PALMDALE

a place to call home

CITY COUNCIL MEETING
SUCCESSOR AGENCY/HOUSING AUTHORITY
INDUSTRIAL DEVELOPMENT AUTHORITY
PALMDALE AIRPORT AUTHORITY/PALMDALE CIVIC AUTHORITY
PALMDALE FINANCING AUTHORITY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, JUNE 15, 2022
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.

How to Submit Public Comments:

VERBAL PUBLIC COMMENT DURING THE MEETING – ZOOM Number: US: +1 253 215 8782 Webinar ID: 886 2833 4141 Passcode: 943968

Webinar attendee link https://us06web.zoom.us/j/88628334141?pwd=L3RyMDdZNkloc25Wc2puOHJ2STl1QT09.

Verbal comments must be limited to three (3) minutes. Public comments submitted will

become part of the official meeting record.

The safety and well-being of employees and the public remains the City's top priority. The City of Palmdale appreciates your patience and understanding during these challenging times.

The City Council is making every effort to follow the spirit and intent of the Brown Act and other applicable laws regulating the conduct of public meetings in order to maximize transparency and public access.

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. If you'll be kind enough to follow these simple rules, 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 HOFBAUER, MAYOR PRO TEM LOA,
   COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

3. **PUBLIC COMMENTS**
   Pursuant to Government Code section 54954.3, members of the public are provided the opportunities to address the City Council. You may address the Council once per meeting during Public Comments on any matter within the Council's jurisdiction that is not listed on the agenda. Please submit a Speaker's Form card to the City Clerk **BEFORE** this portion of the meeting begins. To address the Council regarding an item on the agenda,

please fill out a Speaker's Form card and submit it to the City Clerk **BEFORE** the Mayor announces the item. Each person addressing the Council is given up three minutes to speak (with double the time allotted to non-English speakers using a translator). 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.

4. **MEETING MANAGEMENT ITEM**

4.1 Adopt Resolution No. CC 2022-078, a Resolution of the City Council of the City of Palmdale Authorizing Remote Teleconference Participation for Meetings of the City Council and its Subordinate Legislative Bodies Between June 15, 2022 and July 15, 2022. (Staff Reference: Acting City Attorney Porter)

Staff Report - Resolution No CC 2022-078.docx
Resolution No CC 2022-078.docx

5. **PRESENTATION BY CITY ATTORNEY**

5.1 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:

Claimant: Michael Behen
City Claim No.: 2022-008
Date Filed: 02/09/22
Date of Loss: Various

5.2 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available for public inspection pursuant to Government Code Section 54957.5:

Claimant: Patricia Nevarez
City Claim No.: 2022-005
Date Filed: 1/27/22
Date of Loss: Various

5.3 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
The existing facts and circumstances that constitute a significant exposure to litigation are detailed in the following claim received by the City, which is available

for public inspection pursuant to Government Code Section 54957.5:

Claimant: Shanae Smith
City Claim No.: 2022-005
Date Filed: 1/10/22
Date of Loss: Various

5.4 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).

5.5 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Marian K. Allen vs. City of Palmdale, et al.
Los Angeles Superior Court
Case No. 21AVCV00824
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

5.6 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Leona Valley Town Council vs. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCP01932
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1)

5.7 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).

5.8 The reason for holding a Closed Session is for the purpose of:

PUBLIC EMPLOYEE APPOINTMENT

Title: Interim City Attorney

5.9 CONFERENCE WITH LABOR NEGOTIATORS

City Representatives: Ronda Perez, Interim City Manager and Patricia Nevarez, Human Resources Manager

Position: Interim City Attorney
Unrepresented Employee: John Jones, Interim City Attorney

This Closed Session is being held pursuant to the authority of California Government Code Section 54957.6.

6. **ANNOUNCEMENT BY CITY ATTORNEY**

7. **ADJOURN CLOSED SESSION MEETING**

7:00 P.M.

8. **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS**

9. **ROLL CALL**
MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR/CHAIR PRO TEM LOA, COUNCILMEMBERS/DIRECTORS/MEMBERS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

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

11. **PUBLIC COMMENTS**
Pursuant to Government Code section 54954.3, members of the public are provided the opportunities to address the City Council. You may address the Council once per meeting during Public Comments on any matter within the Council's jurisdiction that is not listed on the agenda. Please submit a Speaker's Form card to the City Clerk **BEFORE** this portion of the meeting begins. To address the Council regarding an item on the agenda, please fill out a Speaker's Form card and submit it to the City Clerk **BEFORE** the Mayor announces the item. Each person addressing the Council is given up three minutes to speak (with double the time allotted to non-English speakers using a translator). 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.

12. **CONSENT CALENDAR**

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

12.1 Adopt Resolution No. CC 2022-067, a Resolution of the City Council of the City of Palmdale establishing an appropriations limit for Fiscal Year 2022-23 pursuant to Article XIII B of the California Constitution and repeal Resolution No. CC 2021-064. (Staff Reference: Director of Finance Samson)

Staff Report - GANN Appropriations Limit FY 2022-23.docx
2. Resolution 2022-067 - Appropriation Limit FY 2022-23.docx

12.2 Approve blanket purchase order 20230001 with Amazon Capital Services, Inc. dba Amazon Business in an amount not to exceed $172,240.00 for FY 2022-23 to procure office & operating supplies, program supplies, equipment, technology equipment, and furniture. (Staff Reference: Director of Finance Samson)

1. Staff Report PO 20230001.docx
2. Amazon PO 20230001.pdf
3. Contract_-_Amazon_R-TC-17006_final.pdf
4. AMZ_Amendments_032818.pdf

12.3 Approve Purchase Order No. 20230000 with Walsma Oil Company, Inc. for Diesel and Unleaded Fuel, Motor Oil and Lubricants in an amount not to exceed $450,000. (Staff Reference: Director of Public Works Heffernan)

SR Approve Walsma Oil PO 20230000 First OTE.docx
Attachment A - IFB No. 21-004-3300 Walsma Oil Co. Inc. Price Schedule FY 22-23.pdf
Purchase Order No. 20230000 Walsma Oil Company, Inc..pdf

12.4 Approve Contract Services Agreement with FirstCarbon Solutions to perform ongoing Planning and Permitting efforts for the Palmdale Warehouse Project located at 10th Street West and Avenue M. (Staff Reference: Director of Economic and Community Development Garibay)

Staff_Report FirstCarbon Solutions-A-7959.pdf
A-7959 FirstCarbon Solutions - 06-15-2022.pdf

12.5 Adopt Resolution No.CC 2022-073, a Resolution of the City Council of the City of Palmdale Amending the City's Clarification and Pay Plan for General Positions. (Staff Reference: Director of Finance Samson)

Staff_Report_Resolution_CC_2022-073 General Positions.docx

4. Resolution CC 2022-073 Gen Positions.doc
4A 2022-073 Exhibit 1.pdf

12.6 Adopt Resolution No. CC 2022-074, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay plan for Bargaining Unit Positions. (Staff Reference: Director of Finance Samson)

Staff_Report_Resolution_CC_2022-074 BU Positions.docx
5. Resolution CC 2022-074 BU positions.doc
5A 2022-074 Exhibit 1.pdf

12.7 Adopt Resolution No. CC 2022-075, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay plan for Parks & Recreation Unbenefited Positions. (Staff Reference: Director of Finance Samson)

Staff_Report_Resolution_CC_2022-075 P&R Unbenefited.docx
6. Resolution CC 2022-075 P & R Unbenefited.doc
6A 2022-075 Exhibit 1.pdf

12.8 Adopt Resolution No.CC 2022-076, a Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay Plan for "Y" Rated Positions. (Staff Reference: Director of Finance Samson)

Staff_Report_Resolution_CC_2022-076 Y Rated Positions.docx
7. Resolution CC 2022-076 Y-Rated.doc
7A 2022-076 Exhibit 1.pdf

13. JOINT PUBLIC HEARING CC/SA/HA/IDA/PAA/PCA/PFA

13.1 Public Hearing and Review of Proposed Joint Resolution Nos. CC 2022-066, SA 2022-004, PCA 2022-002, HA 2022-001, IDA 2022-001, PAA 2022-001, and PFA 2022-001 approving the Annual Operating and Capital Budget for Fiscal Year 2022-23. (Staff Reference: Director of Finance Samson)

A Joint Resolution of the City Council of the City of Palmdale, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority of the City of Palmdale, the Industrial Development Authority, the Palmdale Airport Authority of the City of Palmdale, and the Palmdale Financing Authority approving and adopting the City of Palmdale's Annual Budget for Fiscal Year 2022-23, and approving revenue and expenditure adjustments to Fiscal Year 2021-22.

1. Staff Report Proposed Budget FY 2022-23 NEW.docx
Reso Adopt Budget FY 2022-23.doc
3. 2022-23 Annual Budget Draft Proposed 6.15.22_Final.pdf

14. **PUBLIC HEARING**

14.1 Public Hearing and Review of Proposed Resolution No. CC 2022-064. (Staff Reference: Director of Finance Samson)

Resolution No. CC 2022-064, a Resolution of the City Council of the City of Palmdale, approving the initial rates and rate setting parameters for Energy for Palmdale's Independent Choice Community Choice Aggregation Program

20220615_Palmdale Staff Report Final_EPIC Initial rate and procurement authorities.docx
1. 20220615_EPIC Proposed 2022 Rate Schedule_for Council Approval V1.pdf
2. 20220615_Palmdale Resolution CC2022-064 _EPIC initial rate setting.docx

14.2 Public Hearing and Review of Proposed Resolution No. CC 2022-065 for adoption, regarding an updated city wide fee schedule. (Staff Reference: Director of Finance Samson)

Adopt Resolution No. CC 2022-065, A Resolution of the City Council of the City Council of the City of Palmdale restating in its entirety the Palmdale Master Schedule of Fees and repealing Resolution No.CC 2021-057

1. FY 2022-23 Staff Report Citywide Fee Resolution_Final JS.docx
2. FY 2022-23 Reso CC 2022-065 Citywide Fee Resolution_Final.doc
3. Palmdale Fee Schedule_Proposed 06.15.2022.pdf

14.3 Public Hearing and Review of Proposed Urgency Ordinance U-1590 for adoption. (Staff Reference: Acting City Attorney Porter)

Adopt Urgency Ordinance No. U-1590, An Ordinance of the City Council of the City of Palmdale Amending Chapter 2.46 Regarding Planning Commissioner Appointments

SR - Ord re PC appointments.docx
ORD - PC appointment process U-1590.docx

15. **APPOINTMENT**

15.1 Removal and Appointment and/or Reappointment of Planning Commissioners. (Staff Reference: Acting City Attorney Porter)

SR - Making PC Appointments.docx

15.2 Approve Appointment to the Board of Library Trustees. (Staff Reference: City Clerk Smith)

6 15 2022 Library Board Appointment.docx
Ordinance No. 1561.pdf
Board of Library Trustees - Neogov_Job Details.pdf

16. **NEW BUSINESS**

16.1 Approve Second Amendment to the Franchise Agreement with Waste Management of California, Inc. dba Waste Management of Antelope Valley for Integrated Solid Waste Management Services. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

SR - WM Second Amendment Updated 692022.docx
WM A-5852 Second Amendment.docx
Rate Impact Matrix.pdf

16.2 Award Measure AV Grant Program Funding, totaling $1,306,810, to grantees in Exhibit A and authorize Interim City Manager to enter into agreements ranging from $2,000 to $250,000. (Staff Reference: Interim City Manager Perez, Deputy Director of Parks and Recreation Dombrowski and Management Analyst Kelley)

Staff_Report-Award_Measure_AV_Grant_Funding_06152022_FINAL.docx
Final Awardee List 2022 - Exhibit A.pdf
Measure AV Final Report PPT 06012022.pptx

16.3 Approve Employment Agreement Between the City of Palmdale and Interim City Attorney, John Jones. (Staff Reference: Interim City Manager Ronda Perez).

SR_re_Employment_Agreement_for_Interim_City_Attorney_Jones.docx
Palmdale - Interim City Attorney Agreement DRAFT - John Jones.docx

17. **ADJOURN**

City Council Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY ATTORNEY'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-078, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING REMOTE TELECONFERENCE PARTICIPATION FOR MEETINGS OF THE CITY COUNCIL AND ITS SUBORDINTE LEGISLATIVE BODIES BETWEEN JUNE 15, 2022 AND JULY 15, 2022**

ISSUE

Adopt Resolution No. CC 2022-078, a Resolution of the City Council of the City of Palmdale authorizing remote teleconference participating for meetings of the City Council and its subordinate legislative bodies between June 15, 2022 and July 15, 2022.

RECOMMENDATION

Staff recommends that the City Council:

1. Consider whether to approve the resolution to thereby immediately allow, for the next 30 days, members of the City Council, and all subordinate legislative bodies, to participate remotely in meetings.

BACKGROUND

Since October 1, 2021 and through January 1, 2024, AB 361 has temporarily amended the Ralph M. Brown Act (California Government Code § 54950 *et seq*.) to provide more flexibility regarding participation in public meetings from a remote location. In layman's terms AB 361 allows "zoom" meetings if specified requirements are met.

To initially allow remote meetings under the special authorization, one of three factual scenarios must apply, as described in (e)(1)(A). One such situation is:

> "The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing."

If the City Council authorizes remote meetings, such authorization must expire no later than 30 days from the initial authorization. The City Council is authorized to thereafter extend the authorization if it makes one of various specified findings.

AB 361 requires several procedural safeguards to protect public participation during a remote meeting, key ones of which are summarized as follows:

1. The public must have the ability to address the legislative body directly and must be given information on how to address the legislative body;
2. The public must be provided with either a call-in or internet-based service option;
3. The legislative body must stop the meeting if the call-in or internet-based option fails;
4. The legislative body cannot require that public comments be submitted in advance (although this option can be provided);
5. Public speakers cannot be required to pre-register for public comment (except as required by an independent call-in or internet platform);
6. Members of the public must be given a reasonable time to register to provide public comment; and
7. Agencies that provide a timed public comment period shall not close the public comment period until that time period has expired.

DISCUSSION

The proposed resolution would be immediately effective, and would allow members of legislative bodies to participate remotely if the agenda for the meeting has included the legally required participation noticing. The resolution would also allow the City Manager (or designee) to opt to not include such noticing, as there may be instances where it would be impractical, due to staffing considerations, to allow remote participation in meetings. It is not required to grant the City Manager this authority.

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.

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

Prepared by:	Scott E. Porter, Acting City Attorney
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Proposed Resolution No. CC 2022-078

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING REMOTE TELECONFERENCE PARTICIPATION FOR MEETINGS OF THE CITY COUNCIL AND ITS SUBORDINATE LEGISLATIVE BODIES BETWEEN JUNE 15, 2022 AND JULY 15, 2022

WHEREAS, the City of Palmdale is committed to preserving and fostering public access and participation in meetings of the City Council and all its subordinate bodies, consistent with the Ralph M. Brown Act (California Government Code § 54950 *et seq*.); and

WHEREAS, Government Code § 54953(e) expressly allows cities to, during the existence of a state of emergency declared by the Governor pursuant to Government Code § 8625, allow teleconference participation in city meetings;

WHEREAS, on March 4, 2020, the Governor declared a state of emergency and such declaration continues to be in effect;

WHEREAS, state and local officials have imposed or recommended measures to promote social distancing, including requirements to not return to work within specified time frames for people who have tested positive for COVID-19;

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

SECTION 1. The Recitals set forth above are correct and are incorporated by reference.

SECTION 2. For agendas which include all the noticing required by Government Code § 54953(e), the City Council and its subordinate bodies shall conduct their meetings in a manner which allows telephonic participation by the members of the legislative body, staff, and the public. Such meetings shall be conducted consistent all requirements applicable to telephonic meetings. The City Clerk is directed to notice all such meetings to allow telephonic participation by the members of such bodies and the public and staff, except as otherwise directed by the City Manager, or the City Manager's designee.

SECTION 3. This Resolution shall take effect immediately upon its adoption and shall remain effective until July 15, 2022, unless the term of this resolution is extended or prematurely terminated.

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

PASSED, APPROVED and **ADOPTED** this 15th day of June 2022.

_____
Steven D. Hofbauer, Mayor

Approved as to form:

ATTEST:

_____
Scott E. Porter
Acting City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, 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 15th day of June 2022 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____
Shanae S. Smith, City Clerk

City Council Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER'S OFFICE**

FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-067 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23 PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION AND REPEAL RESOLUTION NO. CC 2021-064.**

ISSUE

Adopt Resolution No. CC 2022-067 a Resolution of the City Council of the City of Palmdale establishing an appropriations limit for Fiscal Year 2022-23 pursuant to Article XIII B of the California Constitution and repeal Resolution No. CC 2021-064.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2022-067 to establish a new appropriations limit for Fiscal Year 2022-23 pursuant to Article XIII B of the Constitution of the State of California and repeal Resolution No. CC 2021-064.

BACKGROUND

Article XIIIB of the California State Constitution, more commonly referred to as the Gann Initiative or Gann Appropriations Limit, was adopted by California voters in 1980. The Gann Appropriations Limit places restrictions on the amount of tax proceeds that state and local governmental agencies can receive and appropriate each fiscal year.

The Limit changes each fiscal year and is different for each governmental agency. The Limit is calculated based on the actual amount of tax proceeds appropriated during the 1978-79 fiscal year and is increased each year for inflation and population growth. Inflationary adjustments are, by law, based on the growth in the California Per Capita Income or the growth in non-residential assessed valuation due to new construction within the City. Population adjustments are based on the population growth of the City or the population growth within the City's county. The decision as to which of the options to select is made annually by a recorded vote of the City Council.

The statutes regarding the adoption of the Appropriations Limit, contained in Government Code Section 7910, require the governing body to annually adopt, by resolution, an appropriations limit each year for the following fiscal year.

DISCUSSION

For fiscal year 2022-23, the City of Palmdale estimates that tax proceeds to be received, as well as tax proceeds appropriated by the City Council, will, as in prior years, continue to be under the legal limit. The City's appropriations limit for fiscal year 2022-23 is established at $159,286,378, a 6.59 percent increase over the fiscal year 2021-22 limit. This is the maximum amount of tax proceeds the City will be able to receive and appropriate in the coming fiscal year. The City's appropriations subject to the limit for fiscal year 2022-23 are estimated to be $97,047,998. Therefore, the City's fiscal year 2022-23 adopted budget appropriations subject to the limit are $62,238,380 less than the appropriations limit.

FISCAL IMPACT

Resolution No. CC 2022-067 would increase the total annual appropriations limit from $149,438,388 to $159,286,378.

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, Acting City Attorney

ATTACHMENTS

1. Resolution No. CC 2022-067

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ESTABLISHING AN APPROPRIATIONS LIMIT FOR FY 2022-23 PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION AND REPEAL RESOLUTION NO. CC 2021-064.

WHEREAS, Article XIII B of the California Constitution provides that the total annual appropriations subject to limitation for each governmental entity, including this City, shall not exceed the appropriations limit of such entity of government for the prior year, as adjusted for changes in the California per capita income or assessment roll for new non-residential construction and population, except as otherwise provided for in said Article XIII B and implementing State statutes; and

WHEREAS, pursuant to said Article XIII B of the California Constitution, and Section 7910 of the California Government Code, the City is required to establish its appropriations limit each year for the following fiscal year; and

WHEREAS, since the data necessary to calculate the increase in the non-residential assessed valuation is generally not available from County assessors, there is the possible need to adjust the limit once the assessment data is available; and

WHEREAS, the City Manager has caused the limit for the City of Palmdale to be calculated and determined, on a provisional basis, using the per capita income and City population factors, and said appropriations limit for the fiscal year 2022-23 has been, and is hereby provisionally established in the amount of $159,286,378; and

WHEREAS, the documentation and calculations necessary to arrive at said limitation amount have heretofore been available for public inspection for the required fifteen (15) days.

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

SECTION 1. Adopt Resolution No. CC 2022-067 establishing an appropriation limit in the amount of $159,286,378 for Fiscal Year 2022-23; and

SECTION 2. All supporting documentation used in the determination of said Appropriations Limit be made available at the Finance Department during normal business hours for inspection by the public; and

SECTION 3. Resolution No. CC 2021-064 is hereby repealed in its entirety.

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

SECTION 5. This Resolution is effective July 1, 2022

PASSED, APPROVED and **ADOPTED** this 15th day of June, 2022.

_____
Steven D. Hofbauer, Mayor

Approved as to form:

ATTEST:

_____
Scott E. Porter,
Acting City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, 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 15th day of June, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

City Council Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**

FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE BLANKET PURCHASE ORDER 20230001 WITH AMAZON CAPITAL SERVICES, INC. DBA AMAZON BUSINESS IN AN AMOUNT NOT TO EXCEED $172,240.00 FOR FY 2022-23.**

ISSUE

Approve blanket purchase order 20230001 with Amazon Capital Services, Inc. dba Amazon Business in an amount not to exceed $172,240.00 for FY 2022-23.

RECOMMENDATION

Staff recommends that the City Council Approve blanket purchase order 20230001 with Amazon Capital Services, Inc. dba Amazon Business in a combined amount not to exceed $172,240.00 for FY 2022-23.

Staff recommends that the City Council:

1. Approve blanket purchase order 20230001 with Amazon Business in the amount not to exceed $172,240.00.

BACKGROUND

The City established an Amazon Business Prime account through a cooperative purchasing agreement through U.S. Communities Contract No. R-TC-17006 with Amazon Capital Services to procure Office & Operating Supplies, Program Supplies, Equipment, Technology Equipment, and Furniture. The use of Cooperative Purchasing is authorized in Palmdale Municipal Code §3.08.090 for the City to participate with other public agencies and/or with non-profit groups or organizations for the purpose of cooperative purchasing. Cooperative purchasing is a fiscally responsible approach for the City to streamline the purchasing process saving time and resources that would have been spent on preparing and conducting formal Invitation for Bids for a myriad of products. Besides reducing administrative costs, the City is already a member of US Communities National Cooperative Purchasing Program and achieves additional savings through competitive pricing.

DISCUSSION

Staff recommends that the City Council Approve blanket purchase order 20230001 with Amazon Capital Services, Inc. dba Amazon Business to procure Office & Operating Supplies, Program Supplies, Equipment, Technology Equipment, and Furniture, in an amount not to exceed $172,240.00 for FY 2022-23.

FISCAL IMPACT

$172,240; Purchase Order 20230001 with Amazon Capital Services will not-to-exceed $172,240.00. Funds for this Purchase Order and all other expenditures with Amazon Capital Services are currently budgeted in Office, Operating, Program Supplies, Equipment & Furniture less than $5K, and General City Accounts.

STRATEGIC PLAN

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

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

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, Acting City Attorney

ATTACHMENTS

1. Attachment 'A' - Prince William County Public Schools-Amazon Services, LLC dba Amazon Capital Services, Inc. US Communities Contract No. R-TC-17006.
2. Purchase Order 20230001 Amazon Capital Services, Inc.

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

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230001**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR
AMAZON CAPITAL SERVICES, INC.
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

SHIP TO
MATTHEW HARRIS
FINANCE DEPT/PURCHASING DIV
38300 SIERRA HWY
STE D
PALMDALE, CA 93550
Email: MHARRIS@CITYOFPALMDALE.ORG
Phone: 661-267-5444
Fax: 661-267-5083

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
			Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/06/2022	1720	06/15/2022	DESTINATION/NET 45	FINANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	OFFICE SUPPLIES, GENERAL (UNCLASSIFIED) The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	OFFICE & OPERATING SUPPLIES - CITY COUNCIL THIS BLANKET PURCHASE ORDER FOR FY 2022-2023 IS PENDING CITY COUNCIL APPROVAL JUNE 15, 2022 AND COMMENCES JULY 1, 2022 AND EXPIRES JUNE 30, 2023.COOPERATIVE PURCHASING THROUGH OMNIA PARTNERS CONTRACT NO. R-TC-17006. 5-YEAR INITIAL TERM, JANUARY 19, 2017 TO JANUARY 18, 2022. OPTION TO RENEW FOR THREE (3) ADDITIONAL TWO-YEAR PERIODS THROUGH JANUARY 18, 2028. ***10110001 - 735100***	1.0	DL	$800.00	$800.00 ***$800.00***
2	OFFICE & OPERATING SUPPLIES - CITY MANAGER ***10111001 - 735100***	1.0	DL	$1,900.00	$1,900.00 ***$1,900.00***
3	OFFICE & OPERATING SUPPLIES - CITY CLERK ***10112001 - 735100***	1.0	DL	$3,100.00	$3,100.00 ***$3,100.00***
4	OFFICE & OPERATING SUPPLIES - ELECTIONS ***10112002 - 735100***	1.0	DL	$200.00	$200.00 ***$200.00***
5	OFFICE & OPERATING SUPPLIES - HUMAN RESOURCES ***10113001 - 735100***	1.0	DL	$6,200.00	$6,200.00 ***$6,200.00***

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

CONTINUED ON NEXT PAGE

VENDOR COPY

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 OF PALMDALE

Purchase Order

PURCHASING DIVISION
PHONE: (661) 267-5444 FAX (661) 267-5454
BILL TO: ACCOUNTS PAYABLE
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Revisions 000
Expiration Date 06/30/2023

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Purchase Order # **20230001**

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VENDOR
AMAZON CAPITAL SERVICES, INC.
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

SHIP TO
MATTHEW HARRIS
FINANCE DEPT/PURCHASING DIV
38300 SIERRA HWY
STE D
PALMDALE, CA 93550
Email: MHARRIS@CITYOFPALMDALE.ORG
Phone: 661-267-5444
Fax: 661-267-5083

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
			Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/06/2022	1720	06/15/2022	DESTINATION/NET 45	FINANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
6	OFFICE & OPERATING SUPPLIES - CITY ATTORNEY ***10114001 - 735100***	1.0	DL	$1,500.00	$1,500.00 ***$1,500.00***
7	OFFICE & OPERATING SUPPLIES - FINANCE ***10115001 - 735100***	1.0	DL	$4,000.00	$4,000.00 ***$4,000.00***
8	EQUIPMENT UNDER $5K & ALL FURNITURE - FINANCE ***10115001 - 739500***	1.0	DL	$2,400.00	$2,400.00 ***$2,400.00***
9	OFFICE & OPERATING SUPPLIES - PURCHASING ***10115002 - 735100***	1.0	DL	$1,100.00	$1,100.00 ***$1,100.00***
10	OFFICE & OPERATING SUPPLIES - COMMUNICATIONS ***10117001 - 735100***	1.0	DL	$900.00	$900.00 ***$900.00***
11	OFFICE & OPERATING SUPPLIES - GENERAL CITY ***10118001 - 735100***	1.0	DL	$20,000.00	$20,000.00 ***$20,000.00***
12	PROGRAM SUPPLIES: HOLIDAY PARTY - GENERAL CITY ***10118001 - 737103***	1.0	DL	$1,200.00	$1,200.00 ***$1,200.00***
13	OFFICE & OPERATING SUPPLIES - ADMIN ECONOMIC DEVELOPMENT	1.0	DL	$5,000.00	$5,000.00

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

CONTINUED ON NEXT PAGE

VENDOR COPY

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 OF PALMDALE

Purchase Order

PURCHASING DIVISION
PHONE: (661) 267-5444 FAX (661) 267-5454

BILL TO: ACCOUNTS PAYABLE
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(661) 267-5460

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230001**

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PALMDALE, CA 93550
Email: MHARRIS@CITYOFPALMDALE.ORG
Phone: 661-267-5444
Fax: 661-267-5083

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
			Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/06/2022	1720	06/15/2022	DESTINATION/NET 45	FINANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	10120001 - 735100				***$5,000.00***
14	EQUIPMENT UNDER $5K & ALL FURNITURE - PLANNING	1.0	DL	$2,160.00	$2,160.00
	10121001 - 739500				***$2,160.00***
15	EQUIPMENT UNDER $5K & ALL FURNITURE - BUILDING SERVICES	1.0	DL	$200.00	$200.00
	10122001 - 739500				***$200.00***
16	EQUIPMENT UNDER $5K & ALL FURNITURE - LIBRARY	1.0	DL	$2,300.00	$2,300.00
	10124001 - 739500				***$2,300.00***
17	OFFICE & OPERATING SUPPLIES - NEIGHBORHOOD SERVICES (ADMIN)	1.0	DL	$1,400.00	$1,400.00
	10125001 - 735100				***$1,400.00***
18	EQUIPMENT UNDER $5K & ALL FURNITURE - NEIGHBORHOOD SERVICES (ADMIN)	1.0	DL	$100.00	$100.00
	10125001 - 739500				***$100.00***
19	OFFICE & OPERATING SUPPLIES - NEIGHBORHOOD HOUSES	1.0	DL	$400.00	$400.00
	10125014 - 735100				***$400.00***

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

CONTINUED ON NEXT PAGE

VENDOR COPY

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 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

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230001**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR

AMAZON CAPITAL SERVICES, INC.
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

SHIP TO

MATTHEW HARRIS
FINANCE DEPT/PURCHASING DIV
38300 SIERRA HWY
STE D
PALMDALE, CA 93550
Email: MHARRIS@CITYOFPALMDALE.ORG
Phone: 661-267-5444
Fax: 661-267-5083

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
			Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/06/2022	1720	06/15/2022	DESTINATION/NET 45	FINANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
20	OFFICE & OPERATING SUPPLIES - COMMUNITY COMPLIANCE ***10125601 - 735100***	1.0	DL	$3,400.00	$3,400.00 ***$3,400.00***
21	OFFICE & OPERATING SUPPLIES - PUBLIC WORKS ADMIN ***10131001 - 735100***	1.0	DL	$4,500.00	$4,500.00 ***$4,500.00***
22	EQUIPMENT UNDER $5K & ALL FURNITURE - PUBLIC WORKS ADMIN ***10131001 - 739500***	1.0	DL	$100.00	$100.00 ***$100.00***
23	OFFICE & OPERATING SUPPLIES - ENGINEERING ***10132001 - 735100***	1.0	DL	$500.00	$500.00 ***$500.00***
24	OFFICE & OPERATING SUPPLIES - PUBLIC WORKS INSPECTIONS ***10132002 - 735100***	1.0	DL	$2,650.00	$2,650.00 ***$2,650.00***
25	EQUIPMENT UNDER $5K & ALL FURNITURE ***10132002 - 739500***	1.0	DL	$2,400.00	$2,400.00 ***$2,400.00***
26	OFFICE & OPERATING SUPPLIES - PARK MAINTENANCE ***10133002 - 735100***	1.0	DL	$100.00	$100.00 ***$100.00***

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

CONTINUED ON NEXT PAGE

VENDOR COPY

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 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

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230001**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR

AMAZON CAPITAL SERVICES, INC.
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

SHIP TO

MATTHEW HARRIS
FINANCE DEPT/PURCHASING DIV
38300 SIERRA HWY
STE D
PALMDALE, CA 93550
Email: MHARRIS@CITYOFPALMDALE.ORG
Phone: 661-267-5444
Fax: 661-267-5083

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
			Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/06/2022	1720	06/15/2022	DESTINATION/NET 45	FINANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
27	EQUIPMENT UNDER $5K & ALL FURNITURE ***10133002 - 739500***	1.0	DL	$200.00	$200.00 ***$200.00***
28	OFFICE & OPERATING SUPPLIES - LANDSCAPE MAINTENANCE ***10133003 - 735100***	1.0	DL	$100.00	$100.00 ***$100.00***
29	EQUIPMENT UNDER $5K & ALL FURNITURE - LANDSCAPE MAINTENANCE ***10133003 - 739500***	1.0	DL	$100.00	$100.00 ***$100.00***
30	BUILDING MAINTENANCE - FACILITIES ***10133005 - 732800***	1.0	DL	$100.00	$100.00 ***$100.00***
31	OFFICE & OPERATING SUPPLIES - FACILITIES ***10133005 - 735100***	1.0	DL	$500.00	$500.00 ***$500.00***
32	OFFICE & OPERATING SUPPLIES - PARK ADMIN ***10141001 - 735100***	1.0	DL	$6,500.00	$6,500.00 ***$6,500.00***
33	EQUIPMENT UNDER $5K & ALL FURNITURE - PARK ADMIN ***10141001 - 739500***	1.0	DL	$1,000.00	$1,000.00 ***$1,000.00***

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

CONTINUED ON NEXT PAGE

VENDOR COPY

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 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

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230001**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR

AMAZON CAPITAL SERVICES, INC.
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

SHIP TO

MATTHEW HARRIS
FINANCE DEPT/PURCHASING DIV
38300 SIERRA HWY
STE D
PALMDALE, CA 93550
Email: MHARRIS@CITYOFPALMDALE.ORG
Phone: 661-267-5444
Fax: 661-267-5083

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
			Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/06/2022	1720	06/15/2022	DESTINATION/NET 45	FINANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
34	OFFICE & OPERATING SUPPLIES - CHIMBOLE ***10141002 - 735100***	1.0	DL	$2,400.00	$2,400.00 ***$2,400.00***
35	OFFICE & OPERATING SUPPLIES - AIR PARK ***10141004 - 735100***	1.0	DL	$1,150.00	$1,150.00 ***$1,150.00***
36	OFFICE & OPERATING SUPPLIES - SPECIAL EVENTS (AMPHITHEATER) ***10142001 - 735100 - 1090***	1.0	DL	$600.00	$600.00 ***$600.00***
37	SPECIAL EVENTS PROGRAM SUPPLIES - (KALEIDOSCOPE) ***10142001 - 736210 - 1094***	1.0	DL	$2,700.00	$2,700.00 ***$2,700.00***
38	SPECIAL EVENTS PROGRAM SUPPLIES - JULY 4TH ***10142001 - 737109 - 1089***	1.0	DL	$1,100.00	$1,100.00 ***$1,100.00***
39	PROGRAM SUPPLIES - SPECIAL EVENTS / RECREATION ***10142001 - 736210***	1.0	DL	$300.00	$300.00 ***$300.00***
40	OFFICE & OPERATING SUPPLIES - PLAYHOUSE ***10142002 - 735100***	1.0	DL	$2,100.00	$2,100.00 ***$2,100.00***

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

CONTINUED ON NEXT PAGE

VENDOR COPY

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.

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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.

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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.

