 1, 2012, as a result of the Supreme Court's decision, all California redevelopment agencies were dissolved, successor agencies were established as successor agencies to the former redevelopment agencies pursuant to Health and Safety Code SECTION 34173, and successor agencies are tasked with paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and winding down the affairs of the former redevelopment agencies; and

WHEREAS, on June 27, 2012, the Governor of California signed Assembly Bill 1484 ("AB 1484") into law, making several substantive and technical amendments to AB 26 (AB 26 and AB 1484 together referred to as the "Dissolution Bills"); and

WHEREAS, on January 4, 2012, the City Council adopted Resolution No. CC 2012-002 declaring itself as the Successor Agency to the Community Redevelopment Agency of the City of Palmdale (“Successor Agency”) upon the dissolution of the Redevelopment Agency; and

WHEREAS, on April 4, 2012 the City Council, acting in its capacity as the Successor Agency, adopted Resolution No. CC 2012-041 SA naming itself the “Successor Agency to the Community Redevelopment Agency of the City of Palmdale”, the sole name by which it will exercise its powers and fulfill its duties pursuant to Part 1.85 of AB 26, and establishing itself as a separate legal entity with rules and regulations that will apply to the governance and operations of the Successor Agency; and

WHEREAS, pursuant to Health and Safety Code Section 34179 (q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts; and

WHEREAS, the Fifth Supervisorial District Consolidated Oversight Board ("Fifth District Consolidated Oversight Board") has jurisdiction over the Successor Agency of the Former Redevelopment Agency to the City of Palmdale; and

WHEREAS, the Fifth District Consolidated Oversight Board held a regular/special meeting on January 12, 2023; and

WHEREAS, Health & Safety Code SECTION 34177(l) (“SECTION 34177(l)”) requires the Successor Agency to prepare, a forward-looking Recognized Obligation Payment Schedule (ROPS) listing the enforceable obligations of the former Redevelopment Agency that are due in the next annual period; and

WHEREAS, SECTION 34177(l), as amended by AB 1484, also provides that (i) the ROPS shall be submitted to the county administrative officer, the Los Angeles County Auditor-Controller (“Auditor-Controller”) and the State Department of Finance (“Department of Finance”) at the same time that the Successor Agency submits the ROPS to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for approval; (ii) the ROPS shall be submitted to and duly approved by the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board; (iii) the approved ROPS shall be posted on the Successor Agency’s website; and (iv) the approved ROPS shall be submitted to the Auditor Controller, the State Controller and the State Department of Finance; and

WHEREAS, Health & Safety Code SECTION 34179.7(o)(1), requires the Successor Agency to prepare a forward looking, annual Recognized Obligation Payment Schedule (ROPS) listing the enforceable obligations of the former Redevelopment Agency that are due in the next annual period and submitting an

oversight board approved annual ROPS to the Department of Finance and Auditor-Controller by February 1, 2023; and

WHEREAS, Health and Safety Code SECTION 34183(a) provides that the Auditor-Controller disburse funds to successor agencies on June 1, 2023 and January 2, 2024 based on ROPS 23-24 in accordance with the prescribed order of priority and the Dissolution Bills require that such disbursements be made as and when necessary for the Successor Agency to repay and perform enforceable obligations when due; and

WHEREAS, Health and Safety Code SECTION 34180 ("SECTION 34180") requires certain successor agency actions to be approved by the oversight board, including SECTION 34180(c) "Setting aside of amounts in reserves as required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds"; and

WHEREAS, the attached ROPS 23-24 (Exhibit A) details amounts in accordance with SECTION 34180(c); and

WHEREAS, SECTION 34171(d)(1)(G) of the Dissolution Act provides for the repayment, and deposit into the Low and Moderate Income Housing Asset Fund of the Authority, of funds that had been borrowed from the Redevelopment Agency's Low and Moderate Income Housing Fund to make Educational Revenue Augmentation Fund ("ERAF") and Supplemental Educational Revenue Augmentation Fund ("SERAF") payments; and

WHEREAS, the Redevelopment Agency had borrowed money from its Low and Moderate Income Housing Fund for purposes of making ERAF and SERAF payments ("Loans") and the Loans were included in the Housing Asset Transfer Form that was prepared by the Authority and submitted on August 1, 2012 to the California Department of Finance ("DOF") as required by SECTION 34176(a)(2) of the Dissolution Act and on October 5, 2012, DOF notified the Authority that it did not object to the transfer of the Loans to the Authority; and

WHEREAS, an enforceable obligation is deemed to be created for the repayment of the ERAF & SERAF loans and shall be listed on the ROPS; and

WHEREAS, the Successor Agency now desires to approve ROPS 23-24 that is attached hereto and incorporated herein by reference; and

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

NOW THEREFORE, BE IT RESOLVED, THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The Board of Directors hereby finds and determines that the foregoing recitals are true and correct.

SECTION 2. The Board of Directors hereby approves the setting aside of funds as detailed in ROPS 23-24 in accordance with SECTION 34180(c) to comply with bond documents.

SECTION 3. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any rights the Successor Agency may have to challenge the effectiveness and/or legality of all or any portion of the Dissolution Bills through administrative or judicial proceedings.

SECTION 4. The ROPS 23-24 (Exhibit A), that is attached hereto and incorporated by reference is hereby approved and adopted.

SECTION 5. The Executive Director, or designee, is hereby authorized and directed to make any and all non-substantive changes to the approved ROPS in order to conform to any changes or to address further guidance or direction from the Department of Finance, or to address any other new information, including but not limited to new report forms, and such revised ROPS shall be considered approved by the Successor Agency.

SECTION 6. The Executive Director, or designee, is hereby authorized and directed to: (i) submit the Successor Agency approved ROPS 23-24 to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for its review and approval and to concurrently submit ROPS 23-24 to the county administrative officer, the Auditor-Controller and the Department of Finance; (ii) submit the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board approved ROPS 23-24 to the Auditor Controller, the State Controller, the Department of Finance and any and all other entities as necessary or appropriate; (iii) post the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board approved ROPS 23-24 on the City's website; and (iv) take any and all other actions and execute any and all such other documents as are necessary, convenient or appropriate to comply with the Dissolution Bills, and to effectuate the intent of this Resolution on behalf of the Successor Agency.

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

SECTION 8. The Agency Secretary shall certify as to the adoption of this Resolution.

PASSED, APPROVED and **ADOPTED** this 11th day of January 2023.

Approved as to form:

_____
Scott Porter
Interim General Counsel

_____
Laura Bettencourt, Chair

ATTEST:

_____
Rochelle Scott, Acting Agency Secretary

I, Rochelle Scott, Acting Agency Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the Successor Agency at a regular meeting of said Agency held on the 11th day of January 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____ _____
Rochelle Scott, Acting Agency Secretary

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Palmdale

County: Los Angeles

	Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A	**Enforceable Obligations Funded as Follows (B+C+D)**	**$ 5,027,831**	**$ 365,000**	**$ 5,392,831**
B	Bond Proceeds	-	-	-
C	Reserve Balance	4,972,744	365,000	5,337,744
D	Other Funds	55,087	-	55,087
E	**Redevelopment Property Tax Trust Fund (RPTTF) (F+G)**	**$ 4,678,786**	**$ 6,277,261**	**$ 10,956,047**
F	RPTTF	4,366,514	6,277,261	10,643,775
G	Administrative RPTTF	312,272	-	312,272
H	**Current Period Enforceable Obligations (A+E)**	**$ 9,706,617**	**$ 6,642,261**	**$ 16,348,878**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Palmdale
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024

A	B	C	D	E	F	G	H	I	J	K	M	N	O	P	Q	S	U	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 23-24 Total**	**ROPS 23-24A (Jul - Dec)**				**23-24A Total**	**ROPS 23-24B (Jan - Jun)**		**23-24B Total**
											Fund Sources					**Fund Sources**		
											Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Reserve Balance	RPTTF	
								$97,346,415		$16,348,878	$4,972,744	$55,087	$4,366,514	$312,272	$9,706,617	$365,000	$6,277,261	$6,642,261
6	Loan from Housing for SERAF	SERAF/ ERAF	05/05/ 2010	11/30/2036	Housing Authority for deposit into Housing Asset Fund	Statutory Obligation FY 2009-10 SERAF - Merged Proj Area	Merge	2,520,491	N	$250,000	-	-	250,000	-	$250,000	-	-	$-
7	Loan from Housing for SERAF	SERAF/ ERAF	03/02/ 2011	02/28/2034	Housing Authority for deposit into Housing Asset Fund	Statutory Obligation FY 2010-11 SERAF - Proj Area No 1	PA 1	521,581	N	$-	-	-	-	-	$-	-	-	$-
8	Loan from Housing for SERAF	SERAF/ ERAF	03/02/ 2011	11/30/2036	Housing Authority for deposit into Housing Asset Fund	Statutory Obligation FY 2010-11 SERAF - Merged Proj Area	Merge	1,867,705	N	$-	-	-	-	-	$-	-	-	$-
13	2010 Tax Alloc Ref Notes($27.5M)	Bonds Issued On or Before 12/ 31/10	12/23/ 1998	03/01/2026	AC Warnack Trust/ Shaughne S. Warnack Trust	Notes issued for non-housing projects	PA 1	9,997,132	N	$1,375,330	-	55,087	1,320,243	-	$1,375,330	-	-	$-
14	2010 Tax Alloc Ref Notes($27.5M)	Reserves	12/23/ 1998	03/01/2026	AC Warnack Trust	Bond Covenants - H&S Code Sec 34171(d)(1)(A)	PA 1	1,375,330	N	$1,375,330	-	-	1,375,330	-	$1,375,330	-	-	$-
23	2002 Tax Alloc Bonds ($5.3M)	Bonds Issued On or Before 12/ 31/10	08/20/ 2002	12/01/2032	US Bank	Bonds issued for non-housing projects	Merge	9,510,000	N	$975,000	975,000	-	-	-	$975,000	-	-	$-
24	2002 Tax Alloc Bonds ($5.3M)	Reserves	08/20/ 2002	12/01/2032	US Bank	Bond Covenants - H&S Code Sec 34171(d)(1)(A)	Merge	970,000	N	$970,000	-	-	-	-	$-	-	970,000	$970,000
30	Bond Administration Fees	Fees	06/15/ 1993	09/01/2034	US Bank	Fiscal Agent/Trustee fees on Bond issues	Merge	121,000	N	$11,000	-	-	7,000	-	$7,000	-	4,000	$4,000
32	Arbitrage Calculation Reports	Fees	07/16/ 2002	09/01/2034	BondLogistix LLC	Arbitrage rebate calc svcs	Merge	37,000	N	$6,000	-	-	6,000	-	$6,000	-	-	$-
35	Bond	Fees	05/24/	09/01/2034	NBS	Disclosure reporting	Merge	97,000	N	$7,300	-	-	500	-	$500	-	6,800	$6,800

A	B	C	D	E	F	G	H	I	J	K	M	N	O	P	Q	S	U	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 23-24 Total**	**ROPS 23-24A (Jul - Dec)**				**23-24A Total**	**ROPS 23-24B (Jan - Jun)**		**23-24B Total**
											Fund Sources					**Fund Sources**		
											Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Reserve Balance	RPTTF	
	Disclosure Reports (A-0695)		2004			services												
37	Agency Financial Audit (A-2844)	Fees	07/01/ 2009	09/01/2034	Eide Bailly	Audit services - annually required by bond documents H&S Code Sec 34171(d)(1)(A)	Merge	120,000	N	$12,000	-	-	8,000	-	$8,000	-	4,000	$4,000
39	Prop Tax Consulting Svcs (A-3220) - Merge	Fees	09/01/ 2010	09/01/2034	HdL Coren & Cone	Property Tax Consulting Services - data required for annual Bond Disclosures H&S Code Sec 34171(d)(1)(A)	Merge	143,000	N	$13,000	-	-	6,500	-	$6,500	-	6,500	$6,500
59	Property Assessments	Property Maintenance	09/21/ 1990	06/30/2022	AV Auto Center	Lot Owners Assoc. Maintenance - Costs of maintaining assets prior to disposition, allowable by H&S Code Sec 34171(d)(1)(F).	PA 1	-	N	$-	-	-	-	-	$-	-	-	$-
60	Property Assessments	Property Maintenance	03/31/ 2004	06/30/2023	Fairway Business Pk-LOA	Lot Owners Assoc. Maintenance - Costs of maintaining assets prior to disposition, allowable by H&S Code Sec 34171(d)(1)(F).	PA 1	-	N	$-	-	-	-	-	$-	-	-	$-
61	Property Costs-Fencing	Property Maintenance	07/01/ 2022	06/30/2023	Andy Gump Inc	Fencing - Fairway Business Park - Costs of maintaining assets prior to disposition, allowable by H&S Code Sec 34171(d)(1)(F).	PA 1	-	N	$-	-	-	-	-	$-	-	-	$-
62	Property Assessments	Property Maintenance	07/01/ 2023	06/30/2024	COP - Streetlight Maint Dist	Streetlight Maint. Dist. Assessments - Costs of maintaining assets prior to disposition, allowable by H&S Code Sec 34171(d)(1)(F).	PA 1	600	N	$600	-	-	300	-	$300	-	300	$300
63	Property Assessments	Property Maintenance	07/01/ 2022	06/30/2023	COP- Landscape Dist Zone 2	Landscape Maint. Dist. Assessments - Costs of maintaining assets prior to disposition, allowable by H&S Code Sec 34171(d)(1)(F).	Merge	-	N	$-	-	-	-	-	$-	-	-	$-
65	Property	Property	07/01/	06/30/2024	CFD 05-1	Special Tax Assessment -	Merge	120,000	N	$120,000	-	-	60,000	-	$60,000	-	60,000	$60,000

A	B	C	D	E	F	G	H	I	J	K	M	N	O	P	Q	S	U	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 23-24 Total**	**ROPS 23-24A (Jul - Dec)**				**23-24A Total**	**ROPS 23-24B (Jan - Jun)**		**23-24B Total**
											Fund Sources					**Fund Sources**		
											Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Reserve Balance	RPTTF	
	Assessments/ Spec Taxes	Maintenance	2023			CFD 05-1 - Costs of maintaining assets prior to disposition, allowable by H&S Code Sec 34171(d)(1)(F).												
66	Property Assessments - PA 1	Property Maintenance	07/01/ 2023	06/30/2024	COP-Park Maint & Rec Impv Dist	Park Maint & Rec Impv Assessments - Costs of maintaining assets prior to disposition, allowable by H&S Code Sec 34171(d)(1)(F).	PA 1	100	N	$100	-	-	50	-	$50	-	50	$50
68	Property Assessments - PA 1	Property Maintenance	07/01/ 2023	06/30/2024	AV Mosquito & Vector Control	Mosquito Abatement Assessments - Costs of maintaining assets prior to disposition, allowable by H&S Code Sec 34171(d)(1)(F).	PA 1	20	N	$20	-	-	10	-	$10	-	10	$10
76	DDA Transit Vlg Townhomes (A-1977)	OPA/DDA/ Construction	07/10/ 2007	12/31/2061	Palmdale Transit Village Townhomes, LLC	Transit Village townhome development	Housing	65,000	N	$65,000	-	-	-	-	$-	65,000	-	$65,000
80	DDA Transit Vlg Townhomes (A-1977)	OPA/DDA/ Construction	07/10/ 2007	12/31/2061	Palmdale Transit Village Townhomes, LLC	Reimbursement to Developer of Parks & Rec Impact Fees	Housing	300,000	N	$300,000	-	-	-	-	$-	300,000	-	$300,000
160	Commission charges	Property Dispositions	07/01/ 2021	06/30/2022	Various	Costs of commission relating to sale of Successor Agency land to developers	PA1/ Merge	-	N	$-	-	-	-	-	$-	-	-	$-
161	Escrow Services	Property Dispositions	07/01/ 2021	06/30/2022	Various	Escrow Service costs relating to sale of Successor Agency land to developers	PA1/ Merge	-	N	$-	-	-	-	-	$-	-	-	$-
162	Title Services	Property Dispositions	07/01/ 2021	06/30/2022	Various	Title Service costs relating to sale of Successor Agency land to developers	PA1/ Merge	-	N	$-	-	-	-	-	$-	-	-	$-
163	Appraisal Services	Property Dispositions	07/01/ 2022	06/30/2023	Various	Appraisal Service costs relating to sale of Successor Agency land to developers	PA1/ Merge	-	N	$-	-	-	-	-	$-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	M	N	O	P	Q	S	U	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 23-24 Total**	**ROPS 23-24A (Jul - Dec)**				**23-24A Total**	**ROPS 23-24B (Jan - Jun)**		**23-24B Total**
											Fund Sources					**Fund Sources**		
											Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Reserve Balance	RPTTF	
170	Agency Adminstrative Cost Allowance	Admin Costs	07/01/2021	06/30/2022	City of Palmdale	SA Overhead and Administrative Costs	PA1/ Merge	2,964,556	N	$312,272	-	-	-	312,272	$312,272	-	-	$-
175	Tax Allocation Refunding Bonds, 2016 Series A	Refunding Bonds Issued After 6/27/12	04/26/2016	09/01/2034	US Bank	Bonds issued to refund 1998, 1999 and 2003 Bonds	PA1/ Merge	24,164,312	N	$2,942,250	1,868,250	-	622,750	-	$2,491,000	-	451,250	$451,250
176	Tax Allocation Refunding Bonds, 2016 Series A	Reserves	04/26/2016	09/01/2034	US Bank	Reserve for Next ROPS Period Debt Service per Indenture	PA1/ Merge	1,909,688	N	$1,909,688	-	-	-	-	$-	-	1,909,688	$1,909,688
177	Tax Allocation Refunding Bonds, 2016 Series B	Refunding Bonds Issued After 6/27/12	06/23/2016	09/01/2034	US Bank	Bonds issued to refund 2003C, 2003D, 2004A, 2004 Sub, 2005E, 2005F and 2009 Bonds	PA1/ Merge	38,369,187	N	$3,531,275	2,129,494	-	709,831	-	$2,839,325	-	691,950	$691,950
178	Tax Allocation Refunding Bonds, 2016 Series B	Reserves	06/23/2016	09/01/2034	US Bank	Reserve for Next ROPS Period Debt Service per Indenture	PA1/ Merge	2,172,713	N	$2,172,713	-	-	-	-	$-	-	2,172,713	$2,172,713

Palmdale
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/20)** RPTTF amount should exclude "A" period distribution amount.	726,029	21	365,000	600,646	420,461	
2	**Revenue/Income (Actual 06/30/21)** RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller	73	37		55,087	13,420,910	
3	**Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)**				104,950	13,215,096	
4	**Retention of Available Cash Balance (Actual 06/30/21)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	726,102	58	365,000	495,696	349,987	
5	**ROPS 20-21 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC		No entry required			276,288	
6	**Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$-**	**$55,087**	**$-**	**Col F applied to ROPS 23-24 Item 13**

Palmdale
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024

Item #	Notes/Comments
6	
7	
8	
13	
14	Reserve for Debt Service due 3/1/2024
23	
24	Reserve for Debt Service due 12/1/2024
30	
32	
35	
37	
39	
59	
60	
61	
62	
63	
65	
66	
68	
76	Funded in a prior year and SA allowed to retain as a reserve for expenditure in 22-23B; not likely to be spent until 23-24 so included again as reserve in this ROPS
80	Funded in a prior year and SA allowed to retain as a reserve for expenditure in 22-23B; not likely to be spent until 23-24 so included again as reserve in this ROPS
160	
161	
162	
163	
170	
175	
176	75% of Debt Service due 9/1/2024
177	
178	75% of Debt Service due 9/1/2024

Successor Agency Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE CHAIR AND DIRECTORS**

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

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. SA 2023-002, A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE APPROVING THE ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024 (ADMINISTRATIVE BUDGET 23-24).**

ISSUE

Adopt Resolution No. SA 2023-002 a Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale approving the Administrative Budget for the Period of July 1, 2023 through June 30, 2024 (Administrative Budget 23-24).

RECOMMENDATION

Staff recommends that the Successor Agency to the Community Redevelopment Agency of the City of Palmdale adopt Resolution No. SA 2023-002 approving the Administrative Budget for the Period of July 1, 2023 through June 30, 2024 (Administrative Budget 23-24).

BACKGROUND

Assembly Bill 1X 26 (AB 26) was signed by the Governor on June 28, 2011 and upheld as constitutional by the California Supreme Court. On June 27, 2012, the Governor signed Assembly Bill 1484 (AB 1484). AB 26 and AB 1484 (together the Dissolution Bills) made sweeping changes to California Redevelopment Law eliminating redevelopment agencies statewide, establishing successor agencies, and requiring the successor agencies to pay, perform and enforce the enforceable obligations of the former redevelopment agencies and to wind down the affairs of the former redevelopment agencies.

Section 34177(j) of the Dissolution Bills requires the Successor Agency to prepare an Administrative Budget annually and submit it to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for approval.

Section 34177(k) of the Dissolution Bills further requires the Successor Agency to provide the Los Angeles County Auditor-Controller the administrative cost estimates from its approved Administrative Budget that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund.

Health & Safety Code Section 34171(b)(3) states that commencing July 1, 2016, the administrative cost allowance shall be up to 3 percent of the actual property tax distributed to the successor agency by the county auditor-controller in the preceding fiscal year for payment of approved enforceable obligations, reduced by the successor agency's administrative cost allowance and loan repayments made to the city pursuant to Section 34191.4(b) during the preceding fiscal year, subject to a minimum of $250,000, unless such amount is reduced by the Oversight Board or by agreement between the successor agency and the State Department of Finance ("Department of Finance"). Staff has estimated this amount and allocated it to various Successor Agency costs as detailed in Exhibit B to Resolution No. SA 2023-001.

DISCUSSION

The attached Resolution No. SA 2023-002 seeks the Successor Agency's approval of the Administrative Budget and their authorization to i) forward the Administrative Budget to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for its approval, and ii) forward the information required by Section 34177(k) to the Los Angeles County Auditor Controller, and iii) take any and all other actions and execute any and all such other documents as are necessary, convenient or appropriate to comply with the Dissolution Bills and to effectuate the intent of this Resolution on behalf of the Successor Agency.

FISCAL IMPACT

The Administrative Budget for the period of July 1, 2023 through June 30, 2024 totals $312,272. These funds will be included in various line items in Program 20 of Fund 460 in the fiscal year 2023-24 budget and are included on the Recognized Obligation Payment Schedule (ROPS). These funds will be used to reimburse the City for its staff hours

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:	Willy Galindo, Senior Financial Analyst
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim Executive Director
Approved as to form:	Scott Porter, Interim General Counsel

ATTACHMENTS

- Resolution No. SA 2023-002
- Exhibit B - Admin Budget 23-24

Exhibit B to Resolution No. SA 2023-002

Successor Agency to the Community Redevelopment Agency
of the City of Palmdale Administrative Budget
For the Period of July 1, 2023 through June 30, 2024

MUNIS	Item	Hours	Rate	Successor Agency Fund 460
701000 - 708000	Salaries & Benefits			**$ 190,244**
	City Manager's Office	**Hours**	**Rate**	
	City Manager	35	$ 507	$ 17,750
	Assistant City Manager	50	$ 406	$ 20,281
	Director of Finance	70	$ 237	$ 16,613
	Senior Financial Analyst	110	$ 184	$ 20,203
	Senior Account Clerk	135	$ 123	$ 16,569
	City Attorney's Office			
	City Attorney	30	$ 349	$ 10,480
	Assistant City Attorney	45	$ 296	$ 13,308
	Senior Administrative Assistant	80	$ 133	$ 10,613
	City Clerk's Office		$ -	
	City Clerk	80	$ 209	$ 16,683
	Deputy City Clerk	120	$ 133	$ 15,919
	Economic Development			
	Director of Economic Development	50	$ 248	$ 12,395
	Economic Development Manager	55	$ 209	$ 11,470
	Senior Administrative Assistant	60	$ 133	$ 7,959
721110	Cont Svc - Agency Attorney			**$ 20,000**
721960	Cont Svc-Professional Svcs			**$ 13,700**
722310	Cont Svc - Legal Advertising			**$ 4,500**
723410	Cont Svc-Landscape Maintenance			**$ 706**
722450	Cont Svc - Document Center & Copier Lease			**$ 636**
726500	Postage			**$ 300**
729100	Utilities - Water			**$ 300**
731000	Utilities - Gas			**$ 550**
731700	Utilities - Electric			**$ 19,000**
831101	Rent			**$ 37,500**
	Total			**$ 287,436**
	Administrative Allowance			**$ 312,272**
	Excess Allowance to be used for potential overages			**$ 24,836**

Source of Funding:
Redevelopment Property Tax Trust Fund

SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. SA 2023-002

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE APPROVING THE ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024 (ADMINISTRATIVE BUDGET 22-23)

WHEREAS, The Community Redevelopment Agency of the City of Palmdale ("Redevelopment Agency") was a redevelopment agency in the City of Palmdale ("City"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) ("Redevelopment Law"); and

WHEREAS, The City Council has adopted redevelopment plans for Palmdale's redevelopment project areas, and from time to time, the City Council has amended such redevelopment plans; and

WHEREAS, The Redevelopment Agency was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill 1X 26 ("AB 26") was signed by the Governor on June 28, 2011 and upheld to be constitutional by the California Supreme Court on December 29, 2011; and

WHEREAS, AB 26 made certain changes to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code), including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the California Health and Safety Code ("Health and Safety Code"); and

WHEREAS, On February 1, 2012, as a result of the Supreme Court's decision, all California redevelopment agencies were dissolved, successor agencies were established as successor agencies to the former redevelopment agencies pursuant to Health and Safety Code Section 34173, and successor agencies are tasked with paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and winding down the affairs of the former redevelopment agencies; and

WHEREAS, On June 27, 2012 the Governor of California signed Assembly Bill 1484 ("AB 1484") into law, making several substantive and technical amendments to AB 26 (AB 26 and AB 1484 together referred to as the "Dissolution Bills"); and

WHEREAS, On January 4, 2012 the City Council adopted Resolution No. CC 2012-002 declaring itself as the Successor Agency to the Community

Redevelopment Agency of the City of Palmdale (“Successor Agency”) upon the dissolution of the Redevelopment Agency; and

WHEREAS, On April 4, 2012 the City Council, acting in its capacity as the Successor Agency, adopted Resolution No. CC 2012-041 SA naming itself the “Successor Agency to the Community Redevelopment Agency of the City of Palmdale”, the sole name by which it will exercise its powers and fulfill its duties pursuant to Part 1.85 of AB 26, and establishing itself as a separate legal entity with rules and regulations that will apply to the governance and operations of the Successor Agency; and

WHEREAS, pursuant to Health and Safety Code Section 34179 (q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts; and

WHEREAS, the Fifth Supervisorial District Consolidated Oversight Board ("Fifth District Consolidated Oversight Board") has jurisdiction over the Successor Agency of the Former Redevelopment Agency to the City of Palmdale; and

WHEREAS, the Fifth District Consolidated Oversight Board held a regular/special meeting on January 12, 2023; and

WHEREAS, Health and Safety Code Section 34177(j) (“Section 34177(j)”) requires the Successor Agency to prepare an administrative budget for the period July 1, 2023 through June 30, 2024 and submit the administrative budget to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for approval. The administrative budget shall include all of the following: (i) estimated amounts for Successor Agency administrative costs for the upcoming annual fiscal period; (ii) proposed sources of payment for Successor Agency administrative costs; and (iii) proposals for arrangements for administrative and operations services provided by the City or other entity; and

WHEREAS, Health and Safety Code Section 34177(k) (“Section 34177(k)”) requires the Successor Agency to provide to the Los Angeles County Auditor-Controller for the period July 1, 2023 through June 30, 2024 the administrative cost estimates from its approved administrative budget that are to be paid from property tax revenues (i.e. former tax increment revenues) deposited in the County’s Redevelopment Property Tax Trust Fund established for the Successor Agency; and

WHEREAS, Health & Safety Code Section 34179.7 (o) (1), requires the Successor Agency to prepare a forward looking, annual Recognized Obligation Payment Schedule (ROPS) listing the enforceable obligations of the former Redevelopment Agency that are due in the next annual period and submitting an oversight board approved annual ROPS to the Department of Finance and Auditor-Controller by February 1, 2023; and

WHEREAS, Health & Safety Code Section 34171(b)(3) states that, the

administrative cost allowance shall be up to 3 percent of the actual property tax distributed to the successor agency by the county auditor-controller in the preceding fiscal year for payment of approved enforceable obligations, reduced by the successor agency's administrative cost allowance and loan repayments made to the city pursuant to Section 34191.4(b) during the preceding fiscal year, subject to a minimum of $250,000, unless such amount is reduced by the Oversight Board or by agreement between the successor agency and the State Department of Finance ("Department of Finance"); and

WHEREAS, Staff of the Successor Agency seeks the Successor Agency's approval of the administrative budget for the period of July 1, 2023 through June 30, 2024 ("Administrative Budget 23-24"), in the form attached to this Resolution as Exhibit B, and the Successor Agency's authorization to submit the approved Administrative Budget 23-24 to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for its approval and to forward the information required by Section 34177(k) to the Los Angeles County Auditor-Controller; and

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

NOW THEREFORE, BE IT RESOLVED, THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The Board of Directors hereby finds and determines that the foregoing recitals are true and correct.

SECTION 2. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any rights the Successor Agency may have to challenge the effectiveness and/or legality of all or any portion of the Dissolution Bills through administrative or judicial proceedings.

SECTION 3. The Successor Agency's Administrative Budget 23-24 that is attached hereto as Exhibit Be is hereby approved and adopted.

SECTION 4. The Executive Director, or designee, is hereby authorized and directed to: i) submit the approved Administrative Budget 23-24 to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for its review and approval; and ii) submit to the Los Angeles County Auditor-Controller the administrative cost estimates from Administrative Budget 23-24 that are to be paid from property tax revenues deposited in the County's Redevelopment Property Tax Trust Fund established for the Successor Agency; and iii) take any and all other actions and execute any and all such other documents as are necessary, convenient or appropriate to comply with the Dissolution Bills and to effectuate the intent of this Resolution on behalf of the Successor Agency.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

SECTION 6. The Agency Secretary shall certify as to the adoption of this Resolution.

PASSED, APPROVED and **ADOPTED** this 11th day of January 2023.

	_____
Approved as to form:	Laura Bettencourt, Chair
	ATTEST:
_____	_____
Scott Porter	Rochelle Scott, Acting Agency
Interim General Counsel	Secretary

I, Rochelle Scott, Acting Agency Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the Successor Agency at a regular meeting of said Agency held on the 11th day of January 2023 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____

Rochelle Scott, Acting
Agency Secretary

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **NEIGHBORHOOD SERVICES**

HOUSING DIVISION

DISTRICT: **1**

SUBJECT: **ADOPT RESOLUTION NO. CC 2023-002, A RESOLUTION OF THE CITY OF PALMDALE APPROVING FUNDING WITH THE STATE OF CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS (CAL VET) FOR AB-179 FUNDING OF $2,700,000 TO THE CITY OF PALMDALE DEPARTMENT OF NEIGHBORHOOD SERVICES FOR THE HOMES 4 FAMILIES HOUSING CONSTRUCTION IN A VETERAN ENRICHED NEIGHBORHOOD**

ISSUE

Adopt Resolution CC 2023-002, a resolution of the City of Palmdale approving funding with the State of California Department of Veterans Affairs (Cal Vet) for AB-179 funding of $2,700,000 to the City of Palmdale Department of Neighborhood Services for the Homes 4 Families Housing Construction in a Veteran Enriched Neighborhood.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution CC 2023-002, a resolution of the City of Palmdale approving funding with the State of California Department of Veterans Affairs (Cal Vet) for AB-179 funding of $2,700,000 to the City of Palmdale Department of Neighborhood Services for the Homes 4 Families Housing Construction in a Veteran Enriched Neighborhood; and
2. Authorize the City Manager or their designee to execute all necessary documents and take all actions necessary and convenient to implement the approved actions.

BACKGROUND

Assembly Bill 179 (Ting), Budget Act of 2022 was passed on September 6, 2022. This bill amended the Budget Act of 2022 amending, adding, and repealing items of appropriation and making other changes. Included in Assembly Bill 179 is an allocation by the Department of Veterans Affairs (CalVet) of $2,700,000 to the City of Palmdale Department of Neighborhood Services for the Homes 4 Families Housing Construction in a Veteran Enriched Neighborhood.

DISCUSSION

Homes 4 Families CalVet REN Veteran housing consists of 56 duplex units for veteran ownership by low income households, includes open space, veggies for vets garden, tot-lot, three little free libraries, and neighborhood walkability for physical and mental health and community building. Forty-six homes are 3 bedroom and 10 are fully ADA 2 bedroom.

During the pandemic, Homes 4 Families experienced increased cost for construction materials and labor, including lumber, drywall, insulation, and garage doors. In addition, Homes 4 Families was unable to hold TEAMBuilds events due to quarantine orders, improvements planned for completion by volunteers, such as interior and exterior painting, required hiring subcontractors to complete these and other construction tasks. The increased cost for vertical construction is $53,670 per home for 54 homes, totaling $2,898,180.

Assemblyman Tom Lackey requested a one-time appropriation from the general fund of $2.68 million to complete the construction of 40 affordable homes within a Veteran Enriched Neighborhood being built by Homes 4 Families. This funding matches the $2.8 million committed by the Housing Authority of the City of Palmdale.

The City of Palmdale will receive $2,700,000 allocated from the State of California Department of Veterans Affairs and will remit the funds to Homes 4 Families for reimbursement of construction expenditures.

FISCAL IMPACT

The 2022 CalVet allocation of $2,700,000 for Homes 4 Families construction expenses will be received to Account 2416400-463067 State Grant. Expenditure of $2,700,000 will be budgeted in Account 24164005-782942 Habitat – Homes for Families.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability and to plan and maintain safe and attractive neighborhoods, streets and facilities.

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

Prepared by:	Sophia Reyes, Housing Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Interim City Attorney

ATTACHMENTS

Resolution CC 2023-002

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023 -002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING FUNDING WITH THE STATE OF CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS FOR AB179 FUNDING OF $2,700,000 TO THE CITY OF PALMDALE DEPARTMENT OF NEIGHBORHOOD SERVICES FOR THE HOMES 4 FAMILIES HOUSING CONSTRUCTION IN A VETERAN ENRICHED NEIGHBORHOOD

WHEREAS, the State of California Assembly Bill 179 (Ting), Budget Act of 2022 was passed on September 6, 2022. This bill amended the Budget Act of 2022 amending, adding, and repealing items of appropriation and making other changes*; and*

WHEREAS*,* Assembly Bill 179 includes an allocation by the Department of Veterans Affairs (CalVet) of $2,700,000 to the City of Palmdale Department of Neighborhood Services for the Homes 4 Families Housing Construction in a Veteran Enriched Neighborhood*.*

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

SECTION 1. City of Palmdale Department of Neighborhood Services is authorized and directed to receive the Department of Veterans Affairs (CalVet) allocation of $2,700,000 for the Homes 4 Families Housing Construction in a Veteran Enriched Neighborhood.

SECTION 2. City of Palmdale Department of Neighborhood Services hereby agrees to provide funds to Homes 4 Families for reimbursement of housing construction expenditures in the Palmdale Veteran Enriched Neighborhood.

SECTION 3. City Manager or their designee is/are hereby authorized to receive the CalVet allocation of $2,700,000 for the Homes 4 Families Housing Construction in a Veteran Enriched Neighborhood and to execute all necessary documents and take all actions necessary and convenient to implement the approved actions.

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

PASSED, APPROVED and **ADOPTED** this 11th day of January, 2023.

_____
Laura Bettencourt, Mayor

Approved as to form:

ATTEST:

_____
Scott E. Porter
Interim City Attorney

_____
Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 11th day of January, 2023 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, Acting City Clerk

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **1**

SUBJECT: **ADOPT RESOLUTION NO. CC 2023-001, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129).**

ISSUE

Adopt Resolution No. CC 2023-001, a Resolution of the City Council of the City of Palmdale authorizing the grant application, acceptance, and execution of the grant funds from the State of California Budget Act of 2021 (SB 129).

RECOMMENDATION

Staff recommends that the City Council authorize, accept, and execute the grant funds from the State of California Budget Act of 2021 (SB 129).

BACKGROUND

On July 12, 2021, the Governor signed Senate Bill 129 which is known as the Budget Act of 2021. To make appropriations for the support of state government for the 21-22 fiscal year, SB 129 amends the Budget Act of 2021 by amending, adding, and repealing items of appropriation and making other changes.

The Building Forward Library Infrastructure Grant Program provides California's public libraries with support for capital projects addressing critical maintenance needs, improving energy efficiency and sustainability, and expanding access digitally and physically. The California legislature allocated $439 million one-time funds toward this program in 2021 (SB129).

Projects from high poverty areas of the state were prioritized. Although grantees are required to provide matching funds on a dollar-for-dollar basis, the California State Library reduced the grantee match requirement to no match required based on the City of Palmdale's Local Operating Income Per Capita (LIPC).

DISCUSSION

The City of Palmdale (Grantee) was selected by the California State Library (State Library) to receive state grants funds in the amount of $698,000 through the process adopted by the State Library in administering such grants. These funds can be used for Project Administration, Planning, Design, Pre-Construction, Construction, Implementation, and Contingency.

In accordance with the above requirement, for FY 2022-2023 and FY 2023-2024, the allocated amount of $698,000 will be budgeted in the City's Capital Improvement budget and will be used for the project listed below:

- PN 877 Palmdale City Library Improvement Project
    a. Elevator Repair & Modernization
    b. HVAC Replacement
    c. Carpet Replacement

FISCAL IMPACT

This project has no fiscal impact to the City, as the grant award was approved without a local match requirement. The City will receive its funding in three allocations, which will all be deposited in Account No. F0047. The first allocation of $349,000 will be provided upon approval of this resolution, the second allocation of $279,200 will be provided after the State Library's approval of the City's January 2024 grant report, and the final allocation of $69,800 will be provided after the State Library's approval of the City's final grant report.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community viability.

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

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

ATTACHMENTS

Resolution No. CC 2023-001

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129)

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS*,* the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS*,* said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project; and

WHEREAS, the City Council of the City of Palmdale proposes to implement the Palmdale City Library Improvement Project; and

WHEREAS, the City Council of the City of Palmdale has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City Council of the City of Palmdale intends to apply for grant funding from the California State Library for the Palmdale City Library Improvement 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. That pursuant and subject to all of the terms and provisions of the California Budget Act of 2021, the Director of Public Works, or designee is hereby authorized and directed to prepare and file an application for funding with the California State Library and take such other actions necessary or appropriate to obtain grant funding.

SECTION 2. The Director of Public Works, or designee is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.

SECTION 3. The Director of Public Works, or designee is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.

SECTION 4. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and that prior to commencement of the project, all applicable permits will have been obtained.

SECTION 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 11th day of January, 2023.

Approved as to form:

Scott E. Porter
Interim City Attorney

_____
Laura Bettencourt, Mayor

ATTEST:

_____
Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 11th day of January 2023 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, Acting City Clerk

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **1**

SUBJECT: **APPROVE FINAL TRACT MAP NO. 82636-02 (LOCATED AT THE NORTHWEST CORNER OF RANCHO VISTA BLVD AND 15TH STREET WEST)**

ISSUE

Approve Final Tract Map No. 82636-02 (located at the northwest corner of Rancho Vista Blvd and 15th Street West)

RECOMMENDATION

Staff recommends that the City Council approve Final Tract Map No. 82636-02 and authorize the City Clerk to execute City Clerk's Statement and Special Assessments Statement and authorize the Acting City Surveyor to execute the City Surveyor's Statement and file the map with the County Recorder.

BACKGROUND

Final Tract Map No. 82636-02 is a 7.03-acre subdivision, legally creating three (3) lots. All proposed lot sizes and dimensions comply with the City's Zoning Ordinance and Plan Development 19-001. The subject property is located at the northwest corner of Rancho Vista Blvd and 15th Street West. The applicant for this final tract map is Sage RV Palmdale, LLC, a California Limited Liability Company. This tentative tract map was originally approved by the Planning Commission on July 11, 2019, by Resolution No. PC-2019-027. A major modification No. 1 to phase the tentative tract map into 3 different phases was later approved by Planning Commission on May 13, 2021 by Resolution No. PC 2021-012.

This final tract map is consistent with the tentative tract map and all final map conditions of approval for phase 2 have been met. The Acting City Land Surveyor has reviewed the final map for technical accuracy and verifies it is in compliant with the Subdivision Map Act.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

1. Final Tract Map No. 82636-02

TRACT NO. 82636-02

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 1 OF TRACT NO. 82636-01 AS PER MAP RECORDED IN BOOK 1428 PAGES 1 TO 3 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PHASE 2 OF TENTATIVE TRACT MAP NO. 82636
TENTATIVE MAP EXPIRES JULY 23, 2022

ANTELOPE VALLEY ENGINEERING, INC.
W.R. GORMAN L.S. 8767

3 LOTS

7.03 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;

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:

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.

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.

AS A DEDICATION TO PUBLIC USE, WHILE ALL OF RANCHO VISTA BOULEVARD AND 15TH STREET WEST 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 LOTS 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.

SAGE RV PALMDALE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OWNER

BY:

PATRICK CHARRIOU, MANAGER

DEED OF TRUST BENEFICIARY

SB AB WEST LOOP, L.P., A TEXAS LIMITED PARTNERSHIP, AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED JULY 1, 2021 AS INSTRUMENT NO. 20211030389 AND ASSIGNED BY DEED RECORDED AUGUST 18, 2021 AS INSTRUMENT NO. 20211262251, BOTH OF OFFICIAL RECORDS.