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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 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

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230001**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR
AMAZON CAPITAL SERVICES, INC.
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

SHIP TO
MATTHEW HARRIS
FINANCE DEPT/PURCHASING DIV
38300 SIERRA HWY
STE D
PALMDALE, CA 93550
Email: MHARRIS@CITYOFPALMDALE.ORG
Phone: 661-267-5444
Fax: 661-267-5083

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
			Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/06/2022	1720	06/15/2022	DESTINATION/NET 45	FINANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
41	PROGRAM SUPPLIES - RECREATION PROGRAMS ***10144001 - 736210***	1.0	DL	$7,200.00	$7,200.00 ***$7,200.00***
42	OFFICE & OPERATING SUPPLIES - AQUATICS ***10144002 - 735100***	1.0	DL	$1,400.00	$1,400.00 ***$1,400.00***
43	OFFICE & OPERATING SUPPLIES - YOUTH SPORTS ***10144003 - 735100***	1.0	DL	$1,300.00	$1,300.00 ***$1,300.00***
44	OFFICE & OPERATING SUPPLIES - ADULT SPORTS ***10144004 - 735100***	1.0	DL	$1,300.00	$1,300.00 ***$1,300.00***
45	OFFICE & OPERATING SUPPLIES - REC CENTERS ***10144005 - 735100***	1.0	DL	$400.00	$400.00 ***$400.00***
46	PROGRAM SUPPLIES - RECREATION CENTERS ***10144005 - 736210***	1.0	DL	$1,700.00	$1,700.00 ***$1,700.00***
47	EQUIPMENT UNDER $5K & ALL FURNITURE - REC CENTERS ***10144005 - 739500***	1.0	DL	$400.00	$400.00 ***$400.00***
48	OFFICE & OPERATING SUPPLIES - INFORMATION TECHNOLOGY (IT)	1.0	DL	$6,100.00	$6,100.00

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

CONTINUED ON NEXT PAGE

VENDOR COPY

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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 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

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230001**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR
AMAZON CAPITAL SERVICES, INC.
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

SHIP TO
MATTHEW HARRIS
FINANCE DEPT/PURCHASING DIV
38300 SIERRA HWY
STE D
PALMDALE, CA 93550
Email: MHARRIS@CITYOFPALMDALE.ORG
Phone: 661-267-5444
Fax: 661-267-5083

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
			Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/06/2022	1720	06/15/2022	DESTINATION/NET 45	FINANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	15316001 - 735100				***$6,100.00***
49	EQUIPMENT UNDER $5K & ALL FURNITURE - INFORMATION TECHNOLOGY	1.0	DL	$20,000.00	$20,000.00
	15316001 - 739500				***$20,000.00***
50	EQUIPMENT CAPITALIZED - INFORMATION TECHNOLOGY	1.0	DL	$200.00	$200.00
	15316001 - 739500				***$200.00***
51	OFFICE & OPERATING SUPPLIES - STREET MAINTENANCE	1.0	DL	$2,000.00	$2,000.00
	20133001 - 735100				***$2,000.00***
52	STREET MAINTENANCE MATERIALS	1.0	DL	$500.00	$500.00
	20133001 - 738400				***$500.00***
53	EQUIPMENT UNDER $5K & ALL FURNITURE	1.0	DL	$3,000.00	$3,000.00
	20133001 - 739500				***$3,000.00***
54	OFFICE & OPERATING SUPPLIES - PUBLIC SECURITY (TRANSIT)	1.0	DL	$200.00	$200.00
	20325602 - 735100 - 3410				***$200.00***
55	OFFICE & OPERATING SUPPLIES - TS MAINTENANCE	1.0	DL	$1,600.00	$1,600.00

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

CONTINUED ON NEXT PAGE

VENDOR COPY

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 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

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230001**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR

AMAZON CAPITAL SERVICES, INC.
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

SHIP TO

MATTHEW HARRIS
FINANCE DEPT/PURCHASING DIV
38300 SIERRA HWY
STE D
PALMDALE, CA 93550
Email: MHARRIS@CITYOFPALMDALE.ORG
Phone: 661-267-5444
Fax: 661-267-5083

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
			Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/06/2022	1720	06/15/2022	DESTINATION/NET 45	FINANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	20732003 - 735100				***$1,600.00***
56	EQUIPMENT UNDER $5K & ALL FURNITURE - TS MAINTENANCE	1.0	DL	$200.00	$200.00
	20732003 - 739500				***$200.00***
57	OFFICE & OPERATING SUPPLIES - TRAFFIC ENGINEERING	1.0	DL	$1,500.00	$1,500.00
	20732004 - 735100				***$1,500.00***
58	EQUIPMENT UNDER $5K & ALL FURNITURE - TRAFFIC ENGINEERING	1.0	DL	$1,600.00	$1,600.00
	20732004 - 739500				***$1,600.00***
59	OFFICE & OPERATING SUPPLIES - LANDSCAPE MAINTENANCE	1.0	DL	$700.00	$700.00
	25133003 - 735100 - 3610				***$700.00***
60	EQUIPMENT UNDER $5K & ALL FURNITURE - LANDSCAPE MAINTENANCE	1.0	DL	$200.00	$200.00
	25133003 - 739500 - 3610				***$200.00***
61	OFFICE & OPERATING SUPPLIES - STREET LIGHTS	1.0	DL	$180.00	$180.00
	25232006 - 735100				***$180.00***

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

CONTINUED ON NEXT PAGE

VENDOR COPY

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 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

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230001**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR

AMAZON CAPITAL SERVICES, INC.
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

SHIP TO

MATTHEW HARRIS
FINANCE DEPT/PURCHASING DIV
38300 SIERRA HWY
STE D
PALMDALE, CA 93550
Email: MHARRIS@CITYOFPALMDALE.ORG
Phone: 661-267-5444
Fax: 661-267-5083

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
			Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/06/2022	1720	06/15/2022	DESTINATION/NET 45	FINANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
62	OFFICE & OPERATING SUPPLIES - SEWER ***25433004 - 735100 - 2412***	1.0	DL	$3,500.00 ***$3,500.00***	$3,500.00
63	EQUIPMENT UNDER $5K & ALL FURNITURE - SEWER MAINTENANCE ***25433004 - 739500 - 2412***	1.0	DL	$1,100.00 ***$1,100.00***	$1,100.00
64	OFFOFFICE & OPERATING SUPPLIES - MAND COSTS ***29364002 - 735100***	1.0	DL	$1,000.00 ***$1,000.00***	$1,000.00
65	OFFICE & OPERATING SUPPLIES - WATER PARK ***30041005 - 735100***	1.0	DL	$5,000.00 ***$5,000.00***	$5,000.00
66	OFFICE & OPERATING SUPPLIES - PALMDALE CCA ***35034003 - 735100***	1.0	DL	$800.00 ***$800.00***	$800.00
67	EQUIPMENT UNDER $5K AND ALL FURNITURE - WATER PARK ***30041005 - 739500***	1.0	DL	$500.00 ***$500.00***	$500.00
68	OFFICE & OPERATIONS - DRYTOWN/WATERPARK ***30041005 - 737140***	1.0	DL	$11,000.00 ***$11,000.00***	$11,000.00

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

CONTINUED ON NEXT PAGE

VENDOR COPY

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 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

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230001**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR
AMAZON CAPITAL SERVICES, INC.
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

SHIP TO
MATTHEW HARRIS
FINANCE DEPT/PURCHASING DIV
38300 SIERRA HWY
STE D
PALMDALE, CA 93550
Email: MHARRIS@CITYOFPALMDALE.ORG
Phone: 661-267-5444
Fax: 661-267-5083

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
			Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/06/2022	1720	06/15/2022	DESTINATION/NET 45	FINANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
69	HUMAN RESOURCES - PROGRAM SUPPLIES ***10113001 - 737903***	1.0	DL	$900.00	$900.00 ***$900.00***
70	PUBLIC SAFETY - OFFICE AN OPERATING ***10125002 - 735100***	1.0	EA	$400.00	$400.00 ***$400.00***
71	COMMUNICATIONS ***10117001 - 735100***	1.0	DL	$800.00	$800.00 ***$800.00***
72	OFFICE & OPERATING SUPPLIES - EMERGENCY MANAGEMENT ***10125004 - 735100***	1.0	DL	$2,000.00	$2,000.00 ***$2,000.00***
73	EQUIPMENT UNDER $5K & ALL FURNITURE - EMERGENCY MANAGEMENT ***10125004 - 739500***	1.0	DL	$1,000.00	$1,000.00 ***$1,000.00***
74	PARKS AND REC ***10142001 - 737100 - 1095***	1.0	DL	$300.00	$300.00 ***$300.00***
75	FLEET MAINTENANCE & REPAIR SUPPLIES ***15433006 - 732600***	1.0	DL	$500.00	$500.00 ***$500.00***

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

CONTINUED ON NEXT PAGE

VENDOR COPY

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 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

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230001**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR

AMAZON CAPITAL SERVICES, INC.
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

SHIP TO

MATTHEW HARRIS
FINANCE DEPT/PURCHASING DIV
38300 SIERRA HWY
STE D
PALMDALE, CA 93550
Email: MHARRIS@CITYOFPALMDALE.ORG
Phone: 661-267-5444
Fax: 661-267-5083

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
			Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/06/2022	1720	06/15/2022	DESTINATION/NET 45	FINANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
76	FLEET FUEL & OIL SUPPLIES-EQUIPMENT ***15433006 - 734100***	1.0	EA	$500.00	$500.00 ***$500.00***
77	OFFICE & OPERATING - COMMUNITY PROGRAMS ***10119011 - 735100***	1.0	DL	$500.00	$500.00 ***$500.00***
78	ECONOMIC DEVOPLMENT ***10161101 - 722330***	1.0	DL	$500.00	$500.00 ***$500.00***
79	ADULT SPORTS ***10144004 - 736210***	1.0	DL	$1,400.00	$1,400.00 ***$1,400.00***
80	ECONOMIC DEVELOPMENT ***10161101 - 739500***	1.0	DL	$500.00	$500.00 ***$500.00***
81	EQUIPMENT UNDER $5K & ALL FURNITURE - HUMAN RESOURCES ***10113001 - 739500***	1.0	DL	$800.00	$800.00 ***$800.00***
82	COMMUNITY PROGRAMS ***15711001 - 737100***	1.0	DL	$200.00	$200.00 ***$200.00***

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

By: _____
Approved City Representative

VENDOR COPY

Sales Tax	$0.00
Order Total	**$172,240.00**

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.

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, ***Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109,*** *hereinafter referred to as the "Contractor" and* ***Prince William County School Board, P.O. Box 389, Manassas, VA 20108****, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT**: Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated January 19, 2017.

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER**: The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

   4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

LEGAL

4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE**: In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.

6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.

7. **PAYMENT TERMS**: In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Authorized Signature

Prentis D. Wilson, Jr.
Type Name

Vice President
Title

Jan 27, 2017
Date

PURCHASING AGENCY:

Authorized Signature

Jim Totty, CPPO, C.P.M.
Type Name

Supervisor of Purchasing
Title

1-31-17
Date

LEGAL

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-TC-17006
Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

a. Contractor's proposal dated October 14, 2016;
b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
d. Contractor's Business Accounts Terms and Conditions (currently available at https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180), attached;
e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

   9.1. The initial term of this contract shall be five years (5) from **the date of award to December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.

LEGAL

3. The following provision is added to PWCS Special Terms and Conditions:

   10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE: As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Contractor Authorized Signature — Date: Jan 27, 2017

Title: Vice President

Jim Totty, C.P.M., CPPO
Supervisor of Purchasing — Date: 1/31/17

DocuSign Envelope ID: B8AB262A-C752-45A5-81ED-70E5A94670DE

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #3 **ISSUE DATE: March 7, 2018**

REFERENCE:

Title:	On-Line Marketplace for the Purchase of Goods and Services
Contractor:	Amazon Services LLC
Period of Contract:	January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. Add the following to the General Terms and Conditions under 3. Debarment Status:

3.1. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ‘‘Debarment and Suspension.’’ The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty
Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services LLC

DocuSigned by:
Anne Rung
58F45C4A6E4F4C6...
Signature

Anne Rung Director
Name and Title

March 28, 2018

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:
Jim Totty
4D8812DC39147B...
Signature

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

March 27, 2018

legal

DocuSign Envelope ID: B8AB262A-C752-45A5-81ED-70E5A94670DE

Date

Date

DocuSign Envelope ID: 2A5516E8-53F8-4234-807B-6A939D21982A

CC MISC 00005512 2018 TR

Prince William County
PUBLIC SCHOOLS
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CONTRACT MODIFICATION

MODIFICATION #2 **ISSUE DATE: January 19, 2018**

REFERENCE: Title: On-Line Marketplace for the Purchase of Goods and Services
Contractor: Amazon Services, LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. All references in the Contract to free two-day shipping on orders of $49 or more are hereby deleted.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty
Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services, LLC

DocuSigned by:
Prentis Wilson
7BA8AF34EE3F439...
Signature

Prentis Wilson VP, Amazon Business
Name and Title

January 26, 2018
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

1-29-18
Date

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CC MISC 00047423 2017 TR

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #1 **ISSUE DATE: November 17, 2017**

REFERENCE:

Title:	On-Line Marketplace for the Purchase of Goods and Services
Contractor:	Amazon Services LLC
Period of Contract:	January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. The following states may now use the contract: Hawaii, Vermont and Maine.

2. Date corrections on the Memorandum of Negotiations are as follows:

   - Change the date on PWCS General Terms and Conditions header from December 16, 2016 to January 19, 2017. All terms and conditions remain the same.

   - Change the contract term expiration date from December 31, 2021 to January 18, 2022. The renewal options remain the same.

   - Section d., latest Amazon's Business Accounts Terms and Conditions, per attachment, dated November 15, 2017.

3. Add the following Special Provision:

   10.7. ADDITION OF BUSINESS PRIME SHIPPING. Contractor's Business Prime Shipping Program (currently described here) is hereby added to the Contract. PWCS may enroll in and access the Business Prime Shipping Program's benefits at no charge during a limited promotional period, commencing on January 1, 2018 and ending on December 31, 2018. PWCS' access and use of the Business Prime Shipping Program will be pursuant to the Business Prime Shipping Program's terms and conditions (currently available here).

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DocuSign Envelope ID: 5777111E-943F-4CE1-AB66-F2C871C29C49

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services LLC

DocuSigned by:
Prentis Wilson
7BA8AF34EE3F439...
Signature

Prentis Wilson VP, Amazon Business
Name and Title

November 28, 2017
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

11/27/17
Date

Amazon Business Accounts Terms & Conditions

Last updated November 15, 2017

These terms and conditions ("**Terms**") govern your access to and use of a set of features, services, and functionality on Amazon.com for registered business customers to purchase products and use services for business purposes ("**Amazon Business**"). These Terms constitute an agreement between Amazon Services LLC and/or its affiliates ("**Amazon**," "**we**," "**us**," or "**our**") and the entity you represent ("**you**"). Please note that your use of Amazon Business is also governed by Amazon's Conditions of Use and the Amazon.com Privacy Notice, as well as all other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website, all of which (as changed over time) are incorporated into these Terms. Capitalized terms have the meanings given to them in these Terms or the Conditions of Use.

1. REGISTRATION

An organization has a Business Account with Amazon once an individual associated with the organization registers the business and creates the first business user account associated with that organization. That individual can invite others to be part of the organization's Business Account. Each additional user that purchases or otherwise acts on behalf of the business and joins the organization's Business Account must create a new business user account that is part of and associated with the organization's Business Account. Business Accounts and business user accounts are intended for businesses and business-related organizations and may be used solely for business purposes. To create a business user account, users must use a valid email address. Unless explicitly permitted, a user may only create one account per email address. If a user creates a business user account using the email address and password connected to an existing Amazon customer account, the user must either (a) change the email address and password associated with the existing account, or (b) if the user wishes to have only one account, convert the existing account into a business user account (which may make business user account information visible to others as described in Section 2). Once you complete the Business Account registration and verification process, your organization will be registered with Amazon.

2. ACCOUNT MANAGEMENT

You are responsible for all activities that occur under your organization's Business Account and any associated business user accounts, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents). Except to the extent caused by our breach of these Terms, we and our affiliates are not responsible for unauthorized access to your Business Account or business user accounts. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your Business Account or associated business user accounts in accordance with these Terms) and are solely responsible for any use or action taken under your password. You will contact us immediately if you believe an unauthorized third party may be using your Business Account or associated business user accounts or if your Business Account or any business user

account information is lost or stolen. You are responsible for ensuring that all users affiliated with your organization's Business Account are aware of and comply with these Terms.

We may give users the ability to invite other individuals affiliated with your organization to create business user accounts that are associated with the organization's Business Account and purchase, approve or act as an administrator on behalf of your organization. Administrators have the ability to invite other users to join the Business Account and to administer, manage, or close business user accounts. You will be responsible for all actions taken by Business Account users. You acknowledge that users may have access to information from your Business Account and associated business user accounts, such as shipping addresses, payment methods, and order history. Administrators are responsible for inviting only people affiliated with, and authorized to act on behalf of, your organization to create a business user account that is associated with your organization's Business Account. Any user designated as an administrator will have similar capabilities to manage Business Account features and invite new users to purchase, approve or act as an administrator on behalf of your organization. You agree that Amazon is not responsible for, and will have no liability arising from, the disclosure of the information of your organization or any associated business user accounts to any user associated with your organization.

If any user with a business user account that is associated with your Business Account leaves your organization or is no longer authorized to purchase, approve or otherwise act on behalf of your organization, you are solely responsible for contacting Amazon through tools we designate to have that user's business user account closed, disabled or removed from the organization's Business Account. Amazon disclaims all liability for, and you are solely responsible for, any actions taken or purchases made prior to closing, disabling or removing the user's business user account from the organization's Business Account. Please review our Amazon Business Help carefully for more information on the effects of disabling or removing a business user account from your organization's Business Account. Please note that a business user account that is removed is converted back into a personal account, with the individual able to access order history for purchases made using an individual payment method while associated with the organization's Business Account.

If you, as an individual user, create a business user account that is associated with an organization's Business Account, you acknowledge and consent that your organization and designated individuals acting as administrators have full access to and authority over (a) your business user account (with the ability to close or disable your business user account or remove it from the business and convert it into a personal account), and (b) details from your business user account, such as, and not limited to: order history, addresses, payment details, and other personal information associated with your business user account. By creating a business user account that is associated with an organization's Business Account, you, as an individual user, consent to sharing this information with your organization and its designated representatives and agree to release Amazon for any and all liability for any of your business user account information provided to or used by your organization, the administrator(s) of your organization, and any other users associated with your organization. If you order a product using an individual payment method (e.g., personal credit card) and you or your administrator requests, and Amazon provides, a replacement of this item, you consent that we may charge any eligible payment method we have on record for your business user account for any replacement product sent to your business if the original product is not returned within 30 days of you or your administrator's request for replacement.

3. BUSINESS AND ORDER VERIFICATION

We may use the business name, address, taxpayer ID# and any other information you provide about your organization or users or that we may request or determine is necessary to verify accuracy and eligibility for Amazon Business. We may make, directly or through third parties, inquiries to validate information that you provide to us. We may accept or refuse use of Amazon Business at our discretion and may modify purchasing rights or privileges at any time. We may share any information or documents you provide with third-party sellers that offer certain Amazon Business features for verification purposes.

Certain products require licensing, certification or other credentials to purchase them. To purchase such products, you must provide us with a valid license, certification or other credentials (collectively, the "**Credentials**"), as determined in our sole discretion. We may use information you provide, as well as information relating to your account such as your business name and address, to verify the Credentials, and we may request additional information from you to assist in that verification. We may, in our sole discretion and at any time, suspend or terminate your ability to purchase such products.

4. THIRD-PARTY SERVICE PROVIDERS

Amazon Business may enable third party service providers ("providers") to integrate with Amazon Business. If you choose to use such a provider in connection with your Business Account, you authorize Amazon to disclose to the provider account information, including, without limitation, information regarding you, your Users, your employees or agents, and your and your User's orders. You acknowledge this information will be governed by the provider's privacy, data and security policies. You and your Users consent to Amazon's sharing this information with the provider and agree that Amazon is not responsible for and will have no liability arising from Amazon's disclosure of, or any provider's use of, this information.

Amazon is not responsible for any services provided by the provider. You are responsible for the approvals of Amazon orders, verification of shipping addresses and any disputes regarding orders, and you agree that Amazon will have no liability arising in any way from your use of the provider, including, but not limited to, any unauthorized charges you or your employees or agents incur.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant and covenant that:

(a) you are using Amazon Business for business purposes and you agree that you will not purchase any products from Amazon.com for individual, personal, family or household use;

(b) your organization is duly organized, validly existing and in good standing in the jurisdiction in which your organization is registered;

(c) the individual entering into these Terms on behalf of your organization has all necessary legal authority to bind you to these Terms;

(d) you have all requisite right, power, and authority to enter into these Terms, perform your obligations, and grant the rights and authorizations in these Terms;

(e) any information provided or made available by you to Amazon or its affiliates is at all times accurate and complete;

(f) you and all your subcontractors and agents will comply with all applicable laws, rules, regulations, codes, orders and other requirements of governmental agencies ("**Laws**") in your performance of your obligations and exercise of your rights under these Terms and with your purchase and use of any products from Amazon.com;

(g) all users who use business features or purchase on behalf of your organization are authorized to do so and all purchases made by these users are authorized purchases of your organization;

(h) any Credentials, and all documentation or other information you provide to us to validate such Credential, are accurate, complete and reflect your Credential status, and that you will provide updates, additional Credentials or supporting information as required to ensure all such documentation or information remains up-to-date at all times;

(i) the provision to Amazon of any Credentials and related information, any delegation of purchasing authority under any Credentials and all purchases made using the Credentials are with the authority of the Credential holder;

(j) you will only purchase products requiring Credentials as permitted under any Laws and within the scope of any Credential you provide;

(k) if your Business Account has a tax exemption certificate associated with it, any tax exempt purchase made from business user accounts are paid for with the organization's funds;

(l) unless authorized by Amazon, you will not use any product purchased from Amazon.com in connection with, or to fulfill, a federal, state, or local government contract or subcontract, if doing so could subject Amazon to any term, condition, obligation or other provision different from or in addition to the provisions of these Terms;

(m) you will use any products purchased from Amazon.com as intended by the manufacturer and in compliance with all product information provided by the manufacturer;

(n) your purchase of products from us will not, either by your export of those products, your sale or use of those products, your legal status or otherwise, cause us to violate any Law;

(o) you are not an agent of Amazon and agree to comply with the applicable provisions of the Foreign Corrupt Practices Act. You are not on, or associated with, any person or entity on any of the blocked, denied or debarred persons and entities lists maintained by the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State's Directorate of Defense Trade Controls (collectively, "**Denied Persons Lists**"); or subject to a denial order issued by the U.S. Department of Commerce. You agree (i) not to export any product to any entity or person within any country subject to United States economic sanctions or embargoes without obtaining prior authorization from the United States government, (ii) not to export or provide items to persons that are ineligible under United States Law to receive those items, including but not limited to persons on any Denied Persons List, and (iii) that any products purchased by you will not be used, or made available to a third party for use, in any activities directly or indirectly related to Weapons of Mass Destruction (WMD) proliferation activities; and

(p) you agree to comply with the Healthcare Disclosure Policies if you purchase products that are reimbursable under Medicare, Medicaid, or other federal or state healthcare programs.

6. LICENSE

Subject to your compliance with these Terms and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business solely in accordance with these Terms. This license does not include the right to resell any Amazon Business feature; any collection and use of any product listings, descriptions, or prices; any derivative use of Amazon Business; any downloading or copying of Amazon Business information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms are reserved and retained by Amazon or its licensors, suppliers, publishers, rightsholders, or other content providers. No feature or part of Amazon Business may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without express written consent of Amazon. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Amazon without express written consent. You may not use any meta tags or any other "hidden text" utilizing Amazon's name or trademarks without the express written consent of Amazon. You may not misuse Amazon Business. You may use Amazon Business only as permitted by law. The licenses granted by Amazon terminate if you do not comply with these Terms.

7. INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and our affiliates, and our and their respective officers, directors, employees, representatives and agents against any loss, claim, damage, settlement, cost, expense, tax or other liability (including, without limitation, reasonable attorneys' fees) (each a "**Claim**") arising from or related to (a) any breach of the Terms, (b) any unlawful or improper use by anyone of any product ordered by you, or (c) your negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

8. PRODUCT INFORMATION; PRODUCT COMPLIANCE AND SUITABILITY

We recommend that you do not rely solely on the information presented on our website. Please always read labels, warnings and directions provided with the product before use. Amazon does not guarantee compliance or suitability of products with any Laws, nor does Amazon accept responsibility for installation and/or use of a product. It is your responsibility to review the product application and all applicable Laws for each relevant jurisdiction to be sure that the installation and/or use involving the products comply with applicable Laws.

9. AMAZON.COM SITE AND FEATURES

9.1 SELLER CREDENTIALS. Any diversity, industry and other certifications made available to you are provided by third-party sellers on Amazon.com and have not been independently verified by Amazon. You should carefully review and validate any certifications and supporting information that you use to make your purchasing decisions. We take no responsibility and assume no liability for any certifications or supporting information provided by third-party sellers.

9.2 BUSINESS PRICING. We may provide you access to discounts for business customers. In these instances, the available price on the detail page will reflect this discount. You agree that any business

pricing or discounts that Amazon provides to you are the confidential and proprietary information of Amazon. You agree not to manually copy or use any data mining, scraping or similar data gathering and extraction tools with respect to such pricing or discounts. If you have negotiated pricing with a supplier and choose to have pricing that is specific to you available on Amazon Business, you acknowledge and agree that we may share sales information regarding products purchased by you at these prices with the applicable supplier (including any business or shipping addresses). You acknowledge that we may share contact information for your organization's administrator or other applicable employees with the supplier in connection with this pricing.

9.3 LIVE EXPERT. Our LiveExpert service connects you directly with manufacturers' agents so you can ask technical and product related questions via chat, email, or phone. Product support agents are employed by the manufacturer and not Amazon. We record your communications with manufacturers' agents to monitor the quality of these communications. Any questions you ask or suggestions you provide may be used by Amazon for any purpose. We recommend that you not share any customer identifying information with manufacturers' agents to protect the privacy of your information. You acknowledge that all information and answers are provided by the applicable manufacturer, and that Amazon is not responsible for, and disclaims any liability related to, any content provided by any manufacturer.

9.4 GIFT CARDS. All purchases and redemptions of Amazon.com Gift Cards ("**Gift Cards**") are subject to the terms and conditions at http://www.amazon.com/gc-legal ("**Gift Card Terms**"). You may only distribute Gift Cards purchased through a Business Account or associated business user accounts as part of your employee or customer incentive, loyalty, rewards, recognition, or gifting program in the United States (each a "**Loyalty Program**"). You may not imply that Amazon is associated with any Loyalty Program or use Gift Cards in any unsolicited communications. You may not use or distribute any intellectual property of Amazon in connection with any Loyalty Program. You may not resell or transfer Gift Cards for value or permit fees to be charged for a Gift Card. You may not permit Gift Cards to be used for internal use. You may not purchase or redeem, or suggest or direct that recipients use or redeem Gift Cards through the Amazon Associates Program. You may not purchase more than $10,000 in Gift Cards per day through your Business Account (including all associated business user accounts). You must ensure that your Loyalty Program complies with these restrictions and the Gift Card Terms. Amazon reserves the right, in its sole discretion, to reject orders or prohibit advertisement, offer, or distribution of Gift Cards in any location, in any manner, and by any individual or entity.

9.5 KINDLE CONTENT PURCHASES FOR OTHERS. We may enable you to purchase digitized content from the Kindle Store for others through your Amazon Business account. All redemptions of digitized content purchased from the Kindle Store, such as books ("Kindle Content"), are subject to the Kindle Store Terms of Use. Each copy of Kindle Content you purchase may only be redeemed by a single Amazon.com user account and cannot be revoked or transferred by you after redemption. You may not resell the Kindle Content redemption links or any other entitlement to the Kindle Content. If we terminate your access to Amazon Business or you otherwise violate these Terms, we may disable any unredeemed Kindle Content that you have purchased.

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FOR THAT PRODUCT. AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW. AMAZON ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF MISUSE, IMPROPER SELECTION, IMPROPER INSTALLATION, MODIFICATION, MISREPAIR OR MISAPPLICATION OF THE PRODUCT.

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The terms and conditions in these Terms, the Amazon.com Conditions of Use, the Amazon.com Privacy Notice, and any applicable terms, conditions, policies, requirements or limitations contained on the Amazon.com website constitute the exclusive and complete agreement between Amazon and you. Amazon will not be bound by, and specifically rejects, any term, condition, obligation, or other provision which is different from or in addition to the provisions of these Terms or which may be in any order, receipt, acceptance, confirmation, correspondence or other document.

Any purchase order (PO) number or other internal information particular to your organization that is provided by a user during the purchasing process is provided only for your internal purchase tracking. Amazon doesn't agree to terms, conditions, obligations, or provisions that are different from or added to these Terms and the policies and information on the Amazon.com website.

13. AGREEMENT CHANGES

We may in our discretion change these Terms, Amazon.com's Conditions of Use and Privacy Notice, or any aspect of Amazon Business, without notice to you. From time to time, Amazon may choose in its sole discretion to add or remove benefits or features of Amazon Business. If any change to these Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR BUSINESS ACCOUNT AND BUSINESS USER ACCOUNT.

14. TERM; TERMINATION BY US

The term of these Terms will begin on the date you click to accept it and will continue until you or we terminate it. We may terminate these Terms and access to your Business Account, business user account or use of any business features at our discretion with or without notice. You are entitled to terminate these Terms by giving us notice and closing your account. Upon termination, all rights and obligations under these Terms will automatically terminate except for any right of action occurring

prior to termination, payment obligations, and obligations that are intended to survive termination, including, without limitation, Sections 4 –18 of these Terms.

15. FORCE MAJEURE

We will not be liable for any delays in delivery or failure to perform any of our obligations under these Terms by reasons, events or other matters beyond our reasonable control.

16. CONFIDENTIALITY; PUBLICITY

You will (a) protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential; (b) use this information only for internal purposes and in connection with your use of Business Accounts; and (c) destroy or return all such information to us promptly when the Terms terminate (and, upon request, confirm such destruction in writing). This section covers all confidential information regardless of when you receive it. Unless you have received our express written permission, you will not otherwise use any trademark, service mark, commercial symbol or other proprietary right of ours, issue press releases or other publicity relating to us or these Terms, or refer to us in promotional materials. If authorized, you may only use Amazon trademarks in accordance with the Trademark Guidelines.

17. SUGGESTIONS

If you elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to Business Accounts (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

18. MISCELLANEOUS

Your use of Business Accounts is subject to the disputes and applicable law provisions of the Conditions of Use, which are incorporated by reference.

The parties to these terms are independent contractors. These Terms do not create any third party beneficiary rights in any individual or entity that is not a party to these Terms. You may not assign these Terms, by operation of law or otherwise, without our prior written consent. Subject to that restriction, these Terms will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns. We may perform any of our obligations or exercise any of our rights under these Terms through one or more of our affiliates. Our failure to enforce your strict performance of any provisions of these Terms will not constitute a waiver of our right to enforce such provisions or any other provision of these Terms subsequently. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. In the event of any conflict between these Terms and the Conditions of Use, these Terms will prevail.

City Council Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **All**

SUBJECT: **APPROVE PURCHASE ORDER NO. 20230000 WITH WALSMA OIL COMPANY, INC. FOR DIESEL & UNLEADED FUEL, MOTOR OIL, AND LUBRICANTS IN AN AMOUNT NOT TO EXCEED $450,000.**

ISSUE

Approve Purchase Order No. 20230000 with Walsma Oil Company, Inc. for Diesel and Unleaded Fuel, Motor Oil, and Lubricants in an amount not to exceed $450,000.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Purchase Order No. 20230000 with Walsma Oil Company, Inc. for diesel and unleaded fuel, motor oil and lubricants, in an amount not to exceed $450,000.

BACKGROUND

The City released Invitation for Bid No. 21-004-3300 for Diesel and Unleaded Fuel, Motor Oil and Lubricants on March 29, 2021. Walsma Oil Company, Inc. was the lowest responsive bidder as the result of the solicitation and Purchase Order No. 20220000 was awarded and approved by City Council on June 1, 2021 in the amount of $350,000.

Due to an increased demand and fuel costs, two change orders were approved to encumber additional funds to Purchase Order No. 20220000. The first change order to add $35,000. was approved by the Interim City Manager under her authority on March 2, 2022. The second change order to add an additional $50,000. was approved by City Council on May 4, 2022, resulting in a purchase order amount not to exceed $435,000.

The City is choosing to exercise its first of two options to extend the term of the purchase order contract for an additional one (1) year period commencing July 1, 2022 through June 30, 2023.

The purchase order's amount of $450,000. was determined by considering the FY 2022-2023 Price Schedule provided by the vendor, the City's Fleet Maintenance Division estimated quantities, and the historical spending amounts.

DISCUSSION

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

FISCAL IMPACT

The blanket Purchase Order amount for Diesel and Unleaded Fuel, Motor Oil, and Lubricants for FY 2022-2023 will not exceed $450,000. Sufficient funds are budgeted in Fleet Maintenance Account 15433007-734100.

STRATEGIC PLAN

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

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

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Chuck Heffernan, 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, Acting City Attorney

ATTACHMENTS

1. Attachment A - IFB No. 21-004-3300 Walsma Oil Company, Inc. Price Schedule FY 2022-2023
2. Purchase Order No. 20230000 Walsma Oil Company, Inc.

Attachment A - Price Schedule
IFB 21-004-3300 Walsma Oil Company, Inc.

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

Bid Proposal Form No.1

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

Bid Proposal Form No.2

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

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

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230000**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR
WALSMA OIL CO INC
44141 N YUCCA AVE
PO BOX 17
LANCASTER, CA 93534
Fax: 661-723-0116

SHIP TO
ADAM DYER
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST
PALMDALE, CA 93550
Email: ADYER@CITYOFPALMDALE.ORG
Phone: 661-267-5338

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
661-945-4772 X200	661-723-0116	230000	Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
05/19/2022	4313		DESTINATION/NET 45	STREET MAINTENANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	FUEL OIL, DIESEL The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	DIESEL & UNLEADED FUEL, MOTOR OIL AND LUBRICANTS THIS FY 2022-2023 BLANKET PURCHASE ORDER AS A RESULT OF IFB 21-004-3300 IS PENDING CITY COUNCIL APPROVAL JUNE 15, 2022. THE TERM IS ONE YEAR, COMMENCING JULY 1, 2022 WITH CITY RESERVING THE OPTION TO EXTEND THE CONTRACT FOR ONE (1) ADDITONAL TERMS OF ONE YEAR. ***15433006 - 734100***	1.0	DL	$450,000.00	$450,000.00 ***$450,000.00***

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

By: _____
Approved City Representative

VENDOR COPY

Sales Tax	$0.00
Order Total	**$450,000.00**

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: **June 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **APPROVE CONTRACT FOR CONSULTANT SERVICES AGREEMENT WITH FIRSTCARBON SOLUTIONS TO PERFORM ONGOING PLANNING AND PERMITTING EFFORTS FOR THE PALMDALE WAREHOUSE PROJECT LOCATED AT 10TH STREET WEST AND AVENUE M.**

ISSUE

Approve Contract for Consultant Services Agreement No. A-7959 with FirstCarbon Solutions to perform ongoing planning and permitting efforts for the Palmdale warehouse project located at 10th West and Avenue M.

RECOMMENDATION

Staff recommends that City Council:

1. Approve Contract for Consultant Services Agreement No. A-7959 with FirstCarbon Solutions; and,

2. Authorize the City Manager or her designee to prepare and execute all necessary documents.

BACKGROUND

The Successor Agency to the Redevelopment Agency of the City of Palmdale is currently in escrow to sell approximately 117 acres located at the southeast corner of Avenue M & 10th St West. Earlier this year, the City approved the development of a new one million square foot industrial building on the site. As part of the conditions of approval, the applicant is required to create a Joshua Tree Mitigation Plan and apply for an Incidental Take Permit (ITP) to the State of California Department of Fish and Wildlife (CDFW). The applicant hired FirstCarbon Solutions to prepare and process the various permits, environmental studies and surveys needed. The ITP application was submitted, and a draft ITP was approved by the CDFW earlier this year. Additionally, a Lake and Streambed Alteration Agreement is required along with a Regional Water Quality Control Board Waste Discharge Requirement application before construction can

commence. Approximately 90% of all the necessary environmental permitting for this project has been completed to date.

In May, the applicant informed the City of its decision to yield the construction of the project to a different development company. To ensure that there is no delay in the issuance of the final environmental permits, the City will be stepping in as the permit applicant. Staff is currently working with the initial applicant and CDFW to transfer the permit applications to the City of Palmdale.

DISCUSSION

Due to the time sensitive nature of the environmental permits and surveys, the City is looking to hire a consultant to complete the process. Over the past year, FirstCarbon Solutions has been working on the environmental applications and permits for this site. FirstCarbon Solutions has intimate knowledge of the site and understands the remaining items needed to complete the permitting process. Following procurement requirements, the city would be required to complete a competitive bid process to hire a consultant for this work. However, per municipal code 3.08.080 (B) Sole Source, the city has the ability to award a contract without competition when the Director of Finance determines that there is only one reasonable and practical source for the required service because of its uniqueness, quality, durability, availability and compatibility with existing city programs. The city has prepared a memo and has been approved by the Director of Finance in accordance with municipal code 3.08.080 (C). The memo indicates that it is in the best interest of the City to utilize the same consultant to save on cost and to avoid any delays in getting the necessary approvals. Although the City will be paying the cost to obtain the permits, the purchaser of the property has agreed to reimburse the City for the entire cost to secure the permits once the property closes escrow.

FISCAL IMPACT

The contract is for an amount not to exceed $229,300. The City will be reimbursed for a 100% of the costs incurred once the property closes escrow.

STRATEGIC PLAN

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

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

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

ATTACHMENTS

1. Consultant Services Agreement A-7959 with FirstCarbon Solutions

AGREEMENT NO. A-7959
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND FirstCarbon Solutions

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into this 31 day of May, 2022 by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and FirstCarbon Solutions (hereinafter called "CONSULTANT").

RECITALS

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

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

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

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

SCOPE OF WORK FOR ONGOING PERMITTING AND PRECONSTRUCTION PLANNING

Task 1: Protocol Breeding Season Burrowing Owl Survey and Report

Under this task, FCS will conduct protocol breeding season surveys for burrowing owl. Surveys will be conducted per California Department of Fish and Wildlife (CDFW 2012) protocol, which includes a minimum of four visits spaced throughout the breeding season for the species. FCS will sample the latter half of the breeding season, between late May and late July. FCS biologists will map burrows during the first visit and search for burrowing owls at those burrows in subsequent visits. Any burrowing owls or occupied burrows detected during the surveys will be recorded using a sub-meter GPS unit. The survey results will be summarized in a report per CDFW (2012) protocol and will be submitted to CDFW within 30 days of the conclusion of the surveys.

Assumptions

- FCS assumes that CDFW will accept the results of the survey with a partial sampling of the burrowing owl breeding season.

Task 2: Burrowing Owl Mitigation and Monitoring Plan

Burrowing owls have previously occupied the site and CDFW will likely require that the project Applicant submit a Burrowing Owl Mitigation and Monitoring Plan. The plan would summarize the biology of the western burrow owl, occurrence of burrowing owls on the project site, and measures to implement during the construction phase of the proposed project that would minimize impacts to burrowing owls. The Burrowing Owl Mitigation and Monitoring Plan would be submitted to CDFW for review. FCS assumes one round of comments to be addressed upon finalization of the document. Should further rounds of revisions be requested, it would be accomplished as an additional service not included in this Scope of Work.

Task 3: Protocol Rare Plant Survey and Report

Under this task, FCS Lead Biologist will conduct focused rare plant surveys for target rare plant species that could potentially occur on-site. Surveys will be conducted during the blooming period for each potentially occurring rare plant survey, to the extent possible. A total of three site visits will be conducted between late May and late June to sample the latter half of the flowering period for target species. Each visit will include visits to nearby reference populations. FCS biologists will map any populations observed on the project site with a sub-meter GPS unit. The survey results will be summarized in a report per CDFW (2018) protocol and will be submitted to CDFW within 30 days of the conclusion of the surveys.

Assumptions

- FCS assumes that CDFW will accept the results of the survey with a partial sampling of the blooming period of target plant species.

Task 4: Crotch's Bumblebee Survey and Report

At the request of CDFW, FCS Lead Biologist will conduct focused surveys for Crotch's bumblebee. This will include documentation of insect pollinators during surveys spaced throughout the spring and summer blooming period. FCS will conduct a minimum of three surveys that span the blooming period for potential host species. FCS will document the results of the survey in a report that will be submitted to CDFW within 30 days of the conclusion of the surveys.