SB AB WEST LOOP, L.P., A TEXAS LIMITED PARTNERSHIP, BENEFICIARY

BY: PINPOINT FINCO AB, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: ARTHUR HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS MANAGER

BY: Mark Franklin
MARK FRANKLIN
AUTHORIZED SIGNATORY

BY: Patrick W. Dunne
PATRICK W. DUNNE
AUTHORIZED SIGNATORY

SIGNATURE OMISSION NOTES

THE SIGNATURE OF THE CITY OF PALMDALE, SUCCESSOR IN INTEREST TO THE COUNTY OF LOS ANGELES, AS HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES PER DOCUMENT RECORDED FEBRUARY 14, 1962 AS INSTRUMENT NO. 5773 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (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 THE CITY OF PALMDALE, SUCCESSOR IN INTEREST TO THE COUNTY OF LOS ANGELES, AS HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES PER DOCUMENT RECORDED JANUARY 4, 1974 AS INSTRUMENT NO. 2872 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (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 PALMDALE INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS HOLDER OF EASEMENTS FOR INGRESS, EGRESS, DRAINAGE AND SIGN AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED JULY 1, 2021 AS INSTRUMENT NO. 20211030388 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (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 ATLANTIC RICHFIELD COMPANY AS HOLDER OF INTEREST IN OR RIGHTS TO OIL, GAS AND OTHER HYDROCARBON SUBSTANCES PER DOCUMENT RECORDED AUGUST 23, 1979 AS INSTRUMENT NO. 79–936301 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (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.

THE SIGNATURE OF NATHAN BERCOVITZ AND LUCILLE BERCOVITZ, HUSBAND AND WIFE, AS HOLDERS OF INTEREST IN OR RIGHTS TO OIL, GAS AND OTHER HYDROCARBON SUBSTANCES PER DOCUMENT RECORDED AUGUST 23, 1979 AS INSTRUMENT NO. 79–936302 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (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 **MAY, 2021**. I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE TRACT 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. Gor

W.R. GORMAN, L.S. 8767
EXPIRES: 12/31/2022

9/16/2022
DATE

LICENSED LAND SURVEYOR
W.R. GORMAN
Exp. 12/31/22
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, SHANAE S. SMITH, 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:

REJECT THE IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY AS EASEMENTS FOR PUBLIC PURPOSES ALL STREETS, HIGHWAYS AND OTHER PUBLIC WAYS, AS SHOWN ON SAID MAP;

ACCEPT THE OFFER OF DEDICATION THE EASEMENT FOR PUBLIC PURPOSES FOR SANITARY SEWERS AND INCIDENTAL PURPOSES AS SHOWN ON SAID MAP;

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 TO THE CITY OF PALMDALE: THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS AS OFFERED.

DATE:

SHANAE S. SMITH
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:

SHANAE S. SMITH
CITY CLERK – CITY OF PALMDALE

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF NORTH 89°44'53" EAST BEING THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN (CENTERLINE OF RANCHO VISTA BLVD – FORMERLY AVENUE P) AS SHOWN ON TRACT NO. 82636–01 RECORDED IN BOOK 1428, PAGES 1 TO 3, OF MAPS, 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 **APRIL 5, 2019** BY **EARTH SYSTEMS, FILE NO. 302294–001**, AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

MONUMENTATION NOTE

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 AS SHOWN ON MAP.
2" IRON PIPE WITH CONCRETE PLUG & TAG "L.S. 8767" TO BE SET DOWN 6" AS SHOWN ON MAP.

SEE SHEET '2' FOR NOTARY ACKNOWLEDGMENTS AND COUNTY CERTIFICATIONS AND SEALS

SCALE 1"=100'

TRACT NO. 82636-02

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

W.R. GORMAN L.S. 8767

3 LOTS

7.03 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 California)
COUNTY OF Orange) S.S.

ON September 21, 2022, BEFORE ME, Neda Mahdavi
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 California THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,

SIGNATURE – NOTARY PUBLIC	2312057 COMMISSION NO.	November 9, 2023 COMMISSION EXPIRES
Neda Mahdavi PRINT NAME – NOTARY PUBLIC	Newport Beach PRINCIPAL PLACE OF BUSINESS	Orange 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 TEXAS)
COUNTY OF TARRANT) S.S.

ON September 26, 2022, BEFORE ME, Haley Cyr Redding
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
MARK FRANKLIN
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 Texas THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,

SIGNATURE – NOTARY PUBLIC	133435727 COMMISSION NO.	November 8, 2025 COMMISSION EXPIRES
Haley Cyr Redding PRINT NAME – NOTARY PUBLIC	Fort Worth PRINCIPAL PLACE OF BUSINESS	Tarrant 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 TEXAS)
COUNTY OF TARRANT) S.S.

ON September 26, 2022, BEFORE ME, Haley Cyr Redding
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
PATRICK W. DUNNE
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 Texas THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,

SIGNATURE – NOTARY PUBLIC	133435727 COMMISSION NO.	November 8, 2025 COMMISSION EXPIRES
Haley Cyr Redding PRINT NAME – NOTARY PUBLIC	Fort Worth PRINCIPAL PLACE OF BUSINESS	Tarrant 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 TRACT NO. 82636-02 AS REQUIRED BY LAW.

EXECUTIVE OFFICER – CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

SCALE 1"=100'

TRACT NO. 82636-02

SHEET 3 OF 5 SHEETS

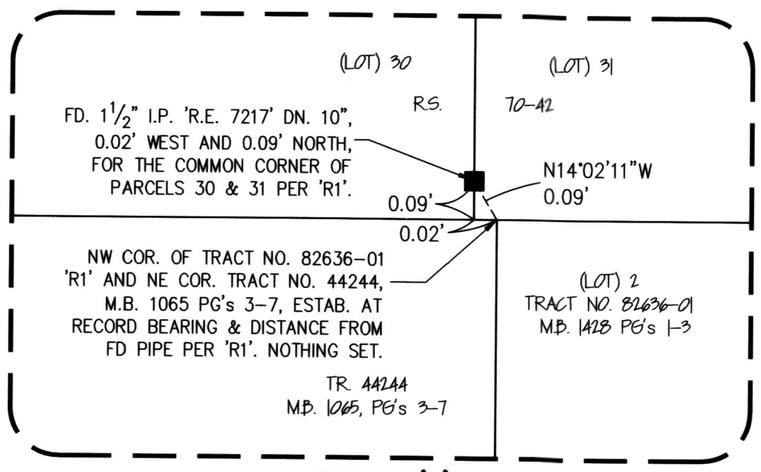
IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

W.R. GORMAN L.S. 8767

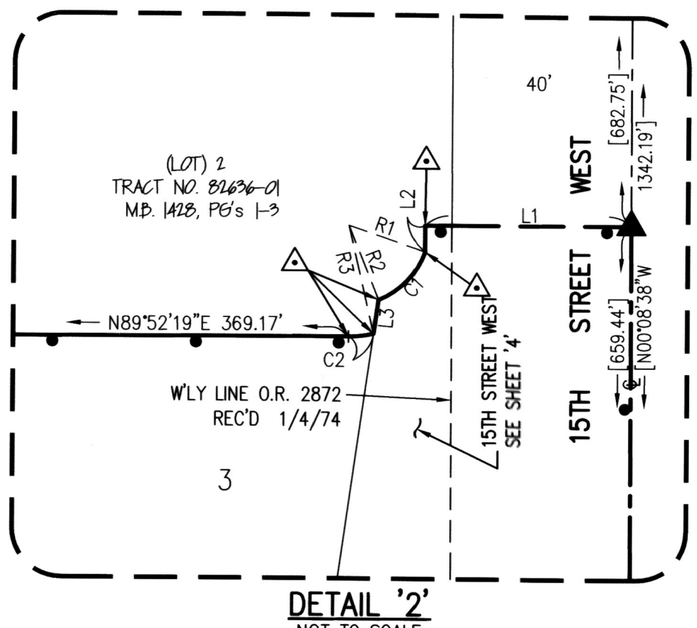
3 LOTS

SURVEY DETAIL & INDEX MAP

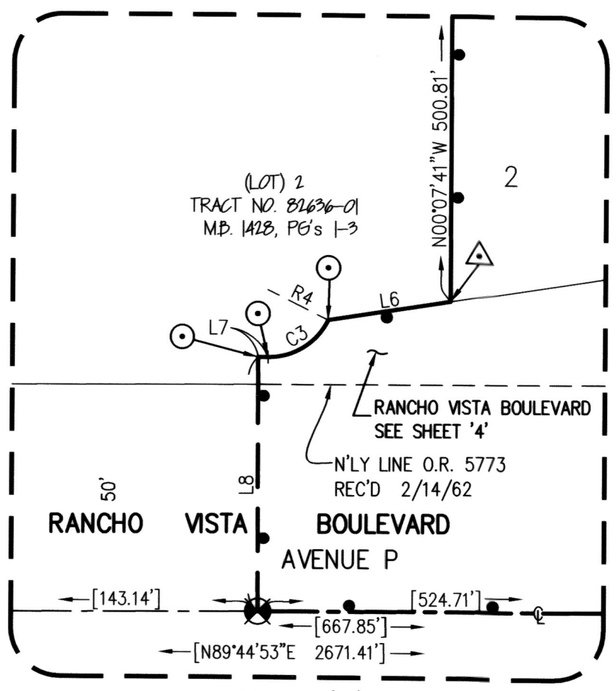
7.03 ACRES



DETAIL '1'
NOT TO SCALE



DETAIL '2'
NOT TO SCALE



DETAIL '3'
NOT TO SCALE

MONUMENT LEGEND

- ■ INDICATES FOUND MONUMENT AS DESCRIBED
- ▲ INDICATES FOUND S&W 'LS 8767' PER 'R1'
- ⊗ INDICATES FOUND S&W 'LS 8767' PER 'R1' – TO BE DESTROYED DURING CONSTRUCTION. 2" I.P. w/CONCRETE PLUG & TAG "L.S. 8767" TO BE SET 6" DOWN IN LANDSCAPE MEDIAN
- ✡ INDICATES S&W "L.S. 8767" TO BE SET 0.04' BELOW PAVEMENT SURFACE
- ◬ INDICATES TACK & TAG "L.S. 8767" TO BE SET FLUSH w/CONCRETE SURFACE
- ⊙ INDICATES 2" I.P. w/CONCRETE PLUG & TAG "L.S. 8767" TO BE SET 6" DOWN

LEGEND

'R1' INDICATES TRACT NO. 82636-01, M.B. 1428, PG's 1-3

[ ] INDICATES RECORD & MEASURED DATA PER 'R1'

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

RADIAL LINE DATA TABLE	
R#	BEARING
R1	S70°57'20"E
R2	S21°56'14"E
R3	S13°02'15"E
R4	S63°41'46"E

LINE DATA TABLE		
L#	BEARING	DISTANCE
L1	N89°51'22"E	46.00'
L2	N00°08'38"W	5.92'
L3	N08°03'46"E	7.74'
L4	N00°7'41"W	70.16'
L5	N89°52'19"E	49.50'
L6	N81°00'56"E	27.69'
L7	N89°44'53"E	2.21'
L8	N00°15'07"W	52.00'

CURVE DATA TABLE				
C#	DELTA	RADIUS	LENGTH	TANGENT
C1	49°01'06"	18.00'	15.40'	8.21'
C2	12°54'34"	25.00'	5.63'	2.83'
C3	63°26'39"	15.00'	16.61'	7.55'

SCALE 1"=50'

N

3 LOTS

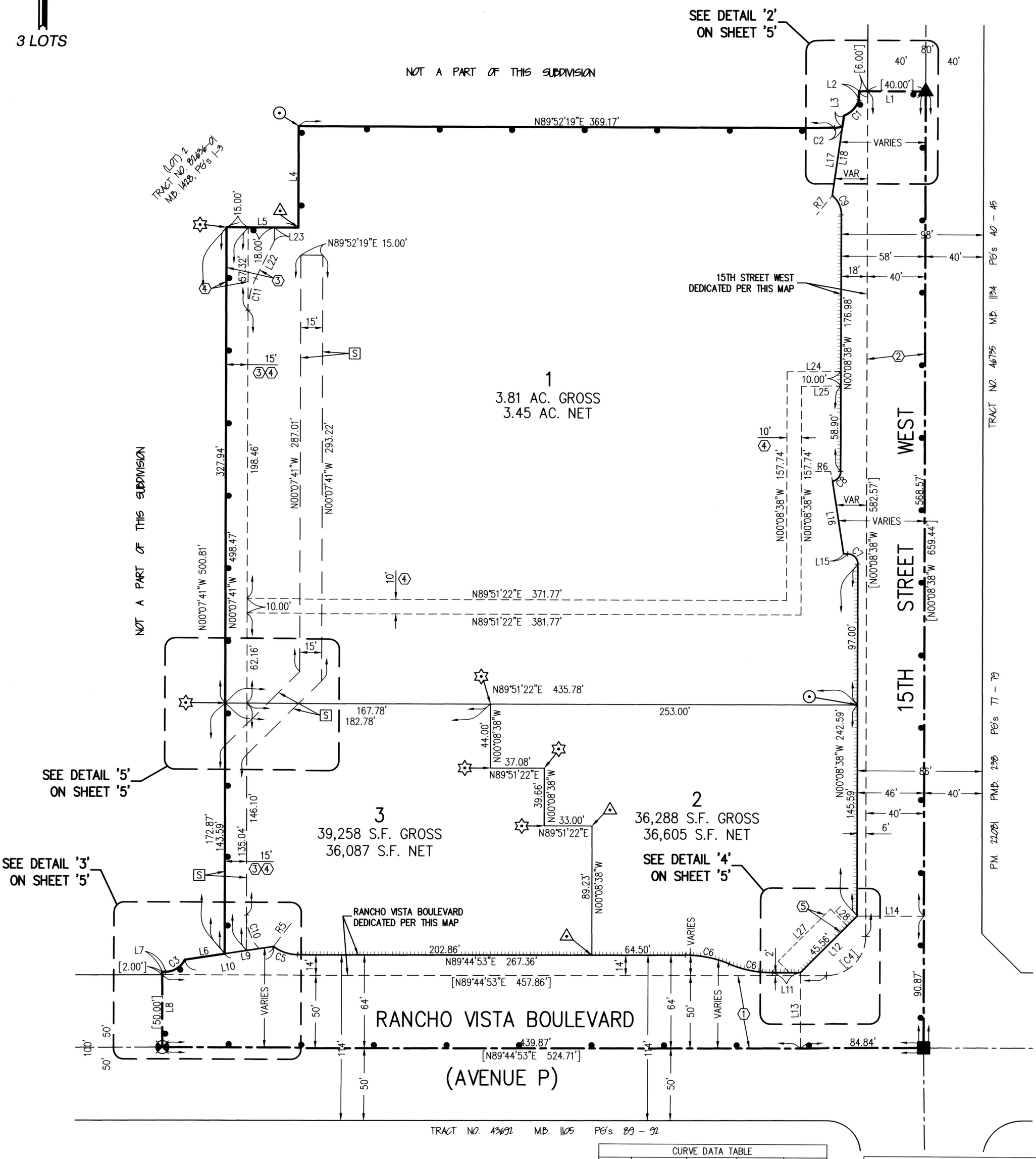
TRACT NO. 82636-02

SHEET 4 OF 5 SHEETS

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

W.R. GORMAN L.S. 8767

7.03 ACRES



EXISTING EASEMENTS

1. EASEMENT OF THE CITY OF PALMDALE, SUCCESSOR IN INTEREST TO the COUNTY OF LOS ANGELES FOR PUBLIC ROAD AND HIGHWAY AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED FEBRUARY 14, 1962 AS INSTRUMENT NO. 5773 OF OFFICIAL RECORDS.
2. EASEMENT OF THE CITY OF PALMDALE, SUCCESSOR IN INTEREST TO the COUNTY OF LOS ANGELES FOR PUBLIC ROAD AND HIGHWAY AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED JANUARY 4, 1974 AS INSTRUMENT NO. 2872 OF OFFICIAL RECORDS.
3. EASEMENT OF PALMDALE INVESTORS, LLC, FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED JULY 1, 2021 AS INSTRUMENT NO. 20211030388 OF OFFICIAL RECORDS. SEE NOTE 'A' BELOW.
4. EASEMENT OF PALMDALE INVESTORS, LLC, FOR DRAINAGE AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED JULY 1, 2021 AS INSTRUMENT NO. 20211030388 OF OFFICIAL RECORDS. SEE NOTE 'A' BELOW.
5. EASEMENT OF PALMDALE INVESTORS, LLC, FOR SIGN AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED JULY 1, 2021 AS INSTRUMENT NO. 20211030388 OF OFFICIAL RECORDS. SEE NOTE 'A' BELOW.

NOTE 'A'
THE EXHIBITS WITHIN THE INDICATED DOCUMENT DO NOT PROVIDE DIMENSIONS FOR LOCATING THE REFERENCED EASEMENTS. THE LOCATION OF THE EASEMENTS SHOWN HEREON ARE BASED ON DESIGN DRAWINGS PROVIDED BY THE PROJECT ENGINEER OF RECORD.

LEGEND

'R1' INDICATES TRACT NO. 82636-01, M.B. 1428, PG's 1-3

[ ] INDICATES RECORD & MEASURED DATA PER 'R1'

INDICATES RESTRICTED ACCESS RIGHTS DEDICATED PER THIS MAP RANCHO VISTA BLVD & 15TH STREET WEST FRONTAGE

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

GRANTED EASEMENTS

[S] 15' WIDE EASEMENT FOR SANITARY SEWER PURPOSES DEDICATED TO THE CITY OF PALMDALE PER THIS MAP.

NET AREA NOTE

NET AREAS SHOWN HEREON ARE BASED ON DEDUCTING EXISTING EASEMENT AREAS AND NEW EASEMENT AREAS FROM THE GROSS AREA.

MONUMENT LEGEND

- INDICATES FOUND MONUMENT AS DESCRIBED
- INDICATES FOUND S&W 'LS 8767' PER 'R1'
- INDICATES FOUND S&W 'LS 8767' PER 'R1' - TO BE DESTROYED DURING CONSTRUCTION. 2" I.P. w/CONCRETE PLUG & TAG "L.S. 8767" TO BE SET 6" DOWN IN LANDSCAPE MEDIAN
- INDICATES S&W "L.S. 8767" TO BE SET 0.04' BELOW PAVEMENT SURFACE
- INDICATES TACK & TAG "L.S. 8767" TO BE SET FLUSH w/CONCRETE SURFACE
- INDICATES 2" I.P. w/CONCRETE PLUG & TAG "L.S. 8767" TO BE SET 6" DOWN

CURVE DATA TABLE				
C#	DELTA	RADIUS	LENGTH	TANGENT
C1	49°01'06"	18.00'	15.40'	8.21'
C2	12°54'34"	25.00'	5.63'	2.83'
C3	63°26'39"	15.00'	16.61'	7.55'
[C4]	89°53'31"	27.00'	42.36'	26.94'
C5	37°44'31"	27.00'	17.79'	9.23'
C6	22°37'12"	78.00'	30.79'	15.60'
C7	89°59'42"	7.00'	10.99'	7.00'
C8	78°53'43"	7.00'	9.64'	5.76'
C9	50°50'21"	17.00'	15.08'	8.08'
C10	41°12'43"	35.00'	25.17'	13.16'
C11	26°14'10"	50.00'	22.90'	11.65'

RADIAL LINE DATA TABLE	
R#	BEARING
R1	S70°57'20"E
R2	S21°56'14"E
R3	S13°02'15"E
R4	S63°41'46"E
R5	S37°29'24"W
R6	S11°14'55"E
R7	N39°01'01"E
R8	S48°55'36"W

LINE DATA TABLE		
L#	BEARING	DISTANCE
L1	N89°51'22"E	46.00'
L2	N00°08'38"W	5.92'
L3	N08°03'46"E	7.74'
L4	N00°7'41"W	70.16'
L5	N89°52'19"E	49.50'
L6	N81°00'56"E	27.69'
L7	N89°44'53"E	2.21'
L8	N00°15'07"W	52.00'
L9	N81°00'56"E	33.93'
L10	N81°00'56"E	61.62'
L11	N89°44'53"E	19.46'
L12	N44°47'10"E	55.13'
L13	N00°15'07"W	52.00'
L14	N89°51'22"E	46.00'
L15	N89°51'40"E	2.79'
L16	N09°03'10"W	50.74'
L17	N08°03'46"E	47.94'
L18	N08°03'46"E	55.68'
L19	N81°00'56"E	8.67'
L20	N81°00'56"E	15.18'
L21	N00°07'41"W	24.43'
L22	N26°06'28"E	29.06'
L23	N00°07'41"W	9.14'
L24	N89°51'22"E	37.00'
L25	N89°51'22"E	27.00'
L26	N45°12'50"W	11.16'
L27	N44°47'10"E	50.85'
L28	N45°12'50"W	16.44'

NOT TO SCALE

TRACT NO. 82636-02

SHEET 5 OF 5 SHEETS

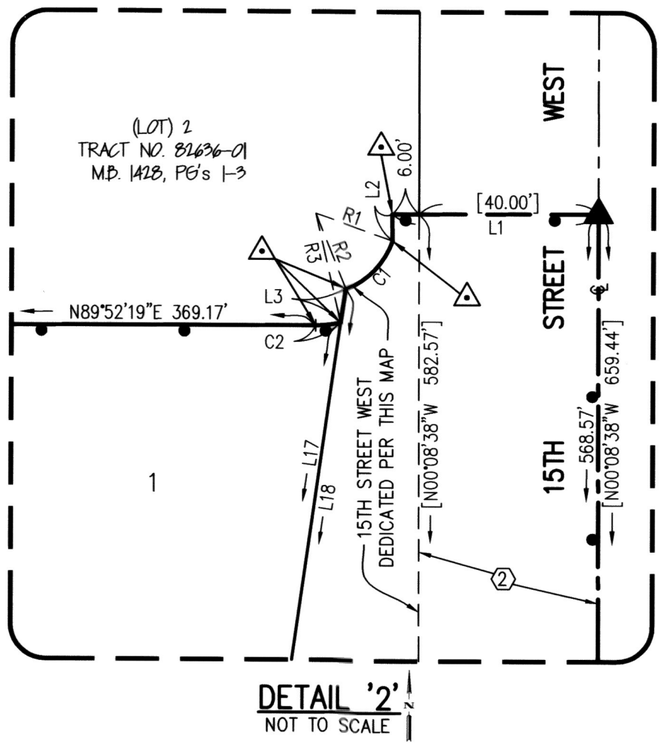
IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

W.R. GORMAN L.S. 8767

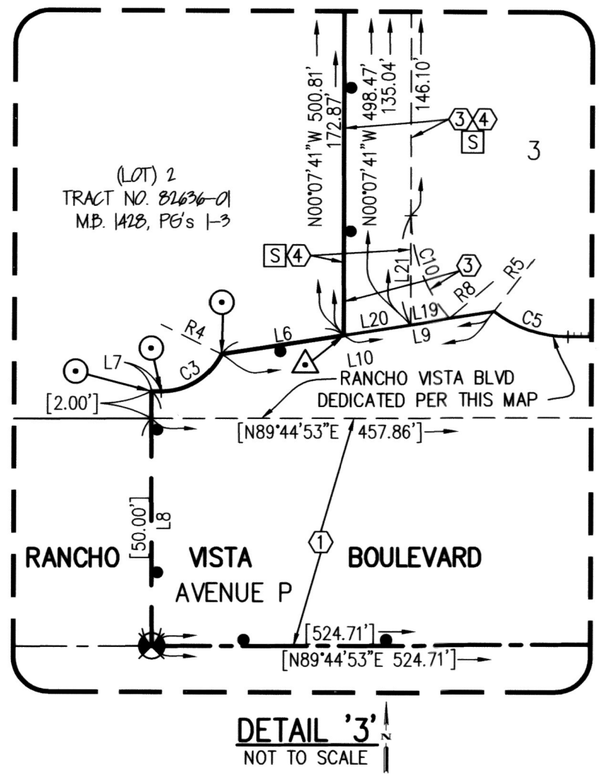
3 LOTS

7.03 ACRES

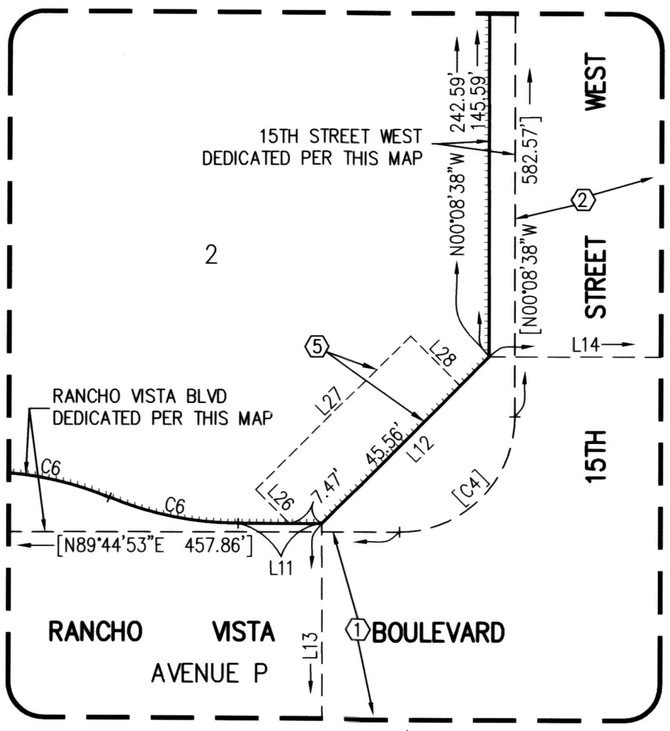
DETAIL SHEET



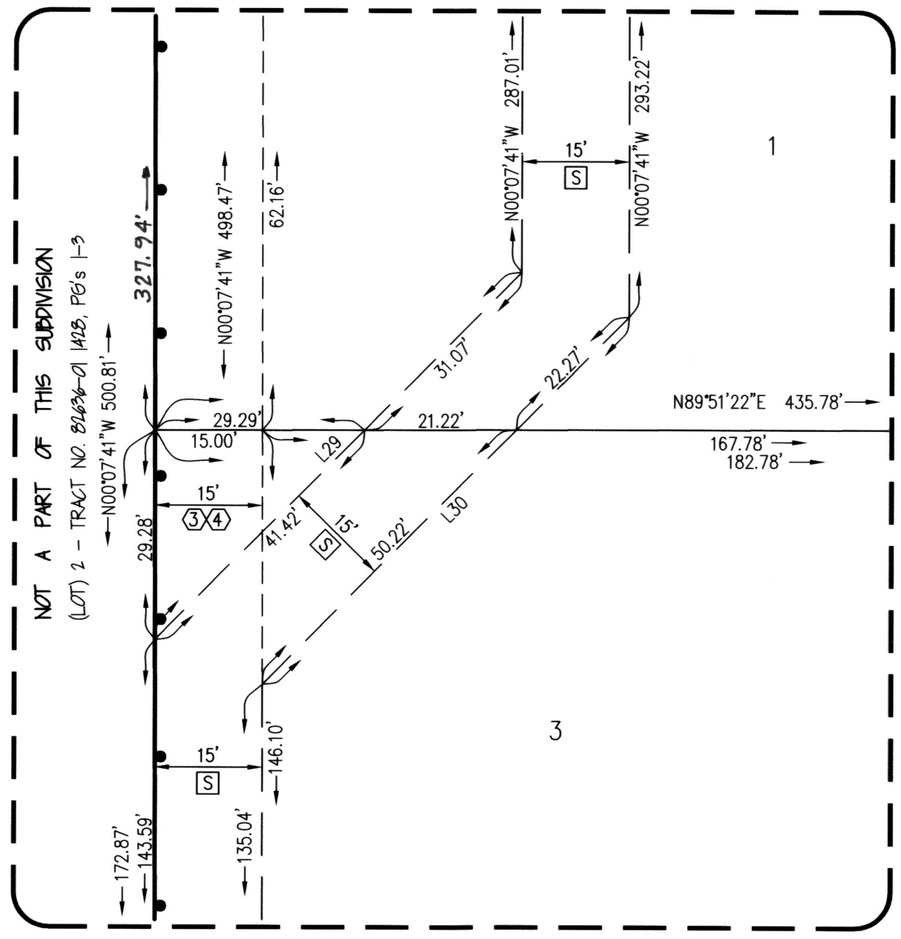
DETAIL '2'
NOT TO SCALE



DETAIL '3'
NOT TO SCALE



DETAIL '4'
NOT TO SCALE



DETAIL '5'
NOT TO SCALE

LINE DATA TABLE		
L#	BEARING	DISTANCE
L1	N89°51'22"E	46.00'
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L12	N44°47'10"E	55.13'
L13	N00°15'07"W	52.00'
L14	N89°51'22"E	46.00'
L17	N08°03'46"E	47.94'
L18	N08°03'46"E	55.68'
L19	N81°00'56"E	8.67'
L20	N81°00'56"E	15.18'
L21	N00°07'41"W	24.43'
L26	N45°12'50"W	11.16'
L27	N44°47'10"E	50.85'
L28	N45°12'50"W	16.44'
L29	N44°52'19"E	72.49'
L30	N44°52'19"E	72.49'

CURVE DATA TABLE				
C#	DELTA	RADIUS	LENGTH	TANGENT
C1	49°01'06"	18.00'	15.40'	8.21'
C2	12°54'34"	25.00'	5.63'	2.83'
C3	63°26'39"	15.00'	16.61'	7.55'
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RADIAL LINE DATA TABLE	
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R4	S63°41'46"E
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R8	S48°55'36"W

GRANTED EASEMENTS

[S] 15' WIDE EASEMENT FOR SANITARY SEWER PURPOSES DEDICATED TO THE CITY OF PALMDALE PER THIS MAP.

EXISTING EASEMENTS

1. EASEMENT OF THE CITY OF PALMDALE, SUCCESSOR IN INTEREST TO the COUNTY OF LOS ANGELES FOR PUBLIC ROAD AND HIGHWAY AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED FEBRUARY 14, 1962 AS INSTRUMENT NO. 5773 OF OFFICIAL RECORDS.
2. EASEMENT OF THE CITY OF PALMDALE, SUCCESSOR IN INTEREST TO the COUNTY OF LOS ANGELES FOR PUBLIC ROAD AND HIGHWAY AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED JANUARY 4, 1974 AS INSTRUMENT NO. 2872 OF OFFICIAL RECORDS.
3. EASEMENT OF PALMDALE INVESTORS, LLC, FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED JULY 1, 2021 AS INSTRUMENT NO. 20211030388 OF OFFICIAL RECORDS. SEE NOTE 'A' BELOW.
4. EASEMENT OF PALMDALE INVESTORS, LLC, FOR DRAINAGE AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED JULY 1, 2021 AS INSTRUMENT NO. 20211030388 OF OFFICIAL RECORDS. SEE NOTE 'A' BELOW.
5. EASEMENT OF PALMDALE INVESTORS, LLC, FOR SIGN AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED JULY 1, 2021 AS INSTRUMENT NO. 20211030388 OF OFFICIAL RECORDS. SEE NOTE 'A' BELOW.

NOTE 'A'
THE EXHIBITS WITHIN THE INDICATED DOCUMENT DO NOT PROVIDE DIMENSIONS FOR LOCATING THE REFERENCED EASEMENTS. THE LOCATION OF THE EASEMENTS SHOWN HEREON ARE BASED ON DESIGN DRAWINGS PROVIDED BY THE PROJECT ENGINEER OF RECORD.

LEGEND

'R1' INDICATES TRACT NO. 82636-01, M.B. 1428, PG's 1-3

[ ] INDICATES RECORD & MEASURED DATA PER 'R1'

INDICATES RESTRICTED ACCESS RIGHTS DEDICATED PER THIS MAP RANCHO VISTA BLVD & 15TH STREET WEST FRONTAGE

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

MONUMENT LEGEND

- INDICATES FOUND S&W 'LS 8767' PER 'R1'
- INDICATES FOUND S&W 'LS 8767' PER 'R1' – TO BE DESTROYED DURING CONSTRUCTION. 2" I.P. w/CONCRETE PLUG & TAG "L.S. 8767" TO BE SET 6" DOWN IN LANDSCAPE MEDIAN
- INDICATES S&W "L.S. 8767" TO BE SET 0.04' BELOW PAVEMENT SURFACE
- INDICATES TACK & TAG "L.S. 8767" TO BE SET FLUSH w/CONCRETE SURFACE
- INDICATES 2" I.P. w/CONCRETE PLUG & TAG "L.S. 8767" TO BE SET 6" DOWN

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **5**

SUBJECT: **APPROVE CONSULTANT AGREEMENT WITH KTUA FOR PROFESSIONAL DESIGN SERVICES ON PN 839, MCADAM PARK RENOVATION, IN THE AMOUNT OF $473,995**

ISSUE

Approve consultant agreement with KTUA for professional design services on PN 839, McAdam Park Renovation, in the amount of $473,995.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8166, with KTUA for landscape architecture design services on PN 839, McAdam Park Renovation.

2. Authorize the Interim City Manager or her designee to execute Agreement No. A-8166, with KTUA, including minimal and/or non-substantive changes.

BACKGROUND

McAdam Park has been designated to serve as the new home for the Palmdale Pony League and Capital Improvement Project Number 839 will provide upgrades and improvements to multiple areas of the park, including accessibility, utility, sports field lighting, playground, and parking lot upgrades, as well as a new baseball field, concession stand, and accessible restroom building. The existing restroom building will be repurposed as a storage room and the existing storage building will be renovated as well.

The project will also study the planning, occupancy, and environmental impacts these improvements have on the existing park entitlements and prepare the appropriate planning and environmental documents to satisfy the applicable codes and ordinances.

DISCUSSION

A Request for Qualifications and Proposal was released publicly on Planet Bids in September and over twenty-six (26) vendors were notified. Staff received five (5) statements of qualification and cost proposal packages and reviewed each through an

evaluation committee. Selection of the most qualified consultant was based upon the following scoring methodology.

CATEGORY	MAXIMUM VALUE
Project Understanding and Approach	30
Relevant Consultant Experience	30
Quality of Consultant Staff	20
General Conformance to RFP	20
TOTAL EARNED VALUE	0-100

Consultants were required to demonstrate experience in providing similar services to public agencies and validate their approach and management of the project. The following firms submitted statements of qualifications and cost proposal packages.

NAME OF PROPOSING FIRM	LOCATION	SCORE
1. KTUA	San Diego, CA	92.25
2. RHA Landscape Architects Planners, Inc.	Riverside, CA	91.50
3. Nuvis Landscape Architecture	Newport Beach, CA	88.25
4. David Evans and Associates Inc.	Tustin, CA	87.50
5. Sustainable Recreation Design	Bishop, CA	85.75

Staff evaluated all qualification packages and determined KTUA to be the most qualified landscape architect for the project based on their comprehensive project approach and prior experience with facilities of similar scope and size. After determination of the most qualified bidder, staff evaluated the cost proposal, deemed it responsive and within the project budget, and are recommending project award to KTUA.

FISCAL IMPACT

The McAdam Park Renovation Project will be funded through Measure AV Funds (157), which have been allocated in Account No. P0130 in the amount of $550,000. The fiscal impact and remaining account balance can be seen in the following table:

SCOPE OF WORK		PROJECT COST
A-8166, Design Contract		$473,995
Contingency (10%)		$47,400
Administration (5%)		$23,700
Total Cost:		**$545,095**
Account Number	**Starting Balance**	**Remaining Balance**
P0130157	$550,000	$4,905

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

Agreement No. A-8166

AGREEMENT NO. A-8166
CONTRACT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE CITY OF PALMDALE AND KTUA

THIS CONTRACT FOR DESIGN PROFESSIONAL SERVICES ("Contract" herein) is made and entered into this 12th day of January, 2023 by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and KTUA (hereinafter called "PROJECT DESIGNER").

RECITALS

WHEREAS**,** City desires to engage PROJECT DESIGNER to perform certain technical and professional services, as provided herein, in connection with that certain project identified as PN 839 - McAdam Park Renovation.

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

WHEREAS, PROJECT DESIGNER desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

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

PROJECT DESIGNER shall provide landscape architectural design services for the renovation of McAdam Park located at 38115 30th Street East. Design shall include upgrades and improvements to park accessibility, utility infrastructure and sports field lighting, expansion of the existing parking lot, renovation of the existing restroom and storage buildings, and the addition of a new ballfield, concession stand, and accessible restroom building, as more specifically described in the Contract Documents for the above listed Project.

PROJECT DESIGNER shall also study the planning and/or occupancy impacts these improvements have on the existing park entitlements and prepare the appropriate planning and environmental documents as required by the applicable codes and ordinances.

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

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

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

2 CITY PROJECT MANAGER

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

3 PROJECT DESIGNER'S KEY PERSONNEL

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

Brooke Whalen.....Principal Landscape Architect
Josef Gutierrez..... Associate Landscape Architect
Bernard Everling.....Irrigation Design Manager
Gwen Stark.....Landscape Dsigner

Subconsultants:
Baranek Consulting.....Environmental
Kim Baranek.....CEQA Compliance/Environmental Documentation
Andrew Goodwin Designs.....Architect
Cumming.....Cost Estimator
Peterson Structural Engineering.....Structural Engineer
Delane.....Civil Engineer
Earth Systems.....Geotech
Turpin & Rattan.....MEP

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

4 COMMENCEMENT AND COMPLETION OF WORK

The execution of this Contract by the parties does not constitute an authorization to proceed. The services of PROJECT DESIGNER shall commence when CITY, acting by and through its Project Manager, has issued an Authorization to Proceed. PROJECT DESIGNER shall complete all the work described in Section 1 and submit final deliverables within Two Hundred Forty (240) CALENDAR days following PROJECT DESIGNER's receipt of Authorization to Proceed. PROJECT DESIGNER shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

5 TAXES

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

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

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

6 PATENT FEES AND ROYALTIES

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

7 STANDARDS OF PERFORMANCE

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

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

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

8 PROJECT DESIGNER'S PERSONNEL

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

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

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

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

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, Scope of Services, CITY shall pay to PROJECT DESIGNER an amount not to exceed the sum of Four Hundred Seventy Three Thousand, Nine Hundred Hinety Five dollars ($473995), as follows:

Task 1 Survey, Initial Study, Major Mod.....$96,210
Task 2 Construction Documents 60%.....$125,926
Task 3A Construction Documents 90%.....$102,270
Task 3B Construction Documents 100%/Final.....$54,501
Task 4 Bid.....$12,215
Task 5 Construction Administration.....$62,590
Task 6 Record Drawings.....$14,283

TOTAL LABOR.....$467,995
Direct Costs.....$6,000

TOTAL LABOR AND DIRECT COSTS.....$473,995

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

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

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

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

10 INDEMNIFICATION

To the fullest extent of the law, and consistent with Civil Code section 2782.8, PROJECT DESIGNER agrees to defend, indemnify, hold free and harmless the CITY, its elected and

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

11 INSURANCE

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

11.1.1 Workers' Compensation and Employer's Liability

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

11.1.2 Professional Liability (Errors & Omissions) Insurance*

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

11.1.3 Commercial General Liability

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

11.1.4 Commercial Automobile Liability

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

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

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

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

B. "Severability of Interest" clause.

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

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

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

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

11.8 Acceptable Proof of Insurance:

11.8.1 ACORD Certificate of Insurance listing all coverages, limits, deductibles and insureds; and endorsements for all applicable coverages if agent has authority to issue it; Additional insured Form CG20101185 or CG20100707 and CG20370704 or

equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

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

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

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

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

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

12 TERMINATION WITHOUT CAUSE

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

13 TERMINATION FOR CAUSE

13.1 If the City determines that the PROJECT DESIGNER has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any

other respect to satisfactorily perform the services specified in this Contract, the City shall give written notice to the PROJECT DESIGNER specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for the City's dissatisfaction and suggest corrective measures. If, after thirty days, the PROJECT DESIGNER has failed to implement the corrective measures, the City may elect to terminate this Contract, in whole or in part.

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

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

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

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

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, tracings, drawings, plans, specifications, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of, CITY. PROJECT DESIGNER shall furnish CITY, upon its request, originals or reproducible or electronic copies of technical specifications and of all

other documents listed above. PROJECT DESIGNER shall endorse, by his professional seal, all plans and data furnished by him.

16 RE-USE OF DOCUMENTS

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

17 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

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

A. The amount involved, together with PROJECT DESIGNER's analysis of such cost or price; and

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

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

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

18 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

18.1 In performance of this Contract, PROJECT DESIGNER shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. PROJECT DESIGNER will take affirmative action

to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, national origin, handicap, or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18.2 The provisions of subsection 18.1 above shall be included in all solicitations or advertisements placed by or on behalf of PROJECT DESIGNER for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of PROJECT DESIGNER and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

19 FINANCIAL INTEREST CERTIFICATION

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

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

20 CONFLICT OF INTEREST

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

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

20.3 If PROJECT DESIGNER is a registered professional engineer or licensed land surveyor and the scope of work requires PROJECT DESIGNER's recommendation of the actual formula to spread the costs of an assessment district's

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

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

21 COMPLIANCE WITH LAW

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

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

22 NOTICES

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

23 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

24 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

Ronda Perez Date
Interim City Manager

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

APPROVE AS TO FORM:

Scott E. Porter
Interim City Attorney

ATTEST:

Roxanne Faber
Acting City Clerk

KTUA:

Brooke Whalen Date
Principal

ADDRESS FOR NOTICE:
KTUA
3916 Normal Street, San Diego, CA 92103

ATTEST: If Corporation

Secretary

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **4**

SUBJECT: **AWARD CONSTRUCTION AGREEMENT WITH DASH CONSTRUCTION, INC. FOR PROJECT NO. 831, 47TH ST. EAST & PALMDALE BLVD. ROUNDABOUT LANDSCAPING PROJECT, AT THE INTERSECTION OF 47TH ST. EAST AND PALMDALE BLVD., IN THE AMOUNT OF $204,604.45 AND DETERMINE THIS PROJECT TO BE EXEMPT FROM CEQA.**

ISSUE

Award construction agreement with Dash Construction Company, Inc., for PN 831, 47th St. East & Palmdale Blvd. Roundabout Landscaping Project, at the intersection of 47th St. East and Palmdale Blvd., in the amount of $204,604.45 and determine this project to be exempt from CEQA.