Assumptions

- FCS assumes that CDFW will accept the results of the survey with a partial sampling of the blooming period of host plant species.

Task 5: Protocol Swainson's Hawk Survey and Report

Under this task and following the request of CDFW, FCS will conduct protocol surveys for Swainson's hawks. Surveys will be conducted per CDFW (2010) protocol, which includes a minimum of six visits spaced throughout the breeding season for the

species. FCS previously conducted a visit during Period I (January through March 30). FCS will conduct up to three additional visits during Period III (May 1-30) and three visits during Period IV (June 1 through July 15). During the surveys, FCS biologists will search for and map any Swainson's hawk nests on or within 5 miles of the project site. The survey results will be summarized in a report per CDFW (2010) protocol and will be submitted to CDFW within 30 days of the conclusion of the surveys.

Assumptions

- FCS assumes that CDFW will accept the results of the survey with a partial sampling of the Swainson's hawk breeding season.

Task 6. Joshua Tree Preservation Plan

FCS anticipates that CDFW will require a Joshua Tree Preservation Plan to be prepared to support the Incidental Take Permit application. FCS would revise the existing Joshua Tree Preservation Plan

previously approved by the City of Palmdale to include additional details for conservation of Joshua trees on the project, including methods for transplanting Joshua trees and monitoring their survival. This assumes minor revisions to the report. Should extensive revisions be needed due to the change in conservation status of the Joshua trees, a change order will be submitted.

Task 7: Habitat Restoration Plan (for CDFW ITP)

FCS anticipates that CDFW will require a Habitat Restoration Plan to be prepared to support the Incidental Take Permit and Section 1602 Lake and Streambed Alteration Agreement applications. The plan would address previously disturbed areas within on-site preservation areas as well as proposed transplant locations, and identified watering routes anticipated for transplantation efforts.

Task 8: Invasive Species Management Plan

FCS will prepare an Invasive Species Management Plan, as requested by CDFW, to support the Incidental Take Permit application. Under this task, biologists would collect additional data from the field identifying any invasive plant populations and distributions in on-site preservation areas. The Plan would include measures to ensure that novel non-native invasive weed species and Argentine Ants (collectively, pests) are not introduced into the Project Area or proliferate as a result of Covered Activities, which would include activities during the operation and maintenance phase. The Plan would also address pests that include, but are not limited to, those species within and surrounding the Project Area; those posing a threat to the Covered Species and desert plant communities; and those in the California Invasive Plant Council Invasive Plant Inventory (CalIPC Inventory). The Plan would address sources of pest introduction and establishment; measures to minimize the potential for pests

to enter and/or proliferate in the Project Area; methods to identify and eradicate weeds; and Best Management Practices to avoid and minimize adverse effects of control methods on the natural environment. Furthermore, the Plan would address the application and use of pesticides, herbicides and rodenticides in the Project Area.

Task 9: Mohave Ground Squirrel Mortality Reduction and Translocation Plan

FCS will prepare a Mohave Ground Squirrel (MGS) Mortality Reduction and Translocation Plan, as requested by CDFW, to be prepared to support the Incidental Take Permit application. The MGS Mortality Reduction and Translocation Plan would include, but not be limited to, trapping methodology; timing, description of the burrow excavation methods; release location(s); release methods (i.e., soft release, hard release, or some other method); and identification of a wildlife rehabilitation center or veterinary facility for injured animals.

Task 10: Special-Status Species Relocation Plan

FCS anticipates that CDFW will require a Special-status Species Relocation Plan be prepared to support the Incidental Take Permit application. The Plan would address protection measures for special-status species that could occur on the project site and are not addressed in other plans (western Joshua tree, Mohave ground squirrel, and burrowing owl are covered in other plans). This would include translocation, relocation, or other mitigation measures for rare plants and special-status wildlife. The Plan would be submitted to CDFW at least 30 days prior to the start of ground-disturbing construction activities.

Task 11: GIS Support for Field Implementation

Under this task, our GIS specialist will develop data collection forms and structures for accessing the GIS database from the field using phone-based applications. These apps, called Field Maps and Survey123, will allow FCS Biologists to navigate to previously recorded resources and make updates, as needed, as well as to record new resources, establish buffers around sensitive resources, and establishing boundaries around the on-site preservation area. New data will be collected as part of the ongoing surveys outline in the above tasks. Our GIS staff will create and manage the Arc GIS database which will also be utilized during the construction phase of the project.

Task 12: GIS Products and Analyses

Under this task, our GIS specialist will create GIS products and analyses for special-status species survey reports and plans requested by CDFW, as detailed in Tasks 1-10 above. This task does not include amendments to any previously prepared exhibits (for example exhibits associated with the ITP, LSAA, and WDR applications), rather this includes new exhibits to accompany new plans and survey reports.

Task 13: Amend Incidental Take Permit Application

To account for a new site plan with a new applicant, FCS will amend a third Incidental Take Permit (ITP) application within the CDFW Environmental Permit Information Management System (EPIMS) portal. Under this task, an FCS biologist will update information to the new applicant and replace the existing site plan. This also involves close coordination with the California Department Fish and Wildlife (CDFW) reviewing staff assigned to the permit application to ensure that they have a thorough understanding of the changes upon submittal. In addition, FCS biologist will conduct an onsite visit with CDFW staff, as requested, during processing of the ITP application to be available to answer questions.

Assumptions

- FCS assumes that the Project Applicant will provide a written statement to be provided to CDFW along with the amended application that acknowledges that no substantial changes have been altered to the site plan and that the extent of impacts remain the same as previously analyzed.
- FCS has an understanding that the project elements will not be altered from the previous project. Any alterations to the project design, infiltration basins and hydrology, temporary or permanent impacts, avoidance, minimization, and or mitigation measures due to new or unanticipated impacts, will require a change order.
- The amendment filing fees shall be included in the applications pursuant to the CDFW's most recent filing fees (based on project costs and/or total impact).
- Application fees will be provided by the Project Applicant.

Task 14: Amend CDFW Section 1602 Streambed Alteration Agreement Application

To account for a new site plan with a new applicant, our team will amend the Section 1602 Streambed Alteration Agreement application in the EPIMS portal for resubmittal to the CDFW. This task includes, but is not limited to, the updating of necessary state agency forms, new site plan, and new project applicant information. Similarly, this task also involves close coordination with the CDFW reviewing staff assigned to the permit application to ensure that they have a thorough understanding of the minimal changes upon submittal.

Assumptions

- FCS assumes that the Project Applicant will provide a written statement to be provided to CDFW along with the amended application that acknowledges that no substantial changes have been altered to the site plan and that the extent of impacts remain the same as previously analyzed. FCS has an

understanding that the project elements will not be altered from the previous project. Any alterations to the project design, infiltration basins and hydrology, temporary or permanent impacts, avoidance, minimization, and or mitigation measures due to new or unanticipated impacts, will require a change order.

- The amendment filing fees shall be included in the applications pursuant to the CDFW's most recent filing fees (based on project costs and/or total impact); application fees will be provided by the Project Applicant.

Task 15: Amend Regional Water Quality Control Board Application

To account for a new site plan with a new applicant, our team will amend the Regional Board Report of Waste Discharge application. This task includes, but is not limited to, the updating of necessary forms, new site plan, and new project applicant information. Similarly, this task also involves close coordination with the Regional Board reviewing staff assigned to the permit application to ensure that they have a thorough understanding of the minimal changes upon submittal.

Assumptions

- FCS assumes that the Project Applicant will provide a written statement to be provided to CDFW along with the amended application that acknowledges that no substantial changes have been altered to the site plan and that the extent of impacts remain the same as previously analyzed. FCS has an understanding that the project elements will not be altered from the previous project. Any alterations to the project design, infiltration basins and hydrology, temporary or permanent impacts, avoidance, minimization, and or mitigation measures due to new or unanticipated impacts, will require a change order.

- The amendment filing fees shall be included in the application pursuant to the Regional Boards' most recent filing fees (based on project costs and/or total impact); application fees will be provided by the Project Applicant.

Task 16: Regional Water Quality Control Board Alternatives Analysis

At the request of RWQCB, our team will prepare an Alternatives Analysis to include with the RWQCB Permit Application. The analysis will be a written letter report that follows the guidelines in the 2020 State Water Resources Control Board Draft Guidance for the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State. The Alternatives Analysis will be prepared in coordination with the RWQCB and will incorporate alternatives discussed with the board and with the Project Applicant.

Task 17: Habitat Restoration Plan (for RWQCB WDR)

At the request of RWQCB, our team will prepare a written Habitat Restoration Plan to include with the amended RWQCB WDR application. The plan will be prepared

according to Draft Guidance for the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State. The plan will detail the compensatory mitigation requirements for the project and outline how those requirements will be met by the Project Applicant. The plan will include existing mitigation and restoration efforts associated with the project ITP when applicable.

Task 18: Regulatory Approval Processing

Once the amended CDFW and RWQCB regulatory applications are submitted, our team will continue to provide services for the processing of those respective permits (assuming an Approved Jurisdictional Determination and acceptance of no substantial changes with the site plan) with RWQCB and CDFW. The processing shall include required correspondence or telephone calls between the reviewing staff related to the permit or points of clarification and coordination with the Project Applicant, as necessary.

Typically, agency comments are responded to via email and telephone response to comments per each application package. Should additional time for coordination be required, the Project Applicant will be notified, and work will continue on an approved contract augmentation.

Task 19: Regulatory Permitting Meetings

Our team will conduct a weekly regulatory permitting meeting to discuss status and updates. This task assumes hours for our entire project team including FCS management and FCS biologist as well as our regulatory specialists to attend (assumes four hours per month for four months). Our team may attend additional meetings on a time-and-material basis, under separate authorization.

Task 20: Worker Environmental Awareness Program

FCS will prepare a Worker Environmental Awareness Program (WEAP) PowerPoint presentation that would be utilized to provide training to all construction crews and contractors prior to the start of work on the proposed project. FCS will develop the WEAP training, which will include a review of the covered species and other sensitive resources that could exist in the project site, the locations of sensitive biological resources, their legal status and protections, and measures to be implemented for avoidance of these sensitive resources.

Task 21: Ongoing Project Management and Coordination

FCS project management team would immediately begin coordinating with the City and Applicant Team on field surveys, plans to be prepared, and conducting preconstruction focused project management activities. These day-to-day activities would be completed with an emphasis on closely working with City staff, Project Applicant, General Contractor, and internal Project Team regarding upcoming

preconstruction planning activities as well as ongoing technical and environmental documents requested by the regulators.

Task 22: Team Meetings

Under this task, FCS is anticipating regular meetings with the City of Palmdale, Applicant Team, and the internal Project Team associated with the change in applicant and new site plan. This task assumes hours incurred for key project personnel, including but not limited to project director, project manager, assistant project manager, and senior biologists.

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

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

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

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

2 CITY PROJECT MANAGER

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

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

Jason Brandman - Vice President/Director, Angela Wolfe - Project Manager

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

4 CONTRACT TERM

The term of this contract is ONE (1) years, commencing on June 15, 2022.

5 TAXES

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

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

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

6 PATENT FEES AND ROYALTIES

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

7 STANDARDS OF PERFORMANCE

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

8 CONSULTANT’S PERSONNEL

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

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

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

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of Two Hundred Twenty Nine Thousand Three Hundred dollars ($229300), payable as follows:

[CONTINUED ON NEXT PAGE]

Task	Fees
Task 1: Protocol Breeding Season Burrowing Owl Survey and Report	$16,800
Task 2: Burrowing Owl Mitigation and Monitoring Plan	$4,800
Task 3: Protocol Rare Plant Survey and Report	$3,800
Task 4: Crotch's Bumblebee Survey and Report	$13,100
Task 5: Protocol Swainson's Hawk Survey and Report	$19,400
Task 6: Joshua Tree Preservation Plan	$5,700
Task 7: Habitat Restoration Plan (for CDFW ITP)	$10,600
Task 8: Invasive Species Management Plan	$14,200
Task 9: Mohave Ground Squirrel Mortality Reduction and Translocation Plan	$14,800
Task 10: Special-Status Species Relocation Plan	$10,500
Task 11: GIS Support for Field Implementation	$11,000
Task 12: GIS Products and Analyses	$19,200
Task 13: Amend Incidental Take Permit Application	$8,900
Task 14: Amend CDFW Section 1602 Streambed Alteration Agreement Application	$9,600
Task 15: Amend Regional Water Quality Control Board Application	$7,400
Task 16: Regional Water Quality Control Board Alternatives Analysis	$8,500
Task 17: Habitat Restoration Plan (For RWQCB WDR)	$4,400
Task 18: Regulatory Approval Processing	$15,000
Task 19: Regulatory Permitting Meetings	$9,000
Task 20: Worker Environmental Awareness Program	$7,600
Task 21: Ongoing Project Management and Coordination	$8,500
Task 22: Team Meetings	$5,000
Directs	$1,500
Total Change Order	$229,300

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

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

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

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

10 INDEMNIFICATION

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

expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

11 INSURANCE

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

11.1.1 Workers’ Compensation and Employer’s Liability

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

11.1.2 Professional Liability (Errors & Omissions) Insurance*

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

11.1.3 Commercial General Liability

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

11.1.4 Commercial Automobile Liability

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

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

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

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

Palmdale Airport Authority, their officers, agents, employees and volunteers are named as additional insureds."

B. "Severability of Interest" clause.

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

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

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

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

11.8 Acceptable Proof of Insurance:

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

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

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

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

12 TERMINATION WITHOUT CAUSE

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

13 TERMINATION FOR CAUSE

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

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

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

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

13.4 If, after notice of termination of the Contract under the provisions of this Section 13, it is determined, for any reason, that CONSULTANT was not in default, or

that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 12.

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

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

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

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

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

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

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

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

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

18 FINANCIAL INTEREST CERTIFICATION

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

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

19 CONFLICT OF INTEREST

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

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

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

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

20 COMPLIANCE WITH LAW

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

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

21 NOTICES

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

22 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

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

23 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

Ronda Perez Date
Interim City Manager

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

APPROVE AS TO FORM:

Scott E. Porter
Acting City Attorney

ATTEST:

Shanae S. Smith
City Clerk

FirstCarbon Solutions:

C. Patrick Schultz Date
COO

ADDRESS FOR NOTICE:
FirstCarbon Solutions
967 Kendall Drive, #A-537
San Bernardino, CA 92407

ATTEST: If Corporation

Secretary

City Council Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-073, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLAN FOR GENERAL POSITIONS.**

ISSUE

Adopt Resolution No. CC 2022-073, A Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay Plan for General Positions.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2022-073 Amending the City's Classification and Pay Plan for General Positions.

BACKGROUND

The Human Resources Division monitors and evaluates positions within the organization and makes recommendations based on the needs of the City.

DISCUSSION

The City's Classification and Pay Plans are proposed to be updated to reflect the proposed Cost of Living Adjustment (COLA) of 2% and wage increase of 1%, for a total of 3%. Pending the adoption of the FY 2022-23 Annual Budget, the Classification & Pay Plans are being updated and require Council approval.

In addition, the California Public Employees' Retirement System (CalPERS) requires the City Council to approve Classification and Pay Plans. To comply with CalPERS guidelines, staff is submitting the Classification and Pay Plan for General positions for approval.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

C. Invest in staff and other human resource strategies to attract and retain a highly qualified, diverse, and creative workforce.

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, Acting City Attorney

ATTACHMENTS

1. Resolution No. CC 2022-073
2. Exhibit 1

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLAN FOR GENERAL POSITIONS

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

SECTION 1. The City's Classification and Pay Plan for General Positions is amended as set forth in the attached Exhibit #1.

SECTION 2. The City Clerk shall certify the passage and adoption of this resolution Amending the City's Classification and Pay Plan for General Positions. It is deemed to be effective July 4, 2022.

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SECTION 3. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 15th day of June, 2022.

Approved as to form:

Scott E. Porter
Acting City Attorney

Steven D. Hofbauer, Mayor

ATTEST:

Shanae S. Smith, City Clerk

I, Shanae S. Smith, 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 15th day of June, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

Effective July 4, 2022

CLASSIFICATION AND PAY PLAN – GENERAL POSITIONS
FY 2022 – 2023

TITLE	RANGE Hourly	RANGE #
Intern	$15.45- $17.43 per hour	14
Program Aide	$15.45- $17.43 per hour	14
Public Security Officer	$15.45- $17.43 per hour	14
Administrative Intern	$16.92 – $21.60 per hour	18
Records Management Clerk I	$16.92 – $21.60 per hour	18
Senior Public Security Officer	$16.92 – $21.60 per hour	18
Office Assistant I	$18.65 – $23.81 per hour	20
Records Management Clerk II	$18.65 – $23.81 per hour	20
SAVES Assistant	$20.57 – $26.25 per hour	22
Senior Records Management Clerk	$20.57 – $26.25 per hour	22
Neighborhood Compliance Officer	$22.68 – $28.95 per hour	24
Theater Operations Technician	$22.68 – $28.95 per hour	24
Senior Neighborhood Compliance Officer	$25.01 – $31.92 per hour	26
Theater Operations Coordinator	$25.01 – $31.92 per hour	26
Administrative Assistant	$26.25 – $33.50 per hour	27

TITLE	RANGE Monthly	RANGE #
Office Assistant I	$3,233 - $4,127	20
Account Clerk I	$3,565 - $4,550	22
Office Assistant II	$3,565 - $4,550	22
SAVES Assistant	$3,565 - $4,550	22
Account Clerk II	$3,931 - $5,018	24
Audio Technician	$3,931 - $5,018	24
Neighborhood Compliance Officer	$3,931 - $5,018	24
Public Safety Technician	$3,931 - $5,018	24
Records Management Specialist	$3,931 - $5,018	24
Community Compliance Aide I	$4,335 - $5,533	26
Community Service Officer	$4,335 - $5,533	26
Development Technician I	$4,335 - $5,533	26
Information Technology Technician I	$4,335 - $5,533	26
Senior Account Clerk	$4,335 - $5,533	26
Theater Operations Coordinator	$4,335 - $5,533	26
Administrative Assistant	$4,550 - $5,810	27
Management Aide	$4,550 - $5,810	27
Business License Coordinator	$4,777 - $6,101	28
Community Compliance Aide II	$4,777 - $6,101	28
Community Development Technician II	$4,777 - $6,101	28
Financial Technician	$4,777 - $6,101	28
Information Technology Technician II	$4,777 - $6,101	28

Effective July 4, 2022

TITLE	RANGE Monthly	RANGE #
Payroll Specialist	$4,777 - $6,101	28
Public Safety Specialist	$4,777 - $6,101	28
Housing Technician	$5,018 - $6,405	29
SAVES Coordinator	$5,018 - $6,405	29
Senior Administrative Assistant	$5,018 - $6,405	29
Senior Community Development Technician	$5,018 - $6,405	29
Supervising Public Security Officer	$5,018 - $6,405	29
Building Inspector I	$5,271 - $6,725	30
Economic Development Coordinator	$5,271 - $6,725	30
Engineering Technician I	$5,271 - $6,725	30
Plan Reviewer Aide	$5,271 - $6,725	30
Planning Aide	$5,271 - $6,725	30
Public Art Coordinator	$5,271 - $6,725	30
Public Works Inspector I	$5,271 - $6,725	30
Recreation Coordinator	$5,271 - $6,725	30
Senior Payroll Specialist	$5,271 - $6,725	30
Buyer	$5,533 - $7,062	31
City Council Legislative Aide	$5,533 - $7,062	31
Code Enforcement Officer I	$5,533 - $7,062	31
Community Compliance Specialist	$5,533 - $7,062	31
Deputy City Clerk	$5,533 - $7,062	31
Digital Media Specialist	$5,533 - $7,062	31
Environmental Compliance Inspector	$5,533 - $7,062	31
Executive Assistant	$5,533 - $7,062	31
Human Resources Specialist	$5,533 - $7,062	31
Neighborhood Services Specialist	$5,533 - $7,062	31
Traffic Signal & Streetlight Technician I	$5,533 - $7,062	31
Assistant Planner	$5,810 - $7,415	32
Building Inspector II	$5,810 - $7,415	32
Engineering Technician II	$5,810 - $7,415	32
Information Technology Specialist	$5,810 - $7,415	32
Public Works Inspector II	$5,810 - $7,415	32
Supervising Community Development Technician	$5,810 - $7,415	32
Assistant Engineer I	$6,101 - $7,786	33
Code Enforcement Officer II	$6,101 - $7,786	33
Collection System Maintenance Planner	$6,101 - $7,786	33
Community Compliance Coordinator	$6,101 - $7,786	33
GIS Analyst	$6,101 - $7,786	33
Human Resources Analyst I	$6,101 - $7,786	33
Legal & Risk Assistant	$6,101 - $7,786	33
Management Analyst I	$6,101 - $7,786	33
Recreation Supervisor	$6,101 - $7,786	33
Senior Buyer	$6,101 - $7,786	33
Traffic Signal & Streetlight Technician II	$6,101 - $7,786	33
Associate Planner	$6,405 - $8,174	34
Plan Reviewer	$6,405 - $8,174	34
Senior Building Inspector	$6,405 - $8,174	34
Senior Engineering Technician	$6,405 - $8,174	34
Senior Public Works Inspector	$6,405 - $8,174	34

Effective July 4, 2022

TITLE	RANGE Monthly	RANGE #
Assistant Engineer II	$6,725 - $8,583	35
Assessment District Specialist	$6,725 - $8,583	35
City Council Chief of Staff	$6,725 - $8,583	35
Community Programs Coordinator	$6,725 - $8,583	35
Financial Analyst	$6,725 - $8,583	35
Housing Coordinator	$6,725 - $8,583	35
Human Resources Analyst II	$6,725 - $8,583	35
Information Technology Analyst I	$6,725 - $8,583	35
Maintenance Asset Analyst	$6,725 - $8,583	35
Management Analyst II	$6,725 - $8,583	35
Marketing & Digital Specialist	$6,725 - $8,583	35
Media Production Specialist	$6,725 - $8,583	35
Paralegal	$6,725 - $8,583	35
Senior Code Enforcement Officer	$6,725 - $8,583	35
Senior Traffic Signal & Streetlight Technician	$6,725 - $8,583	35
Water Park Supervisor	$6,725 - $8,583	35
Collection System Superintendent	$7,062 - $9,012	36
Community Compliance Supervisor	$7,062 - $9,012	36
Facilities Superintendent	$7,062 - $9,012	36
Fleet Superintendent	$7,062 - $9,012	36
Parks Superintendent	$7,062 - $9,012	36
Public Safety Supervisor	$7,062 - $9,012	36
Senior Financial Analyst	$7,062 - $9,012	36
Senior Plan Reviewer	$7,062 - $9,012	36
Urban Grounds and Green Spaces Superintendent	$7,062 - $9,012	36
Associate Engineer	$7,415 - $9,455	37
Information Technology Analyst II	$7,415 - $9,455	37
Public Works Project Manager	$7,415 - $9,455	37
Senior Housing Coordinator	$7,415 - $9,455	37
Senior Human Resources Analyst	$7,415 - $9,455	37
Senior Management Analyst	$7,415 - $9,455	37
Senior Planner	$7,415 - $9,455	37
Supervising Building Inspector	$7,415 - $9,455	37
Supervising Financial Analyst	$7,415 - $9,455	37
Supervising Public Works Inspector	$7,415 - $9,455	37
Budget Officer	$7,786 - $9,935	38
Deputy Public Information Officer	$7,786 - $9,935	38
Diversity, Equity & Inclusion Specialist	$7,786 - $9,935	38
GIS Coordinator	$7,786 - $9,935	38
Purchasing/Risk Manager	$7,786 - $9,935	38
Safety Officer	$7,786 - $9,935	38
Street Superintendent	$7,786 - $9,935	38
Traffic Signal & Streetlight Manager	$7,786 - $9,935	38
Senior Information Technology Analyst	$8,174 - $10,433	39
Senior Public Works Project Manager	$8,174 - $10,433	39

Effective July 4, 2022

TITLE	RANGE Monthly	RANGE #
Assistant Finance Manager	$8,583 - $10,955	40
Community Compliance Manager	$8,583 - $10,955	40
Community Programs Manager	$8,583 - $10,955	40
Deputy City Attorney	$8,583 - $10,955	40
Emergency Services Administrator	$8,583 - $10,955	40
Energy Resources Manager	$8,583 - $10,955	40
Engineering Manager	$8,583 - $10,955	40
Environmental Resources Manager	$8,583 - $10,955	40
Housing Manager	$8,583 - $10,955	40
Principal Planner	$8,583 - $10,955	40
Recreation Manager	$8,583 - $10,955	40
Senior Civil Engineer	$8,583 - $10,955	40
Assistant to the City Manager	$9,012- $11,502	41
City Clerk	$9,012- $11,502	41
Communication and Public Information Officer	$9,012- $11,502	41
Building Official	$9,455 - $12,078	42
Economic Development Manager	$9,455 - $12,078	42
Information Technology Manager	$9,455 - $12,078	42
Maintenance Services Manager	$9,455 - $12,078	42
Capital Improvement Program Manager	$10,433 - $13,315	44
Finance Manager	$10,433 - $13,315	44
Human Resources Manager	$10,433 - $13,315	44
Planning Manager	$10,433 - $13,315	44
Traffic Engineer	$10,433 - $13,315	44
Deputy Director of Economic & Community Development	$10,955 - $13,981	45
Deputy Director of Finance	$10,955 - $13,981	45
Deputy Director of Parks & Recreation	$10,955 - $13,981	45
Assistant City Attorney	$12,078 - $15,415	47
City Engineer	$12,078 - $15,415	47
Deputy Director of Public Works	$12,078 - $15,415	47
Deputy City Manager	$12,681 - $16,186	48
Director of Economic & Community Development	$12,681 - $16,186	48
Director of Finance	$12,681 - $16,186	48
Director of Neighborhood Services	$12,681 - $16,186	48
Director of Parks & Recreation	$12,681 - $16,186	48
Director of Public Works	$15,415 - $19,673	52
Assistant City Manager	$17,845 - $22,774	55

TITLE	Monthly - Contract
City Manager	$25,925
City Attorney	$17,425

City of Palmdale
Hourly Wage Range/Step Schedule - General Positions
Effective July 4, 2022

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	15.45	16.12	16.92	17.43
15	15.00	15.45	16.12	16.92	17.77	18.65
16	15.45	16.12	16.92	17.77	18.65	19.60
17	16.12	16.92	17.77	18.65	19.60	20.57
18	16.92	17.77	18.65	19.60	20.57	21.60
19	17.77	18.65	19.60	20.57	21.60	22.68
20	18.65	19.60	20.57	21.60	22.68	23.81
21	19.60	20.57	21.60	22.68	23.81	25.01
22	20.57	21.60	22.68	23.81	25.01	26.25
23	21.60	22.68	23.81	25.01	26.25	27.56
24	22.68	23.81	25.01	26.25	27.56	28.95
25	23.81	25.01	26.25	27.56	28.95	30.41
26	25.01	26.25	27.56	28.95	30.41	31.92
27	26.25	27.56	28.95	30.41	31.92	33.52
28	27.56	28.95	30.41	31.92	33.52	35.20
29	28.95	30.41	31.92	33.52	35.20	36.95
30	30.41	31.92	33.52	35.20	36.95	38.80
31	31.92	33.52	35.20	36.95	38.80	40.74
32	33.52	35.20	36.95	38.80	40.74	42.78
33	35.20	36.95	38.80	40.74	42.78	44.92
34	36.95	38.80	40.74	42.78	44.92	47.16
35	38.80	40.74	42.78	44.92	47.16	49.52
36	40.74	42.78	44.92	47.16	49.52	51.99
37	42.78	44.92	47.16	49.52	51.99	54.55
38	44.92	47.16	49.52	51.99	54.55	57.32
39	47.16	49.52	51.99	54.55	57.32	60.19
40	49.52	51.99	54.55	57.32	60.19	63.20
41	51.99	54.55	57.32	60.19	63.20	66.36
42	54.55	57.32	60.19	63.20	66.36	69.68
43	57.32	60.19	63.20	66.36	69.68	73.16
44	60.19	63.20	66.36	69.68	73.16	76.82
45	63.20	66.36	69.68	73.16	76.82	80.66
46	66.36	69.68	73.16	76.82	80.66	84.70
47	69.68	73.16	76.82	80.66	84.70	88.93
48	73.16	76.82	80.66	84.70	88.93	93.38
49	76.82	80.66	84.70	88.93	93.38	98.04
50	80.66	84.70	88.93	93.38	98.04	102.95
51	84.70	88.93	93.38	98.04	102.95	108.10
52	88.93	93.38	98.04	102.95	108.10	113.50
53	93.38	98.05	102.95	108.10	113.50	119.17
54	98.05	102.95	108.10	113.50	119.17	125.13
55	102.95	108.10	113.50	119.17	125.13	131.39
56	108.10	113.50	119.17	125.13	131.39	137.96
57	113.50	119.17	125.13	131.39	137.96	144.86
58	119.17	125.13	131.39	137.96	144.86	152.10
59	125.13	131.39	137.96	144.86	152.10	159.70
60	131.39	137.96	144.86	152.10	159.70	167.69
61	137.96	144.86	152.10	159.70	167.69	176.08
62	144.86	152.10	159.70	167.69	176.08	184.87
63	152.10	159.70	167.69	176.08	184.87	194.12

City of Palmdale
Bi-weekly Wage Range/Step Schedule - General Positions
Effective July 4, 2022

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	1,236.00	1,289.60	1,353.60	1,394.40
15	N/A	1,236.00	1,289.60	1,353.60	1,421.60	1,492.00
16	1,236.00	1,289.60	1,353.60	1,421.60	1,492.00	1,568.00
17	1,289.60	1,353.60	1,421.60	1,492.00	1,568.00	1,645.60
18	1,353.60	1,421.60	1,492.00	1,568.00	1,645.60	1,728.00
19	1,421.60	1,492.00	1,568.00	1,645.60	1,728.00	1,814.40
20	1,492.00	1,568.00	1,645.60	1,728.00	1,814.40	1,904.80
21	1,568.00	1,645.60	1,728.00	1,814.40	1,904.80	2,000.80
22	1,645.60	1,728.00	1,814.40	1,904.80	2,000.80	2,100.00
23	1,728.00	1,814.40	1,904.80	2,000.80	2,100.00	2,204.80
24	1,814.40	1,904.80	2,000.80	2,100.00	2,204.80	2,316.00
25	1,904.80	2,000.80	2,100.00	2,204.80	2,316.00	2,432.80
26	2,000.80	2,100.00	2,204.80	2,316.00	2,432.80	2,553.60
27	2,100.00	2,204.80	2,316.00	2,432.80	2,553.60	2,681.60
28	2,204.80	2,316.00	2,432.80	2,553.60	2,681.60	2,816.00
29	2,316.00	2,432.80	2,553.60	2,681.60	2,816.00	2,956.00
30	2,432.80	2,553.60	2,681.60	2,816.00	2,956.00	3,104.00
31	2,553.60	2,681.60	2,816.00	2,956.00	3,104.00	3,259.20
32	2,681.60	2,816.00	2,956.00	3,104.00	3,259.20	3,422.40
33	2,816.00	2,956.00	3,104.00	3,259.20	3,422.40	3,593.60
34	2,956.00	3,104.00	3,259.20	3,422.40	3,593.60	3,772.80
35	3,104.00	3,259.20	3,422.40	3,593.60	3,772.80	3,961.60
36	3,259.20	3,422.40	3,593.60	3,772.80	3,961.60	4,159.20
37	3,422.40	3,593.60	3,772.80	3,961.60	4,159.20	4,364.00
38	3,593.60	3,772.80	3,961.60	4,159.20	4,364.00	4,585.60
39	3,772.80	3,961.60	4,159.20	4,364.00	4,585.60	4,815.20
40	3,961.60	4,159.20	4,364.00	4,585.60	4,815.20	5,056.00
41	4,159.20	4,364.00	4,585.60	4,815.20	5,056.00	5,308.80
42	4,364.00	4,585.60	4,815.20	5,056.00	5,308.80	5,574.40
43	4,585.60	4,815.20	5,056.00	5,308.80	5,574.40	5,852.80
44	4,815.20	5,056.00	5,308.80	5,574.40	5,852.80	6,145.60
45	5,056.00	5,308.80	5,574.40	5,852.80	6,145.60	6,452.80
46	5,308.80	5,574.40	5,852.80	6,145.60	6,452.80	6,776.00
47	5,574.40	5,852.80	6,145.60	6,452.80	6,776.00	7,114.40
48	5,852.80	6,145.60	6,452.80	6,776.00	7,114.40	7,470.40
49	6,145.60	6,452.80	6,776.00	7,114.40	7,470.40	7,843.20
50	6,452.80	6,776.00	7,114.40	7,470.40	7,843.20	8,236.00
51	6,776.00	7,114.40	7,470.40	7,843.20	8,236.00	8,648.00
52	7,114.40	7,470.40	7,843.20	8,236.00	8,648.00	9,080.00
53	7,470.40	7,844.00	8,236.00	8,648.00	9,080.00	9,533.60
54	7,844.00	8,236.00	8,648.00	9,080.00	9,533.60	10,010.40
55	8,236.00	8,648.00	9,080.00	9,533.60	10,010.40	10,511.20
56	8,648.00	9,080.00	9,533.60	10,010.40	10,511.20	11,036.80
57	9,080.00	9,533.60	10,010.40	10,511.20	11,036.80	11,588.80
58	9,533.60	10,010.40	10,511.20	11,036.80	11,588.80	12,168.00
59	10,010.40	10,511.20	11,036.80	11,588.80	12,168.00	12,776.00
60	10,511.20	11,036.80	11,588.80	12,168.00	12,776.00	13,415.20
61	11,036.80	11,588.80	12,168.00	12,776.00	13,415.20	14,086.40
62	11,588.80	12,168.00	12,776.00	13,415.20	14,086.40	14,789.60
63	12,168.00	12,776.00	13,415.20	14,086.40	14,789.60	15,529.60

City of Palmdale
Monthly Wage Range/Step Schedule - General Positions
Effective July 4, 2022

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	2,678	2,794	2,933	3,021
15	N/A	2,678	2,794	2,933	3,080	3,233
16	2,678	2,794	2,933	3,080	3,233	3,397
17	2,794	2,933	3,080	3,233	3,397	3,565
18	2,933	3,080	3,233	3,397	3,565	3,744
19	3,080	3,233	3,397	3,565	3,744	3,931
20	3,233	3,397	3,565	3,744	3,931	4,127
21	3,397	3,565	3,744	3,931	4,127	4,335
22	3,565	3,744	3,931	4,127	4,335	4,550
23	3,744	3,931	4,127	4,335	4,550	4,777
24	3,931	4,127	4,335	4,550	4,777	5,018
25	4,127	4,335	4,550	4,777	5,018	5,271
26	4,335	4,550	4,777	5,018	5,271	5,533
27	4,550	4,777	5,018	5,271	5,533	5,810
28	4,777	5,018	5,271	5,533	5,810	6,101
29	5,018	5,271	5,533	5,810	6,101	6,405
30	5,271	5,533	5,810	6,101	6,405	6,725
31	5,533	5,810	6,101	6,405	6,725	7,062
32	5,810	6,101	6,405	6,725	7,062	7,415
33	6,101	6,405	6,725	7,062	7,415	7,786
34	6,405	6,725	7,062	7,415	7,786	8,174
35	6,725	7,062	7,415	7,786	8,174	8,583
36	7,062	7,415	7,786	8,174	8,583	9,012
37	7,415	7,786	8,174	8,583	9,012	9,455
38	7,786	8,174	8,583	9,012	9,455	9,935
39	8,174	8,583	9,012	9,455	9,935	10,433
40	8,583	9,012	9,455	9,935	10,433	10,955
41	9,012	9,455	9,935	10,433	10,955	11,502
42	9,455	9,935	10,433	10,955	11,502	12,078
43	9,935	10,433	10,955	11,502	12,078	12,681
44	10,433	10,955	11,502	12,078	12,681	13,315
45	10,955	11,502	12,078	12,681	13,315	13,981
46	11,502	12,078	12,681	13,315	13,981	14,681
47	12,078	12,681	13,315	13,981	14,681	15,415
48	12,681	13,315	13,981	14,681	15,415	16,186
49	13,315	13,981	14,681	15,415	16,186	16,994
50	13,981	14,681	15,415	16,186	16,994	17,845
51	14,681	15,415	16,186	16,994	17,845	18,737
52	15,415	16,186	16,994	17,845	18,737	19,673
53	16,186	16,995	17,845	18,737	19,673	20,656
54	16,995	17,845	18,737	19,673	20,656	21,689
55	17,845	18,737	19,673	20,656	21,689	22,774
56	18,737	19,673	20,656	21,689	22,774	23,913
57	19,673	20,656	21,689	22,774	23,913	25,109
58	20,656	21,689	22,774	23,913	25,109	26,364
59	21,689	22,774	23,913	25,109	26,364	27,681
60	22,774	23,913	25,109	26,364	27,681	29,066
61	23,913	25,109	26,364	27,681	29,066	30,521
62	25,109	26,364	27,681	29,066	30,521	32,044
63	26,364	27,681	29,066	30,521	32,044	33,647

City of Palmdale
Yearly Wage Range/Step Schedule - General Positions
Effective July 4, 2022

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	32,136	33,530	35,194	36,254
15	N/A	32,136	33,530	35,194	36,962	38,792
16	32,136	33,530	35,194	36,962	38,792	40,768
17	33,530	35,194	36,962	38,792	40,768	42,786
18	35,194	36,962	38,792	40,768	42,786	44,928
19	36,962	38,792	40,768	42,786	44,928	47,174
20	38,792	40,768	42,786	44,928	47,174	49,525
21	40,768	42,786	44,928	47,174	49,525	52,021
22	42,786	44,928	47,174	49,525	52,021	54,600
23	44,928	47,174	49,525	52,021	54,600	57,325
24	47,174	49,525	52,021	54,600	57,325	60,216
25	49,525	52,021	54,600	57,325	60,216	63,253
26	52,021	54,600	57,325	60,216	63,253	66,394
27	54,600	57,325	60,216	63,253	66,394	69,722
28	57,325	60,216	63,253	66,394	69,722	73,216
29	60,216	63,253	66,394	69,722	73,216	76,856
30	63,253	66,394	69,722	73,216	76,856	80,704
31	66,394	69,722	73,216	76,856	80,704	84,739
32	69,722	73,216	76,856	80,704	84,739	88,982
33	73,216	76,856	80,704	84,739	88,982	93,434
34	76,856	80,704	84,739	88,982	93,434	98,093
35	80,704	84,739	88,982	93,434	98,093	103,002
36	84,739	88,982	93,434	98,093	103,002	108,139
37	88,982	93,434	98,093	103,002	108,139	113,464
38	93,434	98,093	103,002	108,139	113,464	119,226
39	98,093	103,002	108,139	113,464	119,226	125,195
40	103,002	108,139	113,464	119,226	125,195	131,456
41	108,139	113,464	119,226	125,195	131,456	138,029
42	113,464	119,226	125,195	131,456	138,029	144,934
43	119,226	125,195	131,456	138,029	144,934	152,173
44	125,195	131,456	138,029	144,934	152,173	159,786
45	131,456	138,029	144,934	152,173	159,786	167,773
46	138,029	144,934	152,173	159,786	167,773	176,176
47	144,934	152,173	159,786	167,773	176,176	184,974
48	152,173	159,786	167,773	176,176	184,974	194,230
49	159,786	167,773	176,176	184,974	194,230	203,923
50	167,773	176,176	184,974	194,230	203,923	214,136
51	176,176	184,974	194,230	203,923	214,136	224,848
52	184,974	194,230	203,923	214,136	224,848	236,080
53	194,230	203,944	214,136	224,848	236,080	247,874
54	203,944	214,136	224,848	236,080	247,874	260,270
55	214,136	224,848	236,080	247,874	260,270	273,291
56	224,848	236,080	247,874	260,270	273,291	286,957
57	236,080	247,874	260,270	273,291	286,957	301,309
58	247,874	260,270	273,291	286,957	301,309	316,368
59	260,270	273,291	286,957	301,309	316,368	332,176
60	273,291	286,957	301,309	316,368	332,176	348,795
61	286,957	301,309	316,368	332,176	348,795	366,246
62	301,309	316,368	332,176	348,795	366,246	384,530
63	316,368	332,176	348,795	366,246	384,530	403,770

City Council Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-074, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLAN FOR BARGAINING UNIT POSITIONS.**

ISSUE

Adopt Resolution No. CC 2022-074, A Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay Plan for Bargaining Unit Positions.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2022-074 Amending the City's Classification and Pay Plan for Bargaining Unit Positions.