RECOMMENDATION

Staff recommends that the City Council:

1. Award construction Agreement No. A-8120 with Dash Construction Company, Inc. for PN 831, 47th St. E. and Palmdale Blvd Roundabout Landscaping Project, in the amount of $204,604.45.

2. Determine this project to categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 2 CCR 15301.

3. Authorize the Interim City Manager or her designee to execute Agreement No. A-8120 with Dash Construction Company, Inc. in a form substantially similar to the city's form contract provided in the bid package, which form may include minimal and/or non-substantive changes.

BACKGROUND

Project No. 831, 47th St. East and Palmdale Blvd. Roundabout Landscaping Project, includes a new cultured stone veneer wall, new cobble and gravel surfacing, boulders, arid planting, and installation of additional Joshua trees within the existing traffic round about at the intersection of Palmdale Boulevard and 47th Street East. Work also includes traffic control, and material certification submittals. All work will be performed within the

existing roundabout. It is anticipated that construction will take approximately ninety (90) calendar days from the date the City issues the Notice to Proceed and is projected to occur between March 2023 and July 2023.

DISCUSSION

Four (4) bids were received for this project on December 6, 2022, and are summarized below:

BIDDER	LOCATION	AMOUNT
1. Dash Construction Company, Inc.	Woodland Hills	$204,604.45
2. Marina Landscape, Inc.	Garden Grove	$228,381.50
3. C.S. Legacy Construction, Inc.	Walnut	$334,439.00
4. R.C. Becker and Son, Inc.	Santa Clarita	$395,704.14

The project was released for public bid electronically on November 2, 2022. Eighteen (18) vendors registered with this project as prospective bidders and downloaded the bid documents for review. The prospective bidders included nine (9) vendors classified as prime contractors, five (5) as subcontractors, and four (4) classified as other. This project was reviewed and considered by many contractors and vendors, however Dash Construction Company, Inc. was the sole contractor to attend the pre-bid meeting for the project.

References have been checked and staff recommends that the City Council award Project No. 831 to the lowest bidder, Dash Construction Company, Inc., in the amount of $204,604.45.

CEQA

The proposed project is Categorically Exempt pursuant to Section 15301, Class 1, of the California Environmental Quality Act (CEQA) Guidelines, which permits the minor alteration of existing public structures/facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The proposed project involves alteration and upgrades to existing landscaping within the roundabout. A Notice of Exemption for the project was filed with the Los Angeles County Clerk on October 20, 2021, for compliance with the California Environmental Quality Act (CEQA).

FISCAL IMPACT

The project will be funded through Prop C Funds (204), which have been allocated in Account No. L0088. The account has a current available balance of $234,853. The fiscal impact and remaining account balance can be seen in the following table:

SCOPE OF WORK	COST
PN 831 47th St. E & Palmdale Blvd R.A.B. Landscape Project	$204,604.45
Construction Contingency (10%)	$20,460.45
Administration and Inspection	$7,288
Labor Compliance	$2,500
Total Cost:	**$234,853**

Account Number	Starting Balance	Remaining Balance
L0088	$234,853	-0-

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

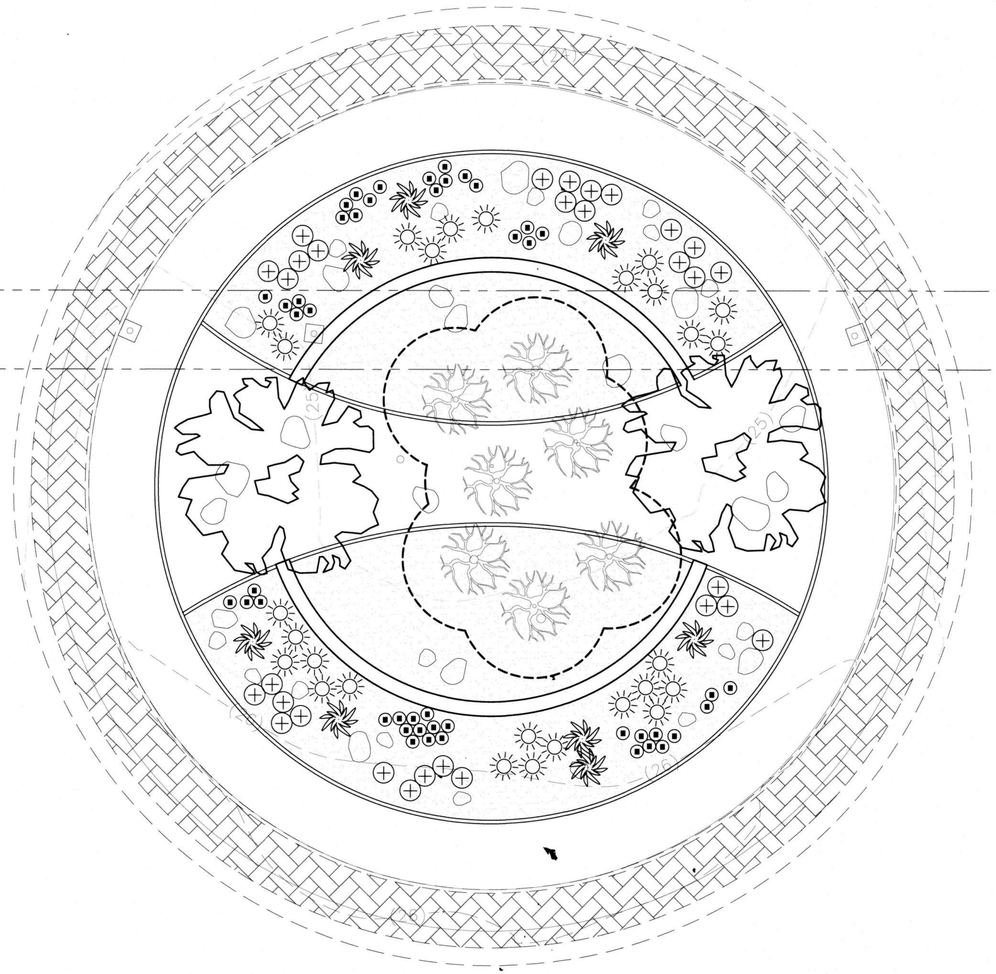
ATTACHMENTS
Site Plan

50TH STREET E

EASEMENT

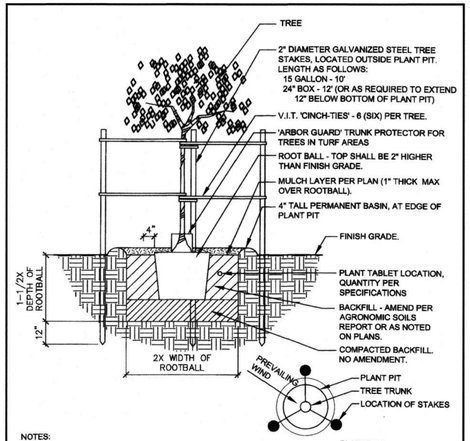
EASEMENT

E PALMDALE BLVD



47TH STREET E

E PALMDALE BLVD

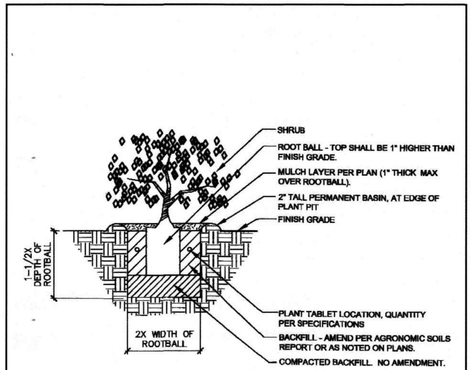


NOTES:
1. SCARIFY SIDES OF PLANT PIT PRIOR TO SETTING PLANT.
2. REMOVE NURSERY STAKES.
3. PROVIDE & INSTALL 21 GRAM PLANT TABLETS AS PER SPECIFICATIONS.

SCALE: NTS

CITY OF PALMDALE		STANDARD DETAIL
TYPICAL TREE TRIPLE-STAKING (36" BOX SIZE & LARGER)	REVISIONS	P-4
ENGINEERING / PLANNING / PUBLIC WORKS		
APPROVED BY ABOVE — DATE IMPLEMENTED 07/01/07		

2 TREE PLANTING



NOTES:
1. SCARIFY SIDES OF PLANT PIT PRIOR TO SETTING PLANT.
2. REMOVE NURSERY STAKES.
3. PROVIDE & INSTALL 5 GRAM OR 21 GRAM PLANT TABLETS AS PER SPECIFICATIONS.

SCALE: NTS

CITY OF PALMDALE		STANDARD DETAIL
TYPICAL SHRUB PLANTING	REVISIONS	P-6
ENGINEERING / PLANNING / PUBLIC WORKS		
APPROVED BY ABOVE — DATE IMPLEMENTED 07/01/07		

1 SHRUB PLANTING

PLANTING LEGEND

BOTANICAL NAME / COMMON NAME	SIZE	QTY.	SPACING	WUCALS	NOTES
PROSOPIS CHILENSIS / CHILEAN MESQUITE	36 BOX	2	AS SHOWN	VL	
AGAVE AMERICANA MARGARATA / VARIGATED AGAVE	24 BOX	8	AS SHOWN	VL	
HESPERALOE PARCIFOLIA / RED YUCCA	5 GAL	27	4'-0" O.C.	L	
ERIOGONUM FASCICULATUM VAR. POLIFOLIUM	5 GAL	30	3'-0" O.C.	VL	
OPUNTIA BASILARIS / PRICKLY PEAR CACTUS	5 GAL	46	2'-0" O.C.	VL	

SEE PLANTING NOTES ON SHEET L2.50.
REFER TO CONSTRUCTION PLAN FOR BOULDER BID COUNT.

0 8' 16' 32'

CHECKED BY:
PLAN REVIEWER — DATE 12-20-21

WITHERS & SANDGREN
LANDSCAPE ARCHITECTURE + PLANNING
20948 TULSA STREET
CHATSWORTH, CA 91311
818-291-0200
mail@withersandsandgren.com

SHEET TITLE: PLANTING PLAN

OWNER: CITY OF PALMDALE, DEPARTMENT OF PUBLIC WORKS, 38250 SIERRA HWY. PALMDALE, CA 93550

PROJECT TITLE: ROUNDABOUT AT PALMDALE AVE & 47TH STREET EAST PROJECT

REVISIONS	DATE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

DRAWN BY:	JO
CHECKED BY:	LW
PROJECT NO.	0997
DATE:	3 DEC 2021

LICENSED LANDSCAPE ARCHITECT — CASEY M. WITHERS 3855 — Signature 09/30/2023 Original Date — 12/3/2021 Date — STATE OF CALIFORNIA

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **1 & 5**

SUBJECT: **APPROVE FUNDING AGREEMENT WITH CALTRANS TO PROVIDE CALIFORNIA PUBLIC UTILITIES COMMISION (CPUC) FUNDS FOR PRELIMINARY ENGINEERING ON PROJECT STPLR-130L(297), AVENUE R & SIERRA HIGHWAY RAILROAD SAFETY PROJECT, IN THE AMOUNT OF $550,000.**

ISSUE

Approve funding agreement with Caltrans to provide California Public Utilities Commission (CPUC) funds for preliminary engineering on Project STPLR-130L(297), Avenue R & Sierra Highway Railroad Safety Project, in the amount of $550,000.

RECOMMENDATION

Staff recommends that the City Council:

A. Approve Agreement No. A-8181 with Caltrans to provide California Public Utilities Commission (CPUC) funds for preliminary engineering on Project STPLR-130L(297), Avenue R & Sierra Highway Railroad Grade Crossing Program.

B. Authorize the City Manager, or her designee to execute Agreement No. A-8181 with Caltrans for the referenced project, including minimal and/or non-substantive amendments.

BACKGROUND

This project will provide for the upgrade of the existing railway system at the intersection of Avenue R and Sierra Highway. The California Public Utilities Commissions (CPUC) Rail Crossings and Engineering Branch has proposed safety improvements to the existing railway system that will be funded under the Railroad-Highway Grade Crossing Program (RHGCP), Section 130 funds. The improvements will be contracted by both railroad agencies, Union Pacific Railroad (UPRR) and Southern California Regional Rail Authority (SCRRA/Metrolink) along with the City of Palmdale and will be managed by the Caltrans Division of Local Assistance.

DISCUSSION

The approval of this funding agreement allows the City to receive funds to complete the preliminary engineering phase of this railway system improvement project. The City will advertise and award these services to a licensed engineering consultant.

The scope of work for this project includes the preparation of engineering studies, construction documents with detailed plans, specifications, and cost estimate (PS&E), sufficient for a competitively bid, federal-aid construction project for a Railway-Highway Crossings Safety Project developed through the Diagnostic Study Method. The work involved for the City of Palmdale, or its awarded consultant, will include:

- Conduct a traffic queuing study for eastbound vehicles through the crossing at the intersection of Avenue R and Sierra Highway.
- Install pre-signal or queue-cutter, as recommended by traffic study and diagnostic team.
- Review and modify traffic signal operation, including railroad preemption operation, at the intersection of Avenue R and Sierra Highway.
- Reconstruct, widen, and/or extend raised medians east and west of the crossing.
- Conduct a pedestrian study, including counts/video studies identifying:
  - Daily pedestrian/bicycle counts for seven consecutive days
  - Routes of users including origination and destination
  - Pedestrians and bicycle users crossing Avenue R to access the pathway along the north sidewalk at the crossing
- Evaluate the necessity/feasibility of extended sidewalks and pedestrian warning devices at the south quadrants of the crossing.
- Reconstruct sidewalk at the north side of the crossing, and install pedestrian channelization, tactile strips, and egress gates.
- Install additional street lighting near the crossing.

The City of Palmdale shall provide the Key Stakeholders (Caltrans/CPUC/Railroads) with 30% Preliminary Design Plans, 60% Plans and 90% PS&E, for review, comment, and coordination, prior to the 100% Final PS&E, which is required for Construction Authorization and GO-88B Approval.

FISCAL IMPACT

Caltrans is the agency responsible for programming CPUC funds for the above referenced project. Under the terms and condition contained in the Funding Agreement, Caltrans has authorized the programming of CPUC funds in the amount of $550,000 for the design of this project. Under this agreement, funding is authorized for work in phases, beginning with the Preliminary Engineering (PE) phase. Additional funding to complete the contract will only be provided through the execution of amendments for the

subsequent phases(s) of work needed; Right of Way (RW), Utility Relocation (R/W-UTIL), and Construction (CON). This project is budgeted in Account No. S0145242-724525-3051, Avenue R and Sierra Highway RR Safety Crossing. Funds will be utilized from this account and will be 100% reimbursed by Caltrans.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENT

Agreement No. A-8181

Item	Chapter	Budget Act	Caltrans Project ID	Unit	Amount	State Fiscal Year
2660-102-0890	21	2021	0723000007	3328	$550,000.00	2021/2022
The funds listed above are available for the period and purpose of the expenditures stated herein.						

Railway-Highway Crossings Program Section 130 Program Supplement Avenue R, Palmdale		**PROJECT NUMBER (FED ID); STPLR-130L(297) CALTRANS ACCOUNTING ID: 0723000007 PROGRAM SUPPLEMENT: 50LP297 LOCODE: 5378** (The numbers above shall be included with all invoices submitted to Caltrans)
Caltrans Division of Local Assistance		**Office of Federal Programs – Section 130 P.O. Box 942874, MS 1 Sacramento, CA 94274-0001**
LOCAL AGENCY ADDRESS: PHONE	City of Palmdale 38300 Sierra Highway Palmdale, CA 93550 661-267-5100	Effective Date of Program Supplement : **August 11, 2022** Expiration Date of Program Supplement **December 31, 2025**

The City of Palmdale (hereinafter referred to as **Local Agency**) hereby agrees to do the work set forth herein for the State of California, Department of Transportation (hereinafter referred to as **Caltrans**) in accordance with the terms set established for Federal-Aid Funding under **Local Agency Master Agreement No. 07-5378F15** and in accordance with the covenants set forth in this **Program Supplement**, including but not limited to, California Streets and Highways Code section 114(b) and California Government Code 14038 and the specific regulations and the provisions of this form including Exhibits A, B and C.

This Program Supplement shall be effective the date defined herein and when executed by all parties and is subject to all the terms and conditions thereof and authorizes reimbursement of eligible costs incurred during the effective dates of this agreement.

The work is located in the City of Palmdale at the grade crossing of Avenue R and the **Union Pacific Railroad (UPRR)** tracks and the **Southern California Regional Rail Authority (SCRRA)**, identified as; **California Public Utilities Commission (CPUC) ID # 001B-414.20, 101VY-67.92 / LA-1290, DOT # 750602K**. The work to be completed by **Local Agency** under the terms of this Program Supplement is hereinafter referred to as the **Project**.

Under this agreement, funding is authorized for work in phases, beginning with the Preliminary Engineering (**PE**) phase. Additional funding to complete this Program Supplement will only be provided through the execution of amendments for additional work and with authorization for subsequent phase(s); Right of Way/Utility Relocation (**RW**), Construction (**CON**)/Construction Engineering **(CE).**

AMOUNT OF PROGRAM SUPPLEMENT $550,000.00

(Preliminary Engineering)

*It is expressly agreed that all persons engaged on this work are employees of the **Local Agency** and/or contractors hired by the **Local Agency** pursuant to its own policies and procedures and that none are employees of **Caltrans**.*

*Further, **Caltrans** hereby agrees to the terms as above set forth, and hereby agrees to pay the actual allowable costs incurred up to the limit set forth herein; provided, that by mutual consent of the **Local Agency** and **Caltrans**, this Program Supplement may be modified at any time.*

[Signatures are on the next page.]

PROJECT NUMBER (FED ID); STPLR-130L(297)
CALTRANS ACCOUNTING ID: 0723000007
PROGRAM SUPPLEMENT: 50LP297
LOCODE: 5378

IN WITNESS WHEREOF, *the parties have duly executed this* ***Program Supplement*** *as of the dates shown below with the effective date being the later hereunder.*

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Signature _____

Name **Bruce Roberts**

Title **Caltrans Section 130 Program Manager**

Date _____

CITY OF PALMDALE

Signature _____

Name **Ronda Perez**

Title **Interim City Manager**

Date _____

1. It is mutually understood between the parties that this Program Supplement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that might occur if the Program Supplement were executed after appropriations are actually made.

2. This Program Supplement is valid and enforceable only if sufficient funds are made available to **Caltrans** by the United States Government or the California State Legislature for the purpose of this program. In addition, this Program Supplement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Program Supplement in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Program Supplement shall be amended to reflect any reduction of funds.

3. This Program Supplement is for the elimination of hazards at railway-highway crossings with funds provided to **Caltrans** through the Federal Highway Administration (FHWA) for the Railway-Highway Crossings (Section 130) Program (23 U.S. Code § 130) and in accordance with 23 USC 130(f), Section 130 projects are funded at a **100%** federal share. Said elimination of hazards are a cooperative effort between **Local Agency, Railroads, Caltrans, and the CPUC**. The **CPUC** has evaluated the railroad highway intersection and determined what improvements are most likely necessary, **Caltrans** provides oversight and stewardship for the federal funds provided to the **Local Agency** and the **Railroads** to design and construct the **Project.**

4. The **Local Agency** agrees to lead and coordinate the concurrent efforts being undertaken by the **Railroads** under separate contact with Caltrans. The Project's safety improvements are to be completed in an expeditious manner without undue delay. Frequent coordination must be extended to the Railroads and the State Agencies associated with the Program Supplement (CPUC & Caltrans). The **Projec**t is for improved public safety, as such, the Local Agency is to **Prosecute the Project Diligently through Completion**. Caltrans under its USDOT/FHWA Stewardship Agreement, as a conduit for disbursement of Federal Surface Transportation Program funds for hazard elimination at railroad intersections on city streets, county roads and State Highways is reliant on the **Local Agency** to implement these safety improvements. Caltrans and Local Agency agree that the Project work as provided herein, is pursuant to federal rules and regulations and shall adhere to the guidance for local federal-aid projects as defined in the Caltrans Local Assistance Procedures Manual (LAPM). Additionally, Local Agency agrees to ensure that all construction work is performed in accordance with the provisions of Form FHWA-1273.

5. The basis of the design for the work to be performed by the **Local Agency** is identified in **Exhibit A** and made a part hereof (hereinafter referred to as **Scope of Work**). The Scope of work is based on; an analysis of existing conditions, accident history, and scoping reviews, to define the initial mutually agreed upon recommendations of improvements best suited for railroad-highways grade crossing hazards eliminations for the specific location and is subject to refinements or revisions; based on field diagnosis meeting(s), the progression of design, traffic engineering, signal pre-emption, or changed conditions, and only if approved by Caltrans and CPUC.

6. The Project's overall completion schedule is identified in **Exhibit B** and made a part hereof (hereinafter referred to as **Schedule**).

7. The reimbursement of federal funds is limited to the amount shown on the E-76. Only work performed after the date of federal authorization is eligible for federal reimbursement and all eligible reimbursements must be incurred prior to the FHWA Project End Date (PED). The E-76 for the authorized work under this supplement is attached hereto as **Exhibit C, E-76** and made a part hereof.

8. Each phase of work; Preliminary Engineering (PE), Right of Way (R/W), Utility Relocation (R/W), and Construction (CON), will require additional federal funds with authorization through the issuance of an updated E-76 and an amendment to this Program Supplement. Any unexpended prior obligations from the completed phase(s), will be carried forward and used in conjunction with the additional federal funds for the next phase of work. All subsequent phases of work (R/W, CON) and any requests for additional funds, must be initiated by the **Local Agency**, in compliance with the **Caltrans Local Assistance Procedures Manual (LAPM)**, aligned with the Project schedule and will be approved only if the state has sufficient Obligation Authority (OA) and available federal funds to undertake this action.

9. If federal funds are not available for a requested Construction (CON) obligation, the local agency may request in writing authorization to proceed with the project under the Local Assistance advance construction procedures. Under local advance construction procedures, the local agency will use its own funds to perform work eligible for future federal reimbursement. The local agency must have sufficient local funds to pay for all project costs until such time as federal funds become available.

10. Federal funds that have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date, per Government Code Section 16304, all project funds not liquidated prior to the end of the last day of the state fiscal reversion year, will revert unless an executed Cooperative Work Agreement extending these dates is requested by the Local Agency, supported by Caltrans and approved by the California Department of Finance.

11. **Local Agency** will not invoice for any work on the **Project**, nor will **Local Agency** purchase any materials, until authorized through the execution of this Program Supplement. Authorization shall not be issued by **Caltrans** until sufficient State or Federal funds have been obligated for the projects. State liability pursuant to this Program Supplement is limited to the amount set forth in this Program Supplement

12. The **Local Agency** shall comply with Build America Buy America Act (BABA), enacted as part of Infrastructure Investment and Jobs Act (IIJA, § 70912(2)), which requires the recipient of all federal-aid funds to ensure all iron, steel, manufactured products, and construction materials used on projects are produced in the United States. The Buy America provisions set forth in 23 CFR 635.410, for steel, iron and manufactured goods produced in the United States, apply to the **Project** and are subject to the conditions therein set forth.

13. Any person, company or corporation who performs construction work authorized under terms of this Program Supplement must have a valid and current California contractor's license. All authorized work performed by employees of **Local Agency** and any **CPUC** regulated public utility, City, County or Public Service District is not subject to the above contractor's license requirement.

14. **Local Agency** must coordinate **Project** work with the **Railroads** that owns and operates the tracks where the Project is located, and **Local Agency** is wholly responsibly to execute and maintain all agreements required by the **Railroads** for the Local Agency's access and encroachment over the crossing.

15. **Local Agency** will secure all legally required and necessary permits and approvals before commencing **Project** construction.

16. Where **Project** work is in conjunction with work done by **Railroads, Railroads** will construct railroad track and signal work to its own standard specifications, **Local Agency** will not perform any work on the **Railroad** tracks or within railroad right of way without securing permission from the railroad. **Project** work done within twenty-five feet of the centerline of the **Railroad** track may require a **Railroad** employee to protect the workers of **Local Agency** or its contractors. This provision is pursuant to federal law regulation and must be clearly agreed to in writing between **Local Agency** and **Railroad** before commencement of **Project** work at the railroad-highway intersection. A copy of this agreement between **Railroad** and **Local Agency** shall be provided to **Caltrans** by **Local Agency** as soon as it is executed.

17 Any warning devices, medians, signs, pavement markings, structures or other improvements, which may be installed in conjunction with **Project** must be agreed upon between **Railroads**, the **Local Agency, Caltrans** and the **CPUC.** The **Local Agency** shall be the lead applicant and must receive approval of a **CPUC General Order 88-B** authorization of rail crossing modifications, prior to commencing any construction activities and **Local Agency** is responsible from initiation through close-out of the GO-88B permit.

18. Guidance, regulatory, warning, and temporary traffic control signs, curb and pavement, or other markings and traffic signals installed or placed on any project constructed with federal funds shall conform to the Manual of Uniform Traffic Control Devices (MUTCD) and its California Supplement (CAMUTCD). Deviations from the Mandatory Standards for signs, markings, and traffic signals as defined and shown in the MUTCD and CAMUTCD are not permitted.

19. **Caltrans** will reimburse the **Local Agency** on the basis of actual cost, not to exceed the **Project** costs set forth herein. Any cost of the work determined by **Caltrans** to be not reimbursable, shall be borne and paid for solely and exclusively by **Local Agency**.

20. **Local Agency** invoice procedures shall conform to the California Prompt Payment Act (Gov. Code § 927 et seq.,) and submittals comply with LAPM procedures. Correspondence and/or invoices are to be mailed to:

Caltrans Division of Local Assistance
Office of Federal Programs Section 130, MS-1
P.O. Box 942874
Sacramento, CA 94274

Physical Address:
California Department of Transportation
Division of Local Assistance,
1200 N Street, Room 2400
Sacramento, California 95814.

21. Not more frequently than once a month, but at least quarterly, **Local Agency** will prepare and submit to **Caltrans** invoices for actual allowable costs incurred. **Caltrans** will review the invoice for compliance with this Program Supplement. Payment will be made by **Caltrans** to **Local Agency** within forty-five (45) days of the date of receipt of an invoice by **Caltrans,** unless disputed. Invoices which are determined not in compliance, or include unallowable costs, will be returned to **Local Agency** for correction of deficiencies, after which Local Agency will resubmit the invoice to **Caltrans** as prescribed above.

22. The **Local Agency** shall prepare and submit to Caltrans, at least quarterly (4x per year), a written project status report that includes, at a minimum; a comprehensive summary of the overall project status, accomplishments to date, activities under way, risks, issues, planned activities and schedule updates. Status reports can be submitted in conjunction with invoice submittals. Upon written request by Caltrans, quarterly project status updates may be conducted through either teleconference or as in-person meetings with the Local Agency's project manager and key project staff members that are able to address project delivery topics and the actions being taken to resolve issues.

23. The **Local Agency**, upon completion of the work required of the **Project**, will provide to **Caltrans** a written declaration/notification that the **Project** has been final billed and ready to be closed. This declaration shall be based upon actual allowable **Project** cost, **Project** Scope and **Project** cost limits set forth herein. Upon receipt of this declaration, **Caltrans** will pay all outstanding allowable invoiced **Project** costs. If upon final accounting, it is determined that **Caltrans** previously paid more than its share of said project, **Local Agency** shall refund the difference between **Caltrans'** share and the amount paid by **Caltrans**. All records of the **Local Agency**, its contractors and subcontractors are subject to audit by representatives of the **State of California** and Federal Highway Administration. Such records will be retained and made immediately available for inspection by **Caltrans'** Auditors for a period of three years from **Caltrans'** date of final payment of aforementioned final invoice. Further, **Local Agency** agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Program Supplement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

24 **Local Agency** agrees to pay prevailing wages for the work performed, pursuant to the California Labor Code §1720, or any other applicable law.

25. All work to be done hereunder by **Local Agency** shall be done only by its employees on a force account basis, or by contractors, the cost thereof to be paid to **Local Agency** by **Caltrans** in the manner hereinafter set forth.

26. The **Local Agency** agrees that the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowable individual items of indirect cost. **Local Agency** agrees to comply with the applicable Federal procedures in accordance with Office of Management and Budget Circular 2 CFR §200.

27. All applicable portions of 23CFR §140, Subpart I and 23 CFR §646, Subparts A and B are incorporated into this Agreement by reference. are by reference incorporated herein and made a part hereof.

28. **Caltrans** agrees to reimburse **Local Agency** for qualified insurance expenses as authorized by 23 CFR §646 et seq., and as set forth in the cost estimates or approved through amendment.

29. The **Local Agency** has 180 days after the expiration date of this Program Supplement to submit the final invoice to **Caltrans** for verification and payment. No compensation or reimbursement is payable for any cost or expense that is submitted on an invoice following 180 days after the expiration date of the Program Supplement.

30. In accordance with the **California Public Utilities Commission** General Orders, and in cooperation with the **Railroad**, the **Local Agency** shall maintain the **Project** improvements located in its right of way.

31. Subject to the availability of labor and material and securing the required and necessary permits and approvals of phase authorizations, it is the intent of the parties hereto that all construction work under this Program Supplement shall be completed within the effective date of this Program Supplement, unless a time extension is requested by **Local Agency** and approved in writing by **Caltrans**. The expiration date of this Program Supplement is shown on the face sheet. Costs incurred after the expiration date of Program Supplement are unallowable and shall not be billed by the **Local Agency** to **Caltrans.**

32. **AMENDMENT:** No amendment or variation of the terms of this Program Supplement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in this Program Supplement is binding on any of the parties.

33. **ASSIGNMENT:** This Program Supplement is not assignable, in whole or in part, without the consent of **Caltrans** in the form of a formal written amendment.

34. **AUDIT: Local Agency** agrees that **Caltrans** or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Program Supplement at all reasonable times during the entire period of this **Program Supplement** and **Local Agency** agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. **Local Agency** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

35. **INDEMNIFICATION: Local Agency** agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Program Supplement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be killed, injured or damaged except to the extent that such death injury or damage results from the sole or active negligence of **Caltrans**.

36. **DISPUTES: Local Agency** shall continue to perform under this Program Supplement during any dispute.

37. **TERMINATION**: State reserves the right to terminate this contract without cause upon 30 days written notice to the **Local Agency**. In the event of a termination; failure to receive funding, failure to acquire the required and necessary permits or approvals, loss of funding or inadequate funding for completion of the entire Project, or absence of a concurrent but separate Caltrans contract with the Railroad (hereinafter referred to as **Terminating Event**), State shall pay all actual Project costs incurred by **Local Agency** on the Project prior to receiving notice of any of the Terminating Event, and for actual Project costs that cannot be reasonably avoided following termination.

38. **INDEPENDENT CONTRACTOR: Local Agency**, and the agents and employees of **Local Agency**, in the performance of this Program Supplement, shall act in an independent capacity and not as officers or employees or agents of **Caltrans** or State.

39. **NON-DISCRIMINATION CLAUSE:** During the performance of this Program Supplement, **Local Agency** and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or

applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40*),* marital status, and denial of family care leave. Contractor and subcontractor*s* shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Program Supplement by reference and made a part hereof as if set forth in full. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. **Local Agency** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Program Supplement.

40. **GOVERNING LAW:** This Program Supplement is governed by and shall be interpreted in accordance with the laws of the State of California.

41. **FORUM SELECTION CLAUSE:** Sacramento County shall be used as the primary venue for any action arising from this Program Supplement, or an alternative location of competent jurisdiction within the State of California may be used, only if mutually agreed upon in writing.

42. **ORDER OF PRECEDENCE**; The **Federal-Aid Master Agreement**, this **Program Supplement, Exhibit A**, Scope of Work; **Exhibit B**, Schedule; **Exhibit C**, E-76; are incorporated by reference and constitute the entire agreement between **Caltrans** and **Local Agency**. The documents listed in this paragraph shall be hereinafter referred to as the "**Contract**". In the event of a conflict between the contract documents, the controlling document shall be the **Federal-Aid Master Agreement**, this **Program Supplement**, then **Exhibit A**, **Exhibit B**, **Exhibit C**. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded provisions over any conflicting provisions defined in the body of the Program Supplement or its exhibits.

43. **ANTITRUST CLAIMS:** The **Local Agency** by signing this Program Supplement hereby certifies that if these services or goods are obtained by means of a competitive bid, the **Local Agency** shall comply with the requirements of the Government Code Sections set out below:

a. The Government Code Chapter on Antitrust claims contains the following definitions:
    1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body

pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

44. **CHILD SUPPORT COMPLIANCE ACT:** "For any Contract in excess of $100,000, the **Local Agency** acknowledges in accordance with Public Contract Code 7110, that:

a. The **Local Agency** recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The **Local Agency**, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

45. **UNENFORCEABLE PROVISION:** In the event that any provision of this Program Supplement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Program Supplement have force and effect and shall not be affected thereby.

46. **PRIORITY HIRING CONSIDERATIONS:** If this Program Supplement includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

Expiration of this Program Supplement does not release any party hereto from any ongoing performance requirements agreed to herein.

Exhibit A – Scope of Work
Avenue R
Fed Xing ID: 750602K
CPUC ID: 001B-414.20, 101VY-67.92 / LA-1290

Scope of Work*

Includes the preparation of engineering studies, construction documents with detailed plans, specifications, and cost estimate (PS&E), sufficient for a competitively bid, federal-aid construction project for a Railway-Highway Crossings Safety Project developed through the Diagnostic Study Method**.

The Local Agency **SHALL** provide the Key Stakeholders (Caltrans/CPUC/Railroads) with **30%** Preliminary Design Plans, **60%** Plans and **90%** PS&E, for review, comment, and coordination***, prior to the 100% Final PS&E, which is required for Construction Authorization and GO-88B Approval.

Engineering Inputs and Design Requirements

- Conduct a traffic queuing study for eastbound vehicles through the crossing at the intersection of Avenue R and Sierra Highway.
- Install pre-signal or queue-cutter, as recommended by traffic study and diagnostic team.
- Review and modify traffic signal operation, including railroad preemption operation, at the intersection of A venue R and Sierra Highway.
- Reconstruct, widen, and/or extend raised medians east and west of the crossing.
- Conduct a pedestrian study, including counts/video studies identifying:
    - Daily pedestrian/bicycle counts for seven consecutive days
    - Routes of users including origination and destination
    - Pedestrians and bicycle users crossing A venue R to access the pathway along the north sidewalk at the crossing
- Evaluate the necessity/feasibility of extended sidewalks and pedestrian warning devices at the south quadrants of the crossing.
- Reconstruct sidewalk at the north side of the crossing, and install pedestrian channelization, tactile strips, and egress gates.
- Install additional street lighting near the crossing.

**Scope of Work from CPUC Project Initiation Document, August 4, 2022.*

*** Highway-Rail Crossing Handbook, 3rd Edition (July 2019) https://safety.fhwa.dot.gov/hsip/xings/com_roaduser/fhwasa18040/*

**** Level of details to be provided with each design submittal (30/60/90/100%) should follow local agency standards of practices, (additional information on expected level details can be requested from Caltrans).*

The design shall conform and comply, as needed, to ADA Title II regulations, Caltrans Standard Specifications and Standard Plans, and the California Manual on Uniform Traffic Control Devices (CAMUTCD)

Exhibit B – Schedule
Avenue R
Fed Xing ID: 750602K
CPUC ID: 001B-414.20, 101VY-67.92 / LA-1290

	Milestones	Requirement	Completion Dates (After Contract Execution)
Preliminary Engineering			
	Project Manager Named / Design Team Established / Consultant Selection Complete	**Mandatory**	Less Than ≤ 180 Days
	Local Agency Project Delivery Schedule & Stakeholder Coordination Plan with RR/CPUC/Caltrans.	**Mandatory**	Less Than ≤ 180 Days
	30% Plans	**Mandatory**	Less Than ≤ 365 Days
	Diagnostic Field Meeting (w/ attendance of key stakeholders & record of issues and next steps)	**Mandatory**	Less Than ≤ 365 Days
	60% Plans	Target	≤ 16 Months
	Environmental Clearance (NEPA)	Target	≤ 18 Months
	90% Plans and Draft Specifications	Target	≤ 20 Months
	100% Plans, Specs and Estimate (PS&E)	Target	≤ 24 Months
	CPUC GO-88B	Target	≤ 24 Month
Right of Way			
	Utilities	Target	Undetermined
	Right of Way Certification	Target	≤ 24 Months
Construction			
	Construction Authorization	Target	≤ 24 Months
End Project			
	End Construction	Target	≤ 48 Months
	Final Invoice	Target	≤ 180 Days After End Construction

Legend: ≤ [Less Than; Task is be completed on or before the calendar date established by adding the defined duration to the effective date the Program Supplement is executed by all parties]

Milestones Requirements

- **Mandatory** – Due to project selection and scope development being conducted through teleconferencing, **Mandatory Milestones** must be completed by the Local Agency within the duration defined. Failure to complete **Mandatory Milestones** by the Completion Dates, may lead to, delays in future funding, development of a corrective action plan, potential de-obligation of federal funds or contract termination. Changes to Mandatory Milestones will only be approved in writing.

- **Target –** Milestone Dates present the State's expectation for timely completion of this safety project and the timeframes should be incorporated into Project Delivery Schedule.

Exhibit C – E-76
Avenue R
Fed Xing ID: 750602K
CPUC ID: 001B-414.20, 101VY-67.92 / LA-1290

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

FEDERAL AID PROGRAM — **CALIFORNIA DEPARTMENT OF TRANSPORTATION**

DLA LOCATOR: 07-LA-0-PMDL
PREFIX: STPLR
PROJECT NO: 130L(297)
SEQ NO: 1
STATE PROJ NO: 0723000007L-N
ALT. PROJ NO: 0750LP297L
AGENCY: PALMDALE
ROUTE:
DISASTER NO:
TIP DATA
MPO: SCAG
FSTIP YR: 20/21
STIP REF: 20920011498
FSTIP ID NO: LA11G7

PROJECT LOCATION:
AVENUE R GRADE CROSSING AT THE UPRR & SCRRA RAILROAD XINGS, IN THE CITY OF PALMDALE
TYPE OF WORK:
SECTION 130 RAILROAD-HIGHWAY GRADE CROSSING HAZARDS
FED RR NO'S: 75060
PUC CODES: 67.92
PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN
ENV STATUS / DT:
RW STATUS / DT:
INV RTE:
BEG MP:
END MP:
BRIDGE NO:

PREV AUTH / AGREE DATES:
PE:
R/W:
CON:
SPR:
MCS:
OTH:

PROJECT END DATE (PED): 06/30/2026

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
ZS4E	10	15				

FUNDING SUMMARY

PHASE		PROJECT COST	FEDERAL COST	AC COST
	PE PREV. OBLIGATION	$0.00	$0.00	$0.00
PE	PE THIS REQUEST	$550,000.00	$550,000.00	$0.00
	PE SUBTOTAL	$550,000.00	$550,000.00	$0.00
	RW PREV. OBLIGATION	$0.00	$0.00	$0.00
R/W	RW THIS REQUEST	$0.00	$0.00	$0.00
	RW SUBTOTAL	$0.00	$0.00	$0.00
	CON PREV. OBLIGATION	$0.00	$0.00	$0.00
CON	CON THIS REQUEST	$0.00	$0.00	$0.00
	CON SUBTOTAL	$0.00	$0.00	$0.00
	OTH PREV. OBLIGATION	$0.00	$0.00	$0.00
OTH	OTH THIS REQUEST	$0.00	$0.00	$0.00
	OTH SUBTOTAL	$0.00	$0.00	$0.00
	TOTAL:	$550,000.00	$550,000.00	$0.00

STATE REMARKS

08/08/2022 Sequence #1, PE Funding for the City of Palmdale based on the CPUC Scope Document 08/04/2022

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE
FOR:
DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: ROBERTS, BRUCE ON 2022-08-08 651-1252
REVIEWED IN FADS BY: ROBERTS, BRUCE ON 2022-08-08 651-1252
SUBMITTED IN FADS BY: ROBERTS, BRUCE ON 2022-08-08 FOR CALTRANS
PROCESSED IN FADS BY: SIGNATURE, NOT_REQUIRED ON 2022-08-08 FOR FHWA
E-76 AUTHORIZED DATE IN FMIS BY: JIYOUNG AHN ON 2022-08-11 17:47:54.0

Page 1

SIGNATURE HISTORY FOR PROJECT NUMBER 130L(297) AS OF 09/09/2022

FHWA FMIS SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	JERILYNN FOGLE	08/10/2022
	JERILYNN FOGLE	08/10/2022
	JIYOUNG AHN	08/11/2022

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AUTH/AGREE	ROBERTS, BRUCE	08/08/2022

Page 2

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS**

DISTRICT: **1**

SUBJECT: **ADOPT RESOLUTION NO. CC 2023-003, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE BUDGET TRANSFER OF $250,000, FROM EMERGENCY RESERVES, FOR FIRE AND WATER CLEAN UP AND ASBESTOS TESTING OF THE CHIMBOLE CULTURAL CENTER AND APPROVE PURCHASE ORDER NO. 20230423 WITH SERVPRO, DBA to GLW ENTERPRISES INC. IN THE AMOUNT NOT TO EXCEED $220,000.**

ISSUE

Adopt Resolution No. CC 2023-003, a Resolution of the City Council of the City of Palmdale authorizing the budget transfer of $250,000, from emergency reserves, for fire and water cleanup and asbestos testing of the Chimbole Cultural Center and approve Purchase Order No. 20230423 with ServPro, DBA to GLW Enterprises, Inc., in the amount not to exceed $220,000.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2023-003, authorizing the transfer of $250,000 from emergency reserves for fire and water cleanup and asbestos testing;

2. Authorize the Interim City Manager or her designee to approve Purchase Order No. 20230423, Agreement No. 8198, with ServPro, including minimal and/or non-substantive changes.

BACKGROUND

On December 26, 2022, a fire was started in the upstairs ballroom of the Chimbole Cultural Center. The fire's source was an artificial Christmas tree that was ignited by an outside source. There was significant fire damage to the ballroom and significant water intrusion in the ceiling, walls, and flooring throughout the entire facility. City Maintenance staff contacted ServPro immediately to provide for initial water extraction, cleanup, and initial drying. During the course of the week, ServPro provided moisture readings, continued extraction of water, restorative cleaning procedures, air filtration devices to minimize the spread of contaminant, application of anti-microbial agents, deodorization of carpet, removal of fire debris, etc. This emergency work is estimated at $41,000. Due

to the water intrusion in the ceiling and walls, it is recommended that areas of the building be opened up to allow for additional drying and decontamination. ServPro provided an updated estimate to remove all carpeting, affected drywall, ceiling tiles and insulation and provide additional drying equipment to remove the potential of mold growth in the building. The estimated cost of the removal of affected walls, ceiling, ducting, and insulation is estimated at $166,000.

DISCUSSION

Staff is requesting an emergency transfer of $250,000 into the Chimbole Cultural Center Rehabilitation Project to cover much needed fire and water removal services provided by Servpro. Additional services rendered included was emergency asbestos testing done of the floors, walls, and ceiling tiles to determine if the building contained asbestos. Although asbestos was found in the vinyl floor tile of two small areas of the building, it is not urgent to remove the flooring at this time.

Palmdale Municipal Code 3.08.080.D allows the City Manager to dispense with the standard competitive bidding requirement provided that "such emergency procurements shall be made with such competition as is practicable under the circumstances." The subsection states:

"(D) Emergencies. “Emergency procurement” means the procurement of goods, materials, equipment, supplies or services which are required to remedy a situation where the health, safety, welfare or quality of welfare of the public or public property is endangered or severely reduced if immediate corrective or preventive action is not taken and the emergency will not permit a delay resulting from a competitive procurement and that the action is necessary to respond to the emergency. Notwithstanding any other provisions of this chapter, the City Manager, upon finding that there exists an emergency situation as described herein, may authorize the Chief Procurement Officer/designee and/or Public Works Director/designee to make emergency procurements of goods, materials, equipment, supplies or services; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances. An emergency procurement shall be limited to those goods, materials, equipment, supplies and services necessary to satisfy the emergency need."

This unanticipated emergency work exceeds the signing authority of the City Manager. Therefore, staff recommends that the City Council adopt Resolution No. 2023-003 to transfer $250,000 to Chimbole Cultural Center Rehabilitation Project and approve PO 20230423, Agreement No. 8198, for a not to exceed amount of $220,000 with ServPro to complete much needed emergency material removals.

FISCAL IMPACT

It is requested that $250,000 from City Emergency Reserves be transferred into Account F0161101-724525. To date, the current estimate with ServPro is $207,000. As this is an estimate only, it is requested that City Council approve Purchase Order No. 20230423 in the amount of $220,000 to cover additional costs that may incur during the removal process. Additional costs also have been incurred for asbestos testing.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community viability.

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

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

ATTACHMENTS

Resolution No. CC 2023-003
Purchase Order No. 20230423

CITY OF PALMDALE

COUNTY OF LOS ANGELES, CALIFORNIA

RESOLUTION NO. CC 2023-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADOPTING THE TRANSFER OF $250,000 FROM CITY EMERGENCY RESERVES TO THE CHIMBOLE CULTURAL CENTER REHABILITIATION PROJECT FOR EMERGENCY FIRE AND WATER DAMAGES

WHEREAS, the Chimbole Cultural Center experienced a fire on December 26, 2022, causing significant fire and water damage to the entire building; and

WHEREAS, the transfer of $250,000 is needed for emergency fire and water cleanup and asbestos testing;

WHEREAS, the Chimbole Cultural Center Rehabilitation Project does not have funds to cover these expenses;

WHEREAS, this unanticipated work exceeds the signing authority of the City Manager.

NOW THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Adopt a budget transfer of $250,000 from the City Emergency Reserves into the Chimbole Cultural Center Rehabilitation Project to cover the emergency clean up services provided.

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this _____ day of _____, _____.

_____
Laura Bettencourt, Mayor

Approved as to form:

ATTEST:

_____
Rochelle Scott, Acting City Clerk

_____
Scott E. Porter
Interim City Attorney

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the _____ day of _____, 20___ by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

–

Date: _____ _____
Rochelle Scott, Acting City Clerk

CITY OF PALMDALE

Purchase Order

PURCHASING DIVISION
PHONE: (661) 267-5444 FAX (661) 267-5454
BILL TO: ACCOUNTS PAYABLE
38300 Sierra Highway
Palmdale, CA 93550
(661) 267-5460

Fiscal Code N
Revisions 002
Fiscal Period 07
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230423**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR
GLW ENTERPRISES INC
SERVPRO OF LANCASTER/PALMDALE/ACTON
29059 THE OLD ROAD
VALENCIA, CA 91355
Fax: 661-272-5796

SHIP TO
LYNN GLIDDEN
PUBLIC WORKS DEPARTMENT
38250 SIERRA HWY
PALMDALE, CA 93550
Email: LGLIDDEN@CITYOFPALMDALE.ORG
Phone: 661-267-5300

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
661-723-7141	661-272-5796		Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/05/2023	5949		DESTINATION/NET 45	CAPITAL IMPROVEMENT PROJECTS

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	CHIMBOLE CENTER RESTORATION CLEANING The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	**MODIFIED:** CHIMBOLE CENTER RESTORATION CLEANING PURCHASE ORDER 20230423 AND AGREEMENT A-8198 ARE PENDING CITY COUNCIL APPROVAL ON JANUARY 11, 2023. ***F0161101 - 724525***	1.0	DL	$220,000.00	$220,000.00 ***$220,000.00***

Receiving Copy
Internal Purpose Only
Please Do not forward
to Vendor

☐ **Partial Order**

☐ **Purchase Order Complete**

RECEIVING COPY

Sales Tax	$0.00
Order Total	**$220,000.00**

1. **ACCEPTANCE** ACCEPTANCE OF THIS PURCHASE ORDER BY THE VENDOR IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY TERM OR CONDITION STATED BY THE VENDOR IN ANY PRIOR PROPOSAL , ON VENDOR'S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED TO BY THE BUYER. ANY SUCH TERM OR CONDITION SHALL BE INAPPLICABLE TO THIS ORDER UNLESS EXPRESSLY AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE MERCHANDISE COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF VENDOR'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY VENDOR SHALL CONSTITUTE ACCEPTANCE OF THIS OFFER AND ALL OF ITS TERMS AND CONDITIONS; SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE MERCHANDISE ORDERED; INFORMING THE BUYER OF COMMENCEMENT OF PERFORMANCE; OR RETURNING VENDOR'S OWN FORM OF ACKNOWLEDGEMENT.

2. **PRICE AND DELIVERY** Vendor shall furnish the merchandise covered by this order (which may consist of or include services of a non-technical and non-professional nature or construction work) in accordance with the prices and delivery schedule stated on the face of this order. If prices or delivery dates are not stated, Vendor shall offer its lowest prices or best delivery dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes, except sales taxes which are separately shown where applicable. Vendor warrants that the prices charged for the merchandise ordered will be as low as the lowest price charged by the Vendor to any customers purchasing similar merchandise in the same or smaller quantities and under like circumstances.

3. **PAYMENT** Buyer shall pay to Vendor the full sales price within forty five (45) days of invoice date, or sooner if otherwise specified on the face of this order.

4. **PACKING AND SHIPPING** Vendor warrants that prices include all charges for packing, crating, and transportation to F.O.B. point. All merchandise shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain the lowest shipping rates and to assure adequate protection of the merchandise in shipment and storage and its arrival at F.O.B. point in undamaged condition. An itemized packing list shall accompany each shipment.

5. **F.O.B, TITLE AND RISK OF LOSS** Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer's location designated on the face of this order . If transportation is F.O.B. Vendor's location, Vendor shall bear all risk of loss or damage to the merchandise, and title shall not shift to Buyer, until delivery of the merchandise to Buyer's designated location.

6. **INVOICING** After shipping or otherwise providing merchandise under this order, Vendor shall send a separate invoice, in duplicate, including item numbers and accompanied by a bill of lading or express receipt. The time for payment of Vendor's invoices shall commence upon the date of actual receipt of merchandise and acceptable invoices consistent with the requirements of this order.

7. **ADVANCE SHIPMENTS AND COMMITMENTS** Buyer may, at its option, either merchandise received in advance of the delivery schedule set forth herein, or return it to Vendor at Vendor's risk and expense. If retained, time for payment and discount, if any, shall be based upon scheduled delivery dates. Vendor shall place all orders for, and schedule deliveries of materials necessary for its performance under this order at such times as will enable Vendor to meet, but not unreasonably anticipate, the stated delivery schedule. In the event of termination of or changes to this order, Buyer shall not be liable for any charges or costs arising form commitments by Vendor for the acquisition of materials, or work performed, in advance of the time necessary to meet the specified delivery schedule, unless Buyer has given its prior written consent to such advance commitments or work.

8. **CHANGES** Buyer may, by written change order, suspend performance in whole or in part, make changes in quantities, in drawings, designs or specifications, in the method of shipment or packing in the time or place of delivery, or require additional or diminished work. If any such changed causes an increase or decrease in the cost of or the time required for, performance of this order, an equitable adjustment shall be made in the contract price or delivery dates, or both and this order shall be modified in writing accordingly. Any claim for adjustment under this Section 8 may, at Buyer's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Vendor of the change order. No change order will be binding on Buyer unless issued and signed by an authorized representative of Buyer's purchasing department. Nothing in this Section 8 shall excuse Vendor from proceeding with the order as changed.

9. **INSPECTION** Final inspection and acceptance of the merchandise shall be at the F.O.B. point unless otherwise specified in this order. Such inspection shall be in accordance with the customary established inspection procedures of Buyer at the location where the merchandise is received. Buyer reserves the right to use sampling procedures for the acceptance or rejection of any or all items ordered. If a lot is rejected by the sampling procedure, the entire lot may be returned to Vendor for screening at the Vendor's expense or, at the option of Buyer, the rejected lot may be screened by Buyer at Vendor's expense, and the costs thereof shall be deducted from Vendor's invoice. Buyer may reject any merchandise which contains defective materials or workmanship or does not conform to specifications or samples. In such event, Buyer may, at its option, and upon written notice to Vendor: (i) rescind this order as to such merchandise; (ii) accept such merchandise at an equitable reduction in price; or (iii) reject such merchandise and require the delivery of replacements. Deliveries of replacement merchandise shall be accompanied by a written notice specifying that such merchandise is a replacement. If Vendor fails to deliver required replacements promptly, Buyer may: (I) replace or correct such merchandise and charge the Vendor the cost thereby incurred by Buyer; or (ii) terminate this order for cause as provided in Section 16 hereof. The rights of Buyer under this Section 9 are in addition to any other rights or remedies herein or by law.

10. **WARRANTIES** In addition to all other warranties, expressed or implied, Vendor warrants that the merchandise will be: (I) free from defect in workmanship and materials; (ii) free from defects in design except to the extent that such merchandise complies with the specifications provided by Buyer, (iii) suitable for purposes, if any, which are stated on the face of this order or in any attachments hereto; and (iv) in conformity with all other requirements of this order. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance and payment.

    In addition to all other rights Buyer may have, if merchandise is determined not to e as warranted within a period of one (1) year acceptance by Buyer, Buyer may return such merchandise to Vendor, at Vendor's expense, for correction, replacement or credit, as Buyer may direct. Any merchandise corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement merchandise, be subject to the provision of this Section 10 for the same period and to the same extent as merchandise initially furnished pursuant to this order.

11. **PROPRIETARY INFORMATION** All written information obtained by Vendor from Buyer concerning this order, and which is identified as proprietary by Buyer, shall be received in confidence and shall remain the property of the Buyer, and shall be used and disclosed by Vendor only to the extent necessary for performance of this order.

12. **COMPLIANCE WITH LAWS** Vendor shall comply with all federal, state and local laws, ordinances, rules and regulations in the manufacture and sale of the merchandise (including the performance of any services or construction work). Vendor will defend and hold Buyer harmless from any loss, damage or costs attributable to or arising out of any actual or alleged violation of any such law, ordinance, rule or regulation.

13 **USE OF VENDOR'S LITERATURE** Buyer shall have the right, at no additional charge, to use and reproduce the Vendor's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Vendor shall advise Buyer in writing of any updated information relating to the foregoing literature and documentation.

14. **LIABILITY FOR INJURY** Vendor shall indemnify Buyer against any loss and liability for all personal injury and property damage caused by the merchandise sold or the services of construction work.

15. **ASSIGNMENT PROHIBITED** Vendor shall not assign this order, or any rights or obligations hereunder, without the prior written consent of Buyer, and no attempted or purported assignment by Vendor shall be binding on Buyer without such written consent.

16. **DEFAULT AND TERMINATION** Buyer may, by written notice of default to the Vendor, terminate this order, or any part thereof, under the following circumstances:
    A. If Vendor fails to deliver the merchandise (or to commence performance of any services or construction work included therein) in accordance with the delivery schedule specified herein, or any extension thereof; or if vendor fails to perform any other provision of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and any such failure or default is not cured within ten (10) days after written notice from the Buyer, or
    B. In the event of the appointment of a trustee, receiver or liquidator for all or a portion of Vendor's property, or the institution of bankruptcy, reorganization, arrangement or liquidation proceedings by or against the Vendor, or any assignments by Vendor for the benefit of creditors.

    Upon any termination to this Section 16, Buyer may purchase similar merchandise elsewhere, or secure the delivery of the merchandise by contract, or otherwise and Vendor shall be liable to Buyer for any excess cost to Buyer; provided, however, that Vendor shall not be liable for such excess costs when the delay of Vendor in performing or in making deliveries is due to causes beyond the control and without fault or negligence on the part of the Vendor. No cause shall constitute a basis for excusable delay unless Vendor has notified Buyer in writing of the existence of such cause within ten (10) days from the commencement thereof. The rights and remedies of Buyer under this Section 16 shall not be exclusive and are in addition to all other rights and remedies provided by law or by the terms and condition of this order.

17. **WAIVER** Buyer's failure to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to Buyer under this order, shall not be construed as a waiver of any provision of this order, and the same shall continue in full force and effect. If any provision of this order is determined by a court of competent jurisdiction to be void or otherwise unenforceable, the other provisions of this order shall not be affected thereby.

18. **DISPUTE RESOLUTION** Disputes regarding the interpretation or application of any provisions of this order shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce or interpret any provisions of this order, 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.

19. **GOVERNING LAW** The validity, performance and construction of the order, including all terms and conditions thereof, shall be construed in accordance with and governed by the laws of the State of California.

20. **ENTIRE AGREEMENT** This order, its terms and conditions, and any supplemental attachments, addenda or riders annexed hereto by Buyer, contain the entire agreement between the parties as to the subject matter hereof, and replace and supersede any prior or contemporaneous communications, representations or agreements, whether written oral, with respect to such subject matter, unless specifically provided otherwise herein.

21. **NOTICES** All notices, demands, requests or approvals to be given in connection with this order shall be in writing and delivered in person or by mail, postage prepaid, and addressed to the other party at the address set forth on the face of this order, or to such other address as may be subsequently be designated in writing by either party.

22. **SPECIAL PROVISIONS** Notwithstanding any terms or conditions herein above, to the contrary, the Special Provisions set forth in Attachment A, attached hereto, shall be deemed to be incorporated herein by reference and shall be binding on Vendor and shall superceded any provision of this Purchase Order set forth herein above which are in conflict therewith.

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **RESOLUTION DECLARING OPPOSITION TO THE CITY OF LOS ANGELES USING EMERGENCY POWERS TO CREATE A HOMELESS "VILLAGE" IN THE PALMDALE AREA**

ISSUE

Discussion and possible action declaring Palmdale's opposition to the City of Los Angeles using its emergency powers to create a homeless "village" in the Antelope Valley.

RECOMMENDATION

Staff recommends that the City Council adopt the proposed resolution declaring its opposition.

BACKGROUND

Karen Bass was elected to the office of Mayor of Los Angeles in November and sworn in December 11, 2022. In her first act as mayor, she declared a state of emergency related to homelessness in the city of Los Angeles. More specifically, in an interview given and published on May 7, 2022, when asked about how she would address the homelessness issue she responded, "There's a big chunk of land in Palmdale and maybe we could create a village out there."

The Palmdale City Council immediately denounced then mayoral candidate Bass' comments and invited her to visit Palmdale to work collaboratively on solutions before trying to export her city's homeless to our community. She has yet to accept our offer. Bass' emergency order allows her to demand that departments identify all city-owned properties that can be used for some form of housing. The City of Los Angeles owns approximately 17,000 acres of bare land with few if any improvements in and around the Plant 42 installation.

DISCUSSION

There exists little to no infrastructure or services in place to effectively manage and assist in addressing this crisis. The idea the Los Angeles could export homelessness problems on Palmdale's working class, family-oriented desert community on an emergency basis, without allowing time for community and cross-agency communications is deeply disturbing. Rather the City of Los Angeles should take the time to collaborate on equitable, community-based solutions to address this humanitarian crisis.

At the December 21, 2022, the City Council majority concurred that Los Angeles should not export their homeless problem to Palmdale, and declined to adopt a resolution to declare a city state of emergency in Palmdale.

The proposed resolution would memorialize the city's opposition to the City of Los Angeles using its emergency powers to create a homeless "village" in the Antelope Valley.

FISCAL IMPACT

None.

STRATEGIC PLAN

Prepared by:	Ronda Perez, Interim City Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Interim City Attorney

ATTACHMENTS

Resolution No. CC 2023-004

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE CALIFORNIA DECLARING ITS OPPOSITION TO THE CITY OF LOS ANGELES POTENTIALLY USING EMERGENCY POWERS TO RELOCATE PEOPLE WHO ARE HOMELESS TO A "VILLAGE" IN THE PALMDALE AREA

WHEREAS, the Los Angeles Times has reported that there are currently more than 42,000 people who are homeless in the City of Los Angeles;

WHEREAS, the City of Los Angeles owns approximately 17,000 acres of undeveloped land with few if any improvements in and around Palmdale's Plant 42 installation;

WHEREAS, on May 7, 2022, Karen Bass, when running to serve as Mayor of Los Angeles, was asked about how she would address the homelessness issue and stated, "There's a big chunk of land in Palmdale and maybe we could create a village out there";

WHEREAS, on her first day of office as Mayor of Los Angeles, Karen Bass declared a state of emergency relating to homelessness;

WHEREAS, it is currently unclear as to exactly what actions the City of Los Angeles would take to attempt to resolve the homeless crisis, and whether, or to what extent its emergency powers might be used to create a homeless "village" in Palmdale or its vicinity;

WHEREAS, the City of Palmdale supports taking well-reasoned and long-term solutions to the ongoing issues relating to housing and homelessness;

WHEREAS, the City of Palmdale opposes short-term solutions which, when not properly planned, can cause multiple negative and unplanned secondary impacts which can cause significant legal issues;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Declaration of Opposition. For the above reasons, the City Council declares its opposition to the City of Los Angeles using its emergency powers to create a homeless "village" in the Antelope Valley.

SECTION 2. Certification. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 11th day of January, 2023.

_____
Laura Bettencourt, Mayor

APPROVED AS TO FORM

_____
Scott E. Porter
Interim City Attorney

ATTEST:

_____
Rochelle Scott
Acting City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 11th day of January, 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____
Rochelle Scott, Acting City Clerk

MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
NOVEMBER 16, 2022

www.cityofpalmdale.org

5:00 P.M.

1) MAYOR TO CALL MEETINGS TO ORDER

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

2) ROLL CALL MAYOR HOFBAUER, MAYOR PRO TEM LOA, COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

PRESENT: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt.
ABSENT: Juan Carrillo.
Motion: Excuse the absence of Councilmember Carrillo.
Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt.
Absent: Juan Carrillo.

3) PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

4) PRESENTATION BY CITY ATTORNEY

Interim City Attorney Porter confirmed all items would be heard as listed.

4.1) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of case: John J. Murphy v. City of Palmdale
Los Angeles County Superior Court Case Number: 22STCV22544
Related City Claim Number: 2022-007

4.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez and Michael "Mike" Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCV18219
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.3) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Ricci v. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.4) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2): 1 potential case

4.5) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
CV Communities, LLC et al. v. Antelope Valley East Kern Water Agency et al.
Los Angeles County Superior Court Case Nos. BC661107and 20STCV10953?
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.6) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Marian K. Allen v. City of Palmdale
Los Angeles County Superior Court Case No. 21AVCV00824
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.7) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Angela Lisa Thompson v. City of Palmdale
Los Angeles County Superior Court Case No. 22AVCV00437
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

5) ANNOUNCEMENT BY CITY ATTORNEY

Interim City Attorney Porter reported the City Council authorized the initiation of litigation in existing actions to authorize cross complaints, and the particulars will be disclosed to any person upon inquiry once the actions have been initiated

6) ADJOURN CLOSED SESSION MEETING

Mayor Hofbauer adjourned the meeting at 7:49 p.m.

7:00 P.M.

Mayor Hofbauer called the meeting to order at 7:50 p.m.

7) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

8) PRESENTATION

8.1) Mayor Hofbauer presented the MISAC Award of Achievement to the City of Palmdale Information Technology Division for their practices that have met or surpassed local government standards.

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

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt.
Absent: Juan Carrillo.

10) PUBLIC COMMENTS ON LISTED AGENDA ITEMS (EXCLUDING PUBLIC HEARINGS)

Jason Zink commented in opposition to the sale of the property on Avenue M and 10th Street West (Item 11.2).

11) CONSENT CALENDAR

11.1) Approve First Amendment to Agreement between the City of Palmdale and Advantage Mailing, LLC for printing, bundling and delivery of the Palmdale News, Activities & Entertainment Magazine. (Staff Reference: Communication and Public Information Officer Lynch)

11.2) Approve Agreement with Hafrisco LLC and Tripod LLC, for a loan of $2,750,000 for acquisition of property located at the southeast corner of Avenue M and 10th Street West (APN 3128-015-900 and 3128-015-902). (Staff Reference: Director of Economic and Community Development Garibay)

Mayor Hofbauer pulled this item for discussion to provide clarification to Mr. Zink. Director of Economic and Community Development Garibay provided clarification on the loan agreement. Discussion ensued between Council, staff and Murray Kane regarding the settlement agreement between the Successor Agency and the developer, extension of the escrow period, delay of issuance of State permits, contractual responsibility, and the Surplus Lands Act.

Motion: Approve Agreement with Hafrisco LLC and Tripod LLC, for a loan of $2,750,000 for acquisition of property located at the southeast corner of Avenue M and 10th Street West (APN 3128-015-900 and 3128-015-902).
Moved by Steven Hofbauer, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt.
Absent: Juan Carrillo.

11.3) Approve First Amendment to Legal Services Agreement with Burke Williams & Sorensen, LLP to amend the scope of services and to increase the total amount of the Agreement by $600,000, to increase the the not to exceed amount to $850,000 (Staff Reference: Interim City Attorney Porter)

11.4) Approve First Amendment to Legal Services Agreement with Bradley, Gmelich & Wellerstein, LLP to increase the total amount of the Agreement by $500,000, to increase the the not to exceed amount to $750,000. (Staff Reference: Interim City Attorney Porter)

11.5) Approve Second Amendment to Legal Services Agreement with Kane, Ballmer & Berkman, LLC to increase the total amount of the Agreement by $200,000, to increase the the not to exceed amount to $650,000. (Staff Reference: Interim City Attorney Porter)

11.6) Adopt Resolution No. CC 2022-120, a Resolution of the City Council of the City of Palmdale Making Legally Required Findings for Extending Remote Teleconference Participation for Meetings of the City Council and its Relatedand/or Subordinate Legislative Bodies. (Staff Reference: Interim City Attorney Porter)

11.7) Approve Purchase Order No. 20230047 with All-State Utility Supply, Inc. for the purchase of replacement streetlight poles and other related items in the amount of $144,468.84. (Staff Reference: Director of Public Works Glidden)

11.8) Approve additional funds of $69,000.00 on Purchase Order No. 20230013 with Vulcan Materials Company for as needed asphalt materials in an amount not to exceed $169,000.00. (Staff Reference: Director of Public Works Glidden)

Motion: Approve all items listed on the Consent Calendar with the exception of Item 11.2.
Moved by Richard J Loa, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt.
Absent: Juan Carrillo.

12) WORKSHOP PRESENTATION

12.1) Presentation to Council regarding Certificate in Applied Psychology Program (CAPP). (Staff Reference: Assistant to the City Manager Lopez)

Assistant to the City Manager Lopez provided a detailed presentation with updates on the Certificate in Applied Psychology Program (CAPP). Mr. Louis Alloro, facilitator of the first cohort of the CAPP program, shared results from the Antelope Valley survey completed in the first part of the program. Mayor Pro Tem Loa asked about the participants that were polled and the responses received. Mr. Alloro stated the polling was done through social media, print ads, radio, Facebook live, and one-thousand people responded. Mayor Hofbauer asked about measuring the success of the program, and Assistant to the City Manager Lopez stated there were impact projects that demonstrated the success of the program.

Laura Colfresh, Autumn Hicks, Dr. Anthony Roeback, Diana Gadd shared shared their experiences and the benefits from attending the CAPP program.

13) PUBLIC COMMENTS ON NON-AGENDA ITEMS

Councilmember Carrillo arrived at 8:57 p.m. and participated in the remainder of the meeting.

The following individuals provided public comments:

Juan Vasquez commented in support of roof top solar in Palmdale and encouraged Council to make it more accessible by automating the process for solar permits.

Ricky Pacheco and Kenia Lopez spoke regarding endorsements.

Jason Zink congratulated Councilmember Carrillo on winning the 39th District Assembly seat, commented on the conditions of Pelona Vista Park, and recommended a mental health study on City of Palmdale commuters.

Marcos Alvarez suggested publicizing the cost of the Certified Applied Psychology Program and the criteria to qualify, congratulated Councilmember Bettencourt on her re-election, and suggested artwork or a mural for a new housing project on the eastside.

Rosie Mainella congratulated Councilmember Carrillo and Councilmember Bettencourt on being elected to their perspective offices and thanked staff for the loan of the Cultural Center for a mental health event.

Jasmine Alvarez expressed concerns regarding racial inequity, funding projects on the eastside, and mental health programs.

Mr. Flauge spoke in support of the solar initiative and suggested the solar APP.

Kathryn Mac-Laren commented in support of the CAPP program and congratulated Councilmember Carrillo on being elected to Assembly and Councilmember Bettencourt on being re-elected to Council.

13.1) CITY MANAGER'S REPORT None.

14) ADJOURNMENT

Mayor Hofbauer adjourned the meeting at 9:24 p.m. in honor of a traffic accident victim on Rancho Vista Boulevard, Jacob Taylor homicide victim at Marie Kerr Park, and the deputies injured in a traffic accident at the Los Angeles County Sheriff's Academy.

PASSED, APPROVED and ADOPTED this 11th day of January 2023.

_____
Laura Bettencourt, Mayor

ATTEST:

_____
Rochelle Scott, Acting City Clerk

MINUTES
CITY COUNCIL SPECIAL MEETING
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
DECEMBER 1, 2022

www.cityofpalmdale.org

3:00 P.M.

1) CALL TO ORDER

Mayor Hofbauer called the meeting to order at 3:03 p.m.

2) ROLL CALL MAYOR HOFBAUER, MAYOR PRO TEM LOA, COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

PRESENT: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt.
ABSENT: Austin Bishop.

3) PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

4) PRESENTATION BY CITY ATTORNEY

Interim City Attorney Porter confirmed all items would be heard as listed.

4.1) CONFERENCE WITH LEGAL COUNSEL— EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
John J. Murphy v. City of Palmdale
Los Angeles County Superior Court
Case Number: 22STCV22544
Related City Claim Number: 2022-007

4.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Shanae Smith, Patricia Nevarez and Michael "Mike" Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV18219

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

5) ANNOUNCEMENT BY CITY ATTORNEY

Interim City Attorney Porter announced both items were discussed and there was no reportable action.

6) ADJOURNMENT

Mayor Hofbauer adjourned the meeting at 4:30 p.m.

PASSED, APPROVED, and ADOPTED this 11th day of January 2022.

_____
Laura Bettencourt, Mayor

ATTEST:

_____
Rochelle Scott, Acting City Clerk

MINUTES
CITY COUNCIL/HA/SA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
DECEMBER 7, 2022

www.cityofpalmdale.org

5:00 P.M.

1) CALL TO ORDER

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

2) ROLL CALL
MAYOR HOFBAUER, MAYOR PRO TEM LOA,
COUNCILMEMBERS BISHOP, BETTENCOURT

PRESENT: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt.

ABSENT: None.

3) PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

4) PRESENTATION BY CITY ATTORNEY

Interim City Attorney Porter confirmed all items would be heard as listed.

4.1) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Government Code Section 54956.9(d)(1)
Name of case: John J. Murphy v. City of Palmdale
Los Angeles County Superior Court Case Number: 22STCV22544
Related City Claim Number: 2022-007

4.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez and Michael "Mike" Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV18219
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.3) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Ricci v. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

5) ANNOUNCEMENT BY CITY ATTORNEY

Interim City Attorney Porter announced there was no reportable action.

6) ADJOURN CLOSED SESSION MEETING

Mayor Hofbauer adjourned the meeting at 7:00 p.m.

7:00 P.M.

Mayor Hofbauer called the meeting to order at 7:01 p.m.

7) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

Commissioner Denny led the pledge of allegiance.

8) ROLL CALL MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR LOA, COUNCILMEMBERS/DIRECTORS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT COMMISSIONERS FRAGA-SAENZ, DENNY

PRESENT: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.

ABSENT: None.

9) PRESENTATIONS

9.1) Mayor Hofbauer presented the cute critter available for adoption at the Palmdale Animal Care Center.

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

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Richard J Loa, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt.

11) PUBLIC COMMENTS ON LISTED AGENDA ITEMS (EXCLUDING PUBLIC HEARINGS)

None.

12) HOUSING AUTHORITY CONSENT CALENDAR

121) Approve and accept the Housing Authority of the City of Palmdale's 2021-2022 Annual Report prepared pursuant to California Health & Safety Code §34176.1 and direct staff to post the report on the City's website. (Staff Reference Interim Assistant City Manager Miller - Prepared by Housing Manager Reyes)

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

HA - August 3, 2022
HA - September 7, 2022

Motion: Approve all items listed on the Housing Authority Consent Calendar.
Moved by Richard J Loa, Christina Fraga-Saenz.
Vote: Motion carried (6-0)
Yes: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.

13) ADJOURN HOUSING AUTHORITY MEETING

Mayor Hofbauer adjourned the Housing Authority meeting at 7:12 p.m.

14) CONSENT CALENDAR

14.1) Receive and file the Monthly Investment Reports for October 2022. (Staff Reference: Director of Finance Samson)

14.2) Receive and file the Special Tax Annual Report for CFD 2003-1 (Anaverde), CFD 05-1 (Trade and Commerce), and CFD 16-1 (Joshua Ranch Water Supply and Maintenance Services) in accordance with Senate Bill 165, section 53411 of the California Government Code. (Staff Reference: Director of Finance Samson)

14.3) Adopt Resolution No. CC 2022-121, a Resolution of the City Council of the City of Palmdale Making Legally Required Findings for Extending Remote Teleconference Participation for Meetings of the City Council and its Related and/or Subordinate Legislative Bodies. (Staff Reference: Interim City Attorney Porter)

14.4) Approve Supplemental Agreement No. 1 with Manhole Adjusting, Inc., for PN 866, Sewer Manhole Adjustments and Rehabilitation Project, in the amount of $53,550 and determine this action is categorically exempt under the California Environmental Quality Act (CEQA). (Staff Reference: Director of Public Works Glidden)

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

CC - October 19, 2022
CC - October 24, 2022
CC/SA - November 2, 2022

Motion: Approve all items listed on the Consent Calendar. Moved by Richard J Loa, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt.

15) PUBLIC HEARINGS

15.1) Adopt Resolution No. CC-2022-117, a Resolution of the City Council of the City of Palmdale approving Gun Dealer Permit 22-12 for United Tactical LLC located at 190 Sierra Court, Suite B216 for adoption. (Staff Reference: Economic and Community Development Director Garibay - Presented by Business License Coordinator Andrews)

Business License Coordinator Andrews read the title of Resolution No. CC 2022-117 and provided a detailed overview on the item.

Jared Stall, applicant, provided Council with his background and work history.

Mayor Hofbauer called for Public Comments.

Public Comments: None.

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

Motion: Adopt Resolution No. CC-2022-117.
Moved by Richard J Loa, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt.

15.2) Introduce and Adopt Urgency Ordinance No. U-1602, an Urgency Ordinance of the City Council of the City of Palmdale amending in its entirety Sections 3.14.010 and 3.14.020 of the Palmdale Municipal Code regarding the signature authority for signing of checks and warrants. (Staff reference: Director of Finance Samson)

Deputy Director of Finance Lauzon provided a brief overview of the staff report and read the title of Ordinance No. U-1602.

Mayor Hofbauer called for Public Comments.

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

Councilmember Bettencourt asked if the change was permanent and Interim City Manager Perez stated the warrants are kept online, two signatures are required for checks, and the ordinance can be brought back at a future date for modification.

Motion: Introduce and Adopt Urgency Ordinance No. U-1602.
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt.

16) PUBLIC COMMENTS ON NON-AGENDA ITEMS

Marsha Furman commented on the agenda language for public hearings, Christmas lights at the parks, and speaker forms.

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

17.1) COMMITTEE MEMBERSHIPS.

- ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT - Councilmember Bishop reported that the AVAQMD provided a $144,000 grant to Hemmy Hey and Feed for purchase of newer equipment to provide less pollution and cleaner air to the environment
- ANTELOPE VALLEY TRANSIT AUTHORITY - Mayor Pro Tem Loa attended the AVTA meeting and reported Mayor Hofbauer was presented with a plaque
- LOS ANGELES COUNTY SANITATION DISTRICT - Mayor Pro Tem Loa stated he attended the Los Angeles County Sanitation District meeting

Councilmember Bishop reported the following:

- Attended the Visit Palmdale meeting
- Stated PRWA and Audit Committee meetings were dark due to the holidays
- Stated B21 Raider was revealed last Friday and can be viewed on the Edwards Air Force Base YouTube page
- The Anaverde community had a snow day event;
- Announced Council is working hard to get the film industry in Palmdale
- Praised Parks and Recreation staff for the holiday decorations
- Announced the Christmas Parade would be held on Saturday, December 10th starting at 10am.

Mayor Pro Tem Loa reported the following:

- Attended a meeting with the City Manager
- Attended the Spanish talk radio
- Met with Department of Mental Health and various stakeholders to deliver services to people who are being affected by mental health issues. The City is considering the West Hollywood model for the Medical Emergency Teams (MET) and was presented with the San Gabriel program
- Attended the unveiling of the Revolution sculpture at the Auto Mall.

Mayor Hofbauer reported the following:

- Attended the B21 roll out event
- Air Force Plant 42 Air Traffic Control Tower dedication
- He spoke to the staff from Wright Patterson Air Force Base regarding opening the airport for commercial air service
- Attended holiday dinner at Plant 42
- Attended several ribbon cuttings

17.2) MEETINGS ATTENDED AT PUBLIC EXPENSE

18) CITY COUNCIL REQUESTS FOR NEW AGENDA ITEMS

None.

19) CITY MANAGER'S REPORT

Interim City Manager Perez reported the following:

- The swearing in of the elected Councilmembers would be on December 21, 2022 starting at 5:00 p.m.
- Holiday lights are at three locations: Joe Davies Air Park, Rancho Vista Park and Poncitlan Square.
- Jolly Holiday would be held on December 17, 2022 at Poncitlan Square from 4:00p.m. - 7:00 p.m.
- Several events would be held at the Palmdale Playhouse
- The City Kicked off "Say It, Don't Spray It!" campaign.
- Attended a meeting with Haulers Against Illegal Dumping (HAID) to discuss collaboration of efforts to clean up illegal dumping.
- Thanked Mayor Hofbauer for all he has done for the City.

20) Adjournment

Mayor Hofbauer adjourned the meeting at 7:46 p.m., in memory of Lou Moore, Ramon Dominguez, Lydia Alcantar, to December 21, 2022 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 11th day of January 2023.

_____
Laura Bettencourt, Mayor

ATTEST:

_____
Rochelle Scott, Acting City Clerk

MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
DECEMBER 13, 2022

www.cityofpalmdale.org

6:00 P.M.

1) CALL MEETING TO ORDER

Mayor Pro Tem Loa called the meeting to order at 6:03 p.m.

2) ROLL CALL MAYOR PRO TEM LOA, COUNCILMEMBERS BISHOP, BETTENCOURT

PRESENT: Richard J Loa, Austin Bishop, Laura Bettencourt.

ABSENT: None.

3) PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

4) PRESENTATION BY CITY ATTORNEY

Interim City Attorney Porter confirmed all items would be heard as listed.

4.1) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION Government Code Section 54956.9(d)(1)
Name of case: John J. Murphy v. City of Palmdale
Los Angeles County Superior Court Case Number: 22STCV22544
Related City Claim Number: 2022-007

4.2) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Shanae Smith, Patricia Nevarez and Michael “Mike” Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV18219

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

5) ANNOUNCEMENT BY CITY ATTORNEY

Interim City Manager Perez stated all three members of the Council were present in the Closed Session and there was no reportable action.

6) ADJOURN

Mayor Pro Tem Loa adjourned the meeting at 7:09 p.m.

PASSED, APPROVED, and ADOPTED this 11th day of January 2023.

_____

Laura Bettencourt, Mayor

ATTEST:

_____

Rochelle Scott, Acting City Clerk

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OFFICE OF THE CITY MANAGER**
CITY CLERK DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE REAPPOINTMENT OF PUBLIC MEMBER TO THE PALMDALE RECYCLED WATER AUTHORITY**

ISSUE

Approve the reappointment of the public member to the Palmdale Recycled Water Authority.

RECOMMENDATION

Staff recommends that the City Council approve the reappointment of the following individual as Director and Fifth Public Member to the Palmdale Recycled Water Authority, for a term to expire January 2024.

1. Zakeya Anson

BACKGROUND

The Palmdale Recycled Water Authority ("PRWA") was formed by a Joint Exercise of Powers ("Agreement") between the City of Palmdale and the Palmdale Water District ("PWD"). The purpose of the PRWA is to study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources.

DISCUSSION

In January, 2022, Ms. Zakeya Anson was reappointed as the Fifth Public Member of the PRWA. Ms. Anson has expressed a desire to continue to serve as Director and was approved for reappointment by the Palmdale Water District ("PWD") Board of Directors at their December 15, 2022 meeting.

Pursuant to Article 4 Organization; Board of Directors, the governing body of the Authority shall be the Board, which shall consist of five Directors. The governing body of each Member shall appoint and designate in writing two Directors who shall be authorized to

act for and on behalf of the Member on matters within the powers of the Authority. The person appointed and designated as Director shall be a member of the Member's governing body. The fifth Director shall be appointed jointly by both Members.

FISCAL IMPACT

There is no fiscal impact associated with this item.

STRATEGIC PLAN

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

D. Strengthen regional, state, and national partnerships to enhance our legislative presence.

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

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

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:	Roxanne Faber, Acting City Clerk
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Interim City Attorney

ATTACHMENTS

1. Joint Exercise of Powers Agreement

CITY OF PALMDALE
CITY CLERK ORIGINAL

A-4113

JOINT EXERCISE OF POWERS AGREEMENT CREATING THE PALMDALE RECYCLED WATER AUTHORITY

This Agreement is made this 26th day of Sept., 2012, by and between the City of Palmdale, a California Charter City ("City") and Palmdale Water District, an Irrigation District under Division 11 of the California Water Code ("PWD").

RECITALS

WHEREAS, the Joint Exercise of Powers Act, codified at California Government Code sections 6500 *et seq.*, authorizes public agencies by agreement to exercise jointly any power common to the contracting parties;

WHEREAS, the City and PWD are each "public agencies" as that term is defined in California Government Code section 6500;

WHEREAS, the City and PWD have each determined that it is in the public interest to create the Palmdale Recycled Water Authority, an entity separate from the City and PWD to, among other things, jointly study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources created by the Los Angeles County Sanitation District Nos. 14 and 20 for any and all reasonable and beneficial uses, including irrigation and recharge, and to finance the acquisition and construction or installation of recycled water facilities, recharge facilities and irrigation systems;

WHEREAS, the City and PWD have entered into a Settlement Agreement dated September 6, 2012, that calls for the creation of the Authority. Under the Settlement Agreement, the City and PWD agreed to use their best efforts to accomplish a reallocation of the recycled water supply produced by County Sanitation Districts Nos. 14 and 20 such that the effluent generated within the City of Palmdale that is tributary to the Palmdale Treatment Plant (Sanitation District No. 20) and to the Lancaster Treatment Plant (Sanitation District No. 14), less that previously allocated for environmental projects by both Sanitation Districts Nos. 14 and 20 and 4,000 acre-feet for the Palmdale Power Plant, is available to the Authority for purchase.