BACKGROUND

The Human Resources Division monitors and evaluates positions within the organization and makes recommendations based on the needs of the City.

DISCUSSION

The City's Classification and Pay Plans are proposed to be updated to reflect the proposed Cost of Living Adjustment (COLA) of 2% and wage increase of 1%, for a total of 3% for FY 2022-23. Pending the adoption of the FY 2022-23 Annual Budget, the Classification & Pay Plans are being updated and require Council approval.

In addition, the California Public Employees' Retirement System (CalPERS) requires the City Council to approve Classification and Pay Plans. To comply with CalPERS guidelines, staff is submitting the Classification and Pay Plan for General positions for approval.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

C. Invest in staff and other human resource strategies to attract and retain a highly qualified, diverse, and creative workforce.

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, Acting City Attorney

ATTACHMENTS

1. Resolution No. CC 2022-074
2. Exhibit 1

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLAN FOR BARGAINING UNIT POSITIONS

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

SECTION 1. The City's Classification and Pay Plan for Bargaining Unit Positions is amended as set forth in the attached Exhibit #1.

SECTION 2. The City Clerk shall certify the passage and adoption of this resolution Amending the City's Classification and Pay Plan for Bargaining Unit Positions. It is deemed to be effective July 4, 2022.

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SECTION 3. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 15th day of June, 2022.

Approved as to form:

Scott E. Porter
Acting City Attorney

Steven D. Hofbauer, Mayor

ATTEST:

Shanae S. Smith, City Clerk

I, Shanae S. Smith, 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 15th day of June, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

CITY OF PALMDALE

CLASSIFICATION AND PAY PLAN – BARGAINING UNIT POSITIONS
FY 2022 – 2023

TITLE	RANGE Hourly	RANGE #
Maintenance Helper	$15.64 - $18.11 per hour	14

TITLE	RANGE Monthly	RANGE #
Custodian I	$3,633 - $4,638	22
Maintenance Worker I	$3,633 - $4,638	22
Collection System Operator I	$4,006 - $5,113	24
Custodian II	$4,006 - $5,113	24
Maintenance Worker II	$4,006 - $5,113	24
Collection System Operator II	$4,417 - $5,639	26
Equipment Operator	$5,113 - $6,526	29
Landscape Inspector	$5,113 - $6,526	29
Lead Custodian	$5,113 - $6,526	29
Maintenance Leadworker	$5,113 - $6,526	29
Maintenance Specialist	$5,113 - $6,526	29
Senior Collection System Operator	$5,113 - $6,526	29
Heavy Equipment Operator	$5,639 - $7,197	31
Senior Maintenance Specialist	$5,639 - $7,197	31

City of Palmdale
Hourly Wage Range/Step Schedule - Bargaining Unit Positions
Effective July 4, 2022

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	15.64	16.42	17.25	18.11
22	20.96	22.01	23.11	24.27	25.48	26.76
24	23.11	24.27	25.48	26.76	28.09	29.50
26	25.48	26.76	28.09	29.50	30.98	32.53
29	29.50	30.98	32.53	34.15	35.86	37.65
31	32.53	34.15	35.86	37.65	39.54	41.52

City of Palmdale
Bi-Weekly Range/Step Schedule - Bargaining Unit Positions
Effective July 4, 2022

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	1,251.20	1,313.60	1,380.00	1,448.80
22	1,676.80	1,760.80	1,848.80	1,941.60	2,038.40	2,140.80
24	1,848.80	1,941.60	2,038.40	2,140.80	2,247.20	2,360.00
26	2,038.40	2,140.80	2,247.20	2,360.00	2,478.40	2,602.40
29	2,360.00	2,478.40	2,602.40	2,732.00	2,868.80	3,012.00
31	2,602.40	2,732.00	2,868.80	3,012.00	3,163.20	3,321.60

City of Palmdale
Monthly Wage Range/Step Schedule - Bargaining Unit Positions
Effective July 4, 2022

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	2,711	2,846	2,990	3,139
22	3,633	3,815	4,006	4,207	4,417	4,638
24	4,006	4,207	4,417	4,638	4,869	5,113
26	4,417	4,638	4,869	5,113	5,370	5,639
29	5,113	5,370	5,639	5,919	6,216	6,526
31	5,639	5,919	6,216	6,526	6,854	7,197

City of Palmdale
Yearly Wage Range/Step Schedule - Bargaining Unit Positions
Effective July 4, 2022

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	32,531	34,154	35,880	37,669
22	43,597	45,781	48,069	50,482	52,998	55,661
24	48,069	50,482	52,998	55,661	58,427	61,360
26	52,998	55,661	58,427	61,360	64,438	67,662
29	61,360	64,438	67,662	71,032	74,589	78,312
31	67,662	71,032	74,589	78,312	82,243	86,362

City Council Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-075, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLAN FOR PARKS & RECREATION UNBENEFITEDS POSITIONS.**

ISSUE

Adopt Resolution No. CC 2022-075, A Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay Plan for Parks & Recreation unbenefited positions.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2022-075 Amending the City's Classification and Pay Plan for Parks & Recreation unbenefited positions.

BACKGROUND

The Human Resources Division monitors and evaluates positions within the organization and makes recommendations based on the needs of the City.

DISCUSSION

The City's Classification and Pay Plans are proposed to be updated to reflect the proposed Cost of Living Adjustment (COLA) of 2% and wage increase of 1%, for a total of 3% for FY 2022-23. Pending the adoption of the FY 2022-23 Annual Budget, the Classification & Pay Plans are being updated and require Council approval.

In addition, the California Public Employees' Retirement System (CalPERS) requires the City Council to approve Classification and Pay Plans. To comply with CalPERS guidelines, staff is submitting the Classification and Pay Plan for General positions for approval.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

C. Invest in staff and other human resource strategies to attract and retain a highly qualified, diverse, and creative workforce.

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, Acting City Attorney

ATTACHMENTS

1. Resolution No. CC 2022-075
2. Exhibit 1

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLAN FOR PARKS AND RECREATION UNBENEFITED POSITIONS

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

SECTION 1. The City's Classification and Pay Plan for Parks and Recreation Unbenefited Positions is amended as set forth in the attached Exhibit #1 and Exhibit #2.

SECTION 2. The City Clerk shall certify the passage and adoption of this resolution Amending the City's Classification and Pay Plan for Parks and Recreation Unbenefited Positions. It is deemed to be effective July 4, 2022.

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SECTION 3. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 15th day of June, 2022.

Approved as to form:

Scott E. Porter
Acting City Attorney

Steven D. Hofbauer, Mayor

ATTEST:

Shanae S. Smith, City Clerk

I, Shanae S. Smith, 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 15th day of June, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____

Shanae S. Smith, City Clerk

CLASSIFICATION AND PAY PLAN
PARKS AND RECREATION UNBENEFITED POSITIONS
FY 2022 – 2023

TITLE	RANGE Hourly	RANGE #
Program Leader I	$16.48 - $18.17 per hour	1
Program Leader II	$17.30 - $19.08 per hour	2
Lifeguard I	$17.30 - $19.08 per hour	2
Stage Assistant I	$17.30 - $19.08 per hour	2
Lifeguard II	$18.17 - $20.03 per hour	3
Stage Assistant II	$18.17 - $20.03 per hour	3
Senior Program Leader	$20.03 - $22.08 per hour	4
Senior Lifeguard	$20.03 - $22.08 per hour	4
Stage Assistant III	$20.03 - $22.08 per hour	4
Head Lifeguard	$21.03 - $23.19 per hour	5
Senior Stage Assistant	$21.03 - $23.19 per hour	5

City of Palmdale
Hourly Wage Range/Step Schedule
Parks And Recreation Unbenefited Positions
Effective July 4, 2022

Range	Step A	Step B	Step C
1	16.48	17.30	18.17
2	17.30	18.17	19.08
3	18.17	19.08	20.03
4	20.03	21.03	22.08
5	21.03	22.08	23.19

City Council Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-076, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLAN FOR "Y" RATED POSITIONS.**

ISSUE

Adopt Resolution No. CC 2022-076, A Resolution of the City Council of the City of Palmdale Amending the City's Classification and Pay Plan for "Y" Rated positions.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2022-076 Amending the City's Classification and Pay Plan for "Y" Rated positions.

BACKGROUND

The Human Resources Division monitors and evaluates positions within the organization and makes recommendations based on the needs of the City.

DISCUSSION

The City's Classification and Pay Plans are proposed to be updated to reflect the proposed Cost of Living Adjustment (COLA) of 2% and wage increase of 1%, for a total of 3% for FY 2022-23. Pending the adoption of the FY 2022-23 Annual Budget, the Classification & Pay Plans are being updated and require Council approval.

In addition, the California Public Employees' Retirement System (CalPERS) requires the City Council to approve Classification and Pay Plans. To comply with CalPERS guidelines, staff is submitting the Classification and Pay Plan for General positions for approval.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

C. Invest in staff and other human resource strategies to attract and retain a highly qualified, diverse, and creative workforce.

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, Acting City Attorney

ATTACHMENTS

1. Resolution No. CC 2022-076
2. Exhibit 1

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ESTABLISHING THE CITY'S CLASSIFICATION AND PAY PLAN FOR "Y" RATED POSITIONS

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

SECTION 1. The City's Classification and Pay Plan for "Y" Rated Positions is amended as set forth in Exhibit #1.

SECTION 2. The City Clerk shall certify the passage and adoption of this resolution Establishing the City's Classification and Pay Plan for "Y" Rated Positions. It is deemed to be effective July 4, 2022.

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SECTION 3. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 15th day of June, 2022.

Approved as to form:

Scott E. Porter
Acting City Attorney

Steven D. Hofbauer, Mayor

ATTEST:

Shanae S. Smith, City Clerk

I, Shanae S. Smith, 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 15th day of June, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

CITY OF PALMDALE
CLASSIFICATION AND PAY PLAN – "Y" Rated Positions
FY 2022-2023

TITLE	RANGE Hourly	RANGE #
Senior Stage Assistant	$22.45 - $23.82 per hour	7

City of Palmdale
Hourly Wage Range/Step Schedule - "Y" Rated Positions
Effective July 4, 2022

Range	Step A	Step B	Step C	Step D	Step E	Step F
7	22.45	23.13	23.82	N/A	N/A	N/A

City of Palmdale
Bi-weekly Wage Range/Step Schedule - "Y" Rated Positions
Effective July 4, 2022

Range	Step A	Step B	Step C	Step D	Step E	Step F
7	1,796.00	1,850.40	1,905.60	N/A	N/A	N/A

City of Palmdale
Monthly Wage Range/Step Schedule - "Y" Rated Positions
Effective July 4, 2022

Range	Step A	Step B	Step C	Step D	Step E	Step F
7	3,891	4,009	4,129	N/A	N/A	N/A

City of Palmdale
Yearly Wage Range/Step Schedule - "Y" Rated Positions
Effective July 4, 2022

Range	Step A	Step B	Step C	Step D	Step E	Step F
7	46,696	48,110	49,546	N/A	N/A	N/A

Joint Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**
HONORABLE CHAIR AND COMMISSIONERS
HONORABLE CHAIR AND MEMBERS
HONORABLE CHAIR AND DIRECTORS

FROM: **CITY MANAGER DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **PUBLIC HEARING TO ADOPT JOINT RESOLUTION NO. CC 2022-066, SA 2022-004, HA 2022-001, IDA 2022-001, PAA 2022-001, PCA 2022-002 AND PFA 2022-001 APPROVING THE ANNUAL OPERATING AND CAPITAL IMPROVEMENT BUDGET FOR FISCAL YEAR 2022-23.**

ISSUE

Public Hearing to adopt Joint Resolution No. CC 2022-066, SA 2022-004, HA 2022-001, IDA 2022-001, PAA 2022-001, PCA 2022-002 and PFA 2022-001, approving the Annual Operating and Capital Improvement Budget for Fiscal Year 2022-23.

RECOMMENDATION

Staff recommends that:

- The City Council, Chairs, Commissioners, Members and Directors conduct a public hearing to adopt Joint Resolution No. CC 2021-058, SA 2021-005, HA 2021-002, IDA 2021-001, PAA 2021-001, PCA 2021-002 and PFA 2021-002, approving the Annual Operating and Capital Improvement Budget for Fiscal Year 2022-23, and approving revenue and expenditure adjustments to Fiscal Year 2021-22;

BACKGROUND

Each year the City is required to adopt a budget for the operation of the City. The budget serves as the City's financial plan for the Fiscal Year beginning July 1 through June 30. It defines City priorities for the provision of services to the community.

According to the Palmdale Municipal Code: Chapter 3.04 Budget Adoption Procedures, the City Manager shall submit a proposed budget to the City Council no later than May 31st of each year. Additionally, the City Council shall conduct a public hearing on the proposed budget before adoption and shall adopt a budget prescribing the spending

policy of the City for the ensuing fiscal year on or before the thirtieth day of June of each year.

On May 11, 2022, the Library Board of Trustees reviewed the proposed budget made a unanimous recommendation to the City Council to approve the proposed Library budget.

On May 12, 2022, the Planning Commission unanimously found that the proposed Capital Improvement Program is consistent with the goals, objectives, and policies of the General Plan.

On May 18, 2022, the City Council was presented with a draft of the proposed Annual Budget for Fiscal Year 2022-23.

On May 25, 2022, the Measure AV Oversight Committee was presented with a draft of the proposed Measure AV budget for FY 2022-23 and provided feedback and a recommendation for approval.

DISCUSSION

Staff is bringing forth the Proposed Budget for Fiscal Year 2022-23 for your review and consideration.

As the City continues to recover from the impacts of Covid-19 pandemic, staff have remained focused and committed to providing quality programs and services to our residents. In alignment with the City's adopted Strategic Plan, below is a list of program highlights planned for FY 2023:

- Reinstated and expanded recreation activities, venues and events
- Community grant programs
- Continued food distribution programs at SAVES
- Investment in infrastructure
- Expansion of illegal dumping and graffiti clean-up efforts
- Housing Element implementation
- Permanent Local Housing Allocation Plan
- Waste Diversion – organics processing to comply with SB 1383
- Emergency management
- Film and Tourism programs
- Enhanced staffing levels to manage programs and to ensure a high level of customer service for our community

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PERSONNEL

With the need to maintain and enhance certain services, additions to personnel are necessary. The table below provides a summary of proposed personnel actions:

	FY 2022-23	
Description	**Number**	**Amount**
New Positions *	19	$ 1,675,320
Equity Adjustments	0	$0
Reclassifications	0	$0
Title Changes	2	$0
Total	**19**	**$1,675,320**

* New positions include two (2) part-time to full-time conversions and three (3) part-time positions.

Proposed salary and benefits Citywide include:

- 3% (2% COLA and 1% wage increase) to employees;
- City match on employee deferred compensation plan up to $1,200 per year for all eligible employees;
- Premium pay for qualifying full-time and part-time employees, to be funded by American Rescue Plan Act funds. It is proposed that the General Fund will pay at the same rates proposed under ARPA for those employees who do not qualify under U.S. Treasury guidelines.
- Staff is proposing to implement 401A plans for select employees who are impacted by CalPERS limitations. This does not have a fiscal impact in FY 2022-23, and would be brought back before Council as necessary to move forward with implementation.

GENERAL FUND

Revenues

1. Property Taxes are anticipated to increase by 4.6% due to property values increasing.
2. Sales Taxes are expected to increase by 4.8% based on economic performance in the City.
3. Charges for services are expected to increase by 35% as a result of Parks & Recreation programs being reinstated, as well as an increase in processing and planning fees.
4. Other revenues are expected to increase dramatically, by 189%, in FY 2023 as a result of a one-time economic development property sale.

Expenditures

1. Salaries and benefits are expected to increase by 3% (2% COLA and 1% wage increase) to employees. Other increases in the General Fund are a result of new positions proposed in FY 2023.

2. LA County Sheriff Contract is expected to increase by 5.5%, however the cost of the contract is being covered by multiple funding sources, including ARPA and Measure AV to relieve some burden from the General Fund.
3. LA County Sheriff Contract Liability is expected to increase by 11%, or $364,200.
4. Transfers to Reserves for FY 2023 include:
    a. Pension Trust Fund to stabilize fluctuations in CalPERS rates: $1.25 million
    b. Fleet maintenance to fund ongoing replacement of the City's fleet: $250,000
    c. Information Technology to fund the ongoing upgrade of the City's technology infrastructure: $250,000
    d. Drytown Waterpark to fund the ongoing capital costs relating to maintenance and improvements of the park: $500,000
    e. Park Development to establish healthy reserves in the event the City chooses to fund large projects in the future: $2 million

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MEASURE AV

Fiscal Year 2022 was the first full year generating revenue through Measure AV. It was initially estimated that Measure AV would generate $15.5 million in revenues from the ¾ cent sales tax that was passed by voters in November 2020, however, sales tax outperformed expectations and is now estimated to generate $21.9 million for FY 2022. It is expected that Measure AV will generate approximately $23.1 million in FY 2023, based on economic trends and projections performed by the City's sales tax consultants.

Proposed expenditures under Measure AV fund are outlined by project and/or program in greater detail on the attached budget sheets. Below are some highlights of programs proposed for funding:

1. Public Safety
    a. Animal Control: $625,000
    b. Emergency Management: $261,670
    c. Community Compliance: $1.4 million
    d. LA County Sheriff Contract: $8.4 million
2. Infrastructure/CIP
    a. Safe and Clean Parks: $9.3 million
    b. Graffiti Abatement: $660,000
    c. CIP – Multi-Year Projects: $5.8 million
3. Community Programs
    a. SAVES: $125,000
    b. Unhoused Programs: $100,000
    c. Senior Programs: $500,000

   d. Community Events: $500,000
   e. Community Grant Programs: $2 million
4. Economic Development
   a. Business retention and partnership programs: $1.6 million
   b. Film & Tourism: $100,000
5. Administrative Costs to support administration of the Fund, and staffing to implement and manage programs: $131,520

AMERICAN RESCUE PLAN ACT FUNDS (ARPA)

The City of Palmdale received an allocation of $35.4 million in funds as a result of the American Rescue Plan Act. The City received the first of two disbursements of funds in July 2021, with the second disbursement expected before the end of FY 2022. U.S. Department of Treasury released the *Final Rule* on April 1, 2022, implementing the statutory provisions on eligible and ineligible uses of funds.

In accordance with the *Final Rule*, staff has prepared a proposed budget, as highlighted below. Details can be found on the attachments provided for each category listed.

Expenditures	**FY 2022 Projected**	**FY 2023 Proposed**
1. Public Health	$1,265,400	$11,610,000
2. Negative Economic Impacts	525,000	4,375,000
3. Services to Disproportionately Impacted Communities	598,100	6,414,300
4. Premium Pay	0	1,202,000
5. Water, Sewer & Broadband Infrastructure	0	500,000
6. Revenue Replacement	2,855,200	184,300
7. Administrative & Other	25,000	197,500
Expenditure Total	**$5,268,700**	**$24,483,100**

SPECIAL REVENUE FUNDS

Special Revenue and other funds consist of transportation funds, grants, and other forms of restricted funding. Use of money in certain funds are governed by memorandums of understanding, contracts, or law. Required audits are conducted each year to ensure compliance with granting agencies.

One of the largest sources of revenue used by the City to pay for maintenance, repair, and improvement of streets and facilities is transportation funding. These are sales tax revenues that are collected by the State or County and allocated to the City based on a percent of population.

The below table shows the FY 2023 proposed Transportation fund expenditures:

Transportation Funds	**FY 2022 Projected**	**FY 2023 Proposed**
Gas Tax Fund	$13,979,260	$6,957,430
Prop A Fund	6,044,950	3,567,450
Prop C Fund	9,590,040	2,931,200
Local Transp Fund Art 3	20,000	0
Local Transp Fund Art 8	7,881,220	8,668,190
Measure R Fund	4,410,190	50,000
Measure M Fund	4,756,250	750,000
Expenditure Total	**$46,681,910**	**$22,924,270**

The City uses these funds specifically to fund street repair maintenance and improvement activities such as traffic engineering, geographical information system software and staffing, bus stop and transportation center maintenance and public works staffing. Depending on the source of funding, balances may carry over from year to year in order to complete larger projects.

CAPITAL IMPROVEMENT PROGRAM

The proposed FY 2023 Capital Improvement budget consists of a variety of projects totaling $98.8 million. Many of the proposed projects are funded by grants or other restricted funds. It is also important to keep in mind that capital projects are often a multi-year effort, and therefore the budget established will carry through the life of the project and may not be fully expended in the single year shown. The attached schedules provide a comprehensive listing of all previously approved and proposed capital improvement projects.

CONCLUSION

The proposed FY 2022-23 Budget is balanced and represents the City’s commitment to the long-term planning and sustainability of programs and services for the community.

FISCAL IMPACT

The Fiscal Year 2022-23 Operating Budget will serve as the financial guideline for program implementation for the year. The proposed annual budget is compliant with all Financial Policies, including the 20% General Fund Reserve Requirement, with a 30% reserve proposed in the budget. It is anticipated that revenues will be sufficient to cover the expenditures proposed.

STRATEGIC PLAN

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

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

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

Prepared by:	Janelle Samson, Director of 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, Acting City Attorney

ATTACHMENTS

1. Proposed Annual Budget for Fiscal Year 2022-23.
2. Joint Resolution No. CC 2022-066, SA 2022-004, PCA 2022-002, HA 2022-001, IDA 2022-001, PAA 2022-001, and PFA 2022-001

CITY COUNCIL
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
PALMDALE CIVIC AUTHORITY,
HOUSING AUTHORITY
INDUSTRIAL DEVELOPMENT AUTHORITY,
PALMDALE AIRPORT AUTHORITY
AND
PALMDALE FINANCING AUTHORITY
CITY OF PALMDALE, CALIFORNIA

JOINT RESOLUTION NO. CC 2022-066
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE RESOLUTION NO. SA 2022-004
PALMDALE CIVIC AUTHORITY RESOLUTION NO. PCA 2022-002
HOUSING AUTHORITY RESOLUTION NO. HA 2022-001
INDUSTRIAL DEVELOPMENT AUTHORITY RESOLUTION NO. IDA 2022-001
PALMDALE AIRPORT AUTHORITY RESOLUTION NO. PAA 2022-001
PALMDALE FINANCING AUTHORITY RESOLUTION NO. PFA 2022-001

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE, THE PALMDALE CIVIC AUTHORITY, THE HOUSING AUTHORITY OF THE CITY OF PALMDALE, THE INDUSTRIAL DEVELOPMENT AUTHORITY, THE PALMDALE AIRPORT AUTHORITY OF THE CITY OF PALMDALE, AND THE PALMDALE FINANCING AUTHORITY APPROVING AND ADOPTING THE CITY OF PALMDALE'S BIENNIAL BUDGET FOR FISCAL YEAR 2021-22 AND FISCAL YEAR 2022-23, AND APPROVING REVENUE AND EXPENDITURE ADJUSTMENTS TO FISCAL YEAR 2020-21.

WHEREAS, in accordance with the City of Palmdale Municipal Code Section 3.04.020, the City Manager shall submit a proposed budget to the City Council no later than May 31st of each year; and,

WHEREAS, the City Manager has submitted a proposed budget to the City Council, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority, the Industrial Development Authority, the Palmdale Airport Authority, and the Palmdale Financing Authority for the Fiscal Year 2022-23 for review, consideration and adoption; and,

WHEREAS, the City Council has caused a public hearing to be held on said budget, as amended, on June 15, 2022, with public notice of the hearing published at least fourteen (14) days prior to said hearing, has further considered the proposed budget, and has made revisions therein; and,

WHEREAS, Section 3.04.101 of the Palmdale Municipal Code requires that the budget prescribing the spending policy of the City for the ensuing fiscal year be adopted on or before the thirtieth day of June each year; and,

WHEREAS, after due consideration and review, the City Council, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority, the Industrial Development Authority, the Palmdale Airport Authority, and the Palmdale Financing Authority find it is in the interest of the health, welfare and safety of the City, its citizens and businesspersons, to adopt the financial plan within the budget for the receipt and expenditure of public monies in Fiscal Year 2022-23; and,

WHEREAS, the City Council has approved a General Fund Operating Reserve Policy of 20% of operating expenditures; and that this Reserve Policy may fall below 20% in an emergency situation such as economic down turns or natural disasters.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE, THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE, THE PALMDALE CIVIC AUTHORITY OF THE CITY OF PALMDALE, THE HOUSING AUTHORITY OF THE CITY OF PALMDALE, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF PALMDALE, THE PALMDALE AIRPORT AUTHORITY OF THE CITY OF PALMDALE, AND THE PALMDALE FINANCING AUTHORITY OF THE CITY OF PALMDALE DO HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The original of the Budget of the City of Palmdale, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority, the Industrial Development Authority, the Palmdale Airport Authority, and the Palmdale Financing Authority for the fiscal year 2022-23, as amended, modified, revised and corrected by the City Council, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority, the Industrial Development Authority, the Palmdale Airport Authority, and the Palmdale Financing Authority shall be placed on file in the office of the City Clerk and shall be open to public inspection.

SECTION 2. The City of Palmdale, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority, the Industrial Development Authority, the Palmdale Airport Authority, and the Palmdale Financing Authority are approving all the adjustments to the fiscal year 2021-22 revenues and expenditures as presented in the fiscal year 2022-23 Annual Budget document.

SECTION 3. The Budget of the City of Palmdale, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority, the Industrial Development Authority, the Palmdale

Airport Authority, and the Palmdale Financing Authority for fiscal year 2022-23 as amended, modified, revised, and corrected by the City Council, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority, the Industrial Development Authority, the Palmdale Airport Authority, and the Palmdale Financing Authority is hereby approved and adopted. The Budget is subject to the requirements of Article XIII B of the California Constitution.

SECTION 4. The Authorized Positions and Classification and Pay Plans as amended and incorporated in the budget document are hereby approved and adopted.

SECTION 5. That the Chief Financial Officer/City Treasurer is authorized to expend in accordance with the laws of the State of California and the law and Charter of the City of Palmdale on behalf of the City Council new appropriations as stated in the "Adopted Annual Budget for Fiscal Year 2022-23," attached hereto and incorporated herein by reference.

SECTION 6. That the Chief Financial Officer/City Treasurer is authorized to validate, sign and pay all legal and contractual obligations of the City, including City Departments and agencies with check warrants up to the amounts appropriated in this budget.

SECTION 7. The Director of Finance or Finance Manager shall have the authority to receive, up to $50,000, on behalf of the City, any and all donations and make the appropriate entries into the City financial records to enable the City to spend the donation on the purpose for which it was intended without presenting each item to the City Council for approval. These donations, received throughout the fiscal year by various departments from members of the community for a variety of purposes, are obligated and not discretionary. All donations more than such amount shall be approved by the City Council, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority, the Industrial Development Authority, the Palmdale Airport Authority, and the Palmdale Financing Authority.

SECTION 8. That at the conclusion of fiscal year ending June 30, 2022, certain purchase order will exist as outstanding encumbrances representing contractual obligations or previously budgeted funds. In addition, budgeted funds for certain items or projects in various stages of acquisition or development have previously been approved or will be approved by City Council to be carried forward to fiscal year 2022-23 as Continuing Appropriations. The Outstanding Encumbrances and Continuing Appropriations shall be deemed to be re-budgeted as an addition to the budget amounts previously set forth in the Resolution.

SECTION 9. The Successor Agency to the Community Redevelopment Agency of the City of Palmdale and the Housing Authority of the City of Palmdale, in its capacity as the entity assuming the housing functions of the former Redevelopment Agency, find and determine that the planning and administrative expenses set forth in the Budget to be paid from the Authority's Low and Moderate Income Housing Asset Fund, which was established pursuant to Section 9 of Assembly Bill 1484 (Health and Safety Code section 34176(d)), are necessary for the production, improvement or preservation of low-and moderate-income housing.

SECTION 10. Without prior approval of the City Council, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority, Industrial Development Authority, Palmdale Airport Authority, or the Palmdale Financing Authority, the City Manager/Executive Director/Secretary shall have authority to transfer up to $100,000.00 within the same fund, but not from fund to fund, except for shifts in appropriations relating to personnel. Any transfer of more than such amount shall be approved by the City Council, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority, the Industrial Development Authority, the Palmdale Airport Authority, and the Palmdale Financing Authority. A transfer from fund to fund in any amount, except as relates to personnel, shall be likewise approved by the City Council, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Palmdale Civic Authority, the Housing Authority, Industrial Development Authority, the Palmdale Airport Authority, or the Palmdale Financing Authority.

SECTION 11. That the City Council hereby approves the Capital Improvement Plan for Fiscal Year 2022-23, hereby accepts the Planning Commission's determination on May 12, 2022, that the Fiscal Year 2022-23 capital projects are consistent with the General Plan of the City of Palmdale.

SECTION 12. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 15th day of June, 2022.

Approved as to form:

_____
Steven D. Hofbauer, Mayor
Chair

ATTEST:

_____
Scott E. Porter, Acting City Attorney
General Council/Authority Attorney

_____
Shanae S. Smith, City Clerk
Agency Secretary/Authority Secretary

I, Shanae S. Smith, 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 15th day of June, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk



CITY OF PALMDALE

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ANNUAL BUDGET

FISCAL YEAR 2022-2023



CITY OF PALMDALE
FIVE YEAR GENERAL FUND AND CONSOLIDATED FUNDS PROJECTION

						YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		FY 2021 Actuals	FY 2022 Actuals YTD	FY 2022 Adopted	FY 2022 Year End Projection	FY 2023 Proposed	FY 2024 Projected	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected
1	**BEGINNING FUND BALANCE**	66,410,555	58,501,265	58,501,265	58,501,265	51,724,135	59,416,325	59,615,055	56,590,975	52,153,095
2	REVENUES/TRANSFERS IN									
3	Property Tax	26,746,121	12,833,776	25,425,800	25,606,800	26,790,360	27,594,070	28,421,890	29,274,550	30,152,790
4	Sales And Use Tax	25,117,182	11,195,939	23,049,000	27,578,280	28,894,710	29,472,600	30,062,050	30,663,290	31,276,560
5	Transient Occupancy Tax	4,667,137	3,668,162	4,192,500	4,750,000	4,800,000	4,896,000	4,993,920	5,093,800	5,195,680
6	Franchise Fees	6,071,308	2,304,667	5,819,800	5,819,800	5,880,500	5,939,310	5,998,700	6,058,690	6,119,280
7	Use Of Property	1,538,807	1,080,291	3,238,400	3,067,960	3,257,600	3,322,750	3,389,210	3,456,990	3,526,130
8	License And Permits	3,739,501	3,185,364	4,883,700	4,133,700	4,418,700	4,507,070	4,597,210	4,689,150	4,782,930
9	Charges For Services	2,515,514	660,840	801,500	1,049,920	1,397,530	1,467,410	1,540,780	1,617,820	1,698,710
10	Development Charges For Services	2,217,462	1,582,986	1,438,200	2,059,100	2,033,000	2,093,990	2,156,810	2,221,510	2,288,160
11	Fines And Forfeitures	589,757	214,569	487,400	669,900	639,400	652,190	665,230	678,530	692,100
12	Other Revenue	3,417,979	2,616,126	4,061,600	4,477,310	12,536,100	8,061,600	6,061,600	6,061,600	6,061,600
13	Capital Lease Proceeds	518,836	0	0	0	0	0	0	0	0
14	Transfer In	18,945,326	2,071,308	20,060,600	12,903,740	12,572,200	12,441,200	12,441,200	12,441,200	12,441,200
15	**Total Revenues**	**96,084,929**	**41,414,030**	**93,458,500**	**92,116,510**	**103,220,100**	**100,448,190**	**100,328,600**	**102,257,130**	**104,235,140**
16	EXPENDITURES/TRANSFERS OUT									
17	Salaries	14,572,949	9,977,788	14,309,800	16,539,360	18,546,610	19,103,010	19,676,100	20,266,380	20,874,370
18	Benefits	5,382,452	4,515,674	6,723,820	7,824,080	8,274,870	8,523,120	8,778,810	9,129,960	9,495,160
19	Organizational Development	274,556	196,070	654,300	569,670	685,810	680,000	680,000	680,000	680,000
20	Operating (materials, supplies)	5,523,825	3,896,472	7,725,600	9,501,660	10,410,840	11,451,920	11,795,480	12,149,340	12,513,820
21	Contract Services	9,465,144	5,069,491	12,387,950	12,126,870	14,319,390	14,605,780	14,897,900	15,195,860	15,499,780
22	Capital Outlay	1,801,245	874,033	10,232,030	3,546,500	1,153,880	100,000	100,000	100,000	100,000
23	County Contracts - Law Enforcement	25,272,116	11,203,272	26,124,500	19,172,500	16,077,800	21,606,690	22,687,020	23,821,370	25,012,440
24	County Contracts - Liability	2,711,754	1,608,376	3,166,700	3,166,700	3,530,900	3,936,950	4,389,700	4,894,520	5,457,390
25	County Contracts - Animal Control	604,986	567,716	500,000	960,000	1,020,000	800,000	800,000	800,000	800,000
26	Utilities	1,980,217	1,235,126	2,457,000	2,506,420	2,540,470	2,642,090	2,747,770	2,857,680	2,971,990
27	Debt Service	6,104,295	2,846,518	6,301,500	6,301,500	6,349,900	6,349,900	6,349,900	6,349,900	6,349,900
28	Transfers Out/Internal Svc Alloc.	3,550,681	186	6,911,000	12,428,380	8,367,440	8,200,000	8,200,000	8,200,000	8,200,000
29	Transfer Out to Reserves	26,750,000	-	3,500,000	4,250,000	4,250,000	2,250,000	2,250,000	2,250,000	2,250,000
30	**Total Expenditures**	**103,994,220**	**41,990,721**	**100,994,200**	**98,893,640**	**95,527,910**	**100,249,460**	**103,352,680**	**106,695,010**	**110,204,850**
31	Surplus/(Deficit) (Revenue - Expenditures)	(7,909,290)	(576,692)	(7,535,700)	(6,777,130)	7,692,190	198,730	(3,024,080)	(4,437,880)	(5,969,710)
32	**FUND BALANCE BEFORE RESERVES/RESTRICTION**	**58,501,265**	**57,924,573**	**50,965,565**	**51,724,135**	**59,416,325**	**59,615,055**	**56,590,975**	**52,153,095**	**46,183,385**
33	**20 % Reserve Requirement (30% Recommended)**	**20,798,844**			**19,778,728**	**28,658,373**	**30,074,838**	**20,670,536**	**21,339,002**	**22,040,970**
34	Restricted, Nonspendable and Assigned	**26,770,019**			**26,770,019**	**26,770,019**	**25,000,000**	**25,000,000**	**25,000,000**	**25,000,000**
35	**ENDING AVAILABLE BALANCE**	**10,932,402**		**50,965,565**	**5,175,388**	**3,987,933**	**4,540,217**	**10,920,439**	**5,814,093**	**(857,585)**