NOW, therefore, in consideration of the mutual promises, covenants and conditions hereinafter contained, the members and each of them do hereby agree as follows:

Article 1 Definitions

1.1 Definitions. As used herein, the following terms have the meaning ascribed thereto, unless the context requires otherwise.

"Act" means the Joint Exercise of Powers Act, codified at California Government Code sections 6500 *et seq.*

"Agreement" means this Joint Powers Agreement.

"Authority" means the Palmdale Recycled Water Authority.

"Authority Document(s)" means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

"Board" means the Board of Directors, which is the governing body of the Authority.

"Bonds" means bonds, notes, commercial paper, floating rate, and variable maturity securities, and any other evidences of indebtedness and also includes certificates of participation, lease-purchase agreements or loan agreements.

"Sanitation Districts" means the Los Angeles County Sanitation Districts Nos. 14 and 20.

"Director" means a member of the Board of Directors.

"Effective Date" means the date on which this Agreement shall become effective and the Authority shall exist as a separate public agency.

"Members" means the City and PWD.

"Operating Rules and Regulations" means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

"Public Agency" means those public entities set forth in Section 6500 of the Act.

"Public Capital Improvements" mean one or more projects specified in Section 6546 of the Act.

"Waterworks" means the Los Angeles County Waterworks District No. 40.

"Working Capital" means money to be used by, or on behalf of, a Member for any purpose for which a Member may borrow money pursuant to California Government Code Section 53852.

Article 2 Formation and Purpose

2.1 Effective Date and Term. This Agreement shall become effective and the Authority will come into existence as a separate public agency on the date this Agreement is executed by the City and PWD. The Authority will continue to exist and this Agreement will remain in effect, until this Agreement is terminated pursuant to Article 8.

2.2 Formation. There is formed as of the Effective Date a public agency named the "Palmdale Recycled Water Authority." Pursuant to Sections 6506 and 6507 of the Act, the Authority is an independent public agency separate from the Members. Unless otherwise agreed by the Members, the debts, liabilities, and obligations of the Authority are not debts, liabilities or obligations of the Members.

2.3 Purpose. The purpose of the Agreement is to establish an independent public agency in order to study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources created by the Sanitation Districts for any and all reasonable and beneficial uses, including irrigation and recharge, and to finance the acquisition and construction or installation of recycled water facilities, recharge facilities and irrigation systems.

2.4 Boundary. The boundary of the Authority shall be the jurisdictional boundary of PWD, and shall encompass that portion of the City within the jurisdictional boundary of PWD.

Article 3 Powers

3.1 General Powers. The Authority shall have the powers common to the Members and such additional powers set forth in the Act and other statutes applicable to the Authority, and is hereby authorized to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to each of the following:

a. Distributing recycled water for reasonable and beneficial uses, including irrigation and recharge;

b. Charging fees for recycled water;

c. Making and entering into contracts;

d. Employing employees, agents, consultants, legal counsel and other experts;

e. Conducting studies, including but not limited to environmental studies;

f. Promoting or advertising the services provided by the Authority;

g. Promoting legislation helpful to the goals of the Authority;

h. Applying for, receiving and complying with requirements for state or federal grants;

i. Acquiring, owning, holding title to, constructing, managing, maintaining, operating, disposing of or donating real or personal property or other assets;

j. Incurring debts, liabilities or obligations and issuing Bonds;

k. Adopting, levying, collecting and/or administering assessments to the extent allowed by law, or assisting the Members to do so;

l. Suing and being sued in its own name, including initiating or otherwise participating in proceedings to validate its actions;

m. Applying for and executing appropriate grants or contracts of financial assistance.

n. Applying for, negotiating and obtaining commercial loans as allowed by law;

o. Administering the funds of the Members for the purposes set out here subject to rules adopted by the Authority for such administration;

p. Coordinating programs provided by the Members to carry out the goals of the Authority;

q. Adopting budgets;

r. Adopting rules, regulations, policies, bylaws and procedures governing the operation of the Authority;

s. Accepting donations;

t. Carrying out and enforcing all provisions of this Agreement and any related agreements.

u. Imposing impact or development fees, including, but not limited to, fees under the Mitigation Fee Act (Government Code sections 66000 *et seq.*)

Article 4 Organization

4.1 Board of Directors. The governing body of the Authority shall be the Board, which shall consist of five Directors. The governing body of each Member shall appoint and designate in writing two Directors who shall be authorized to act for and on behalf of the Member on matters within the powers of the Authority. The person appointed and designated as Director shall be a member of the Member's governing body. The fifth Director shall be appointed jointly by both Members.

4.2 Powers of the Board. The Board shall conduct or authorize to be conducted all business and activities of the Authority consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law.

4.3 Operating Rules and Regulations. The Board may adopt from time to time such Operating Rules and Regulations, including but not limited to policies, procedures, bylaws, rules or regulations, for the conduct of its affairs as deemed necessary by the Board.

4.4 Term of Office. Each Director who is a member of the Member's governing body shall serve on the Board for renewable one year terms and shall cease to serve on the Board if such Director ceases to be an elected official of the Member. Vacancies on the Board shall be filled in the same manner as the original appointment. Notwithstanding anything in this Section to the contrary, each Director shall serve at the pleasure of the

Member that the Director is representing and such Member may remove and replace the Director at any time.

4.5 Meetings of the Authority. Meetings of the Authority shall be governed by the Ralph M. Brown Act (Govt. Code Section 54950 *et seq*, the "Brown Act"). At its organizational meeting, the Authority shall adopt provide for its regular meetings at dates, times and places set out by resolution. That Resolution shall be provided to all Members. The Board shall hold at least one regular meeting during each fiscal year. Pursuant to the Brown Act, the Secretary of the Authority shall cause minutes to be prepared for all regular and special meetings (but not any closed sessions) and copies of such minutes shall be provided to the Directors as soon as possible.

4.6 Conflict of Interest Code. The Authority shall adopt a conflict of interest code.

4.7 Quorum. A majority of the Directors shall constitute a quorum.

4.8 Voting. Except as otherwise provided by law or in section 4.9 below, any action taken by the Authority shall require the affirmative vote of a majority of the quorum present and voting on the item. A Director who has announced a conflict of interest is not considered a part of the quorum. An abstention for other than conflict reasons shall be considered a no vote. Notwithstanding anything in this paragraph to the contrary, less than a quorum may adjourn from time to time in accordance with law.

4.9 Special Voting Situations. The following Board actions require the affirmative vote of at least one Director from the City and one from the PWD:

a. Agreements to provide recycled water to any person or entity other than the City or PWD.

b. Capital expenditures exceeding $100,000.

c. Adoption or modification of any combined recycled water master plan.

d. Settlement of lawsuits over $10,000.

e. Adoption of its initial and all annual operating budgets.

f. Setting recycled water rates.

g. Disposition of assets and funds upon termination, pursuant to section 5.8(d).

4.10 Chair and Vice Chair. The Board shall elect from among themselves a Chair and Vice Chair. The Chair shall be the presiding officer of all Board meetings and shall represent the Authority and execute any contracts and other documents when required by the Operating Rules and Regulations. The Vice Chair shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair.

The office of either the Chair or Vice Chair shall be declared vacant and a new election shall be made if the person serving dies, resigns, or the Member that the person represents removes the person as its representative on the Board.

4.11 Director Compensation. Compensation for work performed by Directors on behalf of the Authority shall be borne by the Member that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors. Members may provide for compensation and/or reimbursement of expenses to the fifth director, as allowed by law.

4.12 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes and other records of the Authority and shall perform such other duties as specified by the Board.

4.13 Treasurer and Auditor. The Authority shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and Auditor.

A qualified person shall be (i) the treasurer or chief financial officer of one of the Members; (ii) a certified public accountant; or (iii) such other consultant, officer or employee of the Authority or an administrative services provider as the Authority deems qualified to act as Treasurer or Auditor, respectively. The Treasurer shall act as the depositary of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act.

The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time.

4.14 Staff. The Authority may appoint, by contract or otherwise, an Executive Director and other staff as necessary. The Executive Director shall have all powers delegated to the Executive Director by the Authority. In addition the Executive Director shall have the power to appoint and remove all employees of the Authority, except for the Auditor, Treasurer and those providing expert services, such as legal counsel, financing consultants, accountants, engineers, architects and other advisors, who shall be appointed by the Board.

4.15 Bonding Persons Having Access to Property. The Members hereby designate the Executive Director and Treasurer, and designee or designees of each of them, as the persons who shall have charge of, handle, or have access to any property of the Authority. Such persons shall file an official bond in an amount to be fixed by the Board.

4.16 Provision of Administrative Services Provider. The Board may approve the use of staff of the Members for purposes of planning, implementing, operating and administering any of the programs approved by the Board.

4.17 Committees. The Authority may appoint *ad hoc* and standing committees to carry out the business of the Board, as deemed necessary and in the manner determined by the Board.

4.18 Technical Advisory Committee. The Board may elect to form a Technical Advisory Committee that will provide assistance and advice to the Board and exercise any powers delegated to it by the Board. The Technical Advisory Committee shall be comprised of three representatives appointed by each Member. The Member's governing body may appoint its representatives to the Technical Advisory Committee, and one alternate representative, in the manner determined to be appropriate by the Member. Such representative or alternate may be any person resident within the jurisdictional boundaries of the Member, or a person possessing knowledge and interests in California water policy.

The Technical Advisory Committee will be subject to the Operating Rules and Regulations established by the Board.

4.19 Authority Documents. The Members acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Members agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board.

4.20 Authority Legal Counsel. The Board may retain and appoint legal counsel for the Authority.

Article 5 Financial Provisions

5.1 Fiscal Year. The Authority's fiscal year shall begin January 1 and shall include the period from then through December 31st. The first year of operation of the Authority shall be a partial year of operation.

5.2 Member Contributions. Except as otherwise prohibited, any Member may make contributions of money or assets to the Authority; make or advance payments of public funds to defray the cost of Authority operation; and contribute personnel, equipment or property instead of or in addition to other contributions or advances. Such contributions shall be paid to and disbursed by the Authority as set out in separate agreements between the Authority and the Member and approved by the Board and the governing body of the Member.

It is hereby acknowledged that the City, at the time of Authority's formation, has contributed the recycled water infrastructure installed to date known as Phase I which provides recycled water to McAdam Park, Palmdale, CA.

5.3 Member Loans. By official action of a Member's governing body, any Member may loan or advance funds to the Authority to meet the Authority's necessary budgeted expenses. Such loans shall bear interest until repaid at a rate agreed upon by the Member and the Authority. All such loans shall be repaid with interest from legally available funds of the Authority. It is anticipated that such funding may continue for an extended period of time. Nothing in this Agreement shall be deemed to obligate or require any of the Members to loan money, advance funds or provide property, assets, staffing or in lieu services to the Authority.

5.4 Depository.

a. All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Member or any other person or entity.

b. All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

c. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

5.5 Budget. The Board shall adopt an annual budget for the Authority's activities within ninety (90) days of the effective date of this Agreement and by January 1 of each succeeding year. The Board may revise the budget from time to time as may be necessary to address changed circumstances, contingencies and unexpected expenses.

Public funds may not be disbursed by the Authority without adoption of the approved budget and all receipts and disbursements shall be in strict accordance with the approved budget. The budget shall identify the programs of the Authority and allocate funds by the program. The budget and accounting system shall account for direct and overhead costs by program. The Board shall allocate these costs for each program with the adoption of the annual budget.

5.6 Debts and Liabilities. As permitted under Section 6508.1 of the Act, no debt, liability, or obligation of the Authority shall constitute a debt, liability, or obligation of any Member and each Member's obligation hereunder is expressly limited only to the appropriation

and contribution of such funds as may be levied pursuant to this Agreement or as the Members hereto may agree.

5.7 Credit. Notwithstanding the preceding section, the Members agree to pledge their credit as necessary or appropriate to obtain financing for the Authority.

5.8 Disposition of Authority Property, Funds and Other Assets Upon Termination.

a. In the event of termination of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume its obligations, Authority property, funds, and other assets, including any interest earned in deposits, remaining upon termination of the Authority and after payment of all obligations, shall be transferred to the successor public entity.

b. If there is no successor public entity which would carry on any of the activities of the Authority or assume any of its obligations, Authority property, funds, and other assets,, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall first be used to return any unreimbursed contribution of each Member, and the remainder shall be divided equally between the Members.

c. If there is a successor public agency which would undertake some of the functions of the Authority and assume some of its obligations, Authority property, funds, and other assets, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall be allocated by the Board between the successor public entity and Members.

d. In the event the Authority is terminated and remaining funds must be allocated under the circumstances falling with (b) or (c) above, all decisions of the Board with regard to determination of amounts to be transferred to Members or any successor shall be final.

Article 6 Operations

6.1 Recycled Water Contract. Within 65 days after the execution of this Agreement, the City shall assign to the Authority its existing contract with Los Angeles County Sanitation Districts Nos. 14 and 20 to purchase up to 2,000 acre-feet of recycled water, dated July 1, 2009. This shall not be considered to be a Member contribution under section 5.2.

6.2 Master Plan. The Authority shall adopt a master plan for recycled water combining the City's and PWD's existing master plans, following environmental review.

6.3 Price of Recycled Water. The price of recycled water sold to the City or PWD shall be set to cover the purchase price of the recycled water, operation and maintenance costs of the Authority, and financing costs.

6.4 Impact Fee. The Authority shall adopt an impact fee in order to pay capital costs, including reimbursement to the City of the cost of the recycled water infrastructure installed to date known as Phase I, which provides recycled water to McAdam Park.

Article 7 Amendments

7.1 Amendments. This Agreement may be amended only upon the affirmative vote of both Members.

Article 8 Termination

8.1 Termination. This Agreement may be terminated by the mutual agreement of both Members at any time, or by one Member after the tenth anniversary of the execution of this Agreement; provided, however, that prior to any termination by one Member, the Members agree to engage in the dispute resolution procedure under section 9.10, and such termination shall not be effective until six months after the completion of that procedure. Upon termination, payment of the obligations and division of the property of the Authority shall be conducted pursuant to this Agreement.

Article 9 Miscellaneous Provisions

9.1 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 *et seq.* Nothing in this section shall be construed to limit the defenses available under the law, to the Members, the Authority, or its Directors, officers, or employees.

9.2 Indemnification of Members. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Members and the public. The Authority shall defend, indemnify and hold harmless the Members and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

9.3 Severability. If one or more clauses, sentences, paragraphs, or provisions of this Agreement or its application to any person or circumstances shall be held invalid, unlawful or unenforceable, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

9.4 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the advance written consent of all of the other Members, and any attempt to assign or delegate such rights or duties in contravention of this Section is null and void. This Agreement inures to the benefit of, and be binding upon, the successors and assigns of the Members.

9.5 No Rights In Third Parties. All of the terms, conditions, rights and duties provided for in this Agreement are, and will always be, solely for the benefit of the Members. It is the intent of the Members that no third party shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement.

9.6 Agreement Complete. The foregoing constitutes the full and complete Agreement of the Members. There are no oral understandings or agreements not set forth in writing herein.

9.7 Further Assurances. Each Member agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

9.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Members, each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

9.9 Members to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Member, as the case may be, or such other person designated in writing by the Authority or Member. Notices given to one Member shall be copied to all other Members. Notices given to the Authority shall be copied to all Members.

9.10 Dispute Resolution. Representatives of the Members shall meet and use their best efforts to settle any dispute, claim, question or disagreement ("a Dispute") arising from or relating to this Agreement or to the interpretation of this Agreement. To that end, representatives of the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach such a solution within a period of thirty (30) days after the first meeting regarding a Dispute, then the Parties shall convene a meeting of the Board within sixty (60) days after the first meeting of the Party

representatives regarding a Dispute and attempt to settle the Dispute before the Board meeting. If the Parties do not settle the Dispute within five (5) calendar days after the Board meeting, the Parties shall submit to mediation of the Dispute to be held within thirty (30) days of the request for mediation. If mediation is not successful, any Party may pursue any and all legal and equitable remedies that may be available. Any Party with a Dispute over the amount of money to be paid to the Authority or a Party shall first pay the disputed amount to the Authority or other Party under protest before commencing dispute resolution under this section.

9.11 Governing Law. This Agreement is to be governed by and construed according to the laws of California.

IN WITNESS WHEREOF, the Members hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized and effective as of the date of execution of all Members hereto.

CITY OF PALMDALE

James C. Ledford, Jr.
Mayor

PALMDALE WATER DISTRICT

Gordon Dexter
President

APPROVED AS TO FORM:

Wm. Matthew Ditzhazy
City Attorney

APPROVED AS TO FORM:

ATTEST:

Rebecca Smith
City Clerk

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OFFICE OF THE CITY MANAGER**
CITY CLERK DIVISION

DISTRICT **ALL**

SUBJECT: **DISCUSSION AND POSSIBLE ACTION REGARDING CITY COUNCIL APPOINTMENTS**

ISSUE

Discussion and possible action regarding City Council Committee Appointments.

RECOMMENDATION

Provide direction.

BACKGROUND

Historically, the City Council reviews their committee appointments on an annual basis. The Council may nominate and then approve the appointment of a councilmember, and any alternates with a majority vote. Councilmembers serve at the pleasure of the City Council regarding these appointments. If any member of the City Council can no longer serve on a committee, a request for removal is required. If there is an alternate, the alternate may serve until a new appointment is made.

DISCUSSION

This item is brought forth to determine if the City Council has changes to committee assignments.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT

Health and Safety Code Section 41310 states, “The Antelope Valley District shall be governed by a district board consisting of seven members as follows: (a) Two members of the City Council of the City of Lancaster appointed by the city council. (b) Two members of the City Council of the City of Palmdale appointed by the city council. (c) Two persons appointed by the member of the Board of Supervisors of the County of Los Angeles who

represents a majority of the population of the Antelope Valley district, one of whom may be that supervisor. (d) A public member who shall be appointed by the members appointed pursuant to subdivisions (a) to (c), inclusive."

Meetings are held on the 3rd Tuesday of each month at 10:00 a.m. at the Lancaster District office located at 43301 Division Street, Suite 206, Lancaster, CA.

Delegate: Councilmember Bishop
Delegate: Vacant
Alternate: Vacant

ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

The Antelope Valley Mosquito Abatement and Vector Control District was formed on August 21, 1958, through action taken by the Los Angeles County Board of Supervisors, as a result of a petition submitted by the residents of the Antelope Valley.

The Antelope Valley Mosquito Abatement and Vector Control District is a five-member Board of Trustees whose members represent the citizens of Palmdale, Lancaster, and Los Angeles County. The District works under the authority of the California Health and Safety Code Section 2000-2093. Historically, Council has appointed a citizen who lives within the district boundaries; however, the last appointee was former Mayor Steve Hofbauer.

The meetings are held on the 4th Thursday of each month at 4:00 p.m. at 42624 6th Street East, Lancaster, CA.

Public Member Delegate: Vacant

ANTELOPE VALLEY TRANSIT AUTHORITY

The Antelope Valley Transit Authority is governed by a Joint Powers Agreement between the cities of Lancaster, Palmdale, and Los Angeles County. The Antelope Valley Transit Authority (AVTA) was established in 1992 after Antelope Valley residents expressed a strong desire for public transportation in the high desert. AVTA's total service area covers 1,200 square miles and is bounded by the Kern County line to the north, the San Bernardino County line to the east, the Angeles National Forest to the south, and Interstate 5 to the West. The fixed route service area consists of approximately 100 square miles.

Meetings are held on the 4th Tuesday of each month at 10:00 a.m. at the AVTA office located at 42210 6th Street West, Lancaster, CA.

Delegate: Councilmember Loa
Delegate: Vacant

Alternate: Mayor Bettencourt
Alternate: Citizen Kathryn Mac Laren
(Appointed by a majority vote of the Council pursuant to PMC §2.08.030 pursuant to PMC §2.08.030)

CALIFORNIA CONTRACT CITIES ASSOCIATION (CCCA)

The general purpose of the CCCA is to serve as a rallying point for cities contracting for municipal services to ensure constituents receive the best service at the minimum cost. Through municipal seminars, education, exchange of ideas and information, the association combines resources to influence policy decisions affecting member cities. Meetings are held on an as needed basis at various city locations.

Delegate: Vacant
Alternate: Mayor Bettencourt

CITY OF PALMDALE AUDIT COMMITTEE

The purpose of the City of Palmdale Audit Committee is to close the gap between the auditor of the City's financial statements and the City Council to facilitate communication between the City Council, auditors, and City management staff. The goal of the Audit Committee is to maintain the public's confidence in the City's finance functions, enhance the accessibility of the City's financial matters to our citizens, and promote the financial transparency of the City.

Pursuant to the By-Laws of the Audit Committee, the committee shall consist of five members comprised of 1) two members from the Council; 2) the City Manager; 3) The Finance Manager; and 5) One member of the public. Members of the Committee shall not receive compensation nor be eligible for reimbursement. Meetings are held in the spring and fall of each year, at a time to be determined, in the Council Chamber, 38300 Sierra Highway, Suite B, Palmdale, CA.

Delegate: Councilmember Bishop
Delegate: Mayor Bettencourt
Alternate: Vacant
Public Member: Christine Geary
(Appointed by a majority vote of the Council pursuant to PMC §2.08.030 - Term expires July 2023)

CITY OF PALMDALE INVESTMENT OVERSIGHT COMMITTEE

Pursuant to the Investment Policy of the City, an Investment Oversight Committee was created. The Investment Oversight Committee consists of the City Manager, City Treasurer, City Attorney, one rotating Councilmember, and the Mayor. Members of the committee serve without compensation and shall meet at least quarterly to determine general strategies and to monitor results.

Meetings are held on an as needed basis in the City of Palmdale's Finance Department.

Member: **Mayor Bettencourt** (Must be Mayor pursuant to City's Investment Policy)
Member: Councilmember Bishop
(Rotating Councilmember pursuant to City's Investment Policy)

EIFD PUBLIC FINANCE COMMITTEE

Under Enhanced Infrastructure Financing District (EIFD) law, the Palmdale EIFD Public Financing Authority is the governing board of the Palmdale EIFD. Initially and pursuant to EIFD law, the Palmdale EIFD Public Financing Authority (PFA) membership shall include two City Councilmembers and one public member. All members of the Board serve at the pleasure of the City Council, and any member may be removed, with or without cause, by a majority vote of the City Council. Public members serve a two-year term.

The PFA membership is comprised of two members of the City Council, a public member selected by the Council, one member of the County, and a member of the public selected by the County. Members shall serve at the pleasure of their respective appointing legislative bodies.

Meetings are held on as needed in the Council Chamber, 38300 Sierra Highway, Suite B, Palmdale, CA.

Authority Member: Vacant
Authority Member: Vacant
Authority Public Member: Kathryn Mac Laren-Gomez

HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY

The purpose of the High Desert Corridor Joint Powers Authority is to enhance the quality of life for our communities by developing and maintaining public infrastructure and providing a variety of municipal services that complements our natural resources and environment.

Pursuant to the Joint Exercise of Powers Agreement, one member shall be the Fifth District Supervisor of Los Angeles County, the alternate member shall be appointed by the Los Angeles County Fifth District Supervisor.

Meetings are held on as needed basis and the location rotates between the Los Angeles and San Bernardino counties, and occasionally meetings are held in Palmdale and Victorville. The City's appointments are to be ratified by the Board.

Director: Vacant
Alternate: Councilmember Loa

LEAGUE OF CALIFORNIA CITIES – Desert Mountain Division

The League's policy-making process allows the issues facing California cities to be debated and the organization's policy directions to be established. Member cities generally appoint a Councilmember as a Delegate and an Alternate.

Meetings are held quarterly on the last Friday of the month at 10:00 a.m. at various city locations.

Delegate: Vacant
Alternate: Councilmember Bishop
2nd Alternate:Councilmember Loa

LOS ANGELES COUNTY SANITATION DISTRICT

The Sanitation Districts are a public agency created under state law to manage wastewater and solid waste on a regional scale and consist of 24 independent special districts serving about 5.6 million people in Los Angeles County. The service area covers approximately 850 square miles and encompasses 78 cities and unincorporated territory within the county.

Health and Safety Code Section 4730 states, "The presiding officer of the governing body of each city, the whole or part of which is included in the sanitation district, is a member of the board." The Mayor is the presiding officer of the Palmdale City Council. California Health and Safety Code Section 4730 states that other than the presiding officer, an alternate director may act in the place of the presiding officer. LA County

Sanitation District has stated that a temporary alternate delegate may be appointed for the alternate delegate.

Meetings are held at 1:30 p.m. on the 4th Wednesday of each month in the Sanitation District Offices located at 1955 Workman Mill Road in Whittier or at a venue in the Antelope Valley.

Delegate for
Districts No. 14 and No. 20**:** Mayor Bettencourt
(Must be the Mayor pursuant to H&S Code §4730)

2nd Delegate for
District No. 20: Councilmember Loa

Alternate Delegate
for District No. 14 & 20 Councilmember Bishop

NORTH LOS ANGELES COUNTY TRANSPORTATION COALITION

The purpose of the North Los Angeles County Transportation Coalition was assembled in 1995 as a method of coordinating information and providing a forum for discussion on regional issues of mutual interest and concern amongst the cities of Lancaster, Palmdale, Santa Clarita, and the unincorporated areas of the North Los Angeles County.

North Los Angeles County Transportation Coalition Joint Powers Authority states, “The Cities of Lancaster, Palmdale, and Santa Clarita shall have three representatives each: A City Council Member, a representative appointed by the City Council from a business or community organization, and a representative at large appointed by the City Council.”

The Coalition meets as needed in meeting locations that rotate between the Cities of Palmdale, Lancaster, and Santa Clarita.

Delegate: Councilmember Bishop
Alternate: Vacant
Business Representative: Vacant
Representative at Large:Councilmember Loa

PALMDALE RECYCLED WATER AUTHORITY (PRWA)

The Palmdale Recycled Water Authority (PRWA) was established in 2012 through a Joint Exercise of Powers Agreement between the City of Palmdale and the Palmdale Water District (PWD) to jointly study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources created by the Los Angeles County Sanitation District Nos. 14 and 20 for any and all reasonable and beneficial uses, including irrigation

and recharge, and to finance the acquisition and construction or installation of recycled water facilities, recharge facilities, and irrigation systems.

The First Amendment to the Joint Exercise of Powers Agreement provides for a five-member Authority Board wherein each of the two Members appoint two members from their respective governing boards to serve on the Authority Board and jointly appoint the "Fifth Director". The City and the Palmdale Water District appoint the Fifth Director (Public Member Director) and The Palmdale Recycled Water Authority Board of Directors ratifies the appointment. Pursuant to the PRWA, an alternate may be appointed.

Meetings are held on the 3rd Monday of the month at 6:00 p.m. in the Palmdale City Hall Council Chambers located at 38300 Sierra Highway, Suite "B", Palmdale.

Director:	Councilmember Bishop
Director:	Vacant
Alternate:	Mayor Bettencourt
Public Member:	Zakeya Anson – Current term ending 1/31/2023. (Per JPA, appointed by the City and Palmdale Water District jointly and ratified by the PRWA Board

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL COUNCIL

As SCAG's 83-member governing board, the Regional Council conducts the affairs of SCAG; implements the General Assembly's policy decisions; acts upon policy recommendations from SCAG policy committees and external agencies; appoints committees to study specific problems and programs; and amends, decreases or increases the proposed budget to be reported to the General Assembly.

Pursuant to SCAG's By-Laws, there is one Regional Council appointment and there is no position as alternate for the regional council.

Meetings are held on the 1st Thursday of the month at the SCAG office in Los Angeles, California.

Delegate: Vacant
Alternate: Per SCAG, there is no position as alternate for the Regional Council.

UNITED STATES/MEXICO SISTER CITIES ASSOCIATION

The U.S./Mexico Sister City Program was initiated by President Eisenhower in 1956. This program works to develop one-on-one community relations with cities in other countries so that people could cross national boundaries and get to know each other personally and form mutual respect and understanding of other cultures. City officials and the

Palmdale Sister City Committee members exchange visits to each city to foster the Sister City Program relationship.

Council may appoint as many representatives as desired.

Palmdale Sister City Committee meetings are held on the 2nd and 4th Wednesday of each month at 6:00 p.m. in the Larry Chimbole Cultural Center.

Delegate: Vacant
Delegate: Vacant
Alternate: Councilmember Bishop
Alternate: Councilmember Loa
Alternate: Mayor Bettencourt

CALIFORNIA STATE PRISON – LOS ANGELES COUNTY, CITIZENS ADVISORY COMMITTEE

The primary objective of the Citizen's Advisory Committee is to promote communication between the institution and the community, which includes building good will and support, allaying community fears, and increasing public awareness and support by receiving and sharing information about the prison and the Department's policies, regulations, and programs.

Meetings are held on the 4th Wednesday of the month at 3:00 p.m. in the Warden's Conference Room at the prison. The committee is on a hiatus from June through August and in November and December.

Delegate: Mayor Bettencourt
Alternate: Councilmember Loa

STRATEGIC PLAN

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

D. Strengthen regional, state, and national partnerships to enhance our legislative presence.

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

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

Prepared by:	Roxanne Faber, Actin City Clerk
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Interim City Attorney

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **NEIGHBORHOOD SERVICES**

HOUSING DIVISION

DISTRICT: **ALL**

SUBJECT: **PUBLIC HEARING TO OBTAIN RESIDENT INPUT ON COMMUNITY NEEDS FOR THE 2023-2024 ACTION PLAN**

ISSUE

Public Hearing to obtain resident input on community needs for the 2023-2024 Action Plan.

RECOMMENDATION

Staff recommends that the City Council open a public hearing to obtain resident input on community needs in preparation for the 2023-2024 Action Plan.

BACKGROUND

As an entitlement and participating jurisdiction, the City of Palmdale receives an annual allocation of funds from HUD under its Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs. As an entitlement and participating jurisdiction, the City is required to prepare and obtain HUD approval of a Consolidated Plan covering a period of five years. The 2020 Five-year Consolidated Plan was approved by Council and submitted to HUD in June 2020. The plan addresses a variety of HUD-required issues including the City's plan to address affordable housing and other needs of low- and moderate-income persons.

Prior to the beginning of each grant year, the City is required to submit an Annual Action Plan to HUD. This Plan discusses and identifies the actions programs, projects, and services to be provided during the fiscal year to meet the goals and objectives of the Consolidated Plan and outlines the expenditures for the allocated funds.

DISCUSSION

In preparation of the 2023-2024 Action Plan the City is seeking to obtain citizen input for community needs. Holding this public hearing is a prerequisite to receiving the annual CDBG and HOME allocation. The implementing regulations require that a public hearing

be held to allow residents to express their views concerning the use of said funds. Staff will schedule a second Public Hearing for May 5, 2023 to allow the public to review and comment on the Draft 2023-2024 Action Plan and the proposed use of funds.

In accordance with the City's Citizen Participation Plan and the CDBG regulations a public notice informing and inviting oral or written comments either prior to or at the public hearing on January 11, 2023 was published on December 27, 2022 in the Antelope Valley Press and the City's website. The notice also invited residents interested in expressing their views concerning the use of CDBG and HOME funds to submit written comments or attend the public hearing on January 11, 2023.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

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

Prepared by:	Sophia Reyes, Housing Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Interim City Attorney

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS – INNOVATION AND ENVIRONMENTAL RESOURCES DIVISION**

DISTRICT: **ALL**

SUBJECT: **INTRODUCTION AND ADOPTION OF ORDINANCE NO. 1601, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADDING CHAPTER 8.06 REGARDING RECYCLING AND DIVERSION OF CONSTRUCTION AND DEMOLITION (C&D) WASTE, AND SETTING THE INITIAL C&D ORDINANCE PERMIT FEE AMOUNT AND FINDING THE ORDINANCE CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

ISSUE

Introduction and Adoption of Ordinance No. 1601, an Ordinance of the City Council of the City of Palmdale adding Chapter 8.06 regarding recycling and diversion of construction and demolition (C&D) waste, and setting the initial C&D ordinance permit fee amount.

RECOMMENDATION

Staff recommends that the City Council approve the reading of Ordinance No. 1601, hold a public hearing on said Ordinance No. 1601, close the public hearing and adopt Ordinance No. 1601.

BACKGROUND

According to the California Department of Resource Recycling and Recovery (CalRecycle), Construction and Demolition (C&D) materials are estimated to account for approximately thirty percent (30%) of California's waste disposal. State law requires that C&D projects divert sixty-five percent (65%) of all non-hazardous construction materials from landfills. Excavated soil and other land clearing debris such as trees and rocks must all be reused or recycled. Common C&D materials include carpet, wood, aggregate, shingles, and wallboard, among other materials seen at construction or demolition activities. The benefits of a C&D debris waste reduction and recycling program are reducing the amount of C&D debris placed in landfills, increasing site and worker safety, helping protect the environment, and reducing costs.

It is essential to further the City's efforts to reduce waste and comply with AB 939 goals. For the City of Palmdale, C&D waste makes up approximately 10.2% of the total industrial tonnage that is collected and is only 1.2% of the total waste stream. The City's Source Reduction and Recycling Element (SRRE) identifies C&D recycling as a critical program in reaching the City sixty-five percent (65%) diversion target.

This program is intended to increase the diversion of construction and demolition debris from landfill disposal and avoid the potential financial consequences to the City of up to $10,000 per day by failing to remain in compliance with waste diversion requirements. The importance of implementing a C&D program has been reiterated by the State through its working with the City on Assembly Bill 341 (AB 341), also known as Mandatory Commercial Recycling. CalRecycle has indicated that the City is not in compliance with the requirement and wanted a timetable from the City of when the City plans to implement its own C&D ordinance to come into compliance.

DISCUSSION

The purpose of adopting this ordinance is to establish regulations effectively reducing landfill-bound waste from construction and demolition activity by requiring applicants undertaking specific covered projects to divert, recycle, and/or salvage for reuse a minimum percentage of the construction and demolition waste materials resulting from their projects. The California Green Building Standards Code requires locally permitted new residential and commercial building construction, demolition, additions and alterations to recycle and/or salvage for reuse at least sixty-five percent (65%) of the nonhazardous C&D debris generated during the project.

To ensure contractors are complying, it is necessary to impose a performance security requirement through an ordinance. The key components of the ordinance are as follows:

1. A permit application fee of $75 shall be paid to compensate the City for all expenses incurred in administering the permit.
2. Prior to starting a project, a Waste Management Plan needs to be submitted, reviewed, and approved by the Compliance Official prior to the issuance of a demolition or building permit.
3. An exemption exists for when it is infeasible to meet the diversion requirements and the compliance official will work with the applicant to establish a modified diversion requirement.
4. A deposit is required and is set in the amount of two percent (2%) of the total estimated construction costs, but not less than $1,000 or more than $100,000. The deposit must be submitted when all permit fees and deposits are paid.
5. Upon completion of the project, the deposit will be refunded upon the recycling goals being met (trash and recycling/recovery weight tickets must be submitted for verification of compliance). If only a portion of the goal has been met, the deposit refund will be prorated. Within 15 working days following the completion

of the demolition phase of a project, and again within 15 working days following the completion of the construction phase of a project, the applicant shall, as a condition precedent to final inspection and to issuance of any certificate of occupancy or final approval of project, submit documentation to the compliance official that proves compliance with the diversion requirements and a completed Waste Management Plan.

6. The applicant may appeal the determination made by the Compliance Official. Appeals shall be made to the City Manager or designee.

The proposed ordinance was also identified in the City's Illegal Dumping Action Plan as a potential method to decrease illegal dumping. All projects covered by the ordinance will need to submit a deposit prior to commencing. If insufficient proof of handling the waste through actual weight tickets cannot be produced, the project will be in default of a portion or all of the deposit, serving as an incentive to properly handle the waste being produced by the project rather than to illegally dump it in the City or surrounding areas.

FISCAL IMPACT

Proposed Ordinance No. 1601 has a direct fiscal impact on the Solid Waste Fund of $75,000 to cover expenses to process permits. The City will recoup the cost through the application fee per permit of $75. Although some projects will be in default of their deposit, it is staff's goal to have one hundred percent (100%) compliance and to not have any deposits in default.

CALIFORNIA ENVIRONMENTAL QUALTITY ACT (CEQA)

The ordinance states that the City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 because it has no potential for resulting in physical change to the environment, directly or indirectly. The ordinance also declares that, in the alternative, the ordinance is exempt under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment and categorically exempt under Guidelines section 15308 because this is an action taken by a regulatory agency to assure the protection of the environment and involves procedures for protection of the environment.

STRATEGIC PLAN

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

D. Strengthen regional, state and national partnerships to enhance our legislative presence.

Goal III: Invest in infrastructure to improve community livability.

B. Implement and administer environmentally sustainable programs.

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

ATTACHMENTS

1. Ordinance No. 1601

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1601

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADDING CHAPTER 8.06 REGARDING RECYCLING AND DIVERSION OF CONSTRUCTION AND DEMOLITION (C&D) WASTE, AND SETTING THE INITIAL C&D ORDINANCE PERMIT FEE AMOUNT

WHEREAS, the California Green Building Standards Code (the "CALGreen Code") requires the diversion of at least 65 percent of the construction waste generated during most new construction residential projects (See CALGreen Code sections 4.408 and 5.408);

WHEREAS, Palmdale Municipal Code section 8.04.200 established Chapter 1 of the Palmdale Green Code and Palmdale Municipal Code Section 8.04.775 adopted the adopted Chapters 2 to 8, inclusive, and Appendices A4 and A5, of the CALGreen Code as parts of the Palmdale Green Code;

WHEREAS, waste from construction, demolition, and renovation of buildings represents a significant portion of the volume of waste presently coming from the city, and much of this waste is particularly suitable for recycling and reuse; and

WHEREAS, not all contractors are fully aware of all construction and demolition related requirements;

WHEREAS, establishing a process to ensure that applicants for construction and demolition permits will help to reduce the stream of solid waste going to landfills; and

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

SECTION 1. Municipal Code Amendment. A new Chapter 8.06 to be entitled, "Recycling and Diversion of Construction and Demolition (C&D) Waste" is added to the Municipal Code.

8.06.010 Findings, purpose and intent.

A. The city council is committed to protecting the public health, safety, welfare of the public, and the environment; and

B. To meet these goals it is necessary that the city promote the reduction of solid waste and reduce the stream of solid waste going to landfills; and

C. Under California law, as embodied in the California Waste Management Act of 1989 (California Public Resources Code Section 40000 *et seq*.), the city is required to prepare, adopt and implement source reduction and recycling plans to reach landfill diversion goals, and is required to make substantial reductions in the volume of waste materials going to the landfills, or face fines up to $10,000 per day; and

D. To meet these goals it is necessary that the city promote the reduction of solid waste, and reduce the stream of solid waste going to landfills; and

E. Waste from construction, demolition, and renovation of buildings represents a significant portion of the volume of waste presently coming from the city, and much of this waste is particularly suitable for recycling and reuse; and

F. The city's commitment to the reduction of waste requires the establishment of programs for recycling and salvaging of construction and demolition ("C&D") waste; and

G. The purpose of this chapter is to reduce landfill waste by requiring an applicant for every covered project to divert construction and demolition debris resulting from that project in compliance with state and local statutory goals and policies and to create a mechanism to secure compliance with the stated diversion requirements.

8.06.020 Definitions.

For the purposes of this chapter the following definitions apply:

"Applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the city for the applicable permits to undertake any construction, demolition, or renovation project within the city.

"City-sponsored project" means a project constructed by the city or a project receiving 50 percent or more of its financing from the city.

"Compliance official" means the building official or the person designated by the building official to oversee compliance with this Chapter.

"Construction" means the building of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.

"Construction and demolition material (C&D material)" means building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22, Section 66261.3 *et seq*. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe and steel. The material may be commingled with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

“Contractor” means any person or entity holding, or required to hold, a contractor’s license of any type under the laws of the state of California, or who performs (whether as contractor, subcontractor or owner-builder) any construction, demolition, remodeling, or landscaping service relating to buildings or accessory structures in the city.

“Conversion rate” means the rate set forth in the standardized conversion rate table approved by the city pursuant to this chapter for use in estimating the volume or weight of materials identified in the waste management plan.

“Covered project” shall have the meaning set forth in PMC 8.06.050.

“Deconstruction” means the careful dismantling of buildings and structures in order to salvage as much material as possible.

“Demolition” means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

“Deposit” means any performance bond, surety bond, money order, letter of credit, certificate of deposit, or restricted bank account provided to the city pursuant to city requirements and/or state law.

“Disposal” means the final deposition of construction and demolition or inert material, including but not limited to:

A. Stockpiling onto land of construction and demolition material that has not been sorted for further processing or resale, if such stockpiling is for a period of time greater than 30 days; or

B. Stockpiling onto land of construction and demolition material that has been sorted for further processing or resale, if such stockpiling is for a period of time greater than one year; or

C. Stockpiling onto land of inert material that is for a period of time greater than one year; or

D. Disposal of construction and demolition or inert material to a landfill.

“Diversion requirement” means the diversion of at least 65 percent of the total construction and demolition material generated by a project via reuse or recycling, unless the applicant has been granted an exemption pursuant to PMC 8.06.040, in which case the diversion requirement shall be the maximum feasible diversion rate established by the waste management plan compliance official in relation to the project.

“Divert” means to use material for any purpose other than disposal in a landfill or transformation facility.

“Inert disposal facility/inert waste landfill” means a disposal facility that accepts only inert waste such as soil and rock, fully cured asphalt paving, uncontaminated concrete (including fiberglass or steel reinforcing rods embedded in the concrete), brick, glass, and ceramics, for land disposal.

“Inert solids/inert waste” means nonliquid solid resources including, but not limited to, soil and concrete, that do not contain hazardous waste or soluble pollutants at concentrations in excess of water quality objectives established by a regional water board pursuant to Division 7 (Section 13000 *et seq*.) of the California Water Code and do not contain significant quantities of decomposable solid resources.

“Mixed material” means loads that include commingled recyclables and nonrecyclable materials generated at the project site.

“Mixed material recycling facility” means a processing facility that accepts loads of mixed construction and demolition debris for the purpose of recovering reusable and recyclable materials and disposing of the nonrecyclable residual materials.

“Project” means any activity which requires an application for a building or demolition permit or any similar permit from the city.

“Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating, or thermally destroying solid waste.

“Renovation” means any change, addition or modification in an existing structure.

“Reuse” means the use, in the same or similar form as it was produced, of a material which might otherwise be discarded.

“Salvage” means the controlled removal of construction and demolition material from a permitted building or construction site for the purposes of recycling, reuse, or storage for later recycling or reuse.

“Separated for reuse” means materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream for the purpose of additional sorting or processing those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, and includes source-separated materials.

“Source-separated materials” means materials that are sorted at the site of generation by individual material type, including commingled recyclable materials for the purpose of recycling, e.g., loads of concrete that are source-separated for delivery to a recycling facility.

“Waste hauler” means a company that possesses a valid permit from the city of Palmdale to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal under the city’s name.

“Waste management plan (WMP)” means a completed waste management plan form, approved by the city for the purpose of compliance with this chapter, submitted by the applicant for any covered or noncovered project.

“Waste management plan (WMP) compliance officer” means the public works director or his or her designee.

8.06.030 Diversion requirement.

At least 65 percent of waste tonnage from construction, demolition, and renovation waste shall be diverted from disposal.

8.06.040 Diversion requirement exemption.

A. Application. If an applicant for a covered project experiences circumstances that the applicant believes make it infeasible to comply with the diversion requirement, the applicant may apply for a diversion requirement exemption at the time that he or she submits the waste management plan (WMP) required under PMC 8.06.060.

B. Meeting with Compliance Official. The compliance official shall review the information supplied by the applicant and may meet with the applicant to discuss feasible ways of meeting the diversion requirement. Based on the information supplied by the applicant, the compliance official shall determine whether it is feasible for the applicant to meet the diversion requirement.

C. Granting of Exemption. If the compliance official determines that it is infeasible for the applicant to meet the diversion requirements, he or she shall determine the maximum feasible diversion rate for waste generated by the project and shall indicate the new diversion requirement the applicant shall be required to meet, and will inform the applicant in writing of the new requirement. The applicant shall resubmit another WMP, which is in compliance with the new diversion requirement. If the applicant fails to resubmit, or if the resubmitted WMP does not comply with PMC 8.06.060, the compliance official shall disapprove the WMP in accordance with PMC 8.06.060.

8.06.050 Thresholds for covered projects.

A. Covered Projects (Construction and Renovation). All permitted construction and renovation projects within the city shall comply with this chapter, shall submit a waste management plan prior to commencing any construction or renovation activities, and shall be subject to the provisions of this chapter. Failure to comply with any of the terms of this chapter shall subject the project applicant to the full range of enforcement mechanisms set forth in PMC 8.06.100, Fines/penalties.

B. Covered Projects (Demolition). All permitted demolition projects within the city shall comply with this chapter, shall submit a waste management plan prior to commencing any demolition activities, and shall be subject to the provisions of this chapter. Failure to comply with any of the terms of this chapter shall subject the project applicant to the full range of enforcement mechanisms set forth in PMC 8.06.100, Fines/penalties.

C. City-Sponsored Projects (Construction and Renovation). All city-sponsored construction and renovation projects shall be considered “covered projects” for the purposes of this chapter, shall submit a waste management plan prior to beginning any construction or renovation activities, and shall be subjected to the provisions of this chapter.

D. City-Sponsored Projects (Demolition). All city-sponsored demolition projects shall be considered “covered projects” for the purposes of this chapter, shall submit a waste management plan prior to beginning any demolition activities, and shall be subjected to the provisions of this chapter, except that City-sponsored projects need not provide a diversion deposit.

E. Deconstruction/Recovery Interval for Covered Demolition Projects. Every covered demolition project shall be made available for deconstruction, salvage, and recovery prior to demolition. It shall be the responsibility of the applicant to recover the maximum feasible amount of designated recyclable and reusable materials prior to demolition. Recovered and salvaged designated recyclable and reusable material from every project shall qualify to be counted in meeting diversion requirements of PMC 8.06.030, Diversion requirement. Recovered or salvaged designated recyclables and reusable materials may be given away or sold on the premises or may be removed to reuse facilities for storage or sale.

F. Compliance with this chapter shall be listed as a condition of approval on any building or demolition permit issued for a covered project.

G. Exemptions. A diversion deposit and a waste management plan shall not be required for the following projects:

1. Work for which a building or demolition permit is not required.

2. Roofing projects that do not include tear-off of existing roof.

3. Work for which only a plumbing, only an electrical, or only a mechanical permit is required.

4. Seismic tie-down projects.

5. Projects where no structural building modifications are required.

6. Emergency demolition required to protect public health and safety.

7. For City-sponsored projects, see 8.06.050.D.

Note: While not required, it shall be encouraged that at least 25 percent of all project-related construction and demolition waste from exempt projects be diverted.

8.06.060 Waste management plan.

A. Prior to starting a covered project, every applicant shall submit a properly completed waste management plan (WMP) to the compliance official, in a form as prescribed by that official, as a portion of the building or demolition permit process. The completed WMP shall contain the following:

1. The estimated volume or weight of project waste to be generated by material type;

2. The maximum volume or weight of such materials that can feasibly be diverted via reuse or recycling by material type;

3. The vendor(s) that the applicant proposes to use to haul source-separated recyclables and the method of hauling construction and demolition waste, either the city's licensed franchised solid waste collector or the applicant's in-house staff and equipment as noted below;

4. Facility(ies) the materials will be hauled to, and their expected diversion rates by material type;

5. Estimated volume or weight of construction and demolition waste that will be disposed.

B. No person other than the city's licensed franchised solid waste collector may collect or haul any construction and demolition waste within the city except:

1. Source-separated recyclables (e.g., wood, scrap metals, new drywall scrap) which consist of materials that have been separated from general construction and demolition waste for the express purpose of recycling. Loads consisting of recyclable materials that contain more than 10 percent of residual (nonrecyclable) materials shall not be considered source-separated recyclables; or

2. Construction and demolition waste that is:

a. Removed from a premises by a licensed contractor as an incidental part of a total construction, remodeling or demolition service offered by that contractor; and

b. Directly loaded onto a fixed body vehicle and hauled directly to a transfer station or disposal facility.

C. Because actual material weights are not available in this stage, estimates are used. In estimating the volume or weight of materials as identified in the WMP, the applicant shall use conversion rates approved by the city of Palmdale for this purpose. Approval of the WMP as complete and accurate shall be a condition precedent to the issuance of any building or demolition permit. If the applicant calculates the projected feasible diversion rate as described above and finds the rate does not meet the diversion goal, the applicant must then submit information supporting the lower diversion rate. If this documentation is not included, the WMP shall be deemed incomplete.

1. Approval. No building or demolition permit shall be issued for any covered project unless and until the compliance official has approved the WMP. Approval shall not be required, however, where emergency demolition is required to protect public health or safety. The compliance official shall only approve a WMP if he or she determines that all of the following conditions have been met:

a. The WMP provides all of the information set forth in this section;

b. The WMP indicates that 65 percent of all C&D waste generated by the project shall be diverted (or new diversion goal set in accordance with the applicant's approved diversion exemption request); and

c. The applicant has submitted an appropriate deposit for the project (if a deposit is required by this chapter).

2. Non-approval. If the compliance official determines that the WMP is incomplete or fails to indicate that at least 65 percent (or new diversion goal set in accordance with the applicant's approved diversion exemption request) of all C&D waste generated by the project will be diverted, he or she shall either:

a. Return the WMP to the applicant marked "Disapproved," including a statement of reasons, and will notify the building department, which shall then immediately stop processing the building or demolition permit application; or

b. Return the WMP to the applicant marked "Further Explanation Required."

8.06.070 Deposit required.

A. Amount of Deposit. As a condition precedent to the issuance of any permit for construction or demolition for a covered project, the applicant shall post a deposit (cash, letter of credit, performance or surety bond, money order) in the amount of two percent (2%) of the total estimated construction costs, but not less than $1,000 or more than $100,000, unless the City Council, by resolution or ordinance, has modified the amount of the required deposit, (which may include revisions to minimum and maximums), in which case that revised amount shall apply.

B. Return of Deposit. The deposit shall be returned, without interest, in total or prorated, upon proof of satisfaction by the compliance official that no less than the required percentage of construction and demolition waste tonnage generated by the covered project has been diverted from disposal and has been recycled or reused or stored for later reuse or recycling. If a lesser percentage of construction and demolition waste tonnage than required is diverted, a proportionate share of the deposit shall be returned. Further, the deposit shall be forfeited entirely or to the pro-rated extent that there is a failure to comply with the requirements of this chapter. By way of example, if the applicant diverted only 30% of the amount required to be diverted, then only 30% of the deposit shall be returned.

8.06.080 On-site practices.

During the term of the covered project, the applicant shall recycle and reuse the required percentage of waste and keep records of the tonnage or other measurements approved by the city that can be converted to tonnage amounts. The compliance official will evaluate and may monitor each covered project to determine the percentage of waste salvaged and recycled or reused from the covered project. For covered projects including both construction and demolition, diversion of materials shall be tracked and measured separately. To the maximum extent feasible, project waste shall be separated on-site if this practice increases diversion. For construction and/or demolition projects, on-site separation shall include salvageable materials (e.g., appliances, fixtures, plumbing, metals, etc.) and dimensional lumber, wallboard, concrete and corrugated cardboard.

8.06.090 Reporting.

A. Within 15 working days following the completion of the demolition phase of a covered project, and again within 15 working days following the completion of the construction phase of a covered project, the applicant shall, as a condition precedent to final inspection and to issuance of any certificate of occupancy or final approval of project, submit documentation to the compliance official that proves compliance with the requirements of PMC 8.06.030, Diversion requirement, and 8.06.060, Waste management plan. The documentation shall consist of a final completed WMP showing actual waste tonnage data, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies, deconstruction contractors, and/or landfill and disposal companies. Receipts and weight tags will be used to verify whether waste generated from the covered project has been or is to be recycled, reused, salvaged

or disposed. The applicant shall make reasonable efforts to ensure that all designated recyclable and reusable waste salvaged or disposed is measured and recorded using the most accurate method of measurement available.

B. To the extent practical, all construction and demolition waste shall be weighed in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition waste for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the applicant shall use the standardized conversion rates approved by the city for this purpose. If a covered project involves both demolition and construction, the report and documentation for the demolition project must be submitted and approved by the compliance official before issuance of a building permit for the construction phase of a covered project. Alternatively, the applicant may submit a letter stating that no waste or recyclable materials were generated from the covered project, in which case this statement shall be subject to verification by the compliance official. Any deposit posted pursuant to PMC 8.06.070, Deposit required, shall be forfeited if the applicant does not meet the timely reporting requirements of this section.

8.06.100 Fines/penalties.

A. Each person, firm, corporation or other legal entity who fails to comply with any of the requirements of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished in accordance with the provisions of PMC Chapter 1.20.

B. Each person, firm or corporation shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this chapter is committed, continued or permitted by such person and shall be punishable accordingly.

C. Each violation of the provisions of this chapter shall constitute a public nuisance and be subject to abatement as such, pursuant to the provisions of Chapter 1.20 PMC and the city's nuisance abatement regulations. The costs of abatement of any such nuisance shall be a lien upon the property involved.

8.06.110 Appeals.

The applicant or any interested person may appeal a decision of the compliance official made pursuant to this chapter to the City Manager by filing a written appeal with the city clerk, within 10 business days from the date of the ruling of the compliance official. Determinations subject to appeal would include, but not necessarily be limited to: (A) the granting or denial of an exemption; (B) whether the applicant has acted in good faith; and (C) the amount of deposit to be released. The City Manager shall render a decision after the close of the appeal hearing and such decision shall be final, subject to review pursuant to Section 1094.5/1094.6 *et seq*. of the Code of Civil Procedure.

8.06.120 C&D Ordinance Permit Fees.

As a condition precedent to issuance of any permit for a building or a demolition permit that involves the production of solid waste destined to be delivered to a landfill, the applicant shall pay to the city a fee sufficient to compensate the city for all expenses incurred in administering the permit. The amount of this fee shall be determined in accordance with the then-current resolution of the city council determining the same.

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 3. CEQA. The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment. Furthermore, the project is exempt under Guidelines section 15308 because this is an action taken by a regulatory agency to assure the protection of the environment and involves procedures for protection of the environment.

SECTION 4. Permit Fee Amount. The initial amount of the C&D Ordinance permit fee described in section 8.06.120 shall be $75.00. This fee amount may be amended from time to time by resolution of the City Council. This fee amount shall be effective on the first day it is legally permissible for such fee to be effective.

SECTION 5. Effective Date. This ordinance shall become effective 30 days after its adoption.

SECTION 6. Certification. The City Clerk shall certify to the adoption of this ordinance and shall cause this ordinance to be published or posted as required by law.

PASSED, APPROVED and **ADOPTED** this 11th day of January, 2023.

Approved as to form:

_____
Laura Bettencourt, Mayor

ATTEST:

_____
Scott E. Porter
Interim City Attorney

_____
Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing Ordinance was duly introduced, passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 11th day of January, 2023 effective on the 10th day of February, 2023 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, Acting City Clerk

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **SARA GALLAGHER, COMMUNITY COMPLIANCE MANAGER**

DISTRICT: **ALL**

SUBJECT: **INTRODUCTION AND ADOPTION OF ORDINANCE NO. 1605, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE UPDATING, CONSOLIDATING, AND STREAMLINING SELECTED PROVISIONS OF THE PALMDALE MUNICIPAL CODE TO COMPLY WITH RECENT STATE AND FEDERAL LAW ENACTMENTS AND DECISIONS AND PROVIDE FOR MORE EFFICIENT ENFORCEMENT OF CODE VIOLATIONS (AMENDING PMC SECTIONS 1.12.040, 1.20.010(A), 1.20.040(B), 1.20.100(B), 1.20.170, 5.04.190(B)(1), 5.04.200(A)(1), 5.04.200(B)(1), 5.04.240(A), 5.04.250(E), 5.04.300(B), 5.04.310(A), 5.04.310(B), 5.04.360(B), 5.04.400(L)(2)(b), 5.04.400(M)(2)(b), 5.04.460, 5.04.660(H)(4)(d), 5.04.660(I)(2), 5.05.080, 5.44.090(C)(2), 8.04.200, 8.04.530, 8.04.820, 8.04.920, 8.20.090(B), 8.24.260(A), 9.30.070(A), 9.30.090, 9.30.100, 9.46.010, 9.46.020, 9.46.030, 12.04.020, 12.04.100(G), 12.08.030, 13.11.140; ADDING PMC SECTIONS 2.08.090, 9.30.110; REPEALING AND DELETING PMC CHAPTERS 8.10, 8.36; ADDING PMC CHAPTERS 8.36, 12.28)**

ISSUE

Introduction and adoption of Ordinance No. 1605, an Ordinance of the City Council of the City of Palmdale updating, consolidating, and streamlining selected provisions of the Palmdale Municipal Code to comply with recent state and federal law enactments and decisions and provide for more efficient enforcement of code violations (amending PMC sections 1.12.040, 1.20.010(A), 1.20.040(B), 1.20.100(B), 1.20.170, 5.04.190(B)(1), 5.04.200(A)(1), 5.04.200(B)(1), 5.04.240(A), 5.04.250(E), 5.04.300(B), 5.04.310(A), 5.04.310(B), 5.04.360(B), 5.04.400(L)(2)(b), 5.04.400(M)(2)(b), 5.04.460, 5.04.660(H)(4)(d), 5.04.660(I)(2), 5.05.080, 5.44.090(C)(2), 8.04.200, 8.04.530, 8.04.820, 8.04.920, 8.20.090(B), 8.24.260(A), 9.30.070(A), 9.30.090, 9.30.100, 9.46.010, 9.46.020, 9.46.030, 12.04.020, 12.04.100(G), 12.08.030, 13.11.140; adding PMC sections 2.08.090, 9.30.110; repealing and deleting PMC chapters 8.10, 8.36; adding PMC chapters 8.36, 12.28).

RECOMMENDATION

Staff recommends that the City Council:

1. Receive public testimony; and
2. Adopt Ordinance No. 1605.

BACKGROUND

This ordinance will update, consolidate, and streamline portions of the Palmdale Municipal Code ("PMC") provisions related to prohibitions on sleeping on public lands, subpoena powers, previously adopted Health, Safety, and Technical Construction Codes, illegal cultivation of cannabis, real property maintenance and related nuisances, authority to withhold certain approvals for outstanding fines and fees, entertainment, graffiti abatement, availability of penalties and cumulative remedies, and storage of personal property in public places to ensure that the PMC comports with recent state and federal law enactments and to achieve more efficient enforcement of code violations.

DISCUSSION

Ordinance No. 1605 makes the following key proposals:

Prohibitions on Sleeping on Public Lands

The proposed amendments to Section 9.46.010 offer a clear definition of the prohibited habitation in vehicles and define set parameters of the times and locations vehicle habitation is prohibited, for example, at all times within a block of a park, school, or day-care facility and during specific evening and early morning hours elsewhere. The proposed amendments to Section 9.46.020 account for recent State law and allow for administrative enforcement of Section 9.46.010 creating another enforcement option without imposing criminal penalties. The proposed amendments to Section 9.46.030 updates cumulative remedies to make the content and language consistent and tailored to other PMC cumulative remedies sections such as Chapter 8.36. The proposed amendments to Section 8.24.260(A) update language and references to PMC Section 9.46.010 to account for the proposed amendments in 9.46.010 relating to prohibition of vehicle habitation.

General Provisions

The proposed amendments to Section 1.20.010(A) clarify language regarding City enforcement authority by using more broad and precise language to address obtaining compliance for violations of the City's laws.

The proposed amendments to Section 1.20.170 ensure that the PMC is consistent with Government Code section 36900 requiring enforcement agencies to establish a process

for a hardship waiver for second and third fines assessed due to an undue financial burden where the responsible party shows a bona fide effort to comply.

Subpoena Powers from Government Code Section 37104
Wherever any PMC Section references any particular type of hearing or hearing procedure are referenced, the section is updated to reflect subpoena powers prescribed in PMC Section 2.08.90, which authorize and provide the process for the City's legislative body to issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony in any action or proceeding pending before it consistent with the State law authority in Government Code section 37104. This ensures the City may provide for all necessary evidence for various types of hearings.

Specifically, the proposed subpoena powers amendments and additions are made for the following sections: Section 1.20.100(B) for administrative hearings; Section 2.08.090 providing authority for the Mayor to sign subpoenas; Section 5.04.190(B)(1) and Section 5.04.240(A) for City Council hearings; Section 5.04.300(B) to streamline the rules of evidence to reflect subpoena powers for multiple types of hearings; Section 5.04.360(B) to streamline references to City authority to issue subpoenas; Section 5.04.400(L)(2)(b) and Section 5.04.400(M)(2)(b) to ensure authority for subpoena powers for the City's legislative body; Section 5.04.660(H)(4)(d) for City Council hearings to investigate rates, fares, and new schedules for taxicab services; Section 5.04.660(I)(2) for hearings before City Council for suspension or revocation of permits; Section 5.44.090(C)(2) for Board hearings; Section 8.20.090(B) for hearing officer authority to issue subpoenas; Section 12.04.020 for City Council public hearings; Section 12.04.100(G) for protest hearings; Section 16.24.050C of Section 12.08.030 for encroachment permit hearings; Section 16.24.160C of Section 12.08.030 newspaper dispensing devise violation hearings; Section 16.24.170C of Section 12.08.030 for appeal hearings; and Section 13.11.140 for permit denial hearings.

Streamlining Previously Adopted Health, Safety and Technical Construction Codes
The proposed amendments to Section 8.04.200 and Sections 103.3 and 105.7.6 of Section 8.04.200 add in adoption provisions for Palmdale Existing Building Code, streamline penalties of administrative provisions and cumulative remedies, and include and streamline references to subpoena power. The proposed amendments to Section 8.04.530 streamline penalties of the Palmdale Fire Code and references to cumulative remedies. The proposed amendments to Section 8.04.820 streamline penalties of the Palmdale Housing Code and references to cumulative remedies. The proposed amendments to Section 8.04.920 streamline penalties of the Uniform Code of Abatement of Dangerous Buildings and references to cumulative remedies to ensure consistency throughout the PMC.

Illegal Cultivation of Cannabis
The proposed amendments to Section 5.05.080 and Section 1.20.040(B) ensure compliance and consistency with recent changes to state law by broadening immediate imposition of administrative fines or penalties to include illegal cultivation of cannabis and repealing certain notice requirements previously required before issuing violations for illegal cultivation of cannabis.

Real Property Maintenance and Related Nuisances
The PMC has two chapters, Chapter 8.10 and Chapter 8.36, dealing with real property maintenance and related nuisances. The proposed amendments will consolidate these two chapters into one concise chapter, Chapter 8.36.

The proposed addition of Chapter 8.36 provides a streamlined chapter for the purpose of defining nuisances and establishing nuisance abatement procedures consistent with the City's police powers and California Government Code Sections 38771 through 38773.7. Of note:

- PMC Section 8.36.040 accounts for recent California Assembly Bill 2164 prohibiting persons attending inspections of commercial property to have a financial interest in the outcome of the inspection and includes language to protect the City from challenges if the City obtains civil inspection warrants without making a prior request for consent;
- PMC Section 8.36.050 clarifies and consolidates nuisances from deleted Chapters 8.10 and 8.36 to have a comprehensive section that references and groups together related subgroups of nuisances to categories such as: nuisances under law, nuisances affecting land, landscapes, lots, nuisances affecting structures and structural components, nuisances affecting sanitation and blight, attractive nuisances, nuisances caused by vehicles, and other nuisances;
- PMC Sections 8.36.090 and 8.36.100 develop a procedure for City enforcement officers to prove informal and formal notice of substandard property to the property owner or responsible party;
- PMC Section 8.36.130 streamlines the process, issuance, and service of a Notice and Order to Abate;
- PMC Section 8.36.140 through 8.36.170 cover the process for requesting a hearing to contest the Notice and Order to Abate, the procedures for the hearing itself, authority for subpoena power, and procedure and issuance of hearing decisions;
- PMC Section 8.36.190 and 8.36.200 covers emergency abatement and related cost recovery;
- PMC Section 8.36.200 strengthens independent cost recovery for nuisance abatement, ensures all abatement costs are to be awarded in court action, broadens possible cost recovery while ensuring that criminal cost recovery is not permitted, and provides consistent procedure for requesting a hearing on reasonableness of abatement cost recovery; and

- PMC Section 8.36.210 ensures the City is protected in situations where the Court does not award attorneys' fees by including language enabling administrative options for recovery.

The proposed amendments to Section 1.12.040 clarify and expand abatement rights in light of consolidation of PMC Chapter 8.10 and PMC Chapter 8.36.

City's Authority to Withhold Permit Approvals for Outstanding Fines/Fees Owed
The proposed amendments to Section 5.04.200(A)(1), Section 5.04.200(B)(1), Section 5.04.310(A), and Section 5.04.310(B) provide authority and add key language for the City to deny, revoke, or suspend business permits for outstanding fines and fees owed to the City and provides City discretion for approval after receipt of proof of payment.

The proposed amendments to Section 5.04.250(E) clarify processes the City must follow to ensure due process for permittees' appeal of City denial of permit renewals.

Entertainment Permit
The proposed addition of Subsection (E) "Prohibitions; Revocation" to Section 5.04.460 provides a prohibition against, and confirms related City authority to deny, revoke or suspend, entertainment permits for adult oriented businesses not in compliance with applicable law or for other described activities and clarifies related remedies.

Graffiti Abatement
The proposed amendments to Section 9.30.070(A) clarify cost recovery provisions for graffiti abatement and ensure that the current liability value is consistent with Government Code section 38772 joint and several liability of a minor's parents or guardian for the minor's defacement of property, not to exceed $47,100 as currently provided by the California Judicial Council or future amount it sets.

The proposed amendments to Section 9.30.090 clarify abatement authority relating to graffiti abatement by making abatement options under PMC Chapter 8.36 available and applicable to graffiti abatement. This Section specifies when and how the City may remove graffiti on private property and reaffirms the City's additional remedies.

The proposed addition of Section 9.30.110 clarifies language regarding authority for cost recovery for graffiti abatement under PMC Chapter 8.36 and language relating to the City's authority to make a lien or special assessment against the property of a parent or guardian who has custody of a minor who defaced property if the City was forced to incur the expense of abatement for such defacement.

The proposed amendments to Section 9.30.100 clarify that additional penalties for graffiti violations may be imposed through sentencing and streamline language relating to cumulative remedies to ensure consistency throughout all PMC remedy provisions.

Storage of Personal Property in Public Places
The proposed addition of Chapter 12.28 adds a process to address abandoned personal property on public lands, provides definitions for prohibited storage of personal property in public areas, outlines the prohibitions and penalties for violations, including the City's discretion to treat as infractions or misdemeanors, and gives guidelines on the impoundment, storage, disposal and reclamation/return of seized personal property with attendant notices to be given, evidence to prove ownership, and processes the City must follow to ensure due process.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

Maintain safe and attractive neighborhoods, streets, facilities, and public spaces.

Prepared by:	Sara Gallagher, Community Compliance Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Interim City Attorney

ATTACHMENT

Ordinance No. 1605

CITY OF PALMDALE
ORDINANCE NO. 1605

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE UPDATING, CONSOLIDATING, AND STREAMLINING SELECTED PROVISIONS OF THE PALMDALE MUNICIPAL CODE TO COMPLY WITH RECENT STATE AND FEDERAL LAW ENACTMENTS AND DECISIONS AND PROVIDE FOR MORE EFFICIENT ENFORCEMENT OF CODE VIOLATIONS

WHEREAS, Section VII of Article XI of the California Constitution provides that a City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and,

WHEREAS, the City Council finds it necessary to update, consolidate, and streamline the Palmdale Municipal Code ("PMC") periodically to comply with recent state and federal law enactments and decisions and to achieve more efficient enforcement of code violations to promote public health, safety, and welfare; and

WHEREAS, in light of recent state and federal law enactments and decisions as well as recent efforts to ensure more efficient enforcement of the Palmdale Municipal and other laws which the City is empowered to enforce, the City Council has identified amendments, adoptions, and/or deletions to be made to the Palmdale Municipal code relating to regulations on camping or sleeping in public places; the City's legislative body's authority to issue subpoenas; immediate imposition of fines for violations relating to the illegal cultivation of cannabis; hardship waiver for administrative fines; consolidating regulations for public nuisances and property maintenance in Chapter 8.10 and Chapter 8.36, respectively, including what constitutes a nuisance and cost recovery for nuisance abatement; grounds to issue, renew, and revoke permits, licenses, or other approvals; cumulative remedies for enforcement of laws; civil damages relating to graffiti violations; restrictions on potential financially interested third parties at commercial inspections; procedures for abandoned personal property on public property; and other related provisions;

WHEREAS, recently the United States Supreme Court denied review of the Ninth Circuit Court of Appeal decision in *Martin v. Boise,* which generally declared that regulations that prohibit sleeping outside on public property when no other available shelter is available are impermissible, making the *Martin v. Boise* decision binding upon the City, and as a result, the City Council has identified key changes to its current public camping and sleeping provisions in the PMC to comply with the new law;

WHEREAS, recently the Ninth Circuit more broadly expanded *Martin v. Boise* in *Johnson v. City of Grants Pass*, applying the same rule from *Boise* to sleeping in vehicles and also prohibiting fines for enforcement generally, and as a result, the City Council has identified key changes to its current public camping and sleeping provisions in the PMC to comply with the new law;

WHEREAS, recently several California Courts of Appeal issued decisions about local agencies' regulations on prohibiting sleeping in vehicles on public streets and have given guidelines on making such regulations compliant with the law, and as a result, the City Council has identified key changes to its current regulations on sleeping in vehicles on public streets in the PMC to ensure no legal issues arise;

WHEREAS, Government Code section 37104 enables a legislative body to issue subpoenas for the attendance of a witness or production of documents in any action or proceeding before it, the majority of the City's code currently does not allow for such action, and as a result, the City Council has determined to include such provisions in the PMC to ensure key witnesses and evidence will be present for proceedings before it;

WHEREAS, recent California Assembly Bill 2164—codified in Government Code section 53069.4(a)(2)(B)—allows local agencies to impose immediate fines or penalties for the violation of building, plumbing, electrical, or other similar structural, health and safety, or zoning requirements if the violation exists as a result of, or to facilitate, the illegal cultivation of cannabis, and as a result, the City Council has

determined to impose such immediate fines or penalties in the PMC to ensure strong enforcement options against such illegal activity;

WHEREAS, recent California Assembly Bill 2598—codified in Government Code section 36900(d)—requires any city levying a fine for second and third violation under Government Code 36900(b)(2),(3) and (c)(2),(3) to establish a process for granting a hardship waiver to reduce the amount of the fine upon a showing by the responsible party that the responsible party has made a bona fide effort to comply after the first violation and that payment of the full amount of the fine would impose an undue financial burden on the responsible party, and as a result, the City Council has determined to include said hardship waiver in the PMC to comply with the law;

WHEREAS, the City Council has determined to consolidate, streamline, and clarify its regulations in the PMC for public nuisances and property maintenance in Chapter 8.10 and Chapter 8.36, respectively, including what constitutes a nuisance and cost recovery for nuisance abatement as permitted under Government Code sections 38771, 38773, 38773.1, 37773.5 and other laws to ensure a more efficient and clear approach to nuisance abatement in the City;

WHEREAS, recent California Assembly Bill 2485—codified in Health and Safety Code section 26250—restricts potentially financially interested third parties from being present during inspections of commercial properties, and as a result, the City Council has determined to make such clarification and other related clarifications in the PMC to ensure transparency in its inspections and inspection processes;

WHEREAS, the City Council has determined to clarify and streamline the cumulative remedies available to it under the law for applicable PMC, State, and Federal laws it is empowered to enforce to ensure consistency and transparency across the PMC's various provisions for penalties, enforcement, or otherwise remedies available to it including for public nuisances as provided in Civil Code 3491;

WHEREAS, the City has determined to update the grounds under which it may issue, renew, and revoke permits, licenses, or other approvals it offers in the PMC to ensure the City may withhold such approvals, if need be, to applicants who are in violation of the law or owing fees or fines to the City to ensure equity and fairness to the public who otherwise suffers from such violations of law or lack of public funding due to outstanding debt owed to the City;

WHEREAS, the City has identified the updated amount of civil damages for the joint and several liability of a minor and his/her parent or guardian for the defacement of property of another with paint or a similar substance published by the California Judicial Council as identified in Civil Code section 1714.1, and wishes to update the PMC to include this updated amount; and

WHEREAS, the City has experienced an increase in the accumulation of personal property left by unknown persons in public areas, which constitute a threat to the peace, health, safety and/or general welfare of the public and have disrupted the use and enjoyment of such public space and thus desires to remove such personal property in a manner that is consistent with State and Federal law and which promotes the health, safety, and general welfare of those who use these public lands; and

WHEREAS, said amendments, adoptions, and/or deletions of the Palmdale Municipal Code are permitted by law, including the California Constitution, Government Code, and Civil Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PALMDALE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Section 9.46.010 of Title 9 of the Palmdale Municipal Code is hereby amended to read as follows:

(A) Definitions

(1) “Camping” means residing in or using any public street, publicly owned property, public park, or other prohibited public place for living accommodation, lodging, or sleeping purposes, as exemplified by remaining for prolonged or repeated periods of time not associated with ordinary use of the street, property, or public place, with one’s possessions or while storing one’s possessions (including but not limited to clothing; sleeping bags, bed rolls, blankets, sheets, hammocks, or other sleeping implements; luggage; backpacks; kitchen utensils; cookware; and food or beverages), cooking or consuming meals, or lodging in a parked vehicle. These activities constitute camping when it reasonably appears in light of all the circumstances that a person is using the street, property, or place as a living, lodging, or sleeping accommodation regardless of his or her intent, or the nature of any other activities in which he or she might also be engaged.

(2) “Human habitation” means that a person is using a vehicle for living purposes, including for example, sleeping; bathing; preparing or cooking meals; possessing or storing items that are not associated with ordinary vehicle use, such as a sleeping bag, bedroll, blanket, sheet, pillow, used bedding, kitchen utensils, cookware, cooking equipment, camping gear or furniture set up in or around the vehicle, such as chairs, tables, umbrellas, food, water, personal grooming items, containers of feces or urine, or obstructions to some of all of the vehicle’s windows; and using the vehicle or vicinity of the vehicle for sanitation purposes, such as maintaining litter, rubbish, or waste in or around the vehicle or having human or pet urination or defecation in or around the vehicle. For purposes of this Section, evidence of human habitation may include observations, considering all the circumstances, of the examples in this Subsection.

(3) “Prohibited public places” means any public place not designated as a public campground pursuant to federal, state, or local statute or ordinance and shall include the following:

(a) Public streets, sidewalks, alleyways, passageways, paseos, and rights-of-way;

(b) Publicly owned property;

(c) Public parks, except as may be permitted under PMC 8.24.260;

(d) Public parking lots, whether privately owned or publicly owned;

(e) Public landscaped areas, whether publicly owned or privately owned and maintained pursuant to a public landscape easement;

(f) Private property that is readily accessible to the general public, or is otherwise open to common or general use or view;

(g) Vacant lots;

(h) Drainage culverts and basins

(B) Prohibitions

(1) No person shall camp, lodge, or sleep on a public street, on publicly owned property, and in public parks and other prohibited public places <u>when the number of available beds in shelters is greater than the number of homeless individuals in the City</u>; provided, that nothing herein shall be construed to prohibit camping in public campgrounds pursuant to a permit or license authorized under federal, state or local statute or ordinance.

(2) No person shall use a vehicle for human habitation on any street or public property , unless the street or public property is specifically authorized for such use pursuant to a permit or license

authorized under federal, state or local statute or ordinance or when the number of available beds in shelters is greater than the number of homeless individuals in the City, as follows:

(a) between the hours of 10:00 p.m. and 6:00 a.m.

(b) at any time, within 500 feet of a residence, meaning a building used for living, including a house, condominium, apartment unit, or other similar dwelling unit affixed to real property.

(c) at any time, within a one block radius of any edge of a lot containing a park or a licensed school, pre-school or daycare facility.

SECTION 2: Section 9.46.020 of Title 9 of the Palmdale Municipal Code is hereby amended to read as follows:

(A) This chapter may be enforced by Peace Officers and by the City of Palmdale employees specified in Chapter 1.16 PMC and Enforcement Officers as specified in 1.20 PMC.

(B) Violations of this chapter may be punished only as an infraction or as an administrative violation as set forth in Section 1.12.010(C), (D) PMC and in no event shall any fine be issued.

(C) No citation for a violation of PMC Section 9.46.010(B)(1) and (B)(2) issued pursuant to the enforcement authority of this Section, whether criminal, civil, or administrative, shall be issued to any person unless, at the time in question, the enforcement officer, in his or her reasonable discretion, is able to make an affirmative determination that there is an available bed in a shelter in the City, which includes a temporary shelter for individuals who do not have permanent housing, based on the information known to the enforcement officer at the time. In determining whether there is an available bed in a shelter, the enforcement officer shall consider all the circumstances and the policies and requirements of an available bed in a shelter, and whether it is practicable for the person to seek shelter there or elsewhere.

SECTION 3: Section 9.46.030 of Title 9 of the Palmdale Municipal Code is hereby amended to read as follows:

The City may enforce any violation of this Chapter by any and all means available by law, including but not limited to, civil enforcement through such means as a restraining order and nuisance abatement action for relief such as preliminary or permanent injunction, criminal enforcement, and administrative enforcement. These remedies are intended to be cumulative and may be used in conjunction with or in lieu of each other remedy.

SECTION 4: Section 8.24.260(A) of Title 8 of the Palmdale Municipal Code is hereby amended to read as follows:

(A) A person shall not camp or sleep overnight in any park as provided in PMC section 9.46.010 except where a family-type camping area is so designated and then only in accordance with the rules and regulations governing the use of the area. The Director may issue a permit to any youth group of a character-building nature and to any special interest group permitting its members as a group to camp overnight at a designated location in a park if he finds:

(1) That, in the case of a youth group, the group was organized in good faith and not for the purpose of obtaining a permit under this section and the members of the group will be supervised during the camping by an adequate number of responsible adults and the overnight camping will not interfere with or in any way be detrimental to the park or interfere with the uses thereof; and

(2) That the group has agreed to the conditions contained in the permit.

SECTION 5: Section 1.20.010(A) of Title 1 of the Palmdale Municipal Code is hereby amended to read as follows:

(A) Use of this chapter shall be at the sole discretion of the City and is one remedy that the City has to address violations of the Palmdale Municipal Code. By adopting this chapter, the City does not intend to limit its discretion or ability to utilize any criminal, civil or other remedies, or any combination thereof, to obtain compliance with this municipal code, uniform or adopted codes by the City, or any provision of State or Federal law that may be enforced by the City

SECTION 6: Section 1.20.170 of Title 1 of the Palmdale Municipal Code is hereby amended to read as follows:

1.20.060 Payment of administrative penalties, late charges – Interest; Hardship Waiver

(A) A citee shall pay the administrative penalties listed on the citation to the City within 20 calendar days from the issuance date of the citation unless the citee applies for a fine hardship waiver pursuant to Section 1.20.060(B), and in such case, cite shall pay the administrative penalties as provided in Section 1.20.060(B). For penalties not paid in full within that time, a late charge in the amount set forth by resolution of the City Council is hereby imposed and must be paid to the City by the citee. Penalties not paid within the time established by resolution of the City Council shall accrue interest at the rate set forth therein.

(B) Fine Hardship Waiver

(1) When the City imposes a second or third fine pursuant to the City's Fee Resolution noted in Section 1.20.010(D), any citee who has made a bona fide effort comply after the first violation and who would suffer an undue financial burden if required to pay the full amount of a second or third fine imposed under this Chapter, may request a waiver to reduce the amount of the imposed fine by completing and submitting the City-approved application form for a fine hardship waiver (hereafter the "fine hardship waiver"). This fine hardship waiver form and all required accompanying records must be submitted within 20 days of issuance of the fine to the Office of the City Clerk, 38300 Sierra Highway, Palmdale, CA 93550, or such other office as may be designated by the City Clerk.

(2) To be considered for a fine hardship waiver, the application form must be complete, signed, and must be accompanied by documents that enable the City to reasonably determine the citee's bona fide effort to comply after the first violation and substantiation on the citee's suffering of an undue financial burden if required to pay the full amount of the fine imposed. Documents suitable for consideration demonstrating the citee's bona fide effort to comply after the first violation may include, without limitation, a declaration attesting to the compliance efforts made, photographs of the efforts attesting to the compliance efforts made, copies of receipts, contracts, work orders, or other documentation reflecting compliance efforts made. Documents suitable for consideration demonstrating the citee's undue financial burden if required to pay the fine may include, without limitation, accurate, complete and legible copies of state and federal income tax returns and all schedules for the preceding tax year; financial statements, loan applications, bank account records, income and expense records for 12 months preceding submittal of the fine hardship waiver application. After a determination is made on the citee's fine hardship waiver application, the City will destroy the documents submitted by a citee for a fine hardship waiver without prior notice to the citee.

(3) The City will issue a written decision specifying the reasons for issuing or not issuing the fine hardship waiver, including the revised fine amount, if applicable. This decision is final and non-appealable. The decision shall be served upon the person requesting the fine hardship waiver by first class mail.

(4) If the City determines that the citee is not entitled to a fine hardship waiver, the citee shall make payment of the full fine with the Office of the City Clerk, (or the City Clerk's designee), within seven calendar days of the date the decision is deposited with the U.S. Postal Service so long as the payment deadline is no less than 20 calendar days from the issuance date of the citation if the decision, otherwise, within 20 calendar days from the issuance date of the citation. If the City determines that the citee is entitled to a fine hardship waiver, the citee shall make payment of the revised fine amount with the Office of the City Clerk (or the City Clerk's designee) within seven calendar days of the date the decision is deposited with the U.S. Postal Service or deadline stated in the written decision if a deadline is noted in the decision. In the event the City Clerk (or the City Clerk's designee) does not receive the full amount of the fine within the required period: (1) fines or other penalties not paid within that time shall accrue interest at the rate set forth therein by the City Council; and (2) the City may take further action to ensure payment as provided by law.

(C) Administrative penalties and any late charges and interest due shall be paid to the City at such location or address as stated in the citation, or as may otherwise be designated by the City Manager.

(D) Upon confirmation of a citation or when the citation is deemed confirmed, all unpaid administrative penalties shall constitute a judgment which may be collected in any manner allowed by law for collection of judgments including but not limited to recordation to create a lien on any real property owned by the responsible person. The City shall be entitled to recover its attorney fees and costs incurred in collecting any administrative penalty, late charges and/or interest.

(E) Payment of the administrative penalty shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of the code, nor from any other responsibility or legal consequences for a continuation or repeated occurrence(s) of a violation of the code.

(F) Abatement of a violation shall not excuse the obligation of a citee to pay an administrative penalty, and any late charge or interest.

SECTION 7: Section 1.20.100(B) of Title 1 of the Palmdale Municipal Code is hereby amended to read as follows:

(B) Administrative hearings are informal, and formal rules of evidence and discovery do not apply. The City bears the burden of proof to establish a violation and responsibility therefor by a preponderance of evidence. The citation is prima facie evidence of the violation, however, and the Officer who issued the citation is not required to attend or participate at the hearing. The citee(s), and Officer, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. A citee may bring an interpreter to the hearing provided there is no expense to the City therefor. The Hearing Officer may question any person who presents evidence or who testifies at any hearing. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90.