CITY OF PALMDALE
PROJECTED FUND BALANCE
FISCAL YEAR 2022

Fund	Fund Description	FY 2022 Beginning Available Fund Balance	FY 2022 Revenues	FY 2022 Operating Expenditures	FY 2022 Capital Expenditures	Reserve Requirement	FY 2022 Projected Ending Available Fund Balance
101, 150,							
151, 350	General Fund	31,731,246	92,116,510	96,086,610	3,353,630	19,888,048	4,519,468
153	Information Technology	3,769,357	6,216,430	5,966,430	-	4,000,000	19,357
154	Fleet Maintenance	2,250,000	2,894,500	2,624,500	-	2,500,000	20,000
155	Capital Improvement Fund	-	-	-	-		-
156	Public Art Fund	1,000,000	50,000	51,300	185,000		813,700
157	Measure AV	5,036,301	21,945,000	11,228,180	2,072,930	1,330,111	12,350,080
158	American Rescue Funds	-	35,455,350	3,018,300	2,250,400		30,186,650
200	Peg Fund	525,876	358,100	314,100	-		569,876
201	Gas Tax Fund	11,846,336	4,313,340	7,074,560	6,904,700		2,180,416
202	Public Safety Fund	270,528	150,500	150,000	-		271,028
203	Prop A Fund	8,244,786	3,195,200	2,897,100	3,147,850		5,395,036
204	Prop C Fund	13,740,992	2,650,500	582,800	9,007,240		6,801,452
204 Grant	Prop C Grant Funds	-	7,508,390	-	7,508,390		-
205	Air Quality Improvement Fund	43,218	50,000	-	-		93,218
206	Local Transp Fund Art 3	57,523	114,800	-	20,000		152,323
207	Local Transp Fund Art 8	1,110,118	6,771,100	2,637,480	5,243,740		(2)
208	Measure R Fund	6,048,370	1,994,100	-	4,410,190		3,632,280
208 Grant	Measure R Grant Funds	-	50,169,810	-	50,169,810		-
209	Measure M Fund	5,564,759	2,241,700	-	4,756,250		3,050,209
209 Grant	Measure M Grant Funds	-	8,471,600	-	8,471,600		-
210	Road Maint & Rehab Acct Fund	2,557,472	3,236,680	-	4,824,650		969,502
211	Measure A La County Parks	-	2,043,550	-	2,043,550		-
220	Park Development Fund	7,838,830	5,010,000	231,700	6,064,020		6,553,110
221	Traffic Impact Fund	2,794,728	955,000	861,300	1,779,550		1,108,878
222	Amargosa Drainage Fund	379,034	130,000	57,900	358,440		92,694
223	Anaverde Drainage Fund	(3,785,908)	715,000	81,000	436,620		(3,588,528)
224	Portal Ridge Drainage Fund	(9,238)	36,000	6,000	468,700		(447,938)
225	Pearland Drainage Fund	10,289,513	1,226,700	6,000	3,244,200		8,266,013
226	Littlerock Drainage Fund	61,373	500	6,000	50,000		5,873
227	Fire Facilities Impact Fund	7,500,135	510,000	25,500	-		7,984,635
228	Sewer Upgrade Fund	522,114	-	-	462,890		59,224
229	Public Facilities Fund	980,568	300,500	-	844,470		436,598
230	Big Rock Drainage Fund	18,262	500	6,000	75,630		(62,868)
240	Federal Funds Fund	(360,117)	10,244,130	127,470	6,113,100		3,643,443
241	State Grants Fund	(380,055)	9,662,180	298,930	8,977,990		5,205
242	Misc Grant/Developer Contrib	3,007,555	4,717,830	149,660	5,778,850		1,796,875
243	Federal Home Program	7,665,564	1,789,950	1,904,340	-		7,551,174
244	Federal Jobs Programs	(37,150)	122,100	82,100	-		2,850
245	HOME ARP Fund	-	5,000	5,000	-		-
250	Park Assessments Fund	3,292,354	2,856,800	2,542,700	1,155,900		2,450,554
251	Landscape Maintenance Fund	13,072,360	6,348,900	6,532,410	1,087,790		11,801,060
252	Street Lighting Assmnt Distr	2,799,639	1,143,100	806,350	-		3,136,389
253	Drainage Benefit Assessment	1,191,775	133,300	47,200	-		1,277,875
254	Sewer Maint Assessment Dist	25,515,289	6,582,100	4,860,160	9,021,240	7,654,587	10,561,402
255	Street Light County District	14,108,688	3,227,500	3,501,500	97,500		13,737,188
256	Street Light Dist #2 Anaverde	787,169	162,200	169,900	-		779,469
257	Street Light Dist #3 Ritter	318,254	63,700	85,800	-		296,154
260	Solid Waste	150,368	835,790	303,000	-		683,158
270	Library Fund	-	-	-	-		-
280	CDBG Fund	2,333,586	5,846,740	3,764,420	2,257,720		2,158,186
281	Saves Grant Fund	(33,173)	100,860	37,040	-		30,647
282	Saves Prgm Assistance Fund	-	-	-	-		-
291	Housing Authority Fund	216,348	91,100	72,680	-		234,768
292	Housing Facilities Fund	(5,081,605)	7,617,800	7,270,220	-		(4,734,025)
293	Housing Asset Fund	50,817,164	2,649,990	9,378,670	-		44,088,484
300	Water Park	3,169,980	3,898,170	1,707,060	-	512,118	4,848,972
350	Palmdale CCA	(901,836)	1,615,640	713,800	-	142,760	(142,756)
460	Successor Agency	12,008,165	63,251,300	64,781,700	-		10,477,765
480	Ad88-1 10Th St West Improv	236,213	381,800	-	302,000		316,013
481	Ad90-2 7Th St West Improvement	326,017	400,000	-	58,820		667,197
482	Cfd 2003-1 Improvement Fund	13,092	-	-	-		13,092
483	Cfd91-1 Sierra Gateway Improv	153,365	-	-	-		153,365
484	Cfd93-1 Ritter Ranch Impr Fund	2,589,206	-	-	-		2,589,206
520	Debt Svc-Pca 1999 Cop $12.3M	10,227	-	-	-		10,227
522	Debt Svc-Sgnl&St Light Impr	-	-	-	-		-
523	Debt Svc-Pwr Pl Land $19.9 Cop	-	1,501,200	1,491,800	-		9,400
524	Debt Svc-Revenue Bonds	1,070,645	10,000	-	-		1,080,645

CITY OF PALMDALE
PROJECTED FUND BALANCE
FISCAL YEAR 2022

Fund	Fund Description	FY 2022 Beginning Available Fund Balance	FY 2022 Revenues	FY 2022 Operating Expenditures	FY 2022 Capital Expenditures	Reserve Requirement	FY 2022 Projected Ending Available Fund Balance
525	Debt Svc-Pfa	1	2,485,100	2,484,900	-		201
580	Opeb Fiduciary Trust Funds	5,226,443	374,000	395,000	-		5,205,443
710	Palmdale Community Foundation	247,725	275,010	58,180	225,000		239,555
730	Ad88-1 10Th St West Redemption	76,851	5,000	-	-		81,851
732	Ad90-2 7Th St West Redemption	(12,098)	13,000	-	-		902
733	Ad87-1 Rancho Vista Rdmpt Fund	131,993	2,000	-	-		133,993
734	Cfd03-1 Anaverde Redemption	1,910,863	1,579,900	1,529,400	-		1,961,363
735	Cfd 2005-1 Redemption Fund	1,605,900	1,279,000	1,152,800	-		1,732,100
736	Cfd91-1 Sierra Gateway Redempt	(38,388)	178,800	63,400	-		77,012
737	Ad91-2 52Nd St West Redemption	23,587	400	-	-		23,987
738	Cfd93-1 Ritter Ranch Rdmpt Fnd	276,750	2,000	42,900	-		235,850
739	Ad 2006-01 Godde Hill Rdmp Fd	307,149	149,100	135,000	-		321,249
740	Cfd16-1 Joshua Ranch Wtr Rdmp	1,843,009	802,800	780,700	-		1,865,109
	Total	**270,947,001**	**401,621,010**	**250,475,150**	**163,230,360**	**35,884,864**	**222,977,637**

CITY OF PALMDALE
ESTIMATED FUND BALANCE
FISCAL YEAR 2023

Fund	Fund Description	FY 2023 Beginning Available Fund Balance	FY 2023 Revenues	FY 2023 Operating Expenditures	FY 2023 Capital Expenditures	Reserve Requirement	FY 2023 Projected Ending Available Fund Balance
101, 150,							
151, 350	General Fund	24,407,516	103,220,100	94,767,910	760,000	28,658,373	3,441,333
153	Information Technology	4,019,357	4,448,420	4,198,420	-	4,000,000	269,357
154	Fleet Maintenance	2,520,000	3,138,680	2,868,680	-	2,500,000	290,000
155	Capital Improvement Fund	-	-	-	-		-
156	Public Art Fund	813,700	276,810	116,880	230,000		743,630
157	Measure AV	13,680,191	23,116,000	18,114,780	13,876,580	3,199,136	1,605,695
158	American Rescue Funds	30,186,650	-	14,213,100	10,270,000		5,703,550
200	Peg Fund	569,876	358,100	226,600	-		701,376
201	Gas Tax Fund	2,180,416	4,777,040	6,457,430	500,000		26
202	Public Safety Fund	271,028	150,500	150,000	-		271,528
203	Prop A Fund	5,395,036	3,837,710	3,023,400	544,050		5,665,296
204	Prop C Fund	6,801,452	3,183,390	581,200	2,350,000		7,053,642
204 Grant	Prop C Grant Funds	-	-	-	-		-
205	Air Quality Improvement Fund	93,218	50,000	-	-		143,218
206	Local Transp Fund Art 3	152,323	146,930	-	-		299,253
207	Local Transp Fund Art 8	(2)	8,668,200	2,978,210	5,689,980		8
208	Measure R Fund	3,632,280	2,393,790	-	50,000		5,976,070
208 Grant	Measure R Grant Funds	-	43,045,000	-	43,045,000		-
209	Measure M Fund	3,050,209	2,694,630	-	750,000		4,994,839
209 Grant	Measure M Grant Funds	-	550,000	-	550,000		-
210	Road Maint & Rehab Acct Fund	969,502	3,561,650	-	3,557,660		973,492
211	Measure A La County Parks	-	2,000,000	-	2,000,000		-
220	Park Development Fund	6,553,110	3,010,000	150,000	6,617,000	2,000,000	796,110
221	Traffic Impact Fund	1,108,878	955,000	867,100	100,000		1,096,778
222	Amargosa Drainage Fund	92,694	155,000	57,900	-		189,794
223	Anaverde Drainage Fund	(3,588,528)	705,000	81,000	-		(2,964,528)
224	Portal Ridge Drainage Fund	(447,938)	36,000	6,000	-		(417,938)
225	Pearland Drainage Fund	8,266,013	755,300	6,000	360,000		8,655,313
226	Littlerock Drainage Fund	5,873	500	6,000	-		373
227	Fire Facilities Impact Fund	7,984,635	660,000	33,000	-		8,611,635
228	Sewer Upgrade Fund	59,224	-	-	-		59,224
229	Public Facilities Fund	436,598	450,500	-	355,000		532,098
230	Big Rock Drainage Fund	(62,868)	500	6,000	-		(68,368)
240	Federal Funds Fund	3,643,443	-	-	-		3,643,443
241	State Grants Fund	5,205	2,030,340	1,975,340	50,000		10,205
242	Misc Grant/Developer Contrib	1,796,875	1,653,500	59,230	1,558,000		1,833,145
243	Federal Home Program	7,551,174	400,000	408,660	-		7,542,514
244	Federal Jobs Programs	2,850	79,700	79,300	-		3,250
245	HOME ARP Fund	-	2,088,970	2,089,350	-		(380)
250	Park Assessments Fund	2,450,554	2,913,200	2,763,500	100,000		2,500,254
251	Landscape Maintenance Fund	11,801,060	6,505,600	7,187,600	-		11,119,060
252	Street Lighting Assmnt Distr	3,136,389	1,133,500	948,390	-		3,321,499
253	Drainage Benefit Assessment	1,277,875	136,000	49,340	-		1,364,535
254	Sewer Maint Assessment Dist	18,215,989	6,694,300	5,331,960	4,000,000	5,464,797	10,113,532
255	Street Light County District	13,737,188	3,227,500	3,767,940	-		13,196,748
256	Street Light Dist #2 Anaverde	779,469	162,200	179,780	-		761,889
257	Street Light Dist #3 Ritter	296,154	63,700	95,560	-		264,294
260	Solid Waste	683,158	412,000	753,050	-		342,108
270	Library Fund	-	-	-	-		-
280	CDBG Fund	2,158,186	1,723,100	1,626,460	347,000		1,907,826
281	Saves Grant Fund	30,647	40,000	40,000	-		30,647
282	Saves Prgm Assistance Fund	-	-	-	-		-
291	Housing Authority Fund	234,768	92,200	80,230	-		246,738
292	Housing Facilities Fund	(4,734,025)	7,839,970	8,016,430	-		(4,910,485)
293	Housing Asset Fund	44,088,484	2,542,150	3,800,160	-		42,830,474
300	Water Park	5,361,090	1,752,500	1,723,510	-	517,053	4,873,027
350	Palmdale CCA	4	25,535,730	23,983,400	-	766,072	786,262
460	Successor Agency	10,477,765	63,150,300	63,235,500	-		10,392,565
480	Ad88-1 10Th St West Improv	316,013	-	-	-		316,013
481	Ad90-2 7Th St West Improvement	667,197	-	-	-		667,197
482	Cfd 2003-1 Improvement Fund	13,092	-	-	-		13,092
483	Cfd91-1 Sierra Gateway Improv	153,365	-	-	-		153,365
484	Cfd93-1 Ritter Ranch Impr Fund	2,589,206	-	-	-		2,589,206
520	Debt Svc-Pca 1999 Cop $12.3M	10,227	-	-	-		10,227
522	Debt Svc-Sgnl&St Light Impr	-	-	-	-		-
523	Debt Svc-Pwr Pl Land $19.9 Cop	9,400	1,500,900	1,491,500	-		18,800
524	Debt Svc-Revenue Bonds	1,080,645	10,000	-	-		1,090,645

CITY OF PALMDALE
ESTIMATED FUND BALANCE
FISCAL YEAR 2023

Fund	Fund Description	FY 2023 Beginning Available Fund Balance	FY 2023 Revenues	FY 2023 Operating Expenditures	FY 2023 Capital Expenditures	Reserve Requirement	FY 2023 Projected Ending Available Fund Balance
525	Debt Svc-Pfa	201	2,560,200	2,551,300	-		9,101
580	Opeb Fiduciary Trust Funds	5,205,443	374,000	395,000	-		5,184,443
710	Palmdale Community Foundation	239,555	60,700	189,230	-		111,025
730	Ad88-1 10Th St West Redemption	81,851	5,000	-	-		86,851
732	Ad90-2 7Th St West Redemption	902	3,000	-	-		3,902
733	Ad87-1 Rancho Vista Rdmpt Fund	133,993	2,000	-	-		135,993
734	Cfd03-1 Anaverde Redemption	1,961,363	1,586,400	1,537,700	-		2,010,063
735	Cfd 2005-1 Redemption Fund	1,732,100	1,275,300	962,900	-		2,044,500
736	Cfd91-1 Sierra Gateway Redempt	77,012	87,660	164,670	-		2
737	Ad91-2 52Nd St West Redemption	23,987	400	-	-		24,387
738	Cfd93-1 Ritter Ranch Rdmpt Fnd	235,850	2,000	51,440	-		186,410
739	Ad 2006-01 Godde Hill Rdmp Fd	321,249	150,000	143,420	-		327,829
740	Cfd16-1 Joshua Ranch Wtr Rdmp	1,865,109	818,700	797,200	-		1,886,609
	Total	**258,862,505**	**354,957,470**	**285,388,660**	**97,660,270**	**47,105,431**	**183,665,614**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
REVENUES-ALL FUNDS (Actuals through Q3 FY22)

	Category	2021 Actuals	2022 Actuals YTD	2022 Year End Projection	FY 2023 Proposed	$ Chg	% Chg
60	PROPERTY TAXES	93,917,724	12,833,776	88,916,200	89,998,760	1,082,560	1.2%
61	SALES & USE TAXES	40,336,692	29,881,442	59,514,780	64,030,230	4,515,450	7.6%
62	OTHER TAXES	6,180,861	4,046,217	7,265,020	8,052,690	787,670	10.8%
63	TRANSIENT OCC TAX	4,667,137	3,668,162	4,750,000	4,800,000	50,000	1.1%
64	FRANCHISE FEES	6,659,556	2,439,242	6,177,900	6,238,600	60,700	1.0%
65	SUBVENTIONS & GRANTS	13,694,692	21,226,774	136,467,950	58,783,440	(77,684,510)	-56.9%
66	DEVELOPER CONTRIB	18,950	51,380	55,800	80,400	24,600	44.1%
67	COUNTY CONTRIB	340,695	182,299	2,430,610	3,738,000	1,307,390	53.8%
68	STATE CONTRIBUTIONS	-	-	1,000	2,000	1,000	100.0%
69	OTHER AGENCY CONTRIB	2,247,348	743,829	4,690,170	242,500	(4,447,670)	-94.8%
71	USE OF PROPERTY	9,961,379	12,121,912	13,801,310	13,161,270	(640,040)	-4.6%
72	FAIR VALUE OF INVEST	(508,020)	-	10,000	10,000	-	0.0%
75	PARK DEVELOPMENT FEE	1,823,872	1,370,891	1,000,000	1,000,000	-	0.0%
76	DRAINAGE FEES	1,347,273	1,430,211	1,467,000	1,012,000	(455,000)	-31.0%
78	TRAFFIC IMPACT FEES	806,342	672,711	950,000	950,000	-	0.0%
79	FACILITY IMPACT FEE	1,380,206	759,530	800,000	1,100,000	300,000	37.5%
80	LICENSES AND PERMITS	3,849,289	3,232,681	4,228,500	4,514,100	285,600	6.8%
81	CHRGS FOR SERVICES	8,336,245	3,024,293	7,499,500	33,305,360	25,805,860	344.1%
82	DEV CHRGS FOR SVCS	2,217,462	1,611,044	2,109,100	2,309,810	200,710	9.5%
83	FINES & FORFEITURES	819,268	362,453	844,100	813,600	(30,500)	-3.6%
84	SPECIAL ASSESSMENTS	23,132,467	11,175,521	22,767,000	23,081,000	314,000	1.4%
90	OTHER - REVENUE	3,719,234	2,754,067	5,313,060	13,149,550	7,836,490	147.5%
93	BOND PROCEEDS (OFS)	24,027,900	-	-	-	-	0.0%
95	GN/LS-SALE OF ASSET	594,783	15,677	116,440	-	(116,440)	-100.0%
97	CAPITAL LEASE PROCEE	518,836	-	-	-	-	0.0%
98	TRANSFERS IN	35,284,743	2,071,308	14,402,040	9,707,960	(4,694,080)	-32.6%
	TRANSFERS IN - RSV	26,750,000	-	3,000,000	3,000,000	-	0.0%
	TRANSFERS IN - INTERNAL SVC ALLOC	2,937,340	-	8,590,930	7,067,100	(1,523,830)	-17.7%
	TRANSFERS IN - ADMIN FEES	2,183,140	-	3,090,700	3,448,900	358,200	11.6%
	TRANSFERS IN - DEBT SVC	409,136	567,124	1,361,900	1,360,200	(1,700)	-0.1%
Grand Total		**317,654,551**	**116,242,545**	**401,621,010**	**354,957,470**	**(46,663,540)**	**-11.6%**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
REVENUES-GENERAL FUND (Actuals through Q3 FY22)

	Category	2021 Actuals	2022 Actuals YTD	2022 Year End Projection	FY 2023 Proposed	$ Chg	% Chg
60	PROPERTY TAXES	26,746,121	12,833,776	25,606,800	26,790,360	1,183,560	4.6%
61	SALES & USE TAXES	25,117,182	11,195,939	27,578,280	28,894,710	1,316,430	4.8%
63	TRANSIENT OCC TAX	4,667,137	3,668,162	4,750,000	4,800,000	50,000	1.1%
64	FRANCHISE FEES	6,071,308	2,304,667	5,819,800	5,880,500	60,700	1.0%
65	SUBVENTIONS & GRANTS	166,800	15,995	16,000	-	(16,000)	-100.0%
69	OTHER AGENCY CONTRIB	32,250	23,250	200,000	200,000	-	0.0%
71	USE OF PROPERTY	1,472,718	1,080,291	3,067,960	3,257,600	189,640	6.2%
72	FAIR VALUE OF INVEST	66,088	-	-	-	-	0.0%
80	LICENSES AND PERMITS	3,739,501	3,185,364	4,133,700	4,418,700	285,000	6.9%
81	CHRGS FOR SERVICES	2,515,514	660,840	1,035,520	1,397,530	362,010	35.0%
82	DEV CHRGS FOR SVCS	2,217,462	1,582,986	2,059,100	2,033,000	(26,100)	-1.3%
83	FINES & FORFEITURES	589,757	214,569	669,900	639,400	(30,500)	-4.6%
90	OTHER - REVENUE	3,218,929	2,576,881	4,261,310	12,336,100	8,074,790	189.5%
97	CAPITAL LEASE PROCEE	518,836	-	-	-	-	0.0%
98	TRANSFERS IN	5,762,185	2,071,308	8,211,800	9,123,300	911,500	11.1%
	TRANSFERS IN - RSV	11,000,000	-	-	-	-	0.0%
	TRANSFERS IN - ADMIN FEES	2,183,140	-	3,090,700	3,448,900	358,200	11.6%
Grand Total		**96,084,929**	**41,414,030**	**90,500,870**	**103,220,100**	**12,719,230**	**14.1%**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
EXPENDITURES-ALL FUNDS (Actuals through Q3 FY22)

	Category	2021 Actuals	2022 Actuals YTD	2022 Year End Projection	FY 2023 Proposed	$ Chg	% Chg
10	SALARIES	22,646,286	16,180,960	27,177,690	31,237,910	4,060,220	14.9%
11	BENEFITS	9,557,979	7,489,752	12,596,560	14,190,800	1,594,240	12.7%
15	ORG DEVELOPMENT	329,539	252,323	717,150	871,210	154,060	21.5%
20	OPERATING EXP	10,270,551	5,863,915	18,486,900	27,330,110	8,843,210	47.8%
21	CONTRACT SERVICES	18,412,623	9,799,643	25,527,250	57,452,510	31,925,260	125.1%
22	SOFTWARE	993,141	800,504	4,461,900	2,856,980	(1,604,920)	-36.0%
23	CAPITAL OUTLAY	271,252	117,219	512,700	495,750	(16,950)	-3.3%
24	COUNTY CONTRACTS	28,598,876	17,154,184	30,851,160	33,730,160	2,879,000	9.3%
25	UTILITIES	5,410,528	3,116,126	7,157,850	7,578,630	420,780	5.9%
26	PROGRAM EXP	751,041	1,269,477	10,061,290	3,563,200	(6,498,090)	-64.6%
30	INTER-GOV SHARING	52,352,254	-	52,252,400	50,626,900	(1,625,500)	-3.1%
40	CAPITAL	24,706,100	14,376,963	166,896,930	101,944,870	(64,952,060)	-38.9%
50	DEBT SERVICE	50,258,482	7,609,821	26,616,960	26,640,440	23,480	0.1%
55	CONTINGENCY	19,250	-	20,000	20,000	-	0.0%
57	SECTION 115 TRUST	-	-	1,250,000	1,250,000	-	0.0%
59	TRANSFERS OUT	35,284,793	2,071,308	14,402,040	9,707,960	(4,694,080)	-32.6%
	TRANSFERS OUT - RSV	26,750,000	-	3,000,000	3,000,000	-	0.0%
	TRANSFERS OUT - INT SVC ALLOC	2,924,340	200	8,590,930	7,067,100	(1,523,830)	-17.7%
	TRANSFERS OUT - ADMIN FEES	2,191,242	-	3,090,700	3,448,900	358,200	11.6%
81	CHRGS FOR SERVICES	35,520	35,113	35,100	35,500	400	1.1%
95	GN/LS-SALE OF ASSET	(8)	-	-	-	-	0.0%
Grand Total		**291,763,789**	**86,137,508**	**413,705,510**	**383,048,930**	**(30,656,580)**	**-7.4%**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
EXPENDITURES-GENERAL FUND (Actuals through Q3 FY22)

	Category	2021 Actuals	2022 Actuals YTD	2022 Year End Projection	FY 2023 Proposed	$ Chg	% Chg
10	SALARIES	14,438,232	10,140,554	16,890,460	18,546,610	1,656,150	9.8%
11	BENEFITS	5,322,207	4,489,684	7,483,880	8,274,870	790,990	10.6%
15	ORG DEVELOPMENT	274,556	202,556	564,670	685,810	121,140	21.5%
20	OPERATING EXP	5,523,383	3,898,641	9,496,660	10,403,740	907,080	9.6%
21	CONTRACT SERVICES	9,114,003	5,039,207	11,984,870	14,319,390	2,334,520	19.5%
22	SOFTWARE	112,402	37,859	-	7,100	7,100	0.0%
23	CAPITAL OUTLAY	108,091	18,872	117,100	127,950	10,850	9.3%
24	COUNTY CONTRACTS	28,588,856	13,379,364	23,299,200	20,628,700	(2,670,500)	-11.5%
25	UTILITIES	1,980,217	1,235,298	2,506,420	2,540,470	34,050	1.4%
40	CAPITAL	1,613,298	376,071	3,428,400	1,025,930	(2,402,470)	-70.1%
50	DEBT SERVICE	6,147,615	2,846,518	6,276,400	6,349,900	73,500	1.2%
57	SECTION 115 TRUST	-	-	1,250,000	1,250,000	-	0.0%
59	TRANSFERS OUT	1,661,172	-	7,277,340	4,412,960	(2,864,380)	-39.4%
	TRANSFERS OUT - RSV	26,750,000	-	3,000,000	3,000,000	-	0.0%
	TRANSFERS OUT - INT SVC ALLOC	1,734,450	186	5,151,040	3,954,480	(1,196,560)	-23.2%
95	GN/LS-SALE OF ASSET	(8)	-	-	-	-	0.0%
Grand Total		**103,368,473**	**41,664,810**	**98,726,440**	**95,527,910**	**(3,198,530)**	**-3.2%**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
EXPENDITURES-ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY22)

Department/Division	Category	2020 Actuals	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
1. City Council							
CITY COUNCIL	SALARIES	54,833	112,005	140,750	108,950	(31,800)	-22.6%
	BENEFITS	80,972	101,425	54,400	54,830	430	0.8%
	ORG DEVELOPMENT	3,178	4,319	30,000	30,250	250	0.8%
	OPERATING EXP	2,224	2,134	2,500	2,000	(500)	-20.0%
	CAPITAL OUTLAY	-	467	1,000	1,000	-	0.0%
	UTILITIES	-	189	1,500	3,600	2,100	140.0%
	TRANSFERS OUT - INT SVC ALLOC	-	32,540	100,230	64,010	(36,220)	-36.1%
CITY COUNCIL Total		**141,207**	**253,079**	**330,380**	**264,640**	**(65,740)**	**-19.9%**
1. City Council Total		**141,207**	**253,079**	**330,380**	**264,640**	**(65,740)**	**-19.9%**
2. City Attorney							
CITY ATTORNEY	SALARIES	648,114	770,720	885,400	1,099,100	213,700	24.1%
	BENEFITS	375,363	266,800	476,190	595,900	119,710	25.1%
	ORG DEVELOPMENT	24,393	20,139	30,000	39,000	9,000	30.0%
	OPERATING EXP	4,302	5,621	3,600	4,000	400	11.1%
	CONTRACT SERVICES	383,095	926,610	752,500	752,500	-	0.0%
	SOFTWARE	22,178	12,695	-	-	-	0.0%
	CAPITAL OUTLAY	-	2,586	400	2,000	1,600	400.0%
	UTILITIES	123	715	2,500	2,500	-	0.0%
	TRANSFERS OUT - INT SVC ALLOC	-	39,040	120,300	76,810	(43,490)	-36.2%
CITY ATTORNEY Total		**1,457,568**	**2,044,927**	**2,270,890**	**2,571,810**	**300,920**	**13.3%**
RISK MANAGEMENT	ORG DEVELOPMENT	-	535	1,100	1,100	-	0.0%
	OPERATING EXP	-	1,181,998	3,145,100	4,140,500	995,400	31.6%
	CONTRACT SERVICES	-	319,505	304,000	654,000	350,000	115.1%
RISK MANAGEMENT Total		**-**	**1,502,037**	**3,450,200**	**4,795,600**	**1,345,400**	**39.0%**
2. City Attorney Total		**1,457,568**	**3,546,964**	**5,721,090**	**7,367,410**	**1,646,320**	**28.8%**
3. City Manager							
CITY CLERK	SALARIES	327,221	624,059	495,510	514,700	19,190	3.9%
	BENEFITS	127,051	183,552	275,830	268,610	(7,220)	-2.6%
	ORG DEVELOPMENT	809	4,342	20,800	25,770	4,970	23.9%
	OPERATING EXP	6,219	13,514	16,400	18,040	1,640	10.0%
	CONTRACT SERVICES	484	351,800	345,500	672,600	327,100	94.7%
	SOFTWARE	8,800	31,359	-	-	-	0.0%
	CAPITAL OUTLAY	-	-	600	1,500	900	150.0%
	UTILITIES	-	6,470	-	-	-	0.0%
	TRANSFERS OUT - INT SVC ALLOC	-	71,580	220,560	140,820	(79,740)	-36.2%
CITY CLERK Total		**470,583**	**1,286,677**	**1,375,200**	**1,642,040**	**266,840**	**19.4%**
CITY MANAGER	SALARIES	860,855	1,008,817	994,290	893,620	(100,670)	-10.1%
	BENEFITS	405,864	405,619	601,220	475,660	(125,560)	-20.9%
	ORG DEVELOPMENT	34,957	23,429	47,520	66,500	18,980	39.9%
	OPERATING EXP	6,144	155,187	1,968,690	2,410,000	441,310	22.4%
	CONTRACT SERVICES	1,175	34,988	26,000	1,000	(25,000)	-96.2%
	CAPITAL OUTLAY	2,344	916	2,100	12,100	10,000	476.2%
	UTILITIES	2,355	2,320	2,000	2,000	-	0.0%
	TRANSFERS OUT - INT SVC ALLOC	-	56,990	169,150	117,110	(52,040)	-30.8%
CITY MANAGER Total		**1,313,693**	**1,688,267**	**3,810,970**	**3,977,990**	**167,020**	**4.4%**
COMMUNICATIONS	SALARIES	82,016	520,781	493,900	517,240	23,340	4.7%
	BENEFITS	32,347	242,491	278,000	301,650	23,650	8.5%
	ORG DEVELOPMENT	1,671	3,002	8,300	30,350	22,050	265.7%
	OPERATING EXP	429	1,811	4,640	5,150	510	11.0%
	CONTRACT SERVICES	-	302,751	480,100	737,500	257,400	53.6%
	SOFTWARE	-	1,670	10,000	-	(10,000)	-100.0%
	CAPITAL OUTLAY	323	3,719	15,100	-	(15,100)	-100.0%
	UTILITIES	-	2,384	2,180	2,230	50	2.3%
	TRANSFERS OUT - INT SVC ALLOC	-	39,040	120,300	76,810	(43,490)	-36.2%
COMMUNICATIONS Total		**116,785**	**1,117,649**	**1,412,520**	**1,670,930**	**258,410**	**18.3%**
COMMUNITY PROGRAMS	SALARIES	-	384,091	466,740	236,580	(230,160)	-49.3%
	BENEFITS	-	141,023	192,140	116,510	(75,630)	-39.4%
	ORG DEVELOPMENT	-	623	4,500	6,000	1,500	33.3%
	OPERATING EXP	-	43,306	152,600	326,500	173,900	114.0%
	CONTRACT SERVICES	-	6,892	11,500	11,500	-	0.0%
	SOFTWARE	-	756	-	-	-	0.0%
	UTILITIES	-	25,038	24,200	800	(23,400)	-96.7%
COMMUNITY PROGRAMS Total		**-**	**601,729**	**851,680**	**697,890**	**(153,790)**	**-18.1%**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
EXPENDITURES-ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY22)

Department/Division	Category	2020 Actuals	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
GENERAL CITY	SALARIES	-	-	(499,840)	1,579,820	2,079,660	-416.1%
	BENEFITS	71,431	90,913	(131,610)	148,700	280,310	-213.0%
	ORG DEVELOPMENT	80,904	114,346	190,500	193,500	3,000	1.6%
	OPERATING EXP	73,042	258,060	2,740,400	2,739,300	(1,100)	0.0%
	CONTRACT SERVICES	501,179	425,483	365,300	245,300	(120,000)	-32.8%
	CAPITAL OUTLAY	-	829	500	500	-	0.0%
	UTILITIES	156,215	141,719	151,500	152,500	1,000	0.7%
	CAPITAL	-	518,836	-	200,000	200,000	0.0%
	DEBT SERVICE	5,978,435	25,107,171	10,196,800	10,336,400	139,600	1.4%
	TRANSFERS OUT	-	17,946,270	3,450,200	4,295,600	845,400	24.5%
	TRANSFERS OUT - RSV2	-	26,750,000	3,000,000	3,000,000	-	0.0%
	TRANSFERS OUT - ADMIN FEES	-	54,900	45,800	49,300	3,500	7.6%
	SECTION 115 TRUST	-	-	1,250,000	1,250,000	-	0.0%
GENERAL CITY Total		**6,861,206**	**71,408,528**	**20,759,550**	**24,190,920**	**3,431,370**	**16.5%**
HUMAN RESOURCES	SALARIES	148,449	364,603	469,400	504,170	34,770	7.4%
	BENEFITS	79,015	151,943	208,300	228,650	20,350	9.8%
	ORG DEVELOPMENT	10,140	14,587	20,000	19,250	(750)	-3.8%
	OPERATING EXP	12,871	2,167,257	2,338,300	2,364,750	26,450	1.1%
	CONTRACT SERVICES	66,407	1,184,328	1,310,700	1,541,100	230,400	17.6%
	SOFTWARE	-	14,085	-	-	-	0.0%
	CAPITAL OUTLAY	-	-	1,500	1,500	-	0.0%
	TRANSFERS OUT - INT SVC ALLOC	-	45,540	140,350	89,610	(50,740)	-36.2%
HUMAN RESOURCES Total		**316,882**	**3,942,343**	**4,488,550**	**4,749,030**	**260,480**	**5.8%**
INFORMATION TECHNOLOGY	SALARIES	-	701,743	872,100	853,170	(18,930)	-2.2%
	BENEFITS	-	373,047	443,260	370,640	(72,620)	-16.4%
	ORG DEVELOPMENT	-	19	15,000	20,000	5,000	33.3%
	OPERATING EXP	-	192,494	25,000	21,500	(3,500)	-14.0%
	CONTRACT SERVICES	-	8,686	38,200	38,200	-	0.0%
	SOFTWARE	-	830,668	4,441,200	2,839,180	(1,602,020)	-36.1%
	CAPITAL OUTLAY	-	65,511	268,400	260,300	(8,100)	-3.0%
	UTILITIES	-	8,650	16,400	98,400	82,000	500.0%
	CAPITAL	-	77,578	640,500	312,800	(327,700)	-51.2%
INFORMATION TECHNOLOGY Total		**-**	**2,258,398**	**6,760,060**	**4,814,190**	**(1,945,870)**	**-28.8%**
LEGISLATIVE AFFAIRS	SALARIES	-	-	238,800	244,670	5,870	2.5%
	BENEFITS	-	-	98,700	116,510	17,810	18.0%
	ORG DEVELOPMENT	-	-	-	15,000	15,000	0.0%
	OPERATING EXP	-	-	-	1,500	1,500	0.0%
	CONTRACT SERVICES	-	-	330,000	392,000	62,000	18.8%
	CAPITAL OUTLAY	-	-	-	1,000	1,000	0.0%
	UTILITIES	-	-	-	1,600	1,600	0.0%
LEGISLATIVE AFFAIRS Total		**-**	**-**	**667,500**	**772,280**	**104,780**	**15.7%**
RECORDS MANAGEMENT	SALARIES	62,154	-	93,100	116,200	23,100	24.8%
	BENEFITS	545	-	75,700	80,260	4,560	6.0%
	OPERATING EXP	1,995	-	6,000	6,500	500	8.3%
	CONTRACT SERVICES	12,622	-	21,000	23,200	2,200	10.5%
	CAPITAL OUTLAY	146	-	600	800	200	33.3%
	UTILITIES	6,463	-	7,600	8,100	500	6.6%
RECORDS MANAGEMENT Total		**83,924**	**-**	**204,000**	**235,060**	**31,060**	**15.2%**
3. City Manager Total		**9,163,074**	**82,303,590**	**40,330,030**	**42,750,330**	**2,420,300**	**6.0%**
4. Finance							
ASSESSMENT DIST / CFD	CONTRACT SERVICES	-	667,830	971,000	1,111,460	140,460	14.5%
	DEBT SERVICE	-	13,382,502	2,556,700	2,366,670	(190,030)	-7.4%
	TRANSFERS OUT - ADMIN FEES	-	133,289	176,500	179,200	2,700	1.5%
ASSESSMENT DIST / CFD Total		**-**	**14,183,622**	**3,704,200**	**3,657,330**	**(46,870)**	**-1.3%**
FINANCE	SALARIES	1,004,075	1,128,579	1,339,800	1,622,620	282,820	21.1%
	BENEFITS	258,902	458,451	706,610	917,170	210,560	29.8%
	ORG DEVELOPMENT	25,087	11,502	23,500	40,800	17,300	73.6%
	OPERATING EXP	825,492	586,805	154,970	59,000	(95,970)	-61.9%
	CONTRACT SERVICES	128,212	352,293	841,920	937,200	95,280	11.3%
	SOFTWARE	-	15,447	-	-	-	0.0%
	CAPITAL OUTLAY	3,634	7,019	3,000	4,000	1,000	33.3%
	UTILITIES	205	392	720	720	-	0.0%
	DEBT SERVICE	266,000	(229,132)	156,700	75,000	(81,700)	-52.1%
	TRANSFERS OUT	12,516,502	17,338,523	10,910,540	5,370,460	(5,540,080)	-50.8%
	TRANSFERS OUT - INT SVC ALLOC	-	104,130	320,810	204,820	(115,990)	-36.2%
	GN/LS-SALE OF ASSET	-	(8)	-	-	-	0.0%
FINANCE Total		**15,028,110**	**19,774,002**	**14,458,570**	**9,231,790**	**(5,226,780)**	**-36.2%**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
EXPENDITURES-ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY22)

Department/Division	Category	2020 Actuals	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SUCCESSOR AGENCY	SALARIES	-	693	700	800	100	14.3%
	BENEFITS	-	481	500	600	100	20.0%
	OPERATING EXP	-	736,905	33,800	33,800	-	0.0%
	CONTRACT SERVICES	-	1,229,416	1,220,700	1,263,900	43,200	3.5%
	UTILITIES	-	90,111	126,600	127,100	500	0.4%
	PROGRAM EXP	-	-	365,000	365,000	-	0.0%
	INTER-GOV SHARING	-	52,352,254	52,252,400	50,626,900	(1,625,500)	-3.1%
	DEBT SERVICE	-	10,309,346	10,521,000	10,510,400	(10,600)	-0.1%
	TRANSFERS OUT - ADMIN FEES	-	218,816	261,000	307,000	46,000	17.6%
SUCCESSOR AGENCY Total		**-**	**64,938,022**	**64,781,700**	**63,235,500**	**(1,546,200)**	**-2.4%**
PALMDALE COMMUNITY FOUNDATION	OPERATING EXP	115,389	168,577	38,050	169,100	131,050	344.4%
	CONTRACT SERVICES	-	250	130	130	-	0.0%
	CONTINGENCY	41,899	19,250	20,000	20,000	-	0.0%
PALMDALE COMMUNITY FOUNDATION Total		**157,288**	**188,077**	**58,180**	**189,230**	**131,050**	**225.2%**
PALMDALE CCA	SALARIES	-	134,717	360,500	200,380	(160,120)	-44.4%
	BENEFITS	-	60,245	175,200	106,920	(68,280)	-39.0%
	ORG DEVELOPMENT	-	-	5,000	5,000	-	0.0%
	OPERATING EXP	327	450	5,000	13,000	8,000	160.0%
	CONTRACT SERVICES	-	238,739	142,000	25,657,100	25,515,100	17968.4%
	CAPITAL OUTLAY	-	-	1,000	1,000	-	0.0%
	DEBT SERVICE	43,320	(43,320)	25,100	-	(25,100)	-100.0%
PALMDALE CCA Total		**43,647**	**390,831**	**713,800**	**25,983,400**	**25,269,600**	**3540.2%**
4. Finance Total		**15,229,045**	**99,474,554**	**83,716,450**	**102,297,250**	**18,580,800**	**22.2%**
5. Economic & Community Development							
ADMIN - ECONOMIC DEVELOPMENT	SALARIES	-	238,710	288,200	376,500	88,300	30.6%
	BENEFITS	-	111,592	145,900	182,400	36,500	25.0%
	ORG DEVELOPMENT	-	3,003	9,800	11,000	1,200	12.2%
	OPERATING EXP	-	3,518	6,000	7,500	1,500	25.0%
	CONTRACT SERVICES	-	-	-	55,000	55,000	0.0%
	UTILITIES	-	1,258	1,300	1,300	-	0.0%
ADMIN - ECONOMIC DEVELOPMENT Total		**-**	**358,081**	**451,200**	**633,700**	**182,500**	**40.4%**
BUILDING AND SAFETY	SALARIES	829,652	1,074,778	1,143,100	1,235,200	92,100	8.1%
	BENEFITS	430,188	561,256	712,990	729,500	16,510	2.3%
	ORG DEVELOPMENT	12,678	21,603	20,700	42,600	21,900	105.8%
	OPERATING EXP	2,754	243	4,500	4,500	-	0.0%
	CONTRACT SERVICES	211,733	116,981	495,500	750,750	255,250	51.5%
	CAPITAL OUTLAY	5,622	421	600	6,000	5,400	900.0%
	UTILITIES	4,302	6,141	4,600	5,800	1,200	26.1%
	TRANSFERS OUT - INT SVC ALLOC	-	131,770	395,970	266,740	(129,230)	-32.6%
BUILDING AND SAFETY Total		**1,496,928**	**1,913,193**	**2,777,960**	**3,041,090**	**263,130**	**9.5%**
ECONOMIC DEVELOPMENT	SALARIES	396,836	280,526	332,500	228,900	(103,600)	-31.2%
	BENEFITS	146,035	130,905	185,820	140,130	(45,690)	-24.6%
	ORG DEVELOPMENT	19,461	17,982	38,000	36,600	(1,400)	-3.7%
	OPERATING EXP	2,359	849,470	486,500	1,757,000	1,270,500	261.2%
	CONTRACT SERVICES	86,024	210,162	823,600	2,749,600	1,926,000	233.9%
	CAPITAL OUTLAY	-	133	1,500	1,500	-	0.0%
	UTILITIES	258	778	900	900	-	0.0%
	TRANSFERS OUT - INT SVC ALLOC	-	123,670	120,300	76,810	(43,490)	-36.2%
ECONOMIC DEVELOPMENT Total		**650,973**	**1,613,627**	**1,989,120**	**4,991,440**	**3,002,320**	**150.9%**
PLANNING	SALARIES	714,323	684,216	966,800	928,590	(38,210)	-4.0%
	BENEFITS	320,383	269,579	435,070	418,080	(16,990)	-3.9%
	ORG DEVELOPMENT	13,209	3,403	18,900	21,200	2,300	12.2%
	OPERATING EXP	19,856	7,056	15,800	16,300	500	3.2%
	CONTRACT SERVICES	155,371	57,799	23,000	86,200	63,200	274.8%
	CAPITAL OUTLAY	2,083	1,142	3,000	3,000	-	0.0%
	TRANSFERS OUT - INT SVC ALLOC	-	78,080	260,660	153,620	(107,040)	-41.1%
PLANNING Total		**1,225,224**	**1,101,275**	**1,723,230**	**1,626,990**	**(96,240)**	**-5.6%**
5. Economic & Community Development Total		**3,373,125**	**4,986,176**	**6,941,510**	**10,293,220**	**3,351,710**	**48.3%**
6. Neighborhood Services							
AFFORDABLE HOUSING	SALARIES	346,132	388,738	507,900	529,950	22,050	4.3%
	BENEFITS	170,581	178,401	271,000	302,080	31,080	11.5%
	ORG DEVELOPMENT	1,217	7,710	8,980	25,500	16,520	184.0%
	OPERATING EXP	3,973	406,782	792,350	4,047,770	3,255,420	410.9%
	CONTRACT SERVICES	132,383	3,749,868	4,257,190	4,916,930	659,740	15.5%
	CAPITAL OUTLAY	23	9,844	23,500	29,000	5,500	23.4%
	UTILITIES	1,784	1,285,351	1,298,480	1,386,160	87,680	6.8%
	PROGRAM EXP	372,075	751,041	9,503,090	3,023,600	(6,479,490)	-68.2%
	CAPITAL	-	645,946	689,500	584,370	(105,130)	-15.2%
	DEBT SERVICE	-	684,794	1,734,960	1,731,400	(3,560)	-0.2%
	CHRGS FOR SERVICES	35,127	35,520	35,100	35,500	400	1.1%
AFFORDABLE HOUSING Total		**1,063,295**	**8,143,994**	**19,122,050**	**16,612,260**	**(2,509,790)**	**-13.1%**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
EXPENDITURES-ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY22)

Department/Division	Category	2020 Actuals	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
COMMUNITY COMPLIANCE	SALARIES	181,415	1,086,627	1,917,540	2,256,930	339,390	17.7%
	BENEFITS	45,412	366,601	651,530	897,550	246,020	37.8%
	ORG DEVELOPMENT	275	385	8,000	8,000	-	0.0%
	OPERATING EXP	11,907	34,688	55,300	39,300	(16,000)	-28.9%
	CONTRACT SERVICES	72,161	190,173	88,900	88,900	-	0.0%
	SOFTWARE	-	4,550	-	-	-	0.0%
	CAPITAL OUTLAY	8,663	9,474	2,000	2,000	-	0.0%
	COUNTY CONTRACTS	-	10,019	10,260	5,060	(5,200)	-50.7%
	UTILITIES	1,235	8,857	13,800	12,300	(1,500)	-10.9%
	CAPITAL	21,906	15,031	79,000	12,500	(66,500)	-84.2%
	TRANSFERS OUT - INT SVC ALLOC	-	78,820	214,210	176,480	(37,730)	-17.6%
COMMUNITY COMPLIANCE Total		**342,974**	**1,805,225**	**3,040,540**	**3,499,020**	**458,480**	**15.1%**
PUBLIC SAFETY	SALARIES	141,221	651,718	740,300	906,670	166,370	22.5%
	BENEFITS	71,398	316,206	436,360	572,680	136,320	31.2%
	ORG DEVELOPMENT	570	-	9,700	13,000	3,300	34.0%
	OPERATING EXP	3,124	4,962	150,150	353,300	203,150	135.3%
	CONTRACT SERVICES	250	28,612	216,210	644,600	428,390	198.1%
	SOFTWARE	-	31,500	-	-	-	0.0%
	CAPITAL OUTLAY	-	26	4,000	6,000	2,000	50.0%
	COUNTY CONTRACTS	25,140,689	28,588,856	30,840,900	33,725,100	2,884,200	9.4%
	UTILITIES	12,821	21,149	21,400	21,100	(300)	-1.4%
	CAPITAL	-	-	-	-	-	0.0%
	TRANSFERS OUT	-	-	-	-	-	0.0%
	TRANSFERS OUT - INT SVC ALLOC	-	253,840	958,830	760,840	(197,990)	-20.6%
PUBLIC SAFETY Total		**25,370,073**	**29,896,870**	**33,377,850**	**37,003,290**	**3,625,440**	**10.9%**
CDBG ADMINISTRATION	SALARIES	-	-	107,700	43,400	(64,300)	-59.7%
	BENEFITS	-	-	42,900	27,400	(15,500)	-36.1%
	ORG DEVELOPMENT	-	-	5,500	5,500	-	0.0%
	OPERATING EXP	-	-	1,929,880	285,780	(1,644,100)	-85.2%
	CONTRACT SERVICES	-	-	102,300	99,120	(3,180)	-3.1%
	CAPITAL OUTLAY	-	-	100	100	-	0.0%
	PROGRAM EXP	-	-	193,200	174,600	(18,600)	-9.6%
	CAPITAL	-	-	316,100	-	(316,100)	-100.0%
	DEBT SERVICE	-	-	378,700	573,570	194,870	51.5%
CDBG ADMINISTRATION Total		**-**	**-**	**3,076,380**	**1,209,470**	**(1,866,910)**	**-60.7%**
6. Neighborhood Services Total		**26,776,342**	**39,846,089**	**58,616,820**	**58,324,040**	**(292,780)**	**-0.5%**
7. Public Works							
CAPITAL IMPROVEMENT PROJECTS	SALARIES	417,282	517,974	-	-	-	0.0%
	BENEFITS	287,665	529,130	-	-	-	0.0%
	CAPITAL	28,356,848	23,308,823	163,230,360	98,860,270	(64,370,090)	-39.4%
CAPITAL IMPROVEMENT PROJECTS Total		**29,061,795**	**24,355,928**	**163,230,360**	**98,860,270**	**(64,370,090)**	**-39.4%**
ENGINEERING	SALARIES	563,326	1,635,745	1,724,200	1,746,190	21,990	1.3%
	BENEFITS	246,410	681,526	888,700	970,870	82,170	9.2%
	ORG DEVELOPMENT	2,850	9,051	41,700	41,700	-	0.0%
	OPERATING EXP	4,546	475,277	743,800	837,930	94,130	12.7%
	CONTRACT SERVICES	97,600	358,620	578,200	835,700	257,500	44.5%
	SOFTWARE	-	17,271	-	-	-	0.0%
	CAPITAL OUTLAY	165	28,184	31,200	31,200	-	0.0%
	UTILITIES	997	736,958	1,626,150	1,766,300	140,150	8.6%
	CAPITAL	-	1,864	-	-	-	0.0%
	DEBT SERVICE	19,316	1,010,419	1,010,200	1,010,200	-	0.0%
	TRANSFERS OUT - INT SVC ALLOC	-	62,450	569,740	647,850	78,110	13.7%
	TRANSFERS OUT - ADMIN FEES	-	506,954	760,600	832,000	71,400	9.4%
ENGINEERING Total		**935,209**	**5,524,319**	**7,974,490**	**8,719,940**	**745,450**	**9.3%**
ENVIRONMENTAL	SALARIES	-	111,485	157,700	345,220	187,520	118.9%
	BENEFITS	-	45,417	78,250	182,750	104,500	133.5%
	OPERATING EXP	-	9,910	2,200	3,960	1,760	80.0%
	CONTRACT SERVICES	-	197,594	274,700	758,230	483,530	176.0%
	UTILITIES	-	41	-	-	-	0.0%
ENVIRONMENTAL Total		**-**	**364,446**	**512,850**	**1,290,160**	**777,310**	**151.6%**
MAINTENANCE	SALARIES	-	5,866,413	6,855,800	7,367,630	511,830	7.5%
	BENEFITS	-	3,412,538	4,085,680	4,569,330	483,650	11.8%
	ORG DEVELOPMENT	-	41,700	93,500	108,000	14,500	15.5%
	OPERATING EXP	-	2,374,260	2,798,200	3,462,050	663,850	23.7%
	CONTRACT SERVICES	-	6,003,510	9,201,850	9,629,900	428,050	4.7%
	SOFTWARE	-	31,798	-	-	-	0.0%
	CAPITAL OUTLAY	-	39,892	56,600	61,600	5,000	8.8%
	UTILITIES	-	2,684,677	3,372,600	3,490,300	117,700	3.5%
	CAPITAL	-	97,425	1,759,800	1,649,000	(110,800)	-6.3%
	DEBT SERVICE	-	26,424	26,500	26,500	-	0.0%
	TRANSFERS OUT - INT SVC ALLOC	-	1,298,860	3,335,640	2,952,690	(382,950)	-11.5%
	TRANSFERS OUT - ADMIN FEES	-	1,277,283	1,846,800	2,081,400	234,600	12.7%
MAINTENANCE Total		**-**	**23,154,780**	**33,432,970**	**35,398,400**	**1,965,430**	**5.9%**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
EXPENDITURES-ALL FUNDS-BY DEPARTMENT/DIVISION (Actuals through Q3 FY22)

Department/Division	Category	2020 Actuals	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
PUBLIC WORKS - ADMINISTRATION	SALARIES	575,858	949,468	1,014,800	1,414,270	399,470	39.4%
	BENEFITS	(16,535)	(478,002)	7,320	250,730	243,410	3325.3%
	ORG DEVELOPMENT	11,844	7,756	19,200	20,050	850	4.4%
	OPERATING EXP	15,937	5,743	12,100	12,100	-	0.0%
	CONTRACT SERVICES	56,748	110,277	230,330	163,000	(67,330)	-29.2%
	SOFTWARE	-	599	-	-	-	0.0%
	CAPITAL OUTLAY	-	1,601	1,500	1,500	-	0.0%
	UTILITIES	3,388	3,029	4,500	4,500	-	0.0%
	DEBT SERVICE	10,164	10,278	10,300	10,300	-	0.0%
	TRANSFERS OUT - INT SVC ALLOC	-	4,590	12,530	10,320	(2,210)	-17.6%
PUBLIC WORKS - ADMINISTRATION Total		**657,404**	**615,338**	**1,312,580**	**1,886,770**	**574,190**	**43.7%**
7. Public Works Total		**30,654,408**	**54,014,811**	**206,463,250**	**146,155,540**	**(60,307,710)**	**-29.2%**
8. Parks & Recreation							
EVENTS & CULTURE	SALARIES	55,666	522,155	1,086,000	1,090,210	4,210	0.4%
	BENEFITS	8,777	191,977	258,470	288,810	30,340	11.7%
	ORG DEVELOPMENT	-	-	9,010	7,100	(1,910)	-21.2%
	OPERATING EXP	9,311	41,011	152,370	728,480	576,110	378.1%
	CONTRACT SERVICES	-	112,136	500,920	834,360	333,440	66.6%
	SOFTWARE	-	744	-	3,100	3,100	0.0%
	CAPITAL OUTLAY	-	12,527	6,300	7,000	700	11.1%
	UTILITIES	-	35,641	47,300	47,300	-	0.0%
	CAPITAL	-	40,597	17,770	-	(17,770)	-100.0%
	TRANSFERS OUT	-	-	41,300	41,900	600	1.5%
EVENTS & CULTURE Total		**73,754**	**956,788**	**2,119,440**	**3,048,260**	**928,820**	**43.8%**
LIBRARY	SALARIES	-	3,149	28,400	33,850	5,450	19.2%
	BENEFITS	-	121	800	1,050	250	31.3%
	ORG DEVELOPMENT	-	-	500	500	-	0.0%
	OPERATING EXP	-	264,654	244,000	286,500	42,500	17.4%
	CONTRACT SERVICES	-	976,135	1,057,900	1,154,530	96,630	9.1%
	CAPITAL OUTLAY	-	4,730	34,500	10,000	(24,500)	-71.0%
	UTILITIES	-	46,907	63,700	64,700	1,000	1.6%
	CAPITAL	-	-	50,000	-	(50,000)	-100.0%
	TRANSFERS OUT - INT SVC ALLOC	-	78,080	240,610	153,620	(86,990)	-36.2%
LIBRARY Total		**-**	**1,373,777**	**1,720,410**	**1,704,750**	**(15,660)**	**-0.9%**
PARKS & FACILITIES	SALARIES	487,117	1,279,196	2,111,500	2,199,030	87,530	4.1%
	BENEFITS	184,327	363,809	595,630	581,760	(13,870)	-2.3%
	ORG DEVELOPMENT	7,778	17,247	25,300	24,300	(1,000)	-4.0%
	OPERATING EXP	22,517	183,303	284,500	501,300	216,800	76.2%
	CONTRACT SERVICES	80,145	193,556	315,400	356,300	40,900	13.0%
	SOFTWARE	-	-	10,700	14,700	4,000	37.4%
	CAPITAL OUTLAY	2,448	59,949	38,700	25,800	(12,900)	-33.3%
	UTILITIES	1,151	260,972	304,120	314,620	10,500	3.5%
	CAPITAL	-	-	56,900	293,170	236,270	415.2%
	TRANSFERS OUT - INT SVC ALLOC	-	425,320	1,290,740	1,098,140	(192,600)	-14.9%
PARKS & FACILITIES Total		**785,483**	**2,783,352**	**5,033,490**	**5,409,120**	**375,630**	**7.5%**
RECREATION SERVICES	SALARIES	177,985	1,604,578	1,844,100	2,043,350	199,250	10.8%
	BENEFITS	33,651	400,931	345,700	293,070	(52,630)	-15.2%
	ORG DEVELOPMENT	-	2,855	12,140	13,640	1,500	12.4%
	OPERATING EXP	27,681	95,554	174,200	171,700	(2,500)	-1.4%
	CONTRACT SERVICES	30,009	57,629	200,700	290,700	90,000	44.8%
	CAPITAL OUTLAY	-	22,282	15,000	25,350	10,350	69.0%
	UTILITIES	-	40,780	63,800	63,800	-	0.0%
	CAPITAL	-	-	57,000	32,760	(24,240)	-42.5%
RECREATION SERVICES Total		**269,326**	**2,224,609**	**2,712,640**	**2,934,370**	**221,730**	**8.2%**
8. Parks & Recreation Total		**1,128,564**	**7,338,525**	**11,585,980**	**13,096,500**	**1,510,520**	**13.0%**
Grand Total		**87,923,333**	**291,763,789**	**413,705,510**	**380,548,930**	**(33,156,580)**	**-8.0%**

Personnel and Staffing

Palmdale, California

Annual Budget Fiscal Year 2022-23

Personnel and Staffing

Vision Statement

To be a High Performing Organization providing world class service that enhances the quality of life through innovation, passion, engagement, and collaboration.

Our Values

The City's values reflect the interest and needs of the community, and the level of service they expect and deserve.

Personnel Overview

The positions listed in this budget document reflect positions funded with current resources. All positions, both full-time and part-time, are shown in Full-Time Equivalents (FTE). A Full-Time Equivalent (FTE) is defined as a position that works 2,080 hours per fiscal year. For example, a full-time employee who works 2,080 hours per fiscal year equals 1.00 FTE. A part-time employee who works 1,040 hours per fiscal year equals 0.50 FTE.

Position Control

Addition or deletion of positions following the adoption of budget may only occur with City Council majority vote. In accordance with Palmdale Municipal Code Section 2.04.060(B), the City Manager shall have the power to control, order and give directions to all heads of departments, subordinate officers and employees of the City, except the City Attorney and City Treasurer; to transfer employees from one department to another; and to consolidate or combine offices, positions, department or units under the City Manager.

Summary by Department

Full-Time Positions

Department	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Amended	FY 2023 Proposed
City Council	–	–	0.50	1.00	1.00
City Manager	31.00	37.00	46.50	56.00	56.00
City Attorney	4.00	6.00	8.00	8.00	8.00
Economic & Community Development	32.00	30.00	31.00	34.00	34.00
Neighborhood Services	24.00	24.00	24.00	31.00	38.00
Public Works	109.00	114.00	116.00	119.00	126.00
Parks & Recreation	16.00	17.00	19.00	22.00	24.00
Total	**216.00**	**228.00**	**245.00**	**271.00**	**287.00**

Part-Time Positions

Department	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Amended	FY 2023 Proposed
City Council	5.00	5.00	5.00	5.00	5.00
City Manager	4.64	3.95	3.67	3.30	3.30
Economic & Community Development	0.05	0.07	0.07	0.07	0.07
Neighborhood Services	25.06	23.45	24.78	4.55	4.55
Public Works	3.85	2.42	3.15	1.90	3.28
Parks & Recreation	71.85	60.38	81.57	82.13	82.85
Total	**110.45**	**95.27**	**118.24**	**96.95**	**99.05**

Summary of Significant Changes

FY 2022-23 Position Increases (Decreases)

Department	Position	Division	Increase	Decrease
Neighborhood Services	Code Enforcement Officer I	Community Compliance	2.00	
	Community Service Officer	Community Compliance	2.00	
	Neighborhood Compliance Officer	Community Compliance	2.00	
	Public Safety Specialist	Public Safety	1.00	
Parks & Recreation	Recreation Supervisor	Recreation Services	1.00	
	Theater Operations Coordinator	Events and Culture	1.00	
Public Works	Assessment District Specialist	Engineering	1.00	
	Engineering Manager	Engineering	1.00	
	Maintenance Worker I/II	Maintenance	3.00	
	Equipment Operator	Maintenance	1.00	
	Planning Aide	Environmental	1.00	
		Total	**16.00**	**-**
		Net Increase (Decrease)	**16.00**	

The below table outline proposed title changes. There is no change in salaries for these positions.

Department	Position	Division
City Council	Council Chief of Staff	City Council
Public Works	Safety Officer	Maintenance

Effective July 4, 2022

CLASSIFICATION AND PAY PLAN – GENERAL POSITIONS
FY 2022 – 2023

TITLE	RANGE Hourly	RANGE #
Intern	$15.45- $17.43 per hour	14
Program Aide	$15.45- $17.43 per hour	14
Public Security Officer	$15.45- $17.43 per hour	14
Administrative Intern	$16.92 – $21.60 per hour	18
Records Management Clerk I	$16.92 – $21.60 per hour	18
Senior Public Security Officer	$16.92 – $21.60 per hour	18
Office Assistant I	$18.65 – $23.81 per hour	20
Records Management Clerk II	$18.65 – $23.81 per hour	20
SAVES Assistant	$20.57 – $26.25 per hour	22
Senior Records Management Clerk	$20.57 – $26.25 per hour	22
Neighborhood Compliance Officer	$22.68 – $28.95 per hour	24
Theater Operations Technician	$22.68 – $28.95 per hour	24
Senior Neighborhood Compliance Officer	$25.01 – $31.92 per hour	26
Theater Operations Coordinator	$25.01 – $31.92 per hour	26
Administrative Assistant	$26.25 – $33.50 per hour	27

TITLE	RANGE Monthly	RANGE #
Office Assistant I	$3,233 - $4,127	20
Account Clerk I	$3,565 - $4,550	22
Office Assistant II	$3,565 - $4,550	22
SAVES Assistant	$3,565 - $4,550	22
Account Clerk II	$3,931 - $5,018	24
Audio Technician	$3,931 - $5,018	24
Neighborhood Compliance Officer	$3,931 - $5,018	24
Public Safety Technician	$3,931 - $5,018	24
Records Management Specialist	$3,931 - $5,018	24
Community Compliance Aide I	$4,335 - $5,533	26
Community Service Officer	$4,335 - $5,533	26
Development Technician I	$4,335 - $5,533	26
Information Technology Technician I	$4,335 - $5,533	26
Senior Account Clerk	$4,335 - $5,533	26
Theater Operations Coordinator	$4,335 - $5,533	26
Administrative Assistant	$4,550 - $5,810	27
Management Aide	$4,550 - $5,810	27
Business License Coordinator	$4,777 - $6,101	28
Community Compliance Aide II	$4,777 - $6,101	28
Community Development Technician II	$4,777 - $6,101	28
Financial Technician	$4,777 - $6,101	28
Information Technology Technician II	$4,777 - $6,101	28

Effective July 4, 2022

TITLE	RANGE Monthly	RANGE #
Payroll Specialist	$4,777 - $6,101	28
Public Safety Specialist	$4,777 - $6,101	28
Housing Technician	$5,018 - $6,405	29
SAVES Coordinator	$5,018 - $6,405	29
Senior Administrative Assistant	$5,018 - $6,405	29
Senior Community Development Technician	$5,018 - $6,405	29
Supervising Public Security Officer	$5,018 - $6,405	29
Building Inspector I	$5,271 - $6,725	30
Economic Development Coordinator	$5,271 - $6,725	30
Engineering Technician I	$5,271 - $6,725	30
Plan Reviewer Aide	$5,271 - $6,725	30
Planning Aide	$5,271 - $6,725	30
Public Art Coordinator	$5,271 - $6,725	30
Public Works Inspector I	$5,271 - $6,725	30
Recreation Coordinator	$5,271 - $6,725	30
Senior Payroll Specialist	$5,271 - $6,725	30
Buyer	$5,533 - $7,062	31
City Council Legislative Aide	$5,533 - $7,062	31
Code Enforcement Officer I	$5,533 - $7,062	31
Community Compliance Specialist	$5,533 - $7,062	31
Deputy City Clerk	$5,533 - $7,062	31
Digital Media Specialist	$5,533 - $7,062	31
Environmental Compliance Inspector	$5,533 - $7,062	31
Executive Assistant	$5,533 - $7,062	31
Human Resources Specialist	$5,533 - $7,062	31
Neighborhood Services Specialist	$5,533 - $7,062	31
Traffic Signal & Streetlight Technician I	$5,533 - $7,062	31
Assistant Planner	$5,810 - $7,415	32
Building Inspector II	$5,810 - $7,415	32
Engineering Technician II	$5,810 - $7,415	32
Information Technology Specialist	$5,810 - $7,415	32
Public Works Inspector II	$5,810 - $7,415	32
Supervising Community Development Technician	$5,810 - $7,415	32
Assistant Engineer I	$6,101 - $7,786	33
Code Enforcement Officer II	$6,101 - $7,786	33
Collection System Maintenance Planner	$6,101 - $7,786	33
Community Compliance Coordinator	$6,101 - $7,786	33
GIS Analyst	$6,101 - $7,786	33
Human Resources Analyst I	$6,101 - $7,786	33
Legal & Risk Assistant	$6,101 - $7,786	33
Management Analyst I	$6,101 - $7,786	33
Recreation Supervisor	$6,101 - $7,786	33
Senior Buyer	$6,101 - $7,786	33
Traffic Signal & Streetlight Technician II	$6,101 - $7,786	33
Associate Planner	$6,405 - $8,174	34
Plan Reviewer	$6,405 - $8,174	34
Senior Building Inspector	$6,405 - $8,174	34
Senior Engineering Technician	$6,405 - $8,174	34
Senior Public Works Inspector	$6,405 - $8,174	34

Effective July 4, 2022

TITLE	RANGE Monthly	RANGE #
Assistant Engineer II	$6,725 - $8,583	35
Community Programs Coordinator	$6,725 - $8,583	35
Financial Analyst	$6,725 - $8,583	35
Housing Coordinator	$6,725 - $8,583	35
Human Resources Analyst II	$6,725 - $8,583	35
Information Technology Analyst I	$6,725 - $8,583	35
Maintenance Asset Analyst	$6,725 - $8,583	35
Management Analyst II	$6,725 - $8,583	35
Marketing & Digital Specialist	$6,725 - $8,583	35
Media Production Specialist	$6,725 - $8,583	35
Paralegal	$6,725 - $8,583	35
Senior Code Enforcement Officer	$6,725 - $8,583	35
Senior Traffic Signal & Streetlight Technician	$6,725 - $8,583	35
Water Park Supervisor	$6,725 - $8,583	35
Collection System Superintendent	$7,062 - $9,012	36
Community Compliance Supervisor	$7,062 - $9,012	36
Facilities Superintendent	$7,062 - $9,012	36
Fleet Superintendent	$7,062 - $9,012	36
Parks Superintendent	$7,062 - $9,012	36
Public Safety Supervisor	$7,062 - $9,012	36
Senior Financial Analyst	$7,062 - $9,012	36
Senior Plan Reviewer	$7,062 - $9,012	36
Urban Grounds and Green Spaces Superintendent	$7,062 - $9,012	36
Associate Engineer	$7,415 - $9,455	37
Information Technology Analyst II	$7,415 - $9,455	37
Public Works Project Manager	$7,415 - $9,455	37
Senior Housing Coordinator	$7,415 - $9,455	37
Senior Human Resources Analyst	$7,415 - $9,455	37
Senior Management Analyst	$7,415 - $9,455	37
Senior Planner	$7,415 - $9,455	37
Supervising Building Inspector	$7,415 - $9,455	37
Supervising Financial Analyst	$7,415 - $9,455	37
Supervising Public Works Inspector	$7,415 - $9,455	37
Budget Officer	$7,786 - $9,935	38
Deputy Public Information Officer	$7,786 - $9,935	38
Diversity, Equity & Inclusion Specialist	$7,786 - $9,935	38
GIS Coordinator	$7,786 - $9,935	38
Purchasing/Risk Manager	$7,786 - $9,935	38
Safety Specialist	$7,786 - $9,935	38
Street Superintendent	$7,786 - $9,935	38
Traffic Signal & Streetlight Manager	$7,786 - $9,935	38
Senior Information Technology Analyst	$8,174 - $10,433	39
Senior Public Works Project Manager	$8,174 - $10,433	39

Effective July 4, 2022

TITLE	RANGE Monthly	RANGE #
Assistant Finance Manager	$8,583 - $10,955	40
Community Compliance Manager	$8,583 - $10,955	40
Community Programs Manager	$8,583 - $10,955	40
Deputy City Attorney	$8,583 - $10,955	40
Emergency Services Administrator	$8,583 - $10,955	40
Energy Resources Manager	$8,583 - $10,955	40
Environmental Resources Manager	$8,583 - $10,955	40
Housing Manager	$8,583 - $10,955	40
Principal Planner	$8,583 - $10,955	40
Recreation Manager	$8,583 - $10,955	40
Senior Civil Engineer	$8,583 - $10,955	40
Assistant to the City Manager	$9,012- $11,502	41
City Clerk	$9,012- $11,502	41
Communication and Public Information Officer	$9,012- $11,502	41
Building Official	$9,455 - $12,078	42
Economic Development Manager	$9,455 - $12,078	42
Information Technology Manager	$9,455 - $12,078	42
Maintenance Services Manager	$9,455 - $12,078	42
Capital Improvement Program Manager	$10,433 - $13,315	44
Finance Manager	$10,433 - $13,315	44
Human Resources Manager	$10,433 - $13,315	44
Planning Manager	$10,433 - $13,315	44
Traffic Engineer	$10,433 - $13,315	44
Deputy Director of Economic & Community Development	$10,955 - $13,981	45
Deputy Director of Finance	$10,955 - $13,981	45
Deputy Director of Parks & Recreation	$10,955 - $13,981	45
Assistant City Attorney	$12,078 - $15,415	47
City Engineer	$12,078 - $15,415	47
Deputy Director of Public Works	$12,078 - $15,415	47
Deputy City Manager	$12,681 - $16,186	48
Director of Economic & Community Development	$12,681 - $16,186	48
Director of Finance	$12,681 - $16,186	48
Director of Neighborhood Services	$12,681 - $16,186	48
Director of Parks & Recreation	$12,681 - $16,186	48
Director of Public Works	$15,415 - $19,673	52
Assistant City Manager	$17,845 - $22,774	55

TITLE	Monthly - Contract
City Manager	$25,925
City Attorney	$17,425

CITY OF PALMDALE

CLASSIFICATION AND PAY PLAN – BARGAINING UNIT POSITIONS
FY 2022 – 2023

TITLE	RANGE Hourly	RANGE #
Maintenance Helper	$15.64 - $18.11 per hour	14

TITLE	RANGE Monthly	RANGE #
Custodian I	$3,633 - $4,638	22
Maintenance Worker I	$3,633 - $4,638	22
Collection System Operator I	$4,006 - $5,113	24
Custodian II	$4,006 - $5,113	24
Maintenance Worker II	$4,006 - $5,113	24
Collection System Operator II	$4,417 - $5,639	26
Equipment Operator	$5,113 - $6,526	29
Landscape Inspector	$5,113 - $6,526	29
Lead Custodian	$5,113 - $6,526	29
Maintenance Leadworker	$5,113 - $6,526	29
Maintenance Specialist	$5,113 - $6,526	29
Senior Collection System Operator	$5,113 - $6,526	29
Heavy Equipment Operator	$5,639 - $7,197	31
Senior Maintenance Specialist	$5,639 - $7,197	31

CLASSIFICATION AND PAY PLAN
PARKS AND RECREATION UNBENEFITED POSITIONS
FY 2022 – 2023

TITLE	RANGE Hourly	RANGE #
Program Leader I	$16.48 - $18.17 per hour	1
Program Leader II	$17.30 - $19.08 per hour	2
Lifeguard I	$17.30 - $19.08 per hour	2
Stage Assistant I	$17.30 - $19.08 per hour	2
Lifeguard II	$18.17 - $20.03 per hour	3
Stage Assistant II	$18.17 - $20.03 per hour	3
Senior Program Leader	$20.03 - $22.08 per hour	4
Senior Lifeguard	$20.03 - $22.08 per hour	4
Stage Assistant III	$20.03 - $22.08 per hour	4
Head Lifeguard	$21.03 - $23.19 per hour	5
Senior Stage Assistant	$21.03 - $23.19 per hour	5

CITY OF PALMDALE
CLASSIFICATION AND PAY PLAN – "Y" Rated Positions
FY 2022-2023

TITLE	RANGE Hourly	RANGE #
Senior Stage Assistant	$22.45 - $23.82 per hour	7

TITLE	RANGE Monthly	RANGE #
Administrative Assistant	$5,533- $7,062	31

City Council

Palmdale, California

Annual Budget Fiscal Year 2022-23

City Council

The City Council is the governing body of the City of Palmdale with direct responsibility for formulating City policies, enacting laws, and deciding land use issues. The City Council also serves as the Successor Agency to the Redevelopment Agency, Palmdale Airport Authority, and Palmdale Civic Authority governing board. The City is divided into five (5) geographic areas, and voters in each district elect one council representative who also lives in that district. The five-person council designates one of its members to serve as Mayor at the December meeting each year. Additional information on voting districts is provided on the City's website at www.cityofpalmdale.org/Elections.

The City Council's duties include approval of the Annual Budget and oversight of financial affairs of the City. The Mayor and City Councilmembers appoint the City Manager and the City Attorney. The City Council has the power to adopt ordinances and resolutions; make appointments to advisory boards and commissions; establish policy and approve programs; act on program and administrative recommendations of City staff; appropriate funds and approve contracts; and provide direction to staff in response to concerns and needs of residents and businesses, as well as advocating for/against local, state and federal legislative and regulatory issues.