SECTION 8: A new Section is hereby added to Chapter 2.08, Title 2 of the Palmdale Municipal Code to read as follows:

2.08.090 Mayor to Sign Subpoenas
Pursuant to Government Code section 37104, et seq., the legislative body may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony in any action or proceeding pending before it and the subpoenas shall be signed by the Mayor and attested by the City Clerk.

SECTION 9: Section 5.04.190(B)(1) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

(B) Hearings. The City Council shall have the authority to conduct all hearings required of it under this chapter. Such hearings shall be conducted as follows:

> (1) Testimony and Other Evidence. At the time set for the hearing, or on any date to which the hearing may be continued, the City Council shall hear the applicant, who may present any facts to show why the permit should be granted, and shall hear testimony from all other interested persons who attend the hearing to present reasons why the permit should or should not be granted. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90.

SECTION 10 Section 5.04.240(A) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

(A) Permit Validity and Grounds for Suspension. Whenever the provisions of this chapter require an applicant for any business permit to procure, post or maintain in effect any bond, undertaking, deposit, or policy of insurance, any business permit issued is valid only while such bond, undertaking, deposit, or policy of insurance is in full force and effect. The business permit shall automatically be suspended without notice if at any time such bond, undertaking, deposit, or policy of insurance is not in full force and effect. The Director shall notify the permittee in writing of any suspension pursuant to this section. Within 10 days thereafter, the permittee may request in writing a hearing before the City Council. The City Council shall conduct a hearing in a manner consistent with PMC 5.04.360 and, as warranted by the evidence received at the hearing, may revoke the permit or terminate the suspension and restore the permit. If the permittee does not request a hearing, the permit is automatically revoked at the end of 10 days following the notification of suspension.

SECTION 11: Section 5.04.300(B) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

(B) Rules of Evidence. Hearings need not be conducted according to technical rules of evidence. Oral evidence shall be taken only on oath or affirmation. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90.

SECTION 12: Section 5.04.360(B) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

(B) Conduct of Hearing. Upon receipt of the documentation required by subsection (A) of this section, the City Council shall conduct the appeal. The City Council may, at its discretion, receive new evidence or testimony which is not part of the record upon a showing that it could not, in the exercise of due diligence, have been presented at the time of the Director's decision. The City Council may hear and consider additional argument and points and authorities of law, and may require the parties before it to submit such argument and points and authorities of law prior to rendering any decision on the appeal. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90.

SECTION 13: Section 5.04.400(L)(2)(b) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

> (b) Hearings. Hearings shall be conducted in accordance with procedures established by the Director. All parties involved shall have a right to: (1) offer testimonial, documentary, and tangible evidence bearing on the issues; (2) be represented by counsel; and (3) confront and cross-examine witnesses. Any relevant evidence may be admitted that is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. Any hearing under this subsection may be continued for a reasonable time for the convenience of a party or a witness. The City may issue subpoenas requiring

attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90.

SECTION 14: Section 5.04.400(M)(2)(b) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

(b) Hearings. Hearings shall be conducted in accordance with procedures established by the Director. All parties involved shall have a right to: (1) offer testimonial, documentary, and tangible evidence bearing on the issues; (2) be represented by counsel; and (3) confront and cross-examine witnesses. Any relevant evidence may be admitted that is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. Any hearing under this subsection may be continued for a reasonable time for the convenience of a party or a witness. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90.

SECTION 15: Section 5.04.660(H)(4)(d) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

(d) The City Council shall have the power, following a hearing upon its own motion or upon a complaint, to investigate a single rate or fare or the entire schedule of rates and fares in effect, which are charged, demanded or collected for taxicab service and to authorize new rates or fares or new schedules thereof. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90.

SECTION 16: Section 5.04.660(I)(2) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

(2) Suspension or Revocation Hearing by the City Council. Whenever a permit granted or issued under the provisions of this section is temporarily suspended by the Director, a written report of such action or recommended action shall be filed by the Director with the City Clerk for submission to the City Council. Concurrently, a copy of such report shall be mailed to the permittee, together with a notice that the matter will be set for hearing by the City Council at its next regular meeting, giving the date, time and place of such meeting. The City Clerk shall set the matter for hearing by the City Council at its next regular meeting, and the City Council shall, at such hearing or continuance thereof, hear such evidence as may be offered, and, in its discretion, affirm, modify or reverse the action taken or recommended. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90.

SECTION 17: Section 5.44.090(C)(2) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

(2) A hearing of the Board shall commence not later than 60 days from the date the application is determined complete. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90.

SECTION 18: The first paragraph of Section 8.04.200 and Sections 103.3 and 105.7.6 of Section 8.04.200 of Chapter 8.04, Title 8 of the Palmdale Municipal Code are hereby amended to read as follows:

The following provisions are adopted as the administrative provisions and constitute Chapter 1 of the Palmdale Building Code, Palmdale Plumbing Code, Palmdale Mechanical Code, Palmdale Residential Code, Palmdale Existing Building Code, Palmdale Green Code and Article 89 of the Palmdale Electrical

Code to read and to be cited as set forth herein below. The subsections are numbered to be consistent with the numbering of the codes adopted by reference.

…

Section 103.3 is amended to read as follows:

Violations of any provision of the PAP, Palmdale Building code, Plumbing code, Mechanical code, Electrical code, Residential code and Green building code is punishable as set forth in Palmdale Municipal Code Title 1, are deemed to be a nuisance, and may be abated as such by the City as provided in PMC Chapter 8.36. It shall constitute a new and separate offense for each and every day or portion thereof during which any violation of any of the provisions is committed, continued or permitted. The City may enforce any violation of these codes by any and all means available by law, including but not limited to, civil enforcement through such means as a restraining order and nuisance abatement action for relief such as preliminary or permanent injunction, criminal enforcement, and administrative enforcement. These remedies are intended to be cumulative and may be used in conjunction with or in lieu of each other remedy. Furthermore, the provisions for punishment in this Subsection are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of the PAP, Palmdale Building code, Plumbing code, Mechanical code, Electrical code, Residential code and Green building code.

…

Section 105.7.6. is amended to read as follows:

The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90. It is a violation of the Code punishable as set forth in Title 1 of this Code for any person to refuse without lawful excuse to attend any hearing or to produce material evidence which the person possesses or controls as required by any subpoena.

SECTION 19: Section 8.04.530 of Title 8 of the Palmdale Municipal Code is hereby amended to read as follows:

A new Section 3308.12 is hereby added and incorporated into the Palmdale Fire Code to read as follows:
3308.12. Violations and Penalties.

(A) Every person violating any provision of the Palmdale Fire Code or of any permit or license granted hereunder, or any rule, regulation or policy promulgated pursuant hereto, is guilty of a misdemeanor unless promulgated pursuant hereto, is guilty of a misdemeanor unless such violation is otherwise specifically declared to be an infraction by the fire code. Each such violation is a separate offense for each and every day during any portion of which such violation is committed.

(B) Every violation determined to be an infraction hereunder is punishable in such manner and to such extent as is provided by Chapter 1.12 PMC.

(C) For the purposes of this section, a forfeiture of bail shall be equivalent to a conviction.

(D) Violations of any provision of the Palmdale Fire Code or of any permit or license granted hereunder, or any rule, regulation or policy promulgated pursuant hereto are deemed to be a nuisance, and may be abated as such by the City as provided in PMC Chapter 8.36. The City may enforce any violation of this code by any and all means available by law, including but not limited to, civil enforcement through such means as a restraining order and nuisance abatement action for relief such as preliminary or permanent injunction, criminal enforcement, and administrative enforcement. These remedies are intended to be cumulative and may be used in conjunction with or in lieu of each other remedy. Furthermore, the provisions for punishment in this Subsection are in addition to and independent of any other sanctions, penalties or

costs which are or may be imposed for a violation of any of the provisions of the PAP, Palmdale Building code, Plumbing code, Mechanical code, Electrical code, Residential code and Green building code.

SECTION 20: Section 8.04.820 of Title 8 of the Palmdale Municipal Code is hereby amended to read as follows:

It is unlawful for a person to erect, construct, enlarge, alter, repair, move, improve, remove, connect, convert, demolish, equip or perform any other work on any building or structure or portion thereof, or perform any grading in the City, or cause the same to be done, contrary to, or in violation of, any of the provisions of this code.

It is unlawful for any person to own, use, occupy or maintain any building or structure or portion thereof in the City, or cause the same to be done, contrary to, or in violation of, any of the provisions of this code.

Any person, firm or corporation violating any of the provisions of this code shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed, continued or permitted. Upon conviction of any such violation, such person shall be punishable by a fine of not more than $1,000 or by imprisonment for not more than six months, or by both such fine and imprisonment. Any violation of the provisions of this code are deemed to be a nuisance and may be abated as such by the City as provided in PMC Chapter 8.36. The City may enforce any violation of this code by any and all means available by law, including but not limited to, civil enforcement through such means as a restraining order and nuisance abatement action for relief such as preliminary or permanent injunction, criminal enforcement, and administrative enforcement. These remedies are intended to be cumulative and may be used in conjunction with or in lieu of each other remedy. Furthermore, the provisions for punishment in this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this code.

SECTION 21: Section 8.04.920 of Title 8 of the Palmdale Municipal Code is hereby amended to read as follows:

It is unlawful for a person to erect, construct, enlarge, alter, repair, move, improve, remove, connect, convert, demolish, equip or perform any other work on any building or structure or portion thereof, or perform any grading in the City, or cause the same to be done, contrary to, or in violation of, any of the provisions of this code.

It is unlawful for any person to own, use, occupy or maintain any building or structure or portion thereof, in the City, or cause the same to be done, contrary to, or in violation of, any of the provisions of this code.

Any person, firm or corporation violating any of the provisions of this code shall be guilty of a misdemeanor, and each such person shall be guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed, continued or permitted. Upon conviction of any such violation such person shall be punishable by a fine of not more than $1,000 or by imprisonment for not more than six months, or by both such fine and imprisonment. Any violation of the provisions of this code are deemed to be a nuisance and may be abated as such by the City as provided in PMC Chapter 8.36. The City may enforce any violation of this code by any and all means available by law, including but not limited to, civil enforcement through such means as a restraining order and nuisance abatement action for relief such as preliminary or permanent injunction, criminal enforcement, and administrative enforcement. These remedies are intended to be cumulative and may be used in conjunction with or in lieu of each other remedy. Furthermore, the provisions for punishment in this Section are in addition to and independent of any other sanctions, penalties or costs which are or may be imposed for a violation of any of the provisions of this code.

SECTION 22: Section 8.20.090(B) of Title 8 of the Palmdale Municipal Code is hereby amended to read as follows:

(B) The hearing officer shall not be limited by the technical rules of evidence. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90. The owner of the land may appear in person at the hearing or present a sworn written statement in time for consideration at the hearing, and deny responsibility for the presence of the vehicle on the land, with his or her reasons for the denial.

SECTION 23: Section 12.04.020 of Title 12 of the Palmdale Municipal Code is hereby amended to read as follows:

The Council may from time to time call public hearings to ascertain whether the public necessity, health, safety or welfare requires the removal of poles, overhead wires and associated overhead structures within designated areas of the City and the underground installation of wires and facilities for supplying electric, communication or similar or associated service. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90. The City Clerk shall notify all affected property owners as shown on the last equalized assessment roll and utilities concerned by mail of the time and place of the hearings at least 10 days prior to the date thereof. Each such hearing shall be open to the public and may be continued from time to time. At each such hearing all persons interested shall be given an opportunity to be heard. The decision of the Council shall be final and conclusive.

SECTION 24: Section 12.04.100(G) of Title 12 of the Palmdale Municipal Code is hereby amended to read as follows:

(G) Upon the date and hour set for the hearing of protests, the Council shall hear and consider the report and all protests, if there are any, and then proceed to affirm, modify or reject the assessment. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90;

SECTION 25: Section 16.24.050C of Section 12.08.030 of Title 12 of the Palmdale Municipal Code is hereby amended to read as follows:

C. The encroachment permit may authorize less than all of the locations proposed by the applicant for the installation or maintenance of newspaper dispensing devices. If a proposed location is disapproved by the Director, the applicant shall be given written notice of the reasons for such disapproval. The applicant shall have the right to a hearing on such determination in accordance with the provisions of Section 16.24.160. Disapproval of a proposed location shall not preclude the applicant from subsequently submitting a new and additional application for encroachment permit designating another proposed location. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90.

SECTION 26: Section 16.24.160C of Section 12.08.030 of Title 12 of the Palmdale Municipal Code is hereby amended to read as follows:

C. At the hearing, any person may present evidence or argument as to whether the newspaper dispensing device was in violation of this chapter, whether it was properly removed and impounded, and whether it should be returned without payment of an impound fee. Such hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90.

SECTION 27: Section 16.24.170C of Section 12.08.030 of Title 12 of the Palmdale Municipal Code is hereby amended to read as follows:

C. Upon receipt of the appeal, the city manager's determination, and other relevant documents, and as soon as practical, the administrative hearing officer shall conduct a hearing. The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90. The administrative hearing officer may thereafter take any of the following actions:

1. Approve, reverse or modify the city manager's determination; or

2. Refer the matter back to the Director with or without instructions.

SECTION 28: Section 13.11.140 of Title 13 of the Palmdale Municipal Code is hereby amended to read as follows:

The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90. Within 30 days after the close of the appeal hearing, the Administrative Hearing Officer will issue a written decision to:

(A) Confirm the action of the Director in denying a permit or issuance of a permit subject to special conditions and limitations; or

(B) Instruct the Director to issue a permit without conditions or limitations or with such special conditions and limitations as the Administrative Hearing Officer may designate; or

(C) Continue suspension of an existing permit invoked by the Director pending correction of objectionable conditions by the permittee; or

(D) Remove the suspension of an existing permit invoked by the Director pending correction of objectionable conditions by the permittee; or

(E) Deny that objectionable conditions exist and reinstate an existing permit; or

(F) Revoke an existing permit on any of the following grounds:

(1) Failure of the permittee to correct conditions as required by the Director;

(2) Conditions which would justify the denial of a permit;

(3) Fraud or deceit was employed in the obtaining of a permit;

(4) Any other violation of this chapter or of any permit, license or exception granted hereunder; or

(G) Take any other appropriate action regarding the appealed permit, license, condition, limitation or exception.

SECTION 29: Section 5.05.080 of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

Any violation of any of the provisions of this chapter shall be punishable as set forth in PMC Title 1. In addition, as set forth in PMC Title 1, any violation of building, plumbing, electrical, or other similar structural, health and safety, or zoning requirements as a result of, or to facilitate, the illegal cultivation of cannabis shall be punishable through the immediate imposition of administrative fines or penalties. Where the conduct constituting the violation is of a continuing nature, each day that the conduct continues shall be deemed a separate and distinct violation.

SECTION 30: Section 1.20.040(B) of Title 1 of the Palmdale Municipal Code is hereby amended to read as follows:

(B) When the violation pertains to building, plumbing, electrical or other similar structural or zoning issues that creates an immediate danger to health or safety, a citation may be issued forthwith together with a notice to abate in accordance with PMC Title 8. In the absence of an immediate danger, a citation for such a violation shall not be issued pursuant to this chapter unless the responsible person has first been provided with notice to abate and a reasonable period, as determined by the Officer, in which to abate or correct the violations or unless the violation involves building, plumbing, electrical, or other similar structural, health and safety, or zoning requirements as a result of, or to facilitate, the illegal cultivation of cannabis.

SECTION 31: Chapter 8.10 of Title 8 of the Palmdale Municipal Code is hereby repealed and deleted in its entirety; however such repeal shall not affect or excuse any violation of said Section that occurred prior to the effective date of this Ordinance, nor shall such repeal impede, deter, impact, or negate any administrative, civil, or criminal enforcement of any violation of said Section that occurred prior to the effective date of this Ordinance.

SECTION 32: Chapter 8.36 of Title 8 of the Palmdale Municipal Code is hereby repealed and deleted in its entirety; however, such repeal shall not affect or excuse any violation of said Section that occurred prior to the effective date of this Ordinance, nor shall such repeal impede, deter, impact, or negate any administrative, civil, or criminal enforcement of any violation of said Section that occurred prior to the effective date of this Ordinance.

SECTION 33: A new Chapter 8.36 is hereby added to Title 8 of the Palmdale Municipal Code to read as follows:

8.36.010 Title.

This chapter shall be known and may be cited as “the ordinance regulating property maintenance.”

8.36.020 Findings and purpose.

This chapter is adopted pursuant to the City’s police powers and California Government Code Sections 38771 through 38773.7, including any successor statutes, for the purpose of defining nuisances and establishing nuisance abatement procedures. Nothing contained in this Chapter is intended to, nor shall it, preclude the City from pursuing any other available administrative, civil or criminal remedies concurrently or in addition to the proceedings established by this Chapter to enforce this code or other applicable law.

The City Council has determined that the quality of life in the City of Palmdale is directly linked to the character and condition of its agriculture, commercial, industrial and residential neighborhoods. It is the purpose of this chapter to provide maintenance standards which shall serve to enhance the value of land and development within the City, and protect the livability, appearance, social and economic conditions, integrity, and character of the community, and secure the public's health, safety and welfare. This chapter aims to ensure that all properties in the City, whether improved or unimproved, do not reach such a state of deterioration or disrepair as to cause the depreciation of the value of surrounding property, be materially detrimental to nearby properties and improvements, and/or create blight.

It is the expressed purpose of this Chapter to declare that property owners shall be responsible for maintaining the land, all structures, landscaping, accessory structures, paved areas, appurtenances, fences and personal property situated on lots and premises in the City, be it improved and unimproved commercial, residential, industrial and open space land located within the City, in a manner required to protect the health and safety of users, occupants and the general public. This responsibility cannot be contracted, transferred, assigned, or conferred to another person or entity. This Chapter is intended to promote compliance with the goals, policies and implementation measures of the Palmdale general plan, specifically by establishing

minimum standards and procedures to allow the enforcement of laws within the City, including the abatement of nuisance areas within the City

8.36.030 General Definitions.

The definitions set forth in Chapter 1.20 PMC are applicable to this Chapter.

8.36.040 Inspection.

(A) Authorized Representatives. The Enforcement Officer is authorized to make inspections and take such actions as may be required by this chapter to abate nuisances. No person attending any inspection of a commercial property shall have a financial interest, actual or potential, in the outcome of the inspection.

(B) Inspection of Premises. Whenever there is reasonable cause to believe that a condition, activity, or use of property exists which constitutes a public nuisance or hazard or there is a reason to believe that a condition of nonconformity exists, the Enforcement Officer may request to enter the premises at a reasonable time for the purpose of inspection. If the premises are occupied, entry shall be requested and appropriate identification shall be presented. If the premises are unoccupied, a reasonable effort, as deemed appropriate by the Enforcement shall be made to locate the property owner and to obtain the right of inspection in accordance with State law. The City may seek a civil inspection warrant through a court of competent jurisdiction whether or not having first sought consent to inspect.

8.36.050 Conditions Constituting a Nuisance

The following are hereby declared to be nuisances within the City of Palmdale:

(A) Nuisances Under Law

(1) Any nuisance known at common law or in equity jurisprudence;

(2) Any nuisance as defined by State law, including California Civil Code sections 3479 and 3480;

(3) Any condition caused or permitted to exist in violation of any provision of the Palmdale Municipal Code, codes or other laws adopted by the City of Palmdale, or State or Federal law enforceable by the City as well as any condition of approval, permit, or other authorization given by the City of Palmdale or other governing jurisdiction;

(4) Any condition or use of property in violation of the provisions of the Palmdale Zoning Ordinance; and

(5) Maintenance of property in such condition as to be detrimental to the public health, safety or general welfare.

(B) Nuisances Affecting Land, Landscapes, Lots

(1) Any condition of vegetation overgrowth, dirt or land erosion which encroaches into, over or upon any public right-of-way, including, but not limited to, streets, alleys or sidewalks, so as to constitute either a danger to the public safety or an impediment to public travel;

(2) Excessive overgrowth of vegetation, dead, decayed or diseased trees, growth of weeds or deposit of garden waste that are likely to harbor rats or vermin and constitute a fire or health hazard. Weeds include plants which bear seeds of a downy or wingy nature and any other plants, including tumbleweeds, which attain such large growth as to become, when dry, a fire menace to adjacent property, plants which are otherwise noxious or dangerous when the conditions of growth are such

as to constitute a menace to the public health, dry grass, stubble, brush, refuse or other combustible material which endangers the public safety by creating a fire hazard;

(3) Overgrown, dead trees, weed, debris or other vegetation causing detriment to neighboring properties or property values, creates a condition considered dangerous to the public health, safety and general welfare due to a variety of factors, including, but not limited to, obstruction of vehicular line of sight, impairment of vehicular traffic or the ability to clearly observe safety signs and signals, or constitute an unsightly appearance that has the potential to degrade or negatively impact the appearance of surrounding properties;

(4) The accumulation of lumber, junk, trash, debris or salvage materials so as to be visible at ground level from a public street, alley or from adjoining property, except that nothing herein shall preclude the placement of firewood when stacked in accordance with applicable health and fire codes for use on the premises;

(5) Poison oak and poison ivy when the condition of growth is such as to constitute a menace to the public health

(6) Any dangerous land conditions or land instability;

(7) The accumulation of animal feces or animal-related wastes;

(8) Any yard that is in public view, in which the lack of landscaping, irrigation or maintenance results in the exposure of an area greater than six (6) square feet of bare dirt or is substantially dissimilar to the condition of landscape on surrounding properties. This requirement does not apply to that portion of a lot which is under cultivation of a crop or orchard, or which is landscaped with shrubs or ornamental plant material.

(9) The covering of the required landscape area in any yard in public view, with unnatural or synthetic materials whose general use is not intended for use as outdoor landscape material, such as but not limited to, carpet, plastic sheeting, or paper products.

(10) Storage of landscape debris in any yard in public view, for a period of time exceeding seven (7) calendar days unless screened from view by a five-foot-high wall or opaque fence.

(11) Refuse, rubbish, or nuisance waste due to any construction activity that accumulates in any yard for a period exceeding seven (7) calendar days, unless it is screened from public view by a five-foot-high wall or opaque fence.

(12) Storage of construction equipment, machinery, or building materials in any yard for a period of time exceeding seven (7) calendar days, unless they are screened from view by a five-foot-high wall or opaque fence. If building materials are kept for a period of time greater than seven (7) days on any property, they shall be kept out of public view, and stacked in an orderly manner at least six (6) inches off the ground so as to reduce the likelihood of attracting rats, rodents or vermin.

(13) Any gardening items and related equipment stored in the front yard or in a side yard or back yard abutting a street for a period in excess of seven (7) calendar days, unless they are screened by a five-foot-high wall or opaque fence.

(14) Any property not maintained in accordance with the following landscaping requirements: Landscaping shall be maintained (watering, fertilizing, weeding, mowing, pruning, etc.) by the landowner (unless otherwise noted in a rental agreement and/or contract between the landlord and tenant) in accordance with the following: Sites shall be kept clean and maintained at all times. Weeds and trash (wind blown or otherwise) shall not be allowed to accumulate on the site. Vegetation shall receive sufficient water and other required customary care to maintain health and

vigor to the maximum extent possible. Pruning and mowing shall be used to maintain plant health and vigor while enhancing its form and structure. Lawn/grass turf blades shall be maintained to not exceed eight inches from grade in height. All dead or obviously unhealthy plant material shall be replaced with new material which is comparable to original installation.

(C) Nuisances Affecting Structures and Structural Components

Structures or buildings, both permanent and temporary, or other improvements, including, but not limited to, walls, fences, pools, slabs and utility extensions, which exhibit any of the following conditions are deemed to be nuisances:

(1) Buildings or structures or significant sections thereof including, but not limited to, exterior stairs, roof, foundation, walls, fences, signs, retaining walls, driveways, or walkways which are substantially broken, deteriorated, or defaced.

(2) Additions, alterations or modifications to the structure, roof, or fences and walls which are not compatible with the existing structure or features such as doors, windows, screens, roofs, rooftop appurtenances, fences, walls, or architectural treatment, not consistent with existing construction, or is substantially dissimilar to surrounding property.

(3) Any roof, or portions thereof, that is damaged, dilapidated, or inadequately or improperly maintained such that it is structurally unsafe, or allows penetration of water to the sub-structural elements such as sheathing, roofing felt, rafters, or ceiling, or exposes sub-structural elements to view, or is missing roof material, or is substantially dissimilar to surrounding properties.

(4) Buildings or structures that have broken, damaged or missing windows, doors, attic vents, and underfloor vents rendering these items unusable for their purpose and causing an attractive nuisance.

(5) Garage doors that are missing, broken, sag or buckle to the extent that they cannot be either opened or closed, rendering the garage unusable for its purpose and causing an attractive nuisance.

(6) Any portion of a building which are structurally unsafe, damaged, dilapidated, in non-conformance with specific provisions mentioned elsewhere in the zoning ordinance or approved development plans either entirely or in part, or which constitute a fire or other hazard;

(7) Any portion of a building that is unpainted or untreated so as to expose raw building material to the elements or which is visible from any public right-of-way, street or alley and have faulty weather protection as determined by the Building Official;

(8) Have crumbling, cracked, missing, broken or loose exterior stucco or other siding, roofs, foundations or floors (including lack of paint or other protective finish), broken or missing windows or doors;

(9) Unpainted buildings causing dry rot, warping and termite, insects, or vermin infestation, or have paint which is cracked, peeled or blistered rendering the building in such a state of disrepair as to be unsightly;

(10) Broken windows constituting hazardous conditions and inviting trespassers and malicious mischief;

(11) Any portion of a building which has damaged woodwork or wall coverings including, but not limited to, unpainted surfaces, chipped or peeling paint, damaged brickwork, stonework, stucco, or wood, such that the affected area is in excess of the following:

(12) Are abandoned, partially destroyed or left in a state of partial construction and where the appearance or other conditions of any such building or structure substantially detracts from the appearance of the immediate neighborhood, have windows containing broken glass, or no glass at all where the window is of a type which normally contains glass, thereby creating hazardous conditions and inviting trespassers and malicious mischief. Plywood or other similar material (of at least one-half-inch thickness) shall be used to cover such window space. When such covering is required for an extended period of time, the material shall be painted in a color or colors consistent with the remainder of the structure;

(13) Are unoccupied and have been left unlocked or otherwise open and unsecured from intrusion by persons, animals or the elements;

(14) Have exterior walls, fences, driveways, sidewalks or landscape elements which do not require a building permit and which are in a hazardous condition, or hinder free access to public sidewalks, or are in such a state of disrepair as to be unsightly.

(15) Any swimming or architectural pools or spas not properly maintained so as to create a safety hazard or harbor insect infestation, or create a visible deteriorated or blighted appearance, including but not limited to: water in such pools or spas which has been allowed to stagnate, or to become stale or foul through lack of circulation; pools in which the bottom and sides of the pool or spa are not reasonably free of sediment, dirt, slime and algae; water not sufficiently clear so that the main drain outlet is clearly visible to an adult standing on the pool deck; a lack of fencing or other barriers required for swimming pool and spa enclosures as required by PMC Chapter 8.08, and premises constituting a safety hazard inclusive of, but not limited to, lack of security, water stagnation, or abandoned pools, regardless of whether or not there is water in the pools;

(16) Pools, spas, fountains, ponds and tanks which are not maintained in a safe and sanitary manner;

(17) Grading which does not meet the minimum standards of the City or any other County or state law regulating grading; and

(18) Freestanding mailboxes that are not maintained in good repair or are not structurally intact.

(D) Nuisances Affecting Sanitation and Blight

(1) Outdoor storage, so as to be visible at ground level from a public street or from adjoining property, as a part of a continuing practice, of any of the following items:

a. Broken or discarded furniture, appliances, boxes and containers, play equipment, toys and similar household articles;

b. Abandoned, inoperative, wrecked or dismantled autos, trucks, trailers, motorcycles, camper boats or other recreational vehicles;

c. Discarded, wrecked or inoperable machinery and tools;

d. Salvage materials, scrap metal or other building and construction materials including, but not limited to, dirt, sand, gravel, lumber, concrete, tile, rocks, bricks and other similar materials;

e. Waste matter, litter, trash, or refuse;

f. Stagnant water or excavations;

g. Any device, decoration, design, fence, structure, clothesline or vegetation which is unsightly by reason of its condition;

h. Commercial equipment maintained on any part of any residential property.

This subsection does not prohibit machinery installed in the rear setback areas for household or recreational use, furniture designed and used for outdoor activities, trash cans in the front yard during the twenty-four-hour period allowed for garbage pick-up and garbage bins when employed in construction for which a valid building permit has been issued by the City.

(2) Inadequate or unsanitary sewerage or plumbing facilities;

(3) Property that repeatedly has been the situs of nuisance activity, including but not limited to: disturbing the peace, illegal drug activity, public drunkenness, harassment of passersby, illegal gambling, prostitution, sale of stolen goods, acts of violence, public urination, acts of lewd conduct, unreasonably loud noise, or excessive littering; and

(4) Graffiti which includes, but is not limited to, writings, inscriptions, figures, scratches, or other markings commonly referred to as "graffiti.";

(5) Defaced, illegal, unmaintained or unsafe signage;

(6) Unmaintained or broken irrigation systems;

(7) Unmaintained garbage or trash cans, dumpsters or receptacles that are visible from public rights-of-way or which cause offensive odors or constitute a source of wind-blown trash or debris to adjacent properties or stored in front or side yards and visible from the public street except when placed in places of collection at the times permitted;

(8) Unmaintained grease traps; dirt-filled, oil-filled or debris-filled loading areas, parking lots and trash enclosures;
(9) Clothesline in front yard areas;

(10) Property, including but not limited to, building exteriors which are maintained in such condition as to become so defective, unsightly, or in such condition of deterioration or disrepair that the same causes appreciable depreciation of the property values of surrounding property or is materially detrimental to proximal properties and improvements; and

(11) Maintenance of premises so out of harmony or conformance with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use or property values of such adjacent properties.

(E) Attractive Nuisances

Any attractive nuisance which may cause an immediate threat to the health, safety and welfare of the general public and specifically attractive to children whether in a building, on the premises of a building, or upon an unoccupied lot. This includes any abandoned wells, shafts, basements or excavations; abandoned refrigerators and motor vehicles; or any structurally unsound fences or structures; or trash, garbage, rubbish, refuse, fences, debris or vegetation which may prove a hazard for inquisitive minors. These conditions include, but are not limited to the existence of, maintenance of, or the scattering of any of the following over the property or premises for any duration of time:

(1) Hazardous pools, ponds, excavations and piles of dirt;

(2) Polluted water;

(3) Neglected, abandoned or unattended machinery or furniture or household equipment, including abandoned, discarded or unattended objects such as stoves, refrigerators, freezers, cans, containers or packing boxes;

(4) Graffiti (permitting or allowing any graffiti to remain on any building, wall, fence or structure for a duration longer than seventy-two (72) hours);

(5) Clotheslines in the front yard;

(6) Unoccupied buildings or structures not secured and accessible to persons not authorized to use such structures and which pose a threat to the safety of the public;

(7) Excessive amount of oil spillage in driveway;

(8) Abandoned and broken equipment, or

(9) Neglected machinery.

(F) Nuisances Caused By Vehicles

(1) Parking, storing, or keeping of any motor vehicle within that area of a residential lot customarily considered to be the front yard. The front yard area does not include the driveway. For purposes of this subsection, the driveway shall be limited to:

a. One paved area leading directly from the public right-of-way to an attached garage or carport (whether one-car, two-car, or more), which paved area shall be limited in width to the width of the attached garage(s) or carport(s);

b. Where the only garage or carport is a detached rear yard garage or carport, to the width of a single lane driveway, which shall not exceed 12 feet in total width, leading directly in a straight line from the public right-of-way to the rear portion of the lot;

c. One single-lane paved area not exceeding 12 feet in width leading directly in a straight line from the public right-of-way to a side yard parking area as permitted by subsection (A)(10)(c) of this section on the same side of the lot as the principle attached front yard garage or carport; and

d. One circular driveway on a lot with a minimum frontage of 80 feet with no other driveway leading to an approved garage, carport, rear yard or side yard parking area, subject to the approval of the City Traffic Engineer. Any such circular driveway shall not exceed 20 feet in width between the interior and exterior arcs and shall be abutted by a maintained landscaping area on both interior and exterior arcs. Parking any vehicle on any other portion of the front yard, whether paved or unpaved, including in an area leading to an approved additional paved parking area in a rear or side yard, is prohibited;

(2) Parking, storing or keeping of any recreational vehicle, trailer, boat, or camper within that area of a lot customarily considered to be the front yard. The front yard area does not include the driveway. For purposes of this subsection only, the driveway shall be limited to:

a. One paved area leading directly from the public right-of-way to an attached garage or carport (whether one-car, two-car, or more), which paved area shall be limited in width to the width of the attached garage(s) or carport(s);

b. Where the only garage or carport is a detached rear yard garage or carport, to the width of a single lane driveway which shall not exceed 12 feet in width, leading directly in a straight line from the public right-of-way to the rear portion of the lot; and

c. One single-lane paved area not exceeding 12 feet in width leading directly in a straight line from the public right-of-way to a side yard parking area as permitted by subsection (A)(10)(c) of this section on the same side of the lot as the principle attached front yard garage or carport. Parking any recreational vehicle, trailer, boat, or camper on any other portion of the front yard, whether paved or unpaved, including in an area leading to an approved additional paved parking area in a rear or side yard, is prohibited;

(3) Parking, storing or keeping of any motor vehicle within that area of a residential lot customarily considered to be the side yard except when parked on a rock or paved surface. The side yard area does not include a side yard driveway to an approved side yard or rear yard garage or carport;

(4) Parking, storing or keeping of any motor vehicle on any wholly undeveloped, or largely undeveloped lot, except when parked on a rock or paved surface;

(5) Parking, storing or keeping of any recreational vehicle, trailer, boat or camper within that area of a lot customarily considered to be the side yard except when parked on a rock or paved surface. The side yard area does not include a side yard driveway leading to an approved side yard or rear yard garage or carport;

(6) Unmounted campers or camper shells stored in the front yard, side yard or driveway areas.

(7) Trailers, campers, boats and other mobile equipment stored for unreasonable periods in yard areas contiguous to streets or highways and causing depreciation of nearby property values;

(8) Inoperable or abandoned motor vehicles stored for unreasonable periods on the premises and causing depreciation of nearby property values;

(9) All vehicles being stored or undergoing repairs, maintenance, or restoration must be registered to the property address and screened from public view by a minimum five-foot-high wall or opaque fence; and

(10) Commercial vehicles that are being stored, parked, garaged, or maintained in a residential zone, unless loading or unloading.

(G) Other Nuisances

(1) Conditions which, due to their accessibility to the public, may be hazardous or dangerous, including but not limited to:

a. Unused or broken appliances such as refrigerators, freezers, and similar storage chests;

b. Excavations, wells, shafts, pits and unsecured cellars or basements;

c. Machinery which is inadequately secured or protected;

d. Buildings that stand vacant for more than thirty consecutive days, unless the code official finds in writing that any of the following applies:

i. The building is the subject of an active zoning or building permit application or permit for repair or rehabilitation and the owner is progressing diligently to obtain such zoning or building permit or to complete the repair or rehabilitation.

ii. The building meets all codes, is ready for occupancy, and is actively being offered for sale, lease, or rent.

iii. The code official may grant an extension up to twelve months for properties inherited or under probate.

iv. The code official may waive the time limit to remedy a blighted building in cases where an event such as fire, flood, or earthquake interferes with the owner's ability to complete the corrective action within the specified time.

(2) Excessive individual ornamentation or architectural elements not in keeping with the overall character of a neighborhood.

(3) Portions of any lot or premises used in such a manner or neglected to an extent, which subjects adjacent properties or lots to any of the following in a substantial way intense visible light, vibrations; excessive sound; electro-mechanical or electromagnetic disturbance; radiation; air or water pollution; dust or emissions of odorous, toxic, or noxious matter; or unsightly refuse or waste.

8.36.060 Public Nuisance.

Any condition qualifying as a nuisance as defined in Section 8.36.050 as well as any violation of this Chapter, any other provision of the Palmdale Municipal Code, adopted or uniform codes of the City, or State or Federal law enforceable by the City shall constitute a public nuisance subject to abatement by any means available by law.

8.36.070 Substandard Property.

Any property within the City determined to be a nuisance or having nuisance conditions as defined in this Chapter shall also constitute a substandard property, and subject to the procedures applicable to substandard properties in this Chapter.

8.36.080 Duty To Prevent And Abate Nuisances.

It shall be and remain the duty of the Owner of any property within the City to prevent and abate nuisances on such property.

8.36.090 Informal notice of substandard property.

(A) When the Enforcement Officer has determined an property is substandard, as defined in this Chapter, in addition to any notices hereafter provided by this Chapter, the Enforcement Officer may give to the owner of the substandard property and to any other person whom he or she deems should be so notified, information concerning the provisions of this Chapter, any violation thereof, how the person notified may comply and any other information deemed expedient. The Enforcement Officer may post such information on the substandard property.

8.36.100 Formal notice of substandard property.

(A) If, in the opinion of the Enforcement Officer, a property is found to be substandard, as defined in this Chapter, the Enforcement Officer shall give to the owner and any other responsible person concerned, as identified by the Enforcement Officer, written notice stating the conditions which make the property substandard.

(B) The notice may require the owner to remove within 30 days, or within another time limit which the Enforcement Officer may determine, the conditions which cause the property to be substandard, and if, in

order to comply with such notice it is necessary to remove any vehicle or any part thereof, such notice shall include a description of such vehicle and the correct identification number and license number, if available at the site.

(C) Proper service of the notice shall be by personal service or by registered or certified mail upon the owner and any other responsible person concerned, and by posting a copy of the notice on the substandard property. When no address is available for the owner or any other responsible person concerned from the county assessor's or county recorder's records or contact cannot be made at the identified address from the county's records, the service shall be by posting a copy of the notice on the substandard property.

(D) Issuance of this formal notice does not preclude the City from pursuing any other available administrative, civil or criminal remedies concurrently or in addition to the formal notice established by this Section to enforce this code or other applicable law.

8.36.110 Declaration of substandard property.

The Enforcement Officer may record on title to the property through the Department of Registrar-Recorder a declaration that a substandard property has been inspected and found to be such, as defined in this Chapter, and that all parties concerned have been or will be so notified. The costs incurred by the Enforcement Officer in the investigation of such properties, issuance of notices with respect to such properties, preparation of the declarations under this Section, and notification of concerned parties under this Section, shall be due prior to release of such declaration from title. After the Enforcement Officer finds that the nuisances triggering the designation of substandard property have been abated and either that such abatement has been accomplished at no cost to the City, or such costs have been placed upon the tax rolls as a special assessment pursuant to Section 25845 of the Government Code, or that the Enforcement Officer's jurisdiction has been prompted by government acquisition of the property, the Enforcement Officer shall record a document terminating the declaration through the Department of Registrar-Recorder.

8.36.120 Posting of signs.

The Enforcement Officer shall cause to be posted at such substandard building or property a notice of substandard property and/or a sign to read:

SUBSTANDARD PROPERTY: DO NOT ENTER OR DAMAGE, BY ORDER OF THE CODE ENFORCEMENT DIVISION OR DIVISION OF BUILDING AND SAFETY OF THE CITY OF PALMDALE.

Palmdale Municipal Code 8.36, Regulation of Property Maintenance.

Such sign may contain such additional information and warnings that the Enforcement Officer considers expedient. Such notice or sign shall remain posted until the required repairs, demolition, removal, barricading or property cleanup is completed. Such notice or sign shall not be removed without permission of the Enforcement Officer. No person shall enter except for the purpose of making the required repairs or of demolishing the substandard building except as specifically approved.

8.36.130 Notice and Order To Abate.

(A) Whenever an Enforcement Officer determines that any condition, building or premises within the City is being maintained in violation of the provisions of this Chapter constituting a nuisance, the Enforcement Officer shall give a written notice and order to abate to the owner of record as shown on the last equalized assessment roll and also to any other owner or responsible person known to the officer.

(B) The notice and order to abate shall notify the Owner and if applicable, other responsible persons, that the Enforcement Officer has determined a nuisance to exist; specify the condition or conditions to be corrected or remedied or actions required to abate, correct or bring the condition into compliance; specify

a reasonable period within which this must be accomplished; describe the process to contest the officer's determination by requesting a hearing; notify that failure to request a hearing will constitute a waiver of the right to a hearing and an admission that the nuisance does exist and that the abatement order is reasonable and justified; and notify the responsible persons that in the event of the owner's failure to correct the nuisance within the time prescribed, the City may cause the nuisance to be abated and the cost incurred on behalf of the City to become a lien or special assessment on the property, in accordance with the provisions of this Chapter. The notice and order to abate may be served as part of or in conjunction with an administrative citation.

(C) The notice and order to abate may be served in any of each of the following manners:

(1) By personal service: on the Owner or Responsible Person for the property where the nuisance is located; and if applicable, on the person, or agent who permitted, allowed, created, maintained or authorized the creation or maintenance of the public nuisance if different from the Owner or Responsible Person.

(2) By certified mail: Addressed to the Owner or Responsible Person for the property where the public nuisance is located, at the address shown on the last available assessment roll or as otherwise known; and if applicable, addressed to the known place of business, residence, or dwelling of the person, or agent who permitted, allowed, created, maintained, or authorized the creation or maintenance of the public nuisance if different from the Owner or Responsible Person.

(3) By posting at a conspicuous place on the property where the nuisance is located or abutting public right-of-way for a period of ten (10) days and insertion of an advertisement at least once a week for the period of two (2) weeks in a newspaper of general circulation in the city.