Staff to the City Councilmembers assist in responding to numerous calls and letters from citizens each week, including conducting research and drafting responses.

FY 2022-23 Goals & Objectives

- Promote community engagement by establishing special public committees to address public safety, park safety, and the General Plan update;
- Remain steadfast in supporting economic development driven projects to stimulate job creation, business retention and economic growth;
- Continue effective outreach to support the local business community and develop a strategy for community recovery post COVID-19;
- Continue to promote the City's values and leadership philosophy;
- Continue to implement the Ten-Year Capital Improvement Plan (CIP);
- Complete the redistricting process; and,
- Represent the City's interest in regional, state, and federal issues.

Item Description	2021 Actual	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$112,005	$140,750	$108,950	$(31,800)	-22.6%
BENEFITS	101,425	54,400	54,830	430	0.8%
ORG DEVELOPMENT	4,319	30,000	30,250	250	0.8%
OPERATING EXP	2,134	2,500	2,000	(500)	-20.0%
CAPITAL OUTLAY	467	1,000	1,000	-	0.0%
UTILITIES	189	1,500	3,600	2,100	140.0%
TRANSFERS OUT - INT SVC ALLOC	32,540	100,230	64,010	(36,220)	-36.1%
CITY COUNCIL TOTAL	**$253,079**	**$330,380**	**$264,640**	**$(65,740)**	**-19.9%**

City Attorney

Palmdale, California

Annual Budget Fiscal Year 2022-23

City Attorney

The City Attorney's Office provides representation and advice to the City Council and all City agencies, authorities, boards, commissions, and all City officers and staff in all matters of law pertaining to the City.

The City Attorney acts as general counsel to the City Council and all City agencies, boards, committees, and commissions. The City Attorney's Office provides advice and direction to City staff related to the operation of the municipal government, and reviews and prepares resolutions, ordinances, contract services agreements and Public Works contracts as needed.

The responsibilities of the City Attorney's Office include, but are not limited to: attend all regular, special and adjourned meetings of the City Council, Successor Agency to the Community Redevelopment Agency, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, Planning Commission, Mobile Home Rent Control Board, and Library Board of Trustees, and hearings (upon request); draft or review all ordinances, resolutions or agreements presented to the City Council and its agencies, boards and commissions (as needed); coordinate all pending litigation pertaining to the City; remain available at all times for consultation and advice on legal matters by the City Council, City Manager or City staff; and supervise insurance and risk management matters for the City.

FY 2022-23 Goals

- Complete Mobile Home Rent Control Ordinance revisions;
- Finalize Palmdale Municipal Code Chapter 16 regarding subdivisions;
- Initiate program to create a paperless contract management system;
- Review the City's current insurance to ensure adequate coverage;
- Assist staff regarding food truck regulations;
- Continue to assist staff on major property transactions;
- Continue to assist Code Enforcement with major cases;
- Continue to provide training to the City Council, Planning Commission and Neighborhood Services department on various topics as directed; and,
- Update Conflict of Interest Code.

Item Description	2021 Actual	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$770,720	$885,400	$1,099,100	$213,700	24.1%
BENEFITS	266,800	476,190	595,900	119,710	25.1%
ORG DEVELOPMENT	20,139	30,000	39,000	9,000	30.0%
OPERATING EXP	5,621	3,600	4,000	400	11.1%
CONTRACT SERVICES	926,610	752,500	752,500	-	0.0%
SOFTWARE	12,695	-	-	-	0.0%
CAPITAL OUTLAY	2,586	400	2,000	1,600	400.0%
UTILITIES	715	2,500	2,500	-	0.0%
TRANSFERS OUT - INT SVC ALLOC	39,040	120,300	76,810	(43,490)	-36.2%
CITY ATTORNEY TOTAL	**$2,044,927**	**$2,270,890**	**$2,571,810**	**$300,920**	**13.3%**

Primary Program Expenditure Explanations

- Salaries & Benefits – Savings recognized in the current year for vacant positions. Proposing to fully fund all positions in FY 2022-23.
- Capital Outlay – Office equipment under $5K for new staff.

Risk Management

The Risk Management division serves to aid in the protection of personnel and physical assets of the City from injury, damage, and loss through administration of a comprehensive Risk Management Program. Program services include claims administration for general liability and property damage; loss prevention and restitution; safety; insurance procurement; and training.

2021 Accomplishments

- Processed approximately 55 claims;
- Processed approximately 135 potential litigation reports;
- Assisted staff in setting insurance requirements for rentals, bids, public works projects, public art projects and special events;
- Recovered approximately $107,000 in restitution costs for damaged City property;
- Awaiting payment of approximately $242,324 in restitution costs for damaged City property;
- Successfully bound insurance coverage; and,
- Advised staff in mitigating liability risk throughout the City.

Item Description	2021 Actual	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
ORG DEVELOPMENT	$535	1,100	$1,100	$-	0.0%
OPERATING EXP	1,181,998	3,145,100	4,140,500	995,400	31.6%
CONTRACT SERVICES	319,505	304,000	654,000	350,000	115.1%
RISK MANAGEMENT TOTAL	**$1,502,037**	**$3,450,200**	**$4,795,600**	**$1,345,400**	**39.0%**

Primary Program Expenditure Explanations

- Operating Expenses – Public liability self-insurance claims are anticipated to increase in FY 2022-23 due to potential settlements.
- Contract Services – Contract services reflect increases in payments to outside attorneys handling existing cases.

City Manager

Palmdale, California

Annual Budget Fiscal Year 2022-23

City Manager

The City Manager is responsible for directing, organizing, and guiding all City departments, and overseeing the enforcement of all pertinent state and federal laws and municipal ordinances. In addition, the City Manager oversees the preparation of the operating and capital improvement budgets and is responsible for administering these budgets after they are adopted by the City Council. The City Manager advises the City Council regarding policy decisions and programs, acts upon the requests of the City Council, and assists the council in overseeing the financial affairs of the City.

The City Manager oversees legislative advocacy and intergovernmental relations efforts, advising the City Council on local, state and federal legislative and regulatory issues.

The City Manager serves on the Oversight Board of the Successor Agency to the Palmdale Community Redevelopment Agency and as Executive Director of the Housing Authority, Palmdale Civic Authority, Palmdale Airport Authority, Palmdale Finance Authority and Industrial Development Authority.

FY 2022-23 Goals

- Provide the City Council with an update on the fiscal viability of strategic planning objectives;
- With input from the executive team, create an incentive program for staff input regarding organizational effectiveness and cost savings, and present to the City Council for consideration;
- Work with the Economic & Community Development and Public Works departments to review the list of City-owned properties and facilities, and prepare a strategy for most efficient use and/or development opportunities; and,
- Hold meetings with department employees to review the City's strategic plan and discuss implementation of the strategic plan into each department's work plan.

Item Description	2021 Actual	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$1,008,817	$994,290	$893,620	$(100,670)	-10.1%
BENEFITS	405,619	601,220	475,660	(125,560)	-20.9%
ORG DEVELOPMENT	23,429	47,520	66,500	18,980	39.9%
OPERATING EXP	155,187	1,968,690	2,410,000	441,310	22.4%
CONTRACT SERVICES	34,988	26,000	1,000	(25,000)	-96.2%
CAPITAL OUTLAY	916	2,100	12,100	10,000	476.2%
UTILITIES	2,320	2,000	2,000	-	0.0%
TRANSFERS OUT - INT SVC ALLOC	56,990	169,150	117,110	(52,040)	-30.8%
CITY MANAGER TOTAL	**$1,688,267**	**$3,810,970**	**$3,977,990**	**$167,020**	**4.4%**

Primary Program Expenditure Explanations

- Salaries & Benefits – Decreases are due to anticipated partial year savings of vacant Assistant City Manager position.
- Operating Expenses – Increases are a result in increased programming for Measure AV Grant Program, and Mental Health Programs to be funded by American Rescue Plan Act. Both programs are administered through the City Manager's department.

City Clerk

The City Clerk's Office works to ensure the integrity and transparency of open municipal governance through the preparation, management, distribution, and access to all City Council, agency, and authority agendas and minutes. The Clerk's Office is required by law to meet all legal deadlines for publishing and posting required notices and supporting the legislative needs of the City Council and their constituents.

The City Clerk's Office administers and coordinates the citywide Comprehensive Records Management Program, which ensures that departments adhere to a uniform and consistent program for all City records, including creation, utilization, maintenance, security, retention, storage, and preservation. It is responsible for destruction of all City records in accordance with the Records Retention Schedule and all applicable federal, state, or local laws, and such rules and regulations as may be adopted by the City Council.

In coordination with other election authorities, the City Clerk's Office manages the City's Municipal Election from election preplanning to certification of election results. The Clerk assists candidates in meeting their legal responsibilities before, during, and after an election. The Clerk also provides election information to the public regarding the political process, information regarding current and past elections, and ensures the City's election web pages have the most up-to-date information available.

FY 2022-23 Goals

- Coordinate the City's General Municipal Election on November 3, 2022 for the election of the Mayor and District 1 and District 2 Councilmembers;
- Update election web pages;
- During the nomination filing period, compile City general information, all official nomination documents, and all other FPPC and LA County required filings into a comprehensive City Candidate Handbook for candidates seeking City offices;
- Implement Granicus Peak Agenda and train staff to automate the creation of all board and commission agendas;
- New Records Management Manual rollout citywide; and,
- Update Record Center master inventory of shelved records, including electronic records as part of our Records Management Program Disaster Recovery procedures.

Item Description	2021 Actual	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$624,059	$495,510	$514,700	$19,190	3.9%
BENEFITS	183,552	275,830	268,610	(7,220)	-2.6%
ORG DEVELOPMENT	4,342	20,800	25,770	4,970	23.9%
OPERATING EXP	13,514	16,400	18,040	1,640	10.0%
CONTRACT SERVICES	351,800	345,500	672,600	327,100	94.7%
SOFTWARE	31,359	-	-	-	0.0%
CAPITAL OUTLAY	-	600	1,500	900	150.0%
UTILITIES	6,470	-	-	-	0.0%
TRANSFERS OUT - INT SVC ALLOC	71,580	220,560	140,820	(79,740)	-36.2%
CITY CLERK TOTAL	**$1,286,677**	**$1,375,200**	**$1,642,040**	**$266,840**	**19.4%**

Primary Program Expenditure Explanations

- Contract Services – Increases primarily due to the cost of election services in FY 2022-23 for the City's General Municipal Election on November 3, 2022 for the election of District 1, District 2, and District 5 Councilmembers

Records Management

Item Description	2021 Actuals *	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$-	$93,100	$116,200	$23,100	24.8%
BENEFITS	-	75,700	80,260	4,560	6.0%
OPERATING EXP	-	6,000	6,500	500	8.3%
CONTRACT SERVICES	-	21,000	23,200	2,200	10.5%
CAPITAL OUTLAY	-	600	800	200	33.3%
UTILITIES	-	7,600	8,100	500	6.6%
RECORDS MANAGEMENT TOTAL	**$-**	**$204,000**	**$235,060**	**$31,060**	**15.2%**

Primary Program Expenditure Explanations

- Salaries & Benefits – part-time salary increases to staff the Record's Center.

* FY 2021 Actuals are not reflected in the above comparison due to being consolidated with the general City Clerk budget in FY 2021.

Communications

Palmdale's exciting story is told through written word, video, and graphics, all conceptualized and produced by Communications. Through developing public relations, marketing, graphic design, video, TV programming, web and social media content for all City departments, Communications strives to reach and engage residents with consistent and useful messaging. The team works to provide accurate and timely communications on behalf of all City departments to the community and the news media.

Communications also provides crisis communications support during all emergencies, and strategic communications support for City-led community efforts.

FY 2022-23 Goals

- Maintain City's brand across all departments; explore possible Citywide refresh/rebrand;
- Expand reach/engagement of Palmdale 27, City's YouTube channel, and social media outlets
- Increase *Palmdale Connections* email subscriptions;
- Continue effective communications outreach during COVID-19 crisis;
- Develop comprehensive communications plan;
- Create in house photo/graphic library;
- Revise Graphics Standards manual; and,
- Evaluate communication strategies to reach Spanish speaking and millennial populations.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$520,781	$493,900	$517,240	$23,340	4.7%
BENEFITS	242,491	278,000	301,650	23,650	8.5%
ORG DEVELOPMENT	3,002	8,300	30,350	22,050	265.7%
OPERATING EXP	1,811	4,640	5,150	510	11.0%
CONTRACT SERVICES	302,751	480,100	737,500	257,400	53.6%
SOFTWARE	1,670	10,000	-	(10,000)	-100.0%
CAPITAL OUTLAY	3,719	15,100	-	(15,100)	-100.0%
UTILITIES	2,384	2,180	2,230	50	2.3%
TRANSFERS OUT - INT SVC ALLOC	39,040	120,300	76,810	(43,490)	-36.2%
COMMUNICATIONS TOTAL	**$1,117,649**	**$1,412,520**	**$1,670,930**	**$258,410**	**18.3%**

Primary Program Expenditure Explanations

- Organizational Development – increases reflect professional developments and trainings for Communication staff, including conferences such as Adobe Max, CAPIO Conference and various other trainings.
- Contract Services – Increases in FY 2022-23 reflect additional Marketing & Promo contracts with Spectrum and Point 4 Digital. Point 4 Digital provides a new technology that uses geofencing, Google Ads and more to bring messaging to a broader audience. Other driver's of this increase include Phase I & II of the Communication Strategic Plan to be completed in FY 2022-23.
- Software / Capital Outlay – Budgets in these categories have been moved to Internal Service Fund budgets.

Community Programs

Community Programs links City residents to City resources and educational opportunities and provides opportunities for service. The division is responsible for volunteer and community engagement and South Antelope Valley Emergency Services (SAVES).

The division engages residents though a variety of volunteer and educational programs, including but not limited to program volunteers, community service days, internships, transitional subsidized employment programs, mental health awareness and education, Palmdale Partners Academy and Palmdale Works! Youth Job Academy.

The SAVES program provides temporary assistance and resources to people in the South Antelope Valley seeking assistance due to an extraordinary expense or lack of basic needs, including food and shelter for residents at risk of becoming homeless or short-term assistance while resources are identified.

FY 2022-23 Goals

- Increase local food recovery and auxiliary service partners by 10%;
- Develop a skills development certification component of the volunteer program;
- Develop community engagement tours and events;
- Create new, diversified youth-focused community programming; and,
- Grow the Mental Health Awareness and Education program to reach the broader community.

Item Description	2021 Actual	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$384,091	$466,740	$236,580	$(230,160)	-49.3%
BENEFITS	141,023	192,140	116,510	(75,630)	-39.4%
ORG DEVELOPMENT	623	4,500	6,000	1,500	33.3%
OPERATING EXP	43,306	152,600	326,500	173,900	114.0%
CONTRACT SERVICES	6,892	11,500	11,500	-	0.0%
SOFTWARE	756	-	-	-	0.0%
UTILITIES	25,038	24,200	800	(23,400)	-96.7%
COMMUNITY PROGRAMS TOTAL	**$601,729**	**$851,680**	**$697,890**	**$(153,790)**	**-18.1%**

Primary Program Expenditure Explanations

- Salaries & Benefits – decreases in FY 2022-23 are due primarily to reorganization of the Community Programs division. Management Analyst position was moved out of the division and into the CDBG Administration division.
- Operating Expenses – increases reflect additional funding in FY 2022-23 from American Rescue Plan Act to fund SAVES operations.

Non-Departmental

The General City accounts for costs not directly related to any specific department and provides budget for consultants, citywide memberships, publications, copy center services, financial software, telephone services, and equipment leases. The General City includes funding for debt service on General Fund long-term debt.

Debt Service

Debt Service is a series of payments of interest and principal required to be paid on a debt over a given period of time.

The City's debt management policy provides for the City's current and future ability to finance major operating capital equipment and capital improvement projects at beneficial interest rates without adversely affecting the City's ability to finance essential City services.

Decisions regarding the use of debt are based upon, but not limited to, factors such as economic, demographic, and financial resources available to repay the debt, the City's long-term operating and capital needs, review and analysis of financial strength ratios and indicators, and the impact of future debt financing on these ratios and indicators.

The types of debt covered in this section are notes payable, certificates of participation bonds, revenue bonds, lease revenue bonds, and capital leases.

The City issued a variable rate note by entering into a Department of Housing and Urban Development contract for Loan Guarantee Assistance under Section 108 of the Housing and Urban Development Act of 1974. The City received advanced proceeds and used the proceeds for property acquisition, relocation, and demolition costs associated with the development of the proposed Legacy Commons for Active Seniors.

The City entered into a purchase and sale agreement with Southern California Edison for streetlight acquisition in the amount of $11.6 million, $11.4 million of which was financed by Opus Bank.

The City entered into a capital lease for the copiers throughout the City with a payment term of five years. Subsequently, the City entered into additional capital leases for two copiers with payment terms of 42 months and 32 months, respectively. Debt service information on the capital lease can be found in the Information Technology section of City Manager programs.

The City entered into a 13 year lease purchase agreement to finance the acquisition of energy efficient equipment.

Certificates of participation bonds were issued by the Palmdale Financing Authority per assignment agreement, by and between the City and the Authority. The Palmdale Financing Authority issues the debt and then loans the proceeds to the City to finance the acquisition, construction, or refinancing of public capital improvements. Lease payments are made pursuant to a lease agreement and are sufficient to pay principal and interest on the bonds as due.

Certificates of participation bonds were issued by the Palmdale Civic Authority. The Palmdale Civic Authority issues the debt and then loans the proceeds to the City to finance public improvements of the City. Certificates of participation allow the public to purchase participation in a stream of lease payments relating to the acquisition or construction of specific equipment, land, or facilities. Lease payments are made pursuant to a lease agreement and are sufficient to pay principal and interest on the certificates as due.

Lease revenue bonds are issued by the Palmdale Financing Authority. The Palmdale Financing Authority issues the debt and then loans the proceeds to the City to finance the acquisition, construction, or refinancing of public capital improvements. Lease payments are made pursuant to a lease agreement and are sufficient to pay principal and interest on the bonds as due.

The Housing Authority of the City of Palmdale issued multifamily housing revenue bonds to finance the acquisition of multifamily housing facilities.

Item Description	2021 Actual	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$-	$(499,840)	$1,489,820	$1,989,660	-398.1%
BENEFITS	90,913	(131,610)	148,700	280,310	-213.0%
ORG DEVELOPMENT	114,346	190,500	193,500	3,000	1.6%
OPERATING EXP	258,060	2,740,400	2,739,300	(1,100)	0.0%
CONTRACT SERVICES	425,483	365,300	245,300	(120,000)	-32.8%
CAPITAL OUTLAY	829	500	500	-	0.0%
UTILITIES	141,719	151,500	152,500	1,000	0.7%
CAPITAL	518,836	-	200,000	200,000	0.0%
DEBT SERVICE	25,107,171	10,196,800	10,336,400	139,600	1.4%
TRANSFERS OUT	17,946,270	3,450,200	4,295,600	845,400	24.5%
TRANSFERS OUT - RSV2	26,750,000	3,000,000	3,000,000	-	0.0%
TRANSFERS OUT - ADMIN FEES	54,900	45,800	49,300	3,500	7.6%
SECTION 115 TRUST	-	1,250,000	1,250,000	-	0.0%
NON-DEPARTMENTAL TOTAL	**$71,408,528**	**$20,759,550**	**$24,100,920**	**$3,341,370**	**16.1%**

Primary Program Expenditure Explanations

- Salaries & Benefits – increases in FY 2022-23 reflect a vacancy factor of 3% citywide, offset by increases as a result of a proposed one-time premium pay of $4,000 per full-time employee, to be funded by the American Rescue Plan Act.
- Contract Services – decreases reflect contracts which have been moved out of General City budget and into the new Legislative Affairs division in FY 2022-23.
- Capital – Increase of $200K is proposed for signage throughout the City of Palmdale.
- Transfers Out – amounts in this category reflect transfers from the General Fund to Public Liability Self Insurance Fund. These funds are reported on a consolidated level under the general fund, therefore expenses are offset by corresponding revenues.

Human Resources

The Human Resources division works to position the City of Palmdale as an employer of choice through a balanced, efficient, and collaborative work force. The City seeks motivated professionals to build the city of tomorrow by offering the opportunity to shape the vision and reality of a quickly growing city. We support and develop a high performing and diverse workforce that fosters a healthy, safe, respectful, and productive work environment for employees, City departments, and the community.

Specific activities include:

- **Administration:** Responsible for personnel recruitment and selection programs, classification and position control, labor and employee relations, performance management, salary and benefit administration, workers' compensation, employment related policies, and employee recognition awards;
- **Employment Services:** Attract, develop and retain a diverse, professional, ethical, and highly qualified workforce; utilize a combination of strategies and best practices to ensure equal opportunity in employment, provide support services and advise lead staff, supervisors, managers and directors in personnel related matters;
- **Employee and Labor Relations:** Foster and maintain collaborative working relationships with employees, managers, and labor group; administer and interpret labor agreement consistently and fairly; provide guidance and support to employees and managers regarding grievance resolution, employment policy issues, laws, regulations and mandates;
- **Employee Development and Training:** Develop, coordinate and schedule specific and strategic employee training and development programs; comply with state and federal mandated training requirements; and support employee development;
- **Benefits Administration:** Administer the City's self-funded health, dental and vision insurance plans; provide CalPERS and retirement assistance; process Unemployment Insurance claims, administer the City's leaves of absence including the Family Medical Leave Act and California Family Rights Act and other laws in conjunction with employee leave; and,
- **Occupational Health and Workers' Compensation:** Administer Department of Transportation statutory random drug testing program; monitor California Department of Motor Vehicles license renewals; and coordinate Workers' Compensation program.

FY 2022-23 Goals

- Continue to promote the City values and leadership philosophy;
- Continue to recruit and hire the most qualified applicants;
- Continue to recognize Warrior Award recipients;
- Conduct citywide trainings focusing on development as a high-performance organization
- Increase the number of employee-driven microbusinesses and implement strategies to improve efficiencies citywide;
- Maintain harmonious relationship with Teamsters Union 911;
- Introduce new HR-related administrative instructions as needed;
- Review the self-funded insurance plan to ensure employee benefits continue to be cost efficient and beneficial to employees;
- Apply the minimum wage increase and update the classification and pay plans and salary schedules to reflect the change;
- Design and distribute the employee total compensation statement to all full-time staff;
- Create a mini Citizens Academy and meet and greet with City Manager and Assistant City Manager for new hires;
- Develop and implement an administrative intern program;
- Conduct trainings on emotional intelligence; and,

- Expand Tyler Technologies (MUNIS) functions to include online new hire onboarding, employee performance evaluations, and employee self-service.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$364,603	$469,400	$504,170	$34,770	7.4%
BENEFITS	151,943	208,300	228,650	20,350	9.8%
ORG DEVELOPMENT	14,587	20,000	19,250	(750)	-3.8%
OPERATING EXP	2,167,257	2,338,300	2,364,750	26,450	1.1%
CONTRACT SERVICES	1,184,328	1,310,700	1,541,100	230,400	17.6%
SOFTWARE	14,085	-	-	-	0.0%
CAPITAL OUTLAY	-	1,500	1,500	-	0.0%
TRANSFERS OUT - INT SVC ALLOC	45,540	140,350	89,610	(50,740)	-36.2%
HUMAN RESOURCES TOTAL	**$3,942,343**	**$4,488,550**	**$4,749,030**	**$260,480**	**5.8%**

Primary Program Expenditure Explanations

- Salaries & Benefits – Increases are reflective of proposed COLA and wage increases, as well as merit increases due to employees.
- Contract Services – Increases in contract services are a result of a proposed Comp and Class study to be performed in FY 2022-23. Other increases are a result of increased legal arbitration costs and self-insured premiums.

Information Technology

The Information Technology division provides diversified business process and information technology solutions. The division works with all City departments to fulfill and maintain modern technology, client support, and staff education.

Providing excellent customer service is of the utmost importance. This is achieved through teamwork, dedication, and the constant and keen drive to improve how we provide essential services to the organization.

FY 2022-2023 Goals

- Complete the migration to a VOIP phone system;
- Enhance the City's security posture;
- Continue to improve the fiber infrastructure between City facilities;
- Enhance documentation, workflows, and asset management;
- Migrate services away from outdated equipment to prepare for a future server overhaul; and,
- Continue to provide stellar service while maintaining a fiscally responsible approach.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$701,743	$872,100	$853,170	$(18,930)	-2.2%
BENEFITS	373,047	443,260	370,640	(72,620)	-16.4%
ORG DEVELOPMENT	19	15,000	20,000	5,000	33.3%
OPERATING EXP	192,494	25,000	21,500	(3,500)	-14.0%
CONTRACT SERVICES	8,686	38,200	38,200	-	0.0%
SOFTWARE	830,668	4,441,200	2,839,180	(1,602,020)	-36.1%
CAPITAL OUTLAY	65,511	268,400	260,300	(8,100)	-3.0%
UTILITIES	8,650	16,400	98,400	82,000	500.0%
CAPITAL	77,578	640,500	312,800	(327,700)	-51.2%
INFORMATION TECHNOLOGY TOTAL	**$2,258,398**	**$6,760,060**	**$4,814,190**	**$(1,945,870)**	**-28.8%**

Primary Program Expenditure Explanations

- Salaries & Benefits – slight decreases proposed as a result of vacant positions being filled at lower rates.
- Software – decreases in FY 2022-23 are a due to a large one-time Permitting Software that was budgeted in FY 2021-22. Remaining encumbered funds will be carried forward to FY 2023 as needed to complete the project.
- Utilities – increases are reflective of Citywide VOIP service charges. Charges were included in the project implementation costs in FY 2021-22 and not in the operational budget.
- Capital – Proposed capital purchases in FY 2022-23 are listed on the Capital Outlay schedule and include such items as desktop replacements, wireless replacements, and fiber replacement at the Cultural Center.

Legislative Affairs

The City recognizes the need for active legislative engagement at the local, state, and federal levels to protect and enhance the interests of Palmdale's residents and businesses. Throughout the year, the State Legislature and United States Congress propose and enact legislation, some of which affects the City of Palmdale. As a result, the City actively monitors local, state and federal legislation and takes appropriate action, when required, to protect the City's interests and local legislative authority.

The Legislative Affairs division advocates on behalf of the City at the local, state and federal levels by communicating the strategic priorities and policy direction of the Mayor and City Council. Recognizing the importance of promoting Palmdale's priorities and legislative initiatives, the City works closely with the League of California Cities, contracted government advocacy firms and others to ensure that the City is informed and responsive to relative legislative matters.

The City Council also adopts an annual federal legislative agenda, which is the foundation for the City's advocacy strategy. It can be found at www.cityofpalmdale.org/LegislativeAffairs.

FY 2022-23 Goals

- Continue City advocacy at the local, state and federal levels by communicating the strategic priorities and policy direction provided by the Mayor and City Council;
- Continue to monitor and administer legislative activities by fostering relationships with local, state and federal delegations, caucuses, associations, Council of Governments (COGs), Joint Powers Authorities (JPAs), public and private sector officials, etc.; and,
- Expand legislative knowledge and help to facilitate more organizational funding opportunities.

Category	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$-	$238,800	$244,670	$5,870	2.5%
BENEFITS	-	98,700	116,510	17,810	18.0%
ORG DEVELOPMENT	-	-	15,000	15,000	100.0%
OPERATING EXP	-	-	1,500	1,500	100.0%
CONTRACT SERVICES	-	330,000	392,000	62,000	18.8%
CAPITAL OUTLAY	-	-	1,000	1,000	100.0%
UTILITIES	-	-	1,600	1,600	100.0%
LEGISLATIVE AFFAIRS TOTAL	**$-**	**$667,500**	**$772,280**	**$104,780**	**15.7%**

Primary Program Expenditure Explanations

- Overall Division – the Legislative Affairs division was created in FY 2021-22, and many expenditures were remaining under the City Manager budget during that fiscal Year. FY 2022-23 budget reflects those budgets for Organizational Development, Contract Services and other categories that were previously combined with City Manager department.

Finance

Palmdale, California

Annual Budget Fiscal Year 2022-23

Finance

The Finance division works to ensure the financial health and stability of the City by providing financial management and guidance to the City Council, City Manager and City departments. Finance accomplishes this through revenue administration, budget control, payroll services, purchasing, and administration of debt obligations.

Finance also provides fiduciary capacity for five assessment districts, five community facilities districts, Successor Agency of the former Community Redevelopment Agency and Palmdale Community Foundation. The division also assists the City Manager in preparation of the annual budget, invests City funds for both short- and long-term purposes, and provides cash management for the City.

Specific activities Include:

- **Fiscal Policy Advice and Guidance** – Prepares and implements policies and plans for effectively managing the City's financial resources and maintaining its long-term financial health; advises the City Manager on fiscal matters; reviews Council agenda reports and other policy documents for fiscal impacts;
- **General Accounting Services** – Maintains compliance with various applicable pronouncements and in particular those established by the Governmental Accounting Standards Board (GASB). Responsible for the City's daily financial transactions, and timely and accurate presentation of financial reports;
- **Investments, Banking Services, and Debt Service Administration** – Manages the City's investment portfolios in accordance with adopted policies including daily cash management and cash flow, coordinates project financing and debt service obligations;
- **Business License** – Manages the business license program that issues new licenses, annual renewals, gross receipt verification programs, and provides mandated business license information to the state; and,
- **Purchasing and Procurement** – Facilitates timely procurement of goods and services to help City departments fulfill their missions; provides cost-effective opportunities to purchase quality goods and services at the best value while conducting business in a legal, fair, open and competitive manner.

FY 2022-23 Goals

- Ensure the safety and security of the City's assets;
- Provide the financial and accounting resources necessary to support the goals and operations of all City departments;
- Review and recommend updates to the Financial and Purchasing ordinance and policies;
- Implement an effective and efficient contract management process applicable to all City procurement contracts and agreements;
- Provide recommendations and implement employee self-service software;
- Actively support the local business economy;
- Streamline processes to improve customer service and operational efficiency in risk management;
- Project, monitor and manage the City's major revenues and expenditures, and provide financial indicators in order to present comprehensive view of the City's financial health; and,
- Transform Business Tax Administration to enhance customer service and improve compliance through proactive and business-friendly practices.

Finance

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$1,128,579	$1,339,800	$1,622,620	$282,820	21.1%
BENEFITS	458,451	706,610	917,170	210,560	29.8%
ORG DEVELOPMENT	11,502	23,500	40,800	17,300	73.6%
OPERATING EXP	586,805	154,970	59,000	(95,970)	-61.9%
CONTRACT SERVICES	352,293	841,920	942,200	100,280	11.9%
SOFTWARE	15,447	-	-	-	0.0%
CAPITAL OUTLAY	7,019	3,000	4,000	1,000	33.3%
UTILITIES	392	720	720	-	0.0%
DEBT SERVICE	(229,132)	156,700	75,000	(81,700)	-52.1%
TRANSFERS OUT	17,338,523	10,910,540	5,370,460	(5,540,080)	-50.8%
TRANSFERS OUT - INT SVC ALLOC	104,130	320,810	204,820	(115,990)	-36.2%
GN/LS-SALE OF ASSET	(8)	-	-	-	0.0%
FINANCE TOTAL	**$19,774,002**	**$14,458,570**	**$9,236,790**	**$(5,221,780)**	**-36.1%**

Primary Program Expenditure Explanations

- Salaries & Benefits – proposed increase in FY 2022-23 is to fund the new Finance Director position, as well as a previously approved Senior Financial Analyst position. Savings were realized in FY 2021-22 due to vacancies in the department.
- Operating Expenses – decreases in operating expenses are primarily due to a one-time grant from the Department of Justice (DOJ) received in FY 2021-22. There are no grant funds anticipated in FY 2022-23.
- Contract Services – increases primarily due to contracts with LDM & Associates to provide guidance on American Rescue Plan Act funds, as well as other contractual increase due to increased pricing.
- Debt Service – decrease in FY 2022-23 is due to a revision on the Interfund Loan from General Fund to Park Development Fund. The terms of the agreement were revised and as a result, payments are not due in the coming year.
- Transfers Out – decreases in transfers in FY 2022-23 are due to several one-time transfers, including a transfer of American Rescue Plan Act funds to the Drytown fund in the amount of $1.8 million, and a transfer to the Palmdale CCA in the amount of $1.6 million, as well as various other transfers between funds as a normal course of business.

Successor Agency

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$693	$700	$800	$100	14.3%
BENEFITS	481	500	600	100	20.0%
OPERATING EXP	736,905	33,800	33,800	-	0.0%
CONTRACT SERVICES	1,229,416	1,220,700	1,263,900	43,200	3.5%
UTILITIES	90,111	126,600	127,100	500	0.4%
PROGRAM EXP	-	365,000	365,000	-	0.0%
INTER-GOV SHARING	52,352,254	52,252,400	50,626,900	(1,625,500)	-3.1%
DEBT SERVICE	10,309,346	10,521,000	10,510,400	(10,600)	-0.1%
TRANSFERS OUT - ADMIN FEES	218,816	261,000	307,000	46,000	17.6%
SUCCESSOR AGENCY TOTAL	**$64,938,022**	**$64,781,700**	**$63,235,500**	**$(1,546,200)**	**-2.4%**

Primary Program Expenditure Explanations

- Intergovernmental Sharing – decreases in proposed statutory and negotiated passthroughs from the Successor Agency in FY 2022-23.

Assessment Districts / Community Facility Districts

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
CONTRACT SERVICES	$667,830	$971,000	$1,111,460	$140,460	14.5%
DEBT SERVICE	13,382,502	2,556,700	2,366,670	(190,030)	-7.4%
TRANSFERS OUT - ADMIN FEES	133,289	176,500	179,200	2,700	1.5%
ASSESSMENT DISTRICT / COMMUNITY FACILITY DISTRICT TOTAL	**14,183,622**	**$3,704,200**	**$3,657,330**	**$(46,870)**	**-1.3%**

Primary Program Expenditure Explanations

- Contract Services – increases in contract services are primarily due to outside attorney charges for CFD 91-1, Sierra Gateway.
- Debt Service – decreases in FY 2022-23 are due to a refunding of CFD 2005-1 in the prior fiscal year. Debt service payments are reduced in the coming year due to the refunding.

Palmdale Community Foundation

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
OPERATING EXP	$168,577	$38,050	$169,100	$131,050	344.4%
CONTRACT SERVICES	250	130	130	-	0.0%
CONTINGENCY	19,250	20,000	20,000	-	0.0%
PALMDALE COMMUNITY FOUNDATION TOTAL	**$188,077**	**$58,180**	**$189,230**	**$131,050**	**225.2%**

Primary Program Expenditure Explanations

- Operating Expenses – increases in the Palmdale Community Foundation are a result of donations to the PCF that are available for programming in the coming year.

* Capital expenditures in the amount of $225,000 are projected in FY 2022 and are reported under the CIP division. This amount represents a donation for the construction of Courtney's Playground, to be installed at Marie Kerr Park.

Palmdale Community Choice Aggregation (CCA)

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$134,717	$360,500	$200,380	$(160,120)	-44.4%
BENEFITS	60,245	175,200	106,920	(68,280)	-39.0%
ORG DEVELOPMENT	-	5,000	5,000	-	0.0%
OPERATING EXP	450	5,000	2,513,000	5,508,000	50160.0%
CONTRACT SERVICES	238,739	142,000	25,657,100	25,515,100	17968.4%
CAPITAL OUTLAY	-	1,000	1,000	-	0.0%
DEBT SERVICE	(43,320)	25,100	-	(25,100)	-100.0%
PALMDALE CCA TOTAL	**$390,831**	**$713,800**	**$28,483,400**	**$27,769,600**	**3890.4%**

Primary Program Expenditure Explanations

- Salaries & Benefits – the Energy Resources Manager position was filled in FY 2021-22 and has resulted in several other staff from the Public Works Environmental division stepping away from the program, therefore resulting in salary and benefit savings in FY 2022-23.
- Operating Expenses – FY 2022-23 proposed budget is reflective of proposed programs for Palmdale CCA customers, to be funded by American Rescue Plan Act funds.
- Contract Services – the Palmdale CCA is planned to launch in October 2022. Increases in contract services are reflective of the power procurement and other compliance related contracts that are required for the program to launch.

Economic and Community Development

Palmdale, California

Annual Budget Fiscal Year 2022-23

Administration

The Economic and Community Development department works to create a cooperative, probusiness and prodevelopment environment that benefits all citizens. The department, comprised of three divisions: Building and Safety, Economic Development and Planning, focuses on business retention, expansion and creation; provides current and advanced planning; and coordinates and regulates development-related activities in accordance with the General Plan, Municipal Code, California Building Code and Zoning Code, within the City.

The Economic and Community Development department provides:

- Excellent customer service;
- A business-friendly environment to retain, create, incentivize and attract businesses and jobs;
- Communication with the business and development community regarding entitlement, permitting processes and assistance programs;
- Administers plan review and inspection services for all construction requiring building permits and issues Certificates of Occupancy;
- Streamlined processing for permits and applications; and,
- An equitable and competitive fee structure.