(D) Issuance of a notice and order to abate does not preclude the City from pursuing any other available administrative, civil or criminal remedies concurrently or in addition to the proceedings established by this Chapter to enforce this code or other applicable law.

8.36.140 Request for hearing to contest the notice and order to abate.

(A) The owner or other responsible person who was issued the written notice and order to abate, as the case may be, may contest the Enforcement Officer's determination that a nuisance exists by filing a timely and complete request for an administrative hearing on a City-approved form with the Office of the City Clerk, 38300 Sierra Highway, Palmdale, CA 93550, or such other office designated by the City Clerk, within 20 calendar days from the issuance date of a notice and order to abate. Failure to file a request for a hearing in the office of the City Clerk (or designee) within the required period shall have waived the right to a hearing and admitted that the nuisances described in the notice and order to abate do exist and that the abatement order is reasonable and justified. In that event, the notice and order to abate issued by the Enforcement Officer is final.

(B) A request for a hearing shall state: the date and number of the notice and order to abate; the address or location of the property; the name, address, telephone and any facsimile numbers, where the person requesting the hearing may be contacted; a statement explaining why he or she believes there are no violations of law constituting a nuisance identified in the notice and order to abate.

8.36.150 Hearing on contest to the notice and order to abate.

The hearing will be conducted within 60 days of the date a timely and complete request is received by the office of the City Clerk (or designee) unless a later date is agreed by the parties. The City will notify the persons requesting the hearing in writing by first class mail of the date, time and place set for the hearing at least 10 calendar days prior to the date of the hearing. Service of this notice is deemed complete at time of mailing. The failure to receive a properly addressed notice of hearing shall not invalidate any hearing,

City action or proceeding conducted pursuant to this chapter.; and the date and signature of the person requesting the hearing.

8.36.160 Administrative Hearing - Procedures.

(A) At least three City business days prior to the date set for the hearing, the Enforcement Officer and the persons requesting the hearing (or their representatives) shall ensure that a copy of all reports, statements or pictures or other evidence they wish to be considered in connection with the hearing is exchanged so that such information may be considered by the Hearing Officer and all parties to the hearing (by the Enforcement Officer to each person requesting the hearing and by each person requesting the hearing to the City Clerk (or designee)). Such exchange is to occur by first class mail. However, if the parties agree, the Enforcement Officer and the person requesting a hearing may exchange copies of their evidence via email in addition to or in lieu of first class mail. Failure to receive such documents shall not invalidate any hearing, City action or proceeding conducted pursuant to this Chapter.

(B) The Hearing Officer designated or appointed by the City Manager shall hear all requests for hearings pursuant to this Chapter in accordance with the procedures established herein.

(C) The person requesting a hearing may appear at the hearing in person or by written declaration executed under penalty of perjury. Said declaration and any documents in support thereof shall be tendered to and received by the office of the City Clerk (or designee) at least three City business days prior to the hearing. If such person fails to attend the scheduled hearing and does not submit a written declaration in a timely manner, he or she shall be deemed to have waived the right to a hearing. In such an instance, the Hearing Officer shall issue an abatement order and judgment in favor of the City. Notice of such final abatement order shall be given in accordance with Section 8.36.120.

(D) At the hearing, the hearing officer shall accept reliable evidence from any person if such evidence bears on the issue of whether violations of law constituting a nuisance as stated in the notice and order to abate exist on the subject property. The hearing officer is authorized to take testimony and is authorized to administer oaths or affirmations pursuant to California Code of Civil Procedure Section 2093(a). The City may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony at the hearing in accordance with PMC 2.08.90.

(E) Administrative hearings are informal and formal rules of evidence and discovery do not apply. The City bears the burden of proof to establish, by competent evidence, the existence of the violations of law constituting a nuisance and responsibility therefor, by a preponderance of evidence. The person requesting the hearing and Enforcement Officer (or their representatives) shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. A person requesting the hearing may bring an interpreter to the hearing, provided there is no expense to the City therefor. The Hearing Officer may question any person who presents evidence or who testifies at any hearing.

(F) Hearings may be continued once at the request of a person requesting the hearing or the Enforcement Officer who issued the notice and order to abate. The Hearing Officer may also continue the hearing for cause.

8.36.170 Hearing decision.

Based upon the evidence regarding the violations of law constituting a nuisance (or lack thereof) submitted in connection with the hearing, the Hearing Officer shall determine whether or not the notice and order to abate properly states violations of law constituting a nuisance. As soon as is practicable following the close of such hearing, and no later than 14 business days following the close of the hearing unless cause exists therefor, the Hearing Officer shall render a written decision on the matter. If the notice and order to abate is upheld, in full or partial, the Hearing Officer shall issue an order requiring the abatement of the nuisance conditions in a reasonable time and manner as set forth in the order and shall also notify the owner(s) that in the event the responsible person(s) fail to correct the violation of law within the time prescribed, the City

may cause the violation of law to be abated and the cost of such abatement will be recorded as a lien or special assessment on the property, in accordance with the provisions of this code. The Hearing Officer shall promptly give written notice to the person requesting the hearing and to the owner(s) and any other interested person who requests, in writing, notice of such decision, including a copy of the order. The order issued by the Hearing Officer shall be deemed a final order and may be judicially reviewed pursuant to California Code of Civil Procedure Section 1094.6. There is no right to an appeal to the City Council.

8.36.180 Abatement after hearing decision or failure to request hearing or other waiver of contest to notice and order to abate.

At no cost to the City, the owner and other responsible person shall comply with all of the provisions of any final abatement order. If such persons fail, for any reason, to comply with a final abatement order within the time required in the order, the City Manager, or his/her designee, may cause the nuisance described in the abatement order to be abated by City forces or by private contractor. The City is authorized to take such action as needed to gain entry upon the property where the violations of law exists for purposes of abating those violations. The City may seek a civil abatement warrant through a court of competent jurisdiction.

8.36.190 Emergency abatement.

Notwithstanding any other provision of this code, whenever the City Manager, or his or her designee, determines that a nuisance, as defined in this Chapter, or in any other applicable law, exists, and that such nuisance constitutes an immediate threat, hazard or danger to persons or property, the City Manager, or his or her designee, without observing the procedures set forth in this Chapter with reference to nuisance abatement, may forthwith immediately cause the abatement of such nuisance in such manner as the City Manager, or his or her designee, determines is reasonably required. If the City Manager, or his or her designee, deems it feasible, the City Manager, or his or her designee, shall attempt to give the owner and any occupants verbal notice of the existence of the nuisance, and the proposed timing and method of abatement thereof. The City Manager, or his or her designee, shall, forthwith, report such circumstances to the City Council. The City shall notify in writing the owner of the property upon which the nuisance was located, the place or area upon which the nuisance was abated by the City, and the cost of the abatement. Such notification shall be given in the same manner described in PMC 1.20.050 for service of administrative citations and conspicuously posted on the property containing the abated nuisance. The City may recover the costs of abatement as set forth in this Chapter. The City may seek a civil abatement warrant through a court of competent jurisdiction.

8.36.200 City expenses – Recovery of costs.

(A) After the abatement of any nuisance authorized under this Chapter, any provision of this Code, adopted codes, or provisions of State or Federal law that the City may enforce, unless abatement is achieved through court action, in which case, the City may utilize the procedure in this Section if it so determines necessary as the case may be, the City shall thereupon serve the owner of the property where the nuisance exists a statement of costs of abatement. Service shall be made pursuant to Section 8.36.100(C). The costs shall become a debt against the property upon which the nuisance existed, as well as a debt in favor of the City and against each person or entity who permitted, allowed, created, maintained or authorized the creation or maintenance of the nuisance. Payment of the costs of abatement shall be due on the date of the statement of costs, unless timely and properly appealed as provided in this Section.

(B) "Costs of abatement" means any costs incurred by the City to abate a nuisance, whether the City causes abatement through civil, administrative or other action, in which case, the City shall be entitled to recover all costs of abatement, including actual costs for abatement, staff costs, administrative costs, and attorneys' fees if applicable, incurred by the City to cause or otherwise obtain compliance with this municipal code, uniform or adopted codes by the City, or any provision of State or Federal law that may be enforced by the City, even if the violation is ultimately corrected by the violator. Costs of abatement do not include the costs of investigation, prosecution, or appeal of a criminal case. It is the intention of the City to provide for recovery

of all costs of abatement to the maximum extent provided by law. The City may recover such costs of abatement by any means authorized by law.

(C) Request for Hearing On Reasonableness of Costs of Abatement.

(1) The owner of the property where the nuisance exists may contest the reasonableness of the costs identified in the City's statement of costs of abatement by filing a timely and complete request for an administrative hearing on a City-approved form with the Office of the City Clerk (or designee), 38300 Sierra Highway, Palmdale, CA 93550, within 20 calendar days from the issuance date of the statement of costs of abatement. Any owner of the property where the nuisance exists who does not file a request for a hearing in the office of the City Clerk (or designee) within the required period shall have waived the right to a hearing and admitted the reasonableness of the costs of abatement described in the statement of costs of abatement. In that event, the statement of costs of abatement is deemed a final order.

(2) A request for a hearing shall state: the date of the statement of costs of abatement; the address or location of the property; the name, address, telephone and any facsimile numbers, where the person requesting the hearing may be contacted; a statement explaining why the costs of abatement are not reasonable.

(3) The timing for the hearing, the notice of the hearing and the procedures of the hearing, shall be conducted as provided in PMC sections 8.36.150 and 8.36.160. However, in those sections where reference is made to the existence of a nuisance, for purposes of this Section, the references should be understood as referring to the reasonableness of the costs of abatement.

(4) Based upon the evidence regarding the reasonableness of the costs of abatement, the Hearing Officer shall determine whether the costs of abatement in the statement of the costs of abatement were reasonable. As soon as is practicable following the close of such hearing, and no later than 14 business days following the close of the hearing unless cause exists therefor, the Hearing Officer shall render a written decision on the matter. If the costs of abatement were found to be reasonable or the Hearing Officer found another cost reasonable based on the evidence, the Hearing Officer shall issue an order requiring the payment of the costs of abatement in a reasonable time and manner as set forth in the order and shall also notify the owner that in the event the owner fails reimburse the City within the time prescribed, the City will have the option to ensure reimbursement in accordance with the provisions of PMC Chapter 8.36 and other available remedies under the law. The hearing officer shall promptly give written notice to the person requesting the hearing and to the owner(s) and any other interested person who requests, in writing, notice of such decision, including a copy of the order. The order issued by the Hearing Officer shall be deemed a final order and may be judicially reviewed pursuant to California Code of Civil Procedure Section 1094.6.

(5) If the owner fails to reimburse the City after a final order, the City will have the option to ensure reimbursement in accordance with the provisions of PMC Chapter 8.36 and other available remedies under the law.

8.36.210 Recovery of attorneys' fees – Prevailing party.

(A) Recovery authorized. The prevailing party in any judicial action, administrative proceeding, or special proceeding to abate a nuisance may recover its reasonable attorneys' fees, provided that the City elected, at the initiation of such individual action or proceeding, to recover its own attorneys' fees. In no judicial action or administrative proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the judicial action, administrative proceeding, or special proceeding to abate a nuisance. In addition to any other basis, the City shall also be determined the prevailing party when a person complies voluntarily or involuntarily after a deadline in a notice issued by the City expires, and also when the City's enforcement action was a cause or catalyst for compliance. The

failure of a court to award attorneys' fees to the City shall not preclude the City from recovering its attorneys' fees and costs administratively or through another process as provided by law.

(B) A judicial action includes, but is not limited to, any civil action, inspection or abatement warrant, administrative proceeding, or appeal from an administrative proceeding. "Abatement" shall include any action taken by the City to cause or otherwise obtain compliance with this municipal code, uniform or adopted codes by the City, or any provision of State or Federal law that may be enforced by the City, even if the violation is ultimately corrected by the violator. Any recovery of attorneys' fees for abatement of a nuisance shall be in accordance with this Section.

8.36.220 Recovery of costs – Lien and Assessment.

(A) Lien. Pursuant to California Government Code Sections 38773, 38773.1, and 38773.5, and any successor statutes, persons failing to abate a nuisance as ordered pursuant to this Chapter shall be obligated to reimburse the City for all of the City's costs of abating the nuisance. A nuisance abatement lien in favor of the City for such expenses of the City shall be created and recorded if reimbursement is not made, pursuant to this Section. The lien shall specify the amount of the lien, the name of the City, the date of the abatement order, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.

(B) Notice of Proposed Recordings. Prior to the recordation of the lien, an itemized notice of the lien amount and proposed recording shall be served on the property owner of record of the parcel of land on which the nuisance was abated by the City, based on the last equalized assessment roll or the supplemental roll, whichever is more current. The notice shall be served in the same manner as a summons in a civil action in accordance with California Code of Civil Procedure Section 415.10, et seq. If the owner of record, after diligent search, cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of 10 days, and publication thereof in a newspaper of general circulation published in the county in which the property is located.

(C) Recording. If the owner fails to pay the lien amount within 10 days of the notice, the City's nuisance abatement lien shall then be recorded in the Los Angeles County recorder's office, and from the date of recording shall have the force, effect, and priority of a judgment lien and may be collected in any manner provided by law for collection of judgment liens.

(D) Special Assessment. The City's total costs described in this chapter may, as an alternative to lien procedure provided above, be collected as a special assessment against the lot or parcel on which the nuisance existed in accordance with California Government Code Section 38773.5.

(E) Notice of Special Assessment. Prior to the special assessment, the City shall give notice to the owner, by certified mail, if the property owner's identity can be determined from the county assessor's or county recorder's records. The notice shall be given at the time of imposing the assessment and shall specify that the property may be sold after three years by the tax collector for unpaid delinquent assessments.

(F) Satisfaction. In the event that the lien or special assessment is discharged, released, or satisfied, either through payment or foreclosure, a notice of the discharge containing the information specified in the lien shall be recorded by the City.

(G) Fees. Any fees or costs incurred by the City for processing, recording of the lien and providing notice to the property owner may be recovered by the City as part of its foreclosure action to enforce the lien.

(H) Cumulative. This mechanism of cost recovery is intended to be cumulative and may be used in conjunction with or in lieu of each other remedy available to the City under the law.

8.36.230 Triple costs.

Pursuant to California Government Code Section 38773.7, and any successor statutes, upon entry of a second or subsequent civil or criminal judgment within a two-year period finding that an owner of property is responsible for a condition that may be abated in accordance with this Chapter, except conditions abated pursuant to Health and Safety Code Section 17980, the court may order the owner to pay treble the costs of the abatement.

8.36.240 Judicial and other remedies.

(A) Nothing in this chapter shall be deemed to prevent the City Attorney or other designated City official from:

(1) Commencing a civil action in a court of competent jurisdiction to enforce all or any of the provisions of any abatement order;

(2) Commencing a civil action in a court of competent jurisdiction to enjoin any violation of this Chapter;

(3) Commencing a civil action in a court of competent jurisdiction to abate a public nuisance as an alternative to, in conjunction with, or after an administrative proceeding pursuant to this Chapter;

(4) Commencing a civil action in a court of competent jurisdiction to recover the costs of abatement of a nuisance(s) incurred pursuant to this Chapter or other applicable law;

(5) Filing a criminal action in a court of competent jurisdiction to enforce this code; or

(6) Issuing an administrative citation to enforce this code.

(B) Where a civil action is filed, if the court issues an order or a judgment which finds a nuisance to exist, and orders or approves the abatement of the nuisance, or where the court validates the City's claim for reimbursement for costs of abatement of a nuisance, the court may also award the City its actual and reasonable costs of abatement, including, without limitation, reasonable attorneys' fees incurred by the City in such judicial proceeding as provided in Section 8.36.210.

(C) The City may enforce any violation of this Chapter by any and all means available by law, including, but not limited to, civil enforcement through such means as a restraining order and nuisance abatement action for relief such as preliminary or permanent injunction, criminal enforcement, and administrative enforcement. These remedies are intended to be cumulative and may be used in conjunction with or in lieu of each other remedy.

SECTION 34: Section 1.12.040 of Title 1 of the Palmdale Municipal Code is hereby amended to read as follows:

In addition to other penalties provided by law, any condition caused or permitted to exist in violation of any provision of this code shall be deemed a public nuisance and may be abated as such by the City as provided in PMC Chapter 8.36, and each day such condition continues shall constitute a new and separate offense.

SECTION 35: Section 5.04.200(A)(1) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

5.04.200 Grounds for denial of business permit.

(A) Business Activities Involving First Amendment Activities. Neither the Director nor the City Council shall approve an application for a business permit for a business activity primarily involving First Amendment activities if any of the following findings are made:

(1) The building, structure, premises, or the equipment used to conduct the business activity fails to comply with all applicable health, zoning, fire, building and safety, or nuisance prevention laws of the State or of the City or there are fees, fines, or other penalties owing the City in connection with the business activity including the building, structure, premises, or the equipment used to conduct the business activity; provided, however, that this subsection shall not be construed to require that the applicant actually be in compliance with such laws or have paid such penalties at the time set for review and approval. The Director or the City Council, as applicable, may approve a business permit and condition its operative date upon the later submission by the applicant to the Director of a certificate of occupancy issued by the Division of Building and Safety or other satisfactory evidence that the business activity is then in compliance with all such applicable laws or proof of payment of such penalties;

SECTION 36: Section 5.04.200(B)(1) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

(B) Business Activities Not Involving First Amendment Activities. Neither the Director nor the City Council shall approve an application for a business permit for a business activity not primarily involving First Amendment activities if any of the following findings are made:

(1) The building, structure, premises, or the equipment used to conduct the business activity fails to comply with all applicable health, zoning, fire, building and safety, or nuisance prevention laws of the State or of the City or there are fees, fines, or other penalties owing the City in connection with the business activity including the building, structure, premises, or the equipment used to conduct the business activity; provided, however, that this subsection shall not be construed to require that the applicant actually be in compliance with such laws or have paid such penalties at the time set for review and approval. The Director or the City Council, as applicable, may approve a business permit and condition its operative date upon the later submission by the applicant to the Director of a certificate of occupancy issued by the Division of Building and Safety or other satisfactory evidence that the business activity is then in compliance with all such applicable laws or proof of payment of such penalties;

SECTION 37: Section 5.04.250(E) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

(E) Denial of Permit Renewal. If the City has received notice of any of the following upon the filing of any permit renewal application, the application for renewal may be denied, subject to the permittee's right to appeal as provided for in PMC 5.04.340:

(1) A transfer or change pursuant to PMC 5.04.260;

(2) A significant change in operation of any permitted business which may involve noncompliance with City, County, or State regulations or laws;

(3) One of the departments or officers performing a review of the permit renewal application has recommended denial of, or the imposition of additional conditions upon, such permit.

(4) If the City finds that the applicant knowingly made any false, misleading or fraudulent statements of material fact in the application for the business permit or in any report or statement required to be filed with the Director or the City Council.

(5) If the City finds any violation of this code, any other code adopted by the City, or any State law that occurred on or in connection with the business activity including the building, structure, premises, or the equipment used to conduct the business activity.

(6) If there are any fees, fines, or other penalties owing the City in connection with the business activity including the building, structure, premises, or the equipment used to conduct the business activity.

(7) The applicant has been convicted of any violation of this code, any code adopted and incorporated by the City into this code, the California Penal Code, the Health and Safety Code, the Business and Professions Code, or any other State law.

SECTION 38: Section 5.04.310(A) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

(A) Business Activities Involving First Amendment Activities.

(1) That the business activity including the building, structure, premises or equipment used in the conduct of the business does not comply with any health, zoning, fire, building and safety, or nuisance prevention laws of the State or of the City;

(2) That the permittee, or any employee, agent or manager of the permittee, has violated any federal or state statute or any ordinance or regulation of the City in the course of exercising any rights under the business permit which is being considered for revocation;

(3) That the permittee, or any employee, agent or manager of the permittee, has knowingly made any false, misleading or fraudulent statement of material fact in the application for permit, or in any report or statement required to be filed with the Director or the City Council;

(4) That the permittee, or any employee, agent or manager of the permittee, has published, uttered or disseminated any false, deceptive or misleading statements or advertisements in connection with the permitted business;

(5) That the permittee has failed or refused to notify the Director of any change in facts as required by this chapter within 10 days after such change;

(6) That the permittee, or any employee, agent or manager of the permittee, has violated any conditions or restrictions of the business permit;

(7) That the permittee, or any employee, agent or manager of the permittee, has allowed, or failed to prevent, the use of the business as a base for unlawful or criminal activity, including, but not limited to, solicitation, prostitution or drug trafficking;

(8) That there are any fees, fines, or other penalties owing the City in connection with the business activity including the building, structure, premises, or the equipment used to conduct the business activity; or

(9) The permittee has been convicted of any violation of this code, any code adopted and incorporated by the City into this code, the California Penal Code, the Health and Safety Code, the Business and Professions Code, or any other State law.

SECTION 39: Section 5.04.310(B) of Title 5 of the Palmdale Municipal Code is hereby amended to read as follows:

(B) Business Activities Not Involving First Amendment Activities.

(1) That the business activity including the building, structure, premises or equipment used in the conduct of the business does not comply with any health, zoning, fire, building and safety, or nuisance prevention laws of the State or of the City;

(2) That the permittee, or any employee, agent or manager of the permittee, has violated any federal or state statute or any ordinance of the City in the course of exercising any rights under the business permit which is being considered for revocation;

(3) That the permittee, or any employee, agent or manager of the permittee, has been found to have committed a crime of moral turpitude which bears a substantial relationship to the conduct of the business activity for which the business permit is being considered for revocation;

(4) That the permittee, or any employee, agent or manager of the permittee, has knowingly made any false, misleading or fraudulent statement of material fact in the application for permit, or in any report or statement required to be filed with the Director or the City Council;

(5) That the permittee, or any employee, agent or manager of the permittee, has published, uttered or disseminated any false, deceptive or misleading statements or advertisements in connection with the operation of the permitted business;

(6) That the permittee has failed or refused to notify the Director of any change in facts as required by this chapter within 10 days after such change;

(7) That the permittee, or any employee, agent or manager of the permittee, has violated any conditions or restrictions of the business permit;

(8) That the permittee has been convicted of any violation of this code, any code adopted and incorporated by the City into this code, the California Penal Code, the Health and Safety Code, the Business and Professions Code, or any other State law.;

(9) That the permittee, or any employee, agent or manager of the permittee, has violated any rule or regulation adopted by the City Council or any other governmental agency relating to the permittee's business;

(10) That the permittee has conducted the permitted business in a manner contrary to the public health, safety and welfare; or

(11) That there are any fees, fines, or other penalties owing the City in connection with the business activity including the building, structure, premises, or the equipment used to conduct the business activity.

SECTION 40: Section 5.04.460 of Title 5 of the Palmdale Municipal Code is hereby amended to add subdivision E and shall read as follows:

(E) Prohibitions; Revocation.

(1) Except for entertainment activities or performances conducted in an adult business operating in compliance with PMC provisions regulating such activities and performances, any entertainment activities or performances which present an entertainer in a semi-nude state or reveal specified anatomical areas, or include performances which either: (1) are distinguished or characterized by an emphasis on the display of specified anatomical areas or specified sexual activities; and/or (2) feature entertainers who appear semi-nude, as defined in the City adult business ordinances in the PMC, are expressly prohibited.

(2) Any violation of this section shall result in a denial, revocation, or suspension of an applicable entertainment permit following the procedures set forth in PMC Chapter 5.04 and all applicable consequences of such denial, revocation, or suspension apply as provided in Sections 5.04.210 and 5.04.320 and related sections of this code.

(3) The City may enforce any violation of this section by any and all means available by law, including, but not limited to, civil enforcement through such means as a restraining order and nuisance abatement action for relief such as preliminary or permanent injunction, criminal enforcement, and administrative enforcement. These remedies are intended to be cumulative and may be used in conjunction with or in lieu of each other remedy.

SECTION 41: Section 9.30.070(A) of Title 9 of the Palmdale Municipal Code is hereby amended to read as follows:

(A) Pursuant to Section 1714.1(b) of the California Civil Code, any act of willful misconduct of a minor which results in the defacement of property of another with paint, graffiti implement, or any similar substance or device shall be imputed to the parent or guardian having custody and control of the minor for all purposes of civil damages, including court costs and attorney's fees, to the prevailing party, and the parent or guardian having custody and control shall be jointly and severally liable with the minor for any damages resulting from the willful misconduct. The liability of each parent or guardian shall not exceed $47,100, or any future amount set by the California Judicial Council in accordance with Section 1714.1(c) of the California Civil Code, for each such act of the minor.

SECTION 42: Section 9.30.090 of Title 9 of the Palmdale Municipal Code is hereby amended to read as follows:

Upon a determination by the City Manager, or his designee, that graffiti or other unauthorized inscriptions are on any privately owned building, structure or other facility and are in view of persons utilizing any public right-of-way, whether a highway, street, road, parkway or alley, the City shall be authorized to undertake the removal of such graffiti. Prior to the removal of such graffiti, the City shall obtain the written consent of the owner, including an appropriate release form and right of entry form authorizing such graffiti removal. The City shall not authorize or undertake to provide for the painting or repair of a more extensive area than that where the graffiti is located. The authority of the City under this section shall be in addition to all other remedies available under the provisions of this code, including those related to the abatement of nuisances pursuant to PMC Chapter 8.36, or any other means authorized by law.

SECTION 43: Section 9.30.100 of Title 9 of the Palmdale Municipal Code is hereby amended to read as follows:

(A) Criminal Penalties. Any violation of this chapter shall constitute a misdemeanor offense and subject to the penalties set forth in Chapter 1.12 PMC.

(B) Additional Penalties Through Sentencing Court. Whenever deemed appropriate, it is the City's intent to petition a sentencing court to impose the following additional penalties or conditions of any grant or probation, diversion, deferred entry of judgment, or other court supervision (including upon a determination that a minor is to be a ward of the court as a result of committing an act of vandalism or graffiti) upon conviction:

(1) Suspension or delay in issuance of driver's license (pursuant to California Vehicle Code Section 13202.6); and

(2) Community service and/or graffiti removal service (pursuant to California Penal Code Sections 640.6 and 1203 et seq., Welfare and Institutions Code Sections 728 and 729.8, and Vehicle Code Section 42001.7).

(C) Cumulative Remedies. The City may enforce any violation of this Chapter by any and all means available by law, including, but not limited to, civil enforcement through such means as a restraining order and nuisance abatement action for relief such as preliminary or permanent injunction, criminal enforcement,

and administrative enforcement. These remedies are intended to be cumulative and may be used in conjunction with or in lieu of each other remedy.

SECTION 44: A new Section is hereby added to Chapter 9.30, Title 9 of the Palmdale Municipal Code to read as follows:

9.30.110 Abatement – Recovery of Costs

Should the City take abatement measures for graffiti removal under PMC Chapter 8.36, the expense of such abatement shall be recovered under the provisions of PMC Chapter 8.36. The expense of abatement done under Section 9.30.090 itself, and not PMC Chapter 8.36, shall be recovered under this Section:

(A) Lien Against Property. It is the intent of the City to make the expense of abatement of any nuisance, resulting from the defacement by a minor of the property of another by graffiti or any other inscribed material, a lien against the property of a parent or guardian having custody and control of the minor, and a personal obligation against the parent or guardian having custody and control of the minor (pursuant to California Government Code Section 38772, California Penal Code Section 1202.4 and other state law). "Expense of abatement" includes, but is not limited to, court costs, attorney's fees, costs of removal of the graffiti or other inscribed material, costs of repair and replacement of defaced property, and the law enforcement costs incurred by the City in identifying and apprehending the minor or other person.

(B) Special Assessment. As an alternative to the lien against property provided in subsection (C) of this section, the City may, pursuant to Section 38773.6 of the California Government Code, make the expense of abatement of any nuisance, resulting from the defacement by a minor of the property of another by graffiti or any other inscribed material, a special assessment against a parcel of land owned by the minor or other person or by the parent or guardian having custody and control of the minor, in accordance with the procedures specified in California Government Code Section 38773.5. "Expense of abatement" includes, but is not limited to, court costs, attorney's fees, costs of removal of the graffiti or other inscribed material, costs of repair and replacement of defaced property, and the law enforcement costs incurred by the City in identifying and apprehending the minor or other person.

SECTION 45: A new Chapter is hereby added to Title 12, and is to read in its entirety as follows:

Chapter 12.28
STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES

Sections:
12.28.010 Purpose and intent.
12.28.020 Definitions.
12.28.030 Storage of personal property prohibited.
12.28.040 Notice of impound and/or disposal.
12.28.050 Storage, reclamation, and disposition process.
12.28.060 Evidence in a criminal case.

12.28.010 Purpose and intent.
The accumulation of personal property left by unknown persons in public streets, public parks, public sidewalks, and public areas, constitutes a threat to the peace, health, safety and/or general welfare of the public and disrupts the use and enjoyment of such public spaces. The City Council finds it necessary to remove such personal property located on public lands in a manner that is consistent with State and Federal law, and which promotes the health and safety, and general welfare of those who use these public lands.

12.28.020 Definitions.
As used in this chapter, the terms listed below shall have the following meaning assigned to them:

(A) “Abandoned Personal Property” means personal property that the owner surrenders, relinquishes, or disclaims.

(B) “Block” means 500 feet.

(C) “Park” means a park, playground, recreation center, tennis courts, swimming facilities, sports field, ball field and/or open space or other area, structure or facility, owned or used by the City and devoted to active or passive recreation, or open for or dedicated to public use within the City of Palmdale, including, without limitation, those constructed, adapted, or designated as such after adoption of this chapter.

(D) “Public Area” means all property that is owned, managed or maintained by the City and shall include, but is not limited to, any street, alley, park, public right-of-way, recreational area, any place open to the public view or other place to which the public has access.

(E) “Personal Property” means tangible personal belongings. Tangible personal belongings include any movable or tangible thing that is subject to ownership; property or chattels that can be seen, weighed, measured, felt, or touched, such as cooking utensils, money, medication, documents, clothing, luggage, and books.

(F) “Store, Stored, Storing, Storage” means to put personal property aside or accumulate for use when needed, to put for safekeeping and/or to place or leave in a public area. Moving personal property to another location in a public area or returning personal property to the same block on a daily or regular basis shall be considered storing and shall not be considered to be removing the personal property from a public area.

(G) “Street” means shall include every highway, avenue, lane, alley, court, place, square, sidewalk, parkway, curb, bikeway, or other public way in this City which has been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of this State.

(H) “Unattended” means no person is present with the personal property who asserts or claims ownership over the personal property. Conversely, property is considered "attended" if a person is present with the personal property and the person claims ownership over the personal property.

12.28.030 Storage of personal property prohibited.
(A) It shall be unlawful and a public nuisance for any person to store personal property in any of the following areas, except as otherwise approved by the City Manager or designee or as permitted by the PMC or State law:

(1) Any public street or right-of-way, including sidewalks, bus stops, and public landscaping; or

(2) Any parking lot, yard, building setback, vacant land, open space, park, or any other area open to, accessible to, or controlled by the public, improved or unimproved.

(B) A violation of this Section is punishable as a misdemeanor or chargeable at the district attorney's or City prosecutor's discretion. The enforcement officials provided in Subsection C of this Section may also deem the violation an infraction in their discretion when enforcing this Section.

(C) This Section and entire Chapter may be enforced by the City of Palmdale employees specified in Section 1.16.010(A) of Title 1.

(D) Personal property stored in violation of this Section shall be subject to impoundment and/or disposal pursuant to procedures established in Sections 12.28.040 through 12.28.050.

12.28.040 Notice of impound and/or disposal.

(A) No notice required for intentionally abandoned, contraband, or hazardous waste. Unlawfully stored personal property that is believed in good faith, by those authorized to enforce this Chapter, to be intentionally abandoned or which presents an immediate threat to public health or safety, is contraband, is hazardous waste, or which clearly constitutes waste or trash may be disposed of without any notice.

(B) No notice required for evidence in criminal case. Unlawfully stored personal property that constitutes evidence in a criminal investigation may be impounded without notice.

(C) Notice required for all other personal property. For all other personal property beyond that identified in Subsections A and B of this Section, actions taken on such personal property that is unlawfully stored pursuant to this Chapter must be done according to the following notice provisions:

(1) Pre-Removal Notice. Pre-removal notice shall be deemed provided if a written notice is provided to the person who is storing or claims ownership of the personal property or is posted conspicuously on or near the personal property if the personal property is unattended. The written notice shall contain the following:

(a) General description of the personal property to be removed.

(b) The location from which the personal property will be removed.

(c) The date and time the notice was posted.

(d) Statement that the personal property has been stored in violation of Section 12.28.030.

(e) Statement that the personal property will be impounded if not removed from the public area within 24 hours.

(f) Statement that moving stored personal property to another location in the public area shall not be considered to be removing personal property from the public area.

(g) The location where the removed personal property will be stored at the City through the Code Enforcement Division, including telephone number and the internet website of the City's Code Enforcement Division through which the person may receive information as to the impounded personal property as well as information as to voluntary storage location(s).

(h) Statement that impounded personal property may be discarded if not claimed and information regarding reclamation, disposition, and disposal.

(2) Post Removal Notice. Upon removal of stored personal property, written notice shall be conspicuously placed in the area from which the personal property was removed. The written notice shall contain the following:

(a) General description of the personal property removed.

(b) The date and approximate time the personal property was removed.

(c) Statement that the personal property was stored in a public area in violation of Section 12.28.030.

(d) The location where the removed personal property will be stored at the City through the Code Enforcement Division, including telephone number and internet website of the City's Code Enforcement Division through which the person may receive information as to impounded personal property.

(e) Statement that the impounded personal property may be discarded if not claimed and information regarding reclamation, disposition, and disposal.

12.28.050 Storage, reclamation, and disposition process.
(A) Except as specified herein, the City through the Code Enforcement Division shall store impounded personal property pursuant to this Chapter at a designated place of storage.

(B) Except as specified herein, the City through the Code Enforcement Division shall store impounded personal property for 90 days, after which time, if not claimed, it may be subject to disposition as provided in this Chapter or as otherwise provided by law.

(C) Reclamation. During the 90-day holding period pursuant to Subdivision (B) of this Section, a person may repossess the personal property provided he or she establishes proof of ownership to the City's Code Enforcement Division by, among other methods, describing the location and date when the personal property was impounded from public area, and providing reasonably specific and detailed description of the personal property. Valid, government-issued identification is not required to claim impounded personal property. If ownership cannot be determined to the satisfaction of the City Code Enforcement Division or designee, the City may refuse to return the personal property until ordered to do so by a court of competent jurisdiction; however, the City Code Enforcement Division shall continue to hold the personal property until such a determination is made.

(D) Disposition other than reclamation. Upon the expiration of the 90-day holding period for personal property as specified in Subdivision (B) any remaining personal property not claimed by or returned to the owner may be appropriated to the city upon order of the city manager or designee that the personal property is needed for a public use. Any personal property not appropriated to the city may be sold at a public auction or disposed of in such a manner as deemed appropriate by the city manager or designee. If personal property constitutes money, such money shall be deposited into the city's general fund.

(E) The city shall not be required to undertake any search for, or return, any impounded personal property stored for longer than ninety days. The City Code Enforcement Division shall maintain a record of the date and manner of coming into possession of the impounded personal property, adequate description of the same, and the dates of storage and disposition, and disposition of the personal property.

12.28.060 Evidence in a criminal case.
Notwithstanding Section 12.28.050, where personal property is impounded for use as evidence in a criminal case, such property shall be held until the final disposition of any pending charges, including appeals, or the lapse of time for filing an appeal, unless a court orders otherwise, in accordance with California Penal Code section 1417 et seq.

SECTION 46: Severability. If any section, subsection, paragraph, sentence, clause or phrase of these provisions of the Palmdale Municipal Code is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of the provisions of the Palmdale Municipal Code. The City Council declares that it would have adopted these provisions of the Palmdale Municipal Code, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 47. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 48: Attestation. The City Clerk, or her duly appointed deputy, shall attest to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this ordinance, the ordinance, or a summary of the ordinance, along with the names of the City Council members voting for and against the ordinance, shall be published in a newspaper of general circulation in the City of Palmdale.

SECTION 49: CEQA. The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SIGNED AND APPROVED THIS ____ day of _____, 2023.

_____
Laura Bettencourt, Mayor

APPROVED AS TO FORM:

_____
Scott Porter, Interim City Attorney

ATTEST:

_____
Rochelle Scott, Acting City Clerk

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Palmdale City Council at its regular meeting held on the _____ day of _____, 2023, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rochelle Scott, Acting City Clerk

City Council Staff Report

DATE: **JANUARY 11, 2023**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY ATTORNEY'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **ADOPT ORDINANCE NO. 1607, AN ORDINANCE OF THE CITY OF PALMDALE AMENDING PALMDALE MUNICIPAL CODE SECTION 1.06.040 TO REMOVE THE REQUIREMENTS FOR A NOTICED PUBLIC HEARING FOR THE ADOPTION OF ORDINANCES AND SECTION 2.08.040 SETTING REGULAR MEETING DATES OF THE CITY COUNCIL TO THE FIRST AND THIRD THURSDAYS OF THE MONTH AT 5:00 P.M.**

ISSUE

Adopt Ordinance No. 1607 amending Palmdale Municipal Code Section 1.06.040 to remove the requirements of a noticed public hearing for the adoption of ordinances and Section 2.08.040 setting the regular meeting date of the City Council to occur on first and third Thursdays of each month except in January and July where regular meetings will be held on the second and third Thursdays of those months.

RECOMMENDATION

Staff recommends that the City Council:

1. Conduct a public hearing by hearing the staff report and then receiving public comment;
2. Introduce and Adopt Ordinance No. 1607 amending Palmdale Municipal Code Section 1.06.040 to only sometimes require a public hearing prior to the introduction of an ordinance and Section 2.08.040 setting the regular meeting date of the City Council to occur on first and third Thursdays of each month at 5:00 p.m.

BACKGROUND

At the August 17, 2021, City Council meeting, the City Council changed the date of the regular City Council meeting, with some exceptions, from Tuesday to Wednesday through, at least, the February 2022 City Council meeting to allow for the study of the effect of this change on public engagement of City Council matters.

At the January 12, 2022, meeting, City Council adopted Ordinance No. 1578 in order to continue with the regular meeting date of the first Wednesday of each month.

DISCUSSION

Currently, in Section 1.06.040 of the Palmdale Municipal Code, ordinances are adopted at a noticed public hearing. However, except as otherwise provided by state law (zoning ordinance, for example), an ordinance may be adopted without the need for a public hearing. The proposed Ordinance would remove the requirement for a noticed public hearing for the adoption of every ordinance. This change would save the city publication and administrative costs, while still allowing full public comment prior to city council action on an ordinance.

The proposed Ordinance would also change the regular meeting date of the City Council of the City of Palmdale to be twice a month instead of the current once a month, and meetings would start at 5:00 p.m. The proposal would change the meeting dates to the first and third Thursday of each month except in January and July where regular meetings will be held on the second and third Thursdays of those months.

FISCAL IMPACT

The city would likely save approximately $200 for each published notice, and thus approximately $2,000 per year (assuming that 10 ordinances each year would not require publication in the newspaper). The city would also save its own administrative costs of roughly the same amount.

STRATEGIC PLAN

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

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

Prepared by:	
Certified as to availability of Funds:	Janelle Samson, Finance Director
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Interim City Attorney

ATTACHMENTS

Ordinance No. 1607

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1607

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING PALMDALE MUNICIPAL CODE SECTION 1.06.040, REMOVING THE REQUIREMENTS FOR A NOTICED PUBLIC HEARING FOR THE ADOPTION OF ORDINANCES, AND SECTION 2.08.040 CHANGING THE REGULAR MEETING DATES OF THE CITY COUNCIL TO THE FIRST AND THIRD THURSDAYS OF THE MONTH AT 5:00 P.M.

SECTION 1. Municipal Code. Section 1.06.040 of the Palmdale Municipal Code is amended in its entirety to read as follows:

1.06.040 Publication and notice of ordinances.

(A) Prior to Adoption. The full text of proposed ordinances may be published on the City of Palmdale website and available for review in the office of the City Clerk, five days prior to adoption by the City Council. A noticed public hearing shall occur whenever required by state law.

(B) The requirements of California Government Code Section 36933 also apply.

SECTION 2. Municipal Code. Section 2.08.040 of the Palmdale Municipal Code is amended in its entirety to read as follows:

2.08.040 Regular meeting day, time, and place.

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

SECTION 3. Date of First Meeting. This ordinance shall be effective on the 31st day after adoption of this ordinance, or February 11, 2023. Thus, for the avoidance of confusion, there will be no regular meeting on Wednesday February 15, 2023. Rather, the first regular meeting to occur pursuant to this ordinance will be Thursday, February 16, 2023.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

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

PASSED, APPROVED and **ADOPTED** this _____ day of _____, 2023.

_____
Laura Bettencourt, Mayor

APPROVED AS TO FORM

_____
Scott E. Porter
Interim City Attorney

ATTEST

_____
Rochelle Scott, Acting City Clerk

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

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____

Rochelle Scott, Acting City Clerk

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Andrea Alarcon, Mayor Pro Tem

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: January 11, 2023

During the period December 1, through December 31, 2022, I attended the following meetings and events:

December 21:	Special Closed Session Regular Council Meeting
December 22:	SAVES Christmas Holiday Basket Distribution

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Laura Bettencourt, Mayor

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: January 11, 2023

During the period December 1, through December 31, 2022, I attended the following meetings and events:

December 1: Special Closed Session

December 7: Regular Council Meeting

December 13: Special Closed Session

December 21: Special Closed Session
Regular Council Meeting

December 22: SAVES Christmas Holiday Basket Distribution

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Eric Ohlsen, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: January 11, 2023

During the period December 1, through December 31, 2022, I attended the following meetings and events:

December 21:	Special Closed Session Regular Council Meeting
December 22:	SAVES Christmas Holiday Basket Distribution