FY 2022-23 Goals

- Continue to provide excellent customer service;
- Continue to establish and maintain strong relationships with outside agencies;
- Continue to invest in employee professional development;
- Continue training to renew all required certifications and education on current codes and trends;
- Utilize existing and new technology to improve departmental efficiency and effectiveness;
- Seek out grants to help fund mission-critical projects;
- Continue to develop and implement programs to address the needs of the public and business community; and,
- Through the regulatory process, encourage and achieve a balance of safe, attractive, and well-maintained residential communities, vibrant commercial centers, and varied manufacturing and employment opportunities for residents.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$238,710	$288,200	$376,500	$88,300	30.6%
BENEFITS	111,592	145,900	182,400	36,500	25.0%
ORG DEVELOPMENT	3,003	9,800	11,000	1,200	12.2%
OPERATING EXP	3,518	6,000	7,500	1,500	25.0%
CONTRACT SERVICES	-	-	55,000	55,000	0.0%
UTILITIES	1,258	1,300	1,300	-	0.0%
ADMINISTRATION TOTAL	**$358,081**	**$451,200**	**$633,700**	**$182,500**	**40.4%**

Primary Program Expenditure Explanations

- Salaries & Benefits – increases in FY 2022-23 are a result of changes in salary allocations for the Director of Economic & Community Development, Deputy Director of Economic & Community Development and

Management Analyst positions which all charge to this new Administration account. Savings were realized in FY 2021-22 due to the vacant Deputy Director position.

- Contract Services – increases in FY 2022-23 account for professional services needed to support special projects such as property sales, acquisitions, land use/entitlements and more.

Economic Development

The Economic Development division provides targeted activities and programs that strive to improve the economic wellbeing and quality of life of the community by helping to diversify, attract, and retain local jobs.

The Economic Development division:

- Facilitates work force development efforts and services for local businesses seeking employee training;
- Enhances communication with the business community regarding the planning, permitting, and licensing processes;
- Schedules visits and tours of local businesses to better understand sector trends, economic impact to their physical locations, needs and concerns;
- Host roundtables to engage the business community to address local issues; and,
- Offers various online resources to assist local businesses and developers.

FY 2022-23 Goals

- Develop and implement an economic strategy to best utilize City resources to maximize local recovery to local businesses post COVID-19;
- Implement and launch the EIFD partnering with Los Angeles County;
- Implement the Film Palmdale program and increase film activity and projects in the City, thereby increasing film fee revenue;
- Complete building renovations and open the Palmdale Film Stage for rental use by film productions;
- Launch the TID and carry out the tourism marketing and promotion efforts of Visit Palmdale
- Work collaboratively with internal and external stakeholders with a goal of better efficiency to serve the development community;
- Increase business attraction, retention, expansion, and job creation efforts;
- Continue to engage the business community through business roundtables and other outreach efforts to address local issues;
- Continue to schedule visits and tours of local hospitality and retail businesses to better understand sector trends, economic impact to their physical locations, needs and concerns
- Continue to retain, expand, and attract firms in the aerospace, manufacturing, scientific, and technical services sectors; and,
- Continue to strategize on workforce development efforts and services for local businesses and residents.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	280,526	332,500	228,900	(103,600)	-31.2%
BENEFITS	130,905	185,820	140,130	(45,690)	-24.6%
ORG DEVELOPMENT	17,982	38,000	36,600	(1,400)	-3.7%
OPERATING EXP	849,470	486,500	1,757,000	1,270,500	261.2%
CONTRACT SERVICES	210,162	823,600	2,749,600	1,926,000	233.9%

CAPITAL OUTLAY	133	1,500	1,500	-	0.0%
UTILITIES	778	900	900	-	0.0%
TRANSFERS OUT - INT SVC ALLOC	123,670	120,300	76,810	(43,490)	-36.2%
ECONOMIC DEVELOPMENT TOTAL	**1,613,627**	**1,989,120**	**4,991,440**	**3,002,320**	**150.9%**

Primary Program Expenditure Explanations

- Salaries & Benefits – decreases in this category represent the change in allocation for Management Analyst position that has been moved over to the Administration division.
- Operating Expenses – increases reflect new programs including Aerospace Incentive program for $250K, Auto Mall Partnership program for $250K, and new property acquisition program for $750K to create long-term revenue for the City through long-term lease of property.
- Contract Services – increases in FY 2022-23 are reflective of new programs to be funded by the American Rescue Plan Act, and include such items as Business Grants, Operation Jumpstart, Visit Palmdale programs and Film and Tourism programs throughout the City.

Building and Safety

The Building and Safety division administers plan review and inspection services for all construction requiring building permits within the City. It provides interpretation and enforcement of applicable California building and City municipal codes and is also responsible for issuance of building permits and Certificates of Occupancy. The division registers, inspects, and certifies all rental properties within the City; investigates and resolves building and housing issues from residents, businesses, and developers; and performs post-disaster safety assessments.

The Building and Safety division:

- Provides digital plan checks through the ProjectDox system;
- Provides virtual video inspections via Google Duo, FaceTime, or Zoom as requested by our customers;
- Provides online applications for all permits, including online permitting for water heaters and heating and air conditioning permits;
- Processes over the counter permits for simple building permits and pools, patios, signs, roofs, electrical, plumbing, mechanical and sewer permits;
- Provides solar inspections;
- Provides next-day inspections with a two-hour inspection arrival window and courtesy calls to each inspection requestor to provide them this time frame, therefore decreasing waiting time for the customer on the jobsite;
- Publishes a daily inspection schedule on the Building & Safety page of the City's website; and,
- Responds to records requests from the public concerning historical permit data and plan copies.

FY 2022-23 Goals

- Publish a list of plan check turnaround times for different types of projects on the Building & Safety webpage;
- Increase collaboration and communication with other City divisions such as Code Enforcement, Housing, and CIP to create a more effective and unified response for external and internal customers;
- Increase the effectiveness of the office and field staff through education and cross training;

- Develop informational PDFs and handouts for standard patio cover plan and details, minimum plan requirements for submittal, water heater changeout requirements, and window changeout standards and guidelines to further enhance customer experience and streamline internal operations;
- Maintain and improve the quality of housing by resuming the residential rental unit inspection program to inspect every rental unit in the City when COVID-19 restrictions are lifted; and,
- Assist in the final selection and implementation of our new permit/application tracking software.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$1,074,778	$1,143,100	$1,235,200	$92,100	8.1%
BENEFITS	561,256	712,990	729,500	16,510	2.3%
ORG DEVELOPMENT	21,603	20,700	42,600	21,900	105.8%
OPERATING EXP	243	4,500	4,500	-	0.0%
CONTRACT SERVICES	116,981	495,500	750,750	255,250	51.5%
CAPITAL OUTLAY	421	600	6,000	5,400	900.0%
UTILITIES	6,141	4,600	5,800	1,200	26.1%
TRANSFERS OUT - INT SVC ALLOC	131,770	395,970	266,740	(129,230)	-32.6%
BUILDING & SAFETY TOTAL	**$1,913,193**	**$2,777,960**	**$3,041,090**	**$263,130**	**9.5%**

Primary Program Expenditure Explanations

- Salaries & Benefits – increases are reflective of proposed COLA, wage increase, and merit increases due to employees.
- Organizational Development – increases in FY 2022-23 due to required purchase of 2022 Code Books.
- Contract Services – FY 2022-23 increases reflect contracts with JAS Pacific to provide plan check services to Building & Safety division as a result of increased permit applications for new projects.

Planning

The Planning division maintains and administers the City's General Plan and certain provisions of the Palmdale Municipal Code. More specifically, the division administers development functions including processing of entitlement applications, Specific Plans, General Plan amendments, Zoning Ordinance amendments, and maintenance of the Zoning Map including zone changes and annexations. The division also provides support to the City by processing daily mail and handling receptionist services for the Development Services building, and provides staff support for the Planning Commission and General Plan Advisory Committee (GPAC).

The Planning division:

- Helps developers process various entitlement applications;
- Provides maps, notices, environmental documents, the General Plan and Specific Plans digitally;
- Provides all applications online; and,
- Processes over-the-counter permits for modifications to single-family residences, tenant improvements, new businesses, signs, special events and temporary uses.

FY 2022-23 Goals

- Assist with selecting new permit/application tracking software
- Continue to strengthen relationships with the development community through timely responsiveness and efficiently processing applications
- Continue strategizing and planning associated with high-speed rail and the airport;
- Present a series of Zoning Ordinance Amendments that reflect the City's development goals; and,
- Continue to work towards a comprehensive General Plan update, including a high level of community engagement through workshops, pop-up workshops, stakeholder groups and social media.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$684,216	$966,800	$928,590	$(38,210)	-4.0%
BENEFITS	269,579	435,070	418,080	(16,990)	-3.9%
ORG DEVELOPMENT	3,403	18,900	21,200	2,300	12.2%
OPERATING EXP	7,056	15,800	16,300	500	3.2%
CONTRACT SERVICES	57,799	23,000	86,200	63,200	274.8%
CAPITAL OUTLAY	1,142	3,000	3,000	-	0.0%
TRANSFERS OUT - INT SVC ALLOC	78,080	260,660	153,620	(107,040)	-41.1%
PLANNING TOTAL	**$1,101,275**	**$1,723,230**	**$1,626,990**	**$(96,240)**	**-5.6%**

Primary Program Expenditure Explanations

- Salaries & Benefits – slight decreases due to changes in salary allocations for staff.
- Contract Services – FY 2022-23 increases for agreements with Interwest and Bureau Veritas to provide professional services.

Neighborhood Services

Palmdale, California

Annual Budget Fiscal Year 2022-23

Public Safety

The Public Safety division works to provide a safe community through appropriate enforcement, investigation, and prevention efforts. Public Safety specialists provide community safety programs to help maintain residents' and businesses' sense of safety by empowering them to take a proactive approach in solving community problems. Public Safety provides Sheriff's overtime for City special events, holiday patrols of the City's retail areas, and specialized enforcement as needed.

The City's emergency preparedness program is designed to ensure that the City is prepared for and able to respond and recover from all manner of disasters. Our City's Emergency Management was truly tested as we were called to respond to several incidents, including COVID-19. In a disaster incident, City staff implement the City's emergency operations plans, coordinate with all relevant public safety and community agencies responsible for disaster response, and provide education to staff and community members.

FY 2022-23 Goals

- Increase the number of neighborhoods, multifamily housing and businesses participating in programs by using virtual engagement when appropriate;
- Produce more videos to be shared on social media that address current crime/safety trends and share "need to know" information;
- Revitalize the Business Watch program and increase outreach to our business community through partnerships with LASD and local chambers of commerce; and,
- Increase the number of calls for service from Palmdale Station and support the issuing of administrative citations that CSOs write through the use of new technology.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$651,718	$740,300	$906,670	$166,370	22.5%
BENEFITS	316,206	436,360	572,680	136,320	31.2%
ORG DEVELOPMENT	-	9,700	13,000	3,300	34.0%
OPERATING EXP	4,962	150,150	353,300	203,150	135.3%
CONTRACT SERVICES	28,612	216,210	644,600	428,390	198.1%
SOFTWARE	31,500	-	-	-	0.0%
CAPITAL OUTLAY	26	4,000	6,000	2,000	50.0%
COUNTY CONTRACTS	28,588,856	30,840,900	33,725,100	2,884,200	9.4%
UTILITIES	21,149	21,400	21,100	(300)	-1.4%
CAPITAL	-	-	-	-	0.0%
TRANSFERS OUT	-	-	-	-	0.0%
TRANSFERS OUT - INT SVC ALLOC	253,840	958,830	760,840	(197,990)	-20.6%
PUBLIC SAFETY TOTAL	**$29,896,870**	**$33,377,850**	**$37,003,290**	**$3,625,440**	**10.9%**

Primary Program Expenditure Explanations

- Salaries & Benefits – increases are reflective of a new Public Safety Officer position proposed in the FY 2022-23 and a full year funding for the new Emergency Services Manager position, as well as the proposed COLA, wage increase, and merit increases due to employees.
- Operating Expenses – FY 2022-23 increase is primarily due to a proposed program for Illegal Dumping and dump stations that is being proposed under American Rescue Plan Act funds.
- Contract Services – proposed increases in FY 2022-23 are a result of contracts to address animal care services, outside of the Los Angeles County Animal Care & Control contract. Services to explored within the contract includes spay, neuter, microchipping and the feasibility study of an independent animal care and control program.
- County Contracts – increases in the LA County Sheriff contract of approximately 5.5% or $2.4 million are reflected in this category, in addition to liability increases of 11.5%, or $364 thousand. LA County Sheriff contract is proposed to be partially funded through Measure AV, American Rescue Plan Act fund, and General Fund. American Rescue Plan Act funds are one-time in nature, and the $4.5 million will sift back to the General Fund in FY 2023-24.

Community Compliance

The Community Compliance division consists of Code Enforcement, Neighborhood Compliance, and Public Security Officers. Its mission is to maintain the quality of life and to work in partnership with Palmdale residents to promote a safe and desirable living and working environment throughout the City. The divisions' field officers enforce the City's municipal and zoning ordinances, California Vehicle Code (CVC), address property maintenance, and codes related to residential and commercial properties. They balance enforcement efforts with educating residents and business owners when possible.

FY 2022-23 Goals

- Increase productivity through the new case management program acquisition. With the new software, field personnel will strive to conduct follow-up with reporting parties within 10 business days of the initial call and every 30 days thereafter for prolonged cases;
- Build and strengthen working relationships with community partners and utilize outreach programs in regard to mental health and homelessness; and,
- Establish four areas of assignment designated by data-driven crime stats, Los Angeles Sheriff's Department calls for service, and City compliance caseloads with the goal of dedicating resources to reduce response times and increase overall efficiency.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$1,086,627	$1,917,540	$2,256,930	$339,390	17.7%
BENEFITS	366,601	651,530	897,550	246,020	37.8%
ORG DEVELOPMENT	385	8,000	8,000	-	0.0%
OPERATING EXP	34,688	55,300	39,300	(16,000)	-28.9%
CONTRACT SERVICES	190,173	88,900	88,900	-	0.0%
SOFTWARE	4,550	-	-	-	0.0%

CAPITAL OUTLAY	9,474	2,000	2,000	-	0.0%
COUNTY CONTRACTS	10,019	10,260	5,060	(5,200)	-50.7%
UTILITIES	8,857	13,800	12,300	(1,500)	-10.9%
CAPITAL	15,031	79,000	12,500	(66,500)	-84.2%
TRANSFERS OUT - INT SVC ALLOC	78,820	214,210	176,480	(37,730)	-17.6%
COMMUNITY COMPLIANCE TOTAL	**$1,805,225**	**$3,040,540**	**$3,499,020**	**$458,480**	**15.1%**

Primary Program Expenditure Explanations

- Salaries & Benefits – increases are reflective of proposed six (6) new positions for FY 2022-23. Positions include two (2) Code Enforcement Officers, two (2) Neighborhood Compliance Officers and two (2) Community Compliance Officers.

Affordable Housing

The Housing Authority is a subsidiary of the City and is subject to the financial accountability of the City Council, although it is a separate legal entity. The goal of the Housing Authority is to ensure affordable housing for the citizens of the City, and that the affordability requirements for each property are met and maintained.

The Housing Authority monitors the management of three Authority-owned mobile home parks, 786 spaces, five apartment complexes, 295 units, and compliance with the recorded long-term affordable housing covenants for the properties. The Housing Authority, as the Housing Successor Agency of the former Community Redevelopment Agency of the City of Palmdale (Agency), assumed the Housing assets and responsibilities of the Agency.

FY 2022-23 Goals

- Predevelop 46 affordable townhome owner units;
- Complete construction of Phase 1 of the Homes for Families veteran affordable housing, 16 duplex units;
- Rehabilitate four units of affordable housing at 507 East Avenue Q4; and,
- Complete two Density Bonus Agreements with an estimated 40 affordable housing units.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$388,738	$507,900	$529,950	$22,050	4.3%
BENEFITS	178,401	271,000	302,080	31,080	11.5%
ORG DEVELOPMENT	7,710	8,980	25,500	16,520	184.0%
OPERATING EXP	406,782	792,350	4,047,770	3,255,420	410.9%
CONTRACT SERVICES	3,749,868	4,257,190	4,916,930	659,740	15.5%
CAPITAL OUTLAY	9,844	23,500	29,000	5,500	23.4%
UTILITIES	1,285,351	1,298,480	1,386,160	87,680	6.8%

PROGRAM EXP	751,041	9,503,090	3,023,600	(6,479,490)	-68.2%
CAPITAL	645,946	689,500	584,370	(105,130)	-15.2%
DEBT SERVICE	684,794	1,734,960	1,731,400	(3,560)	-0.2%
CHRGS FOR SERVICES	35,520	35,100	35,500	400	1.1%
AFFORDABLE HOUSING TOTAL	**$8,143,994**	**$19,122,050**	**$16,612,260**	**$(2,509,790)**	**-13.1%**

Primary Program Expenditure Explanations

- Operating Expenses – increases primarily due to grant funds received for the Federal HOME ARP grant of $1.9 million and the Permanent Local Housing Allocation grant for that are programmed in FY 2022-23 in the amount of $2 million.
- Contract Services – increases are due to costs associated with maintaining the Housing Authority owned apartments, and the Boulders Mobile Home Parks, as well as increases in Permanent Local Housing programs and HOME ARP programs, funded through grants.
- Program Expenses – program costs in FY 2021-22 were a result of multiple housing projects including Homes 4 Families, Courson Development, and Juniper Grove Apartments, funded by Housing Asset Fund and Federal HOME funds. These costs are not anticipated in the coming year.

CDBG Administration

The CDBG Administration division accounts for the administration of CDBG grant funds provided for the operation of SAVES, public services, and public works projects in order to provide safe, desirable, and stable living conditions for City of Palmdale residents.

FY 2022-23 Goals

- Preserve and improve the services for the unhoused and for people at risk of becoming unhoused.
- Support organizations that assist individuals with fair housing and landlord/tenant mediation issues.
- Provide public works improvements that further economic development and/or create a suitable living environment.

Item Description	2021* Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$-	$107,700	$43,400	$(64,300)	-59.7%
BENEFITS	-	42,900	27,400	(15,500)	-36.1%
ORG DEVELOPMENT	-	5,500	5,500	-	0.0%
OPERATING EXP	-	1,929,880	285,780	(1,644,100)	-85.2%
CONTRACT SERVICES	-	102,300	99,120	(3,180)	-3.1%
CAPITAL OUTLAY	-	100	100	-	0.0%
PROGRAM EXP	-	193,200	174,600	(18,600)	-9.6%

CAPITAL	-	316,100	-	(316,100)	-100.0%
DEBT SERVICE	-	378,700	573,570	194,870	51.5%
CDBG ADMINISTRATION TOTAL	**$-**	**$3,076,380**	**$1,209,470**	**$(1,866,910)**	**-60.7%**

Primary Program Expenditure Explanations

- Salaries & Benefits – decreases are due to changes in salary allocations and staff administering the program.
- Operating Expenses – decreases in FY 2022-23 are due to one-time CDBG Covid grants awarded to the City of Palmdale in FY 2021-22.
- Capital – funds set aside for acquisition of property in FY 2021-22. No expected capital outlays in FY 2022-23.

* 2021 actuals are not shown in above comparison due to chart of account changes. Budgets were previously reported under Community Programs.

Parks and Recreation

Palmdale, California

Annual Budget Fiscal Year 2022-23

Parks and Recreation

Parks and Recreation staff work every day to create a healthy and vibrant community for families and individuals living in Palmdale by providing traditional recreation services and neighborhood events that are easily accessible and affordable. These services build life skills, encourage healthy living, improve youth resiliency, and deter crime. Through collaboration with other agencies and contracted instructors, we expand and enrich services at local parks and recreation facilities. We offer athletic opportunities to various skill levels and ages, including a full spectrum of aquatic services from learn to swim water safety courses to competitive swimming. The City of Palmdale, like all communities, has been dramatically affected by the COVID-19 closures, and Parks and Recreation staff have worked diligently through the crisis to ensure the health and safety of our community as its first priority.

FY 2022-23 Goals

- Work with HR on compaction resulting from the minimum wage increase, and complete a classification study of part-time recreation positions and how they overlap with other city positions;
- Continue to move part-time employee onboarding process to more contemporary systems such as electronically submitted employment documents using E-Verify, online employee training with Target Solutions, and offer virtual new hire orientation and virtual site-specific training;
- Implement new employee work schedule software; assist with all backend data entry, train staff;
- Develop a fee waiver policy and reevaluate liability insurance for department service providers and renters. If funding is provided, begin master planning process;
- Conduct recreation site assessments and prepare current response plans for natural disasters and acts of violence;
- Coordinate with Public Works to begin department use of Lucity; and,
- Continue to collaborate with and support local youth sports leagues.

Recreation Services

FY 2022-23 Goals

- Youth basketball and volleyball programs are at max capacity with wait lists. The Paul George Foundation expressed interest in expanding our basketball league; full-time oversight personnel and a greater commitment of gymnasium space will be required to make a difference. The department will continue to monitor and identify solutions;
- Collaborate with Economic Development to study economic impact of tournaments;
- Coordinate ongoing park repair and replacement needs and funding with Maintenance;
- Coordinate with Neighborhood Services and Sheriff's Department to monitor and address park safety needs; expand program offerings and partnerships as a preventative measure;
- Increase learn-to-swim program and World's Largest Swim Lesson participation for the most vulnerable age group according to the CDC, ages 1-14;
- Expand Jr. Lifeguard and adult swim lesson programs; and,
- Seek new marketing avenues to increase Lifeguard Academy participation.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$1,604,578	$1,844,100	$2,043,350	$199,250	10.8%
BENEFITS	400,931	345,700	293,070	(52,630)	-15.2%

ORG DEVELOPMENT	2,855	12,140	13,640	1,500	12.4%
OPERATING EXP	95,554	174,200	171,700	(2,500)	-1.4%
CONTRACT SERVICES	57,629	200,700	290,700	90,000	44.8%
CAPITAL OUTLAY	22,282	15,000	25,350	10,350	69.0%
UTILITIES	40,780	63,800	63,800	-	0.0%
CAPITAL	-	57,000	32,760	(24,240)	-42.5%
RECREATION SERVICES TOTAL	**$2,224,609**	**$2,712,640**	**$2,934,370**	**$221,730**	**8.2%**

Primary Program Expenditure Explanations

- Salaries & Benefits - increases in FY 2022-23 are due to staffing back up to normal levels after staffing, programs and services had been reduced as a result of Covid.
- Contract Services – increases in FY 2022-23 for instructor led programs that are being reinstated to full levels. Costs are offset with corresponding program revenues.

Parks & Facilities

The Parks & Facilities division provides first-class parks and special use facilities for residents. The City park system includes 364.4 acres of developed park land and 685,120 square feet of indoor recreation space. The Parks and Recreation (P&R) department benefits the entire community by strengthening our City's quality of life through recreational experiences, improving public safety, and boosting revenues. Our special use facilities support economic development by attracting residents and businesses as well as visitors. DryTown Water Park offers a world-class theme park experience where safety, affordability and community pride are a priority. Legacy Commons for Active Seniors provides life resources, social opportunities, and wellness programming for seniors. Joe Davies Heritage Airpark memorializes our local aeronautic history. The Chimbole Cultural Center offers affordable banquet and meeting space for nonprofit, local business and resident needs. The P&R Administrative division provides support and responsiveness to City Council and City management. In addition to seeking methods to expand and improve service, the department monitors industry standards and strives to provide quality, accessible experiences for residents.

FY 2022-23 Goals

- Continue to manage COVID-19 City services, PPE needs, review of ongoing health order changes, adjust staff training, adjust program implementation practices, educate patrons and manage confirmed internal and external COVID-19 cases;
- Implement new ticketing system for events and Playhouse including backend programming, staff training, customer education; purchase/update related site equipment;
- Work with Communications to build three new websites (Amphitheater, Playhouse, DryTown)
- Continue to assist with the City Council's park expansion goals and general plan update; need to expand protected open space, walkable parks and trails;
- Begin Library community and stakeholder strategic planning process; find implementation strategies to meet demand based on our undersized Library once results are compiled;
- Begin new property lease agreement process with the Air Force effective 2023;
- Evolve and expand sponsorship program in collaboration with Economic Development;

- Continue to work with Communications to improve marketing/outreach opportunities, consolidate department social media pages, improve management of the department's social media pages, and implement marketing study recommendations;
- Develop a service strategy for residents with cognitive or physical disabilities;
- Increase use of data driven decision-making, expand use of technology, improve transparency and department awareness/education through informative dashboards;
- Implement Paul George projects as applicable, move toward a partnership-based recreation complex;
- Implement new admission ticketing system including backend programming, staff training, customer education; purchase/update related site equipment;
- Create a new DryTown Water Park brochure with advertising opportunities
- Install new guest lockers at DryTown Water Park;
- Create new merchandise opportunities for the DryTown General Store to include a mining sluice and souvenir cups;
- Upgrade filters and heaters for pools;
- Execute new park concessions agreement;
- Prepare alternative operation plans as COVID-19 dictates; educate Council and park users; identify potential revenue loss due to COVID-19 anticipated restrictions
- Prepare park pro forma summarizing park weaknesses, threats, and opportunities from a business perspective;
- Consider ongoing COVID-19 concerns, reevaluate service delivery methods and protocols as seniors can be reintroduced to group programming;
- Implement a membership program to access free health and wellness services and events; and,
- Develop new hobby/instructional programming for nominal fees; associated changes allow for more diverse program offerings and enhanced center safety.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$1,279,196	$2,111,500	$2,199,030	$87,530	4.1%
BENEFITS	363,809	595,630	581,760	(13,870)	-2.3%
ORG DEVELOPMENT	17,247	25,300	24,300	(1,000)	-4.0%
OPERATING EXP	183,303	284,500	501,300	216,800	76.2%
CONTRACT SERVICES	193,556	315,400	356,300	40,900	13.0%
SOFTWARE	-	10,700	14,700	4,000	37.4%
CAPITAL OUTLAY	59,949	38,700	25,800	(12,900)	-33.3%
UTILITIES	260,972	304,120	314,620	10,500	3.5%
CAPITAL	-	56,900	293,170	236,270	415.2%
TRANSFERS OUT - INT SVC ALLOC	425,320	1,290,740	1,098,140	(192,600)	-14.9%
PARKS & FACILITIES TOTAL	**$2,783,352**	**$5,033,490**	**$5,409,120**	**$375,630**	**7.5%**

Primary Program Expenditure Explanations

- Operating Expenses – primary driver of the increase in FY 2022-23 is a proposed use of Measure AV funds for Legacy Commons and senior programs
- Contract Services – increases in FY 2022-23 are proposed to fund sponsorship programs through American Rescue Plan Act funds.
- Capital – proposed expenditures in FY 2022-23 include replacement of equipment at Drytown, including water heaters, park strainer baskets, in addition to a portable PA system to be used at multiple locations for a variety of events.

Events and Culture

The Events and Culture division promotes cultural and theatrical programs and diverse entertainment. The Palmdale Playhouse provides a learning platform for those interested in performing arts through theatre, music and dance classes, specialty workshops, and youth camps. The Palmdale Playhouse hosts recitals, art exhibits, performances for local schools, professional road shows, and community performances. The division promotes public art initiatives that strengthen our community's unique identity and shape its physical character as a vibrant, prosperous desert community. It offers annual premier events at the Palmdale Amphitheater including Kaleidoscope Art & Music Festival, Summer Concert Series, Children's SpringFest & Egg Hunt, Freedom Celebration & Fireworks, and Family Movie Nights. It facilitates rentals at the Palmdale Amphitheater for large scale events of 1,000 or more guests, and park facilities for community events, fundraisers, and ceremonies; and manages and seeks revenue through sponsorships, vendor fees, rental fees, and ticket sales.

FY 2022-23 Goals

- Seek Council approval for Public Art Commission Bylaws and seat seven Public Art Commission members;
- Institute systems and practices to include public art requirements in existing municipal and private construction processes and effectively communicate to private developers through DAB meetings; educate staff in other departments as needed;
- Improve contest judging and presentation of Walk on Words poetry contest;
- Continue to develop relationships with established and emerging local artists for consideration in future public art endeavors;
- Rework Summer Theater Camp for COVID-19 guidelines and hold two camps;
- Hire and train full-time Theater Operations Coordinator;
- Reopen orchestra, dance, and theater classes within COVID-19 guidelines;
- Rework summer concert series for COVID-19 guidelines and produce shows in late summer;
- Hire and train a full-time Special Events Recreation Coordinator; and,
- Identify and implement logistics applicable to COVID-19 guidelines and hold Kaleidoscope Art & Music Festival in October.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$522,155	$1,086,000	$1,090,210	$4,210	0.4%
BENEFITS	191,977	258,470	288,810	30,340	11.7%
ORG DEVELOPMENT	-	9,010	7,100	(1,910)	-21.2%
OPERATING EXP	41,011	152,370	728,480	576,110	378.1%
CONTRACT SERVICES	112,136	500,920	834,360	333,440	66.6%

SOFTWARE	744	-	3,100	3,100	0.0%
CAPITAL OUTLAY	12,527	6,300	7,000	700	11.1%
UTILITIES	35,641	47,300	47,300	-	0.0%
CAPITAL	40,597	17,770	-	(17,770)	-100.0%
TRANSFERS OUT	-	41,300	41,900	600	1.5%
EVENTS AND CULTURE TOTAL	**$956,788**	**$2,119,440**	**$3,048,260**	**$928,820**	**43.8%**

Primary Program Expenditure Explanations

- Operating Expenses – primary driver of the increase in FY 2022-23 is a proposed use of Measure AV funds community events to be determined throughout the year.
- Contract Services – increases in FY 2022-23 reflect contracts to attract talent for summer concert series events. Savings were realized in FY 2021-22.

Palmdale City Library

The Palmdale City Library serves as a community focal point and gathering place in-person and online for community members to learn, exchange information and ideas, and enrich their lives by providing print and digital research materials, recreational reading and viewing materials, and relevant programs for all ages and backgrounds. Professional Library staff members acquire and manage the collection of materials, create and provide the programs, and collaborate and partner with community organizations. Tools used to carry-out the Library's mission and purposes include books, periodicals, DVDs, audiobooks, public access computers and free Wi-Fi, early and family literacy story time, summer reading program, summer lunch program, Teen Advisory led programs, book clubs, and the "Know Mobile" for varied outreach programs outfitted with technology, print materials, and more.

FY 2022-23 Goals

- Continue to build relationships with community groups and schools;
- Develop fresh and innovative youth, teen and adult virtual programs;
- Create a more prominent space for teens in the Library;
- Continue to offer the summer reading program in a virtual format with the help of Bookpoints; and,
- Develop a clear policy for the Local History Room Collection.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$3,149	$28,400	$33,850	$5,450	19.2%
BENEFITS	121	800	1,050	250	31.3%
ORG DEVELOPMENT	-	500	500	-	0.0%
OPERATING EXP	264,654	244,000	286,500	42,500	17.4%
CONTRACT SERVICES	976,135	1,057,900	1,154,530	96,630	9.1%
CAPITAL OUTLAY	4,730	34,500	10,000	(24,500)	-71.0%

UTILITIES	46,907	63,700	64,700	1,000	1.6%
CAPITAL	-	50,000	-	(50,000)	-100.0%
TRANSFERS OUT - INT SVC ALLOC	78,080	240,610	153,620	(86,990)	-36.2%
PALMDALE CITY LIBRARY TOTAL	**$1,373,777**	**$1,720,410**	**$1,704,750**	**$(15,660)**	**-0.9%**

Primary Program Expenditure Explanations

- Operating Expenses – increases in operating expenses in FY 2022-23 are driven by grant funds that are anticipated to be received and are being programmed for the year to support the library.
- Contract Services – increases in FY 2022-23 reflect $60 thousand in expenditures to be funded by American Rescue Plan Act funds for library programs such as after school programs.

Public Works

Palmdale, California

Annual Budget Fiscal Year 2022-23

Public Works Administration

The Administration division ensures that the Public Works department is efficiently managed to facilitate operations. Duties include oversight of capital improvement projects, public works inspections, oversight of City owned buildings, administrative management of traffic signal system, compliance with National Pollutant Discharge Elimination System (NPDES) requirements, oversight for street maintenance, street lighting, parks, trees, fleet maintenance, regulation compliance and budget.

The Administration division provides technical and administrative support for proposed developments, permit issuance, manages requests from citizens, and provides support services to other departments. The division represents the City in various capacities on issues of local and regional significance and supports the City Manager's Office and City Council in their work on regional boards and commissions.

FY 2022-23 Goals

- Continue implementation of the Five-Year Capital Improvement Plan (CIP);
- Continue implementation of the Community Choice Aggregate (CCA) program;
- Begin construction of the Habitat Restoration Project on the Upper Amargosa Creek Recharge;
- Begin construction of Avenue R Complete Streets;
- Begin construction of Measure R Palmdale Boulevard and State Route 14 Interchange; and,
- Complete SiFi citywide fiber planning and begin construction.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$949,468	$1,014,800	$1,414,270	$399,470	39.4%
BENEFITS	(478,002)	7,320	250,730	243,410	3325.3%
ORG DEVELOPMENT	7,756	19,200	20,050	850	4.4%
OPERATING EXP	5,743	12,100	12,100	-	0.0%
CONTRACT SERVICES	110,277	230,330	163,000	(67,330)	-29.2%
SOFTWARE	599	-	-	-	0.0%
CAPITAL OUTLAY	1,601	1,500	1,500	-	0.0%
UTILITIES	3,029	4,500	4,500	-	0.0%
DEBT SERVICE	10,278	10,300	10,300	-	0.0%
TRANSFERS OUT - INT SVC ALLOC	4,590	12,530	10,320	(2,210)	-17.6%
PUBLIC WORKS ADMINISTRATION TOTAL	**$615,338**	**$1,312,580**	**$1,886,770**	**$574,190**	**43.7%**

Primary Program Expenditure Explanations

- Salaries & Benefits – increases are reflective of COLA, wage increase and merit increases due to employees. Salary allocation changes are also a factor in the increases in FY 2022-23. Overhead allocations and direct charging to projects may result in fluctuations in these categories.
- Contract Services – decreases re due to the shifting of contracts from Public Works to the Legislative Affairs division.

Environmental

The Environmental and Technology division monitors Public Works' environmental compliance efforts, the City's solid waste and recycling programs, air quality programs, energy conservation and efficiency programs, the Streetlight division maintaining property owner funded streetlights on City owned streets in residential and commercial areas, public transportation facilities and policies so that people can move within the City with equality of convenience and access among all modes of transportation, and implementation of a citywide fiber project. These programs include:

- Completing annual AB 939 (California recycling law) report and any other requirements of CalRecycle;
- Ensuring compliance with AB 341 (Mandatory Commercial Recycling), AB 1826 (Mandatory Commercial Organics Recycling) including annual outreach to commercial business owners and multifamily units regarding the tiered requirements to arrange for recycling services, and education and monitoring of all recycling activities;
- Managing the City's beverage container recycling grant and used motor oil grant and recycling program;
- Providing administration of related elements of the solid waste contract with Waste Management;
- Launching the CCA, Energy for Palmdale's Independent Choice (EPIC) in the City, allowing participants to have a greater say in the type of energy purchased and from where;
- Energy efficiency programs for City facilities to provide resiliency, save energy costs and generate revenue;
- Deployment of 5G broadband technology and small wireless facilities citywide;
- Provide streetlight maintenance services to residential and commercial areas that include maintenance of lighting structures and conduits, provide utilities, and renovate lighting fixtures as needed;
- Transportation planning and coordination of projects that promote alternative modes of transportation widely available and attractive to the public; and,
- Electric vehicle charging projects throughout the City and promotion of EV carpool programs.

FY 2022-23 Goals

- Complete and implement AB 341, AB 1826 and C&D Ordinances
- Work with franchise waste hauler to increase local commercial recycling and organics to a higher diversion rate
- Complete implementation efforts of CCA program for October 2022 launch and negotiations for Power Purchase Agreements (PPA) with the appropriate providers
- Complete 5G Ordinance updates and Master License Agreement to deploy Citywide broadband
- Integrate Lucity management software as a streetlight management program
- Update EV charging policy

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$111,485	$157,700	$345,220	$187,520	118.9%
BENEFITS	45,417	78,250	182,750	104,500	133.5%
OPERATING EXP	9,910	2,200	3,960	1,760	80.0%
CONTRACT SERVICES	197,594	274,700	758,230	483,530	176.0%
UTILITIES	41	-	-	-	0.0%
ENVIRONMENTAL TOTAL	**$364,446**	**$512,850**	**$1,290,160**	**$777,310**	**151.6%**

Primary Program Expenditure Explanations

- Salaries & Benefits – increases are reflective of proposed new positions to be funded through the Waste Management contract in FY 2022-23.
- Contract Services – increases are primarily due to contracts for consulting services to assist with 5G/SiFi, as well as an increase to fund a new lightening loader and to implement illegal dumping and solid waste programs.

Engineering

The Engineering division includes the Civil Engineering and Public Works Inspection sections. The Civil Engineering section is responsible for the development and implementation of engineering standards for construction; review of legal descriptions of real property; administration of special benefit districts for improvements including sewer, drainage, landscaping and street lighting districts; permit processing; flood control administration; planning, implementing, and updating the City's Master Plan of Drainage and the Drainage Management Plan in conjunction with subdivision infrastructure, commercial development, and capital improvement projects. The Public Works Inspection section is responsible for inspecting all building projects and infrastructure within the City right-of-way and public and private grading operations.

The Traffic Engineering division includes the Traffic/Transportation and Traffic Signals and Street Lighting Maintenance sections. The Traffic/Transportation section is responsible for conducting traffic studies for the installation of traffic control devices; reviewing land development project applications as it relates to traffic and transportation; monitoring services provided by Antelope Valley Transit Authority, Metro, and other transportation providers to meet community needs; designing roadway improvements, signage, bikeways and traffic signals to promote the safe and orderly movement of vehicular, pedestrian and bike traffic as well as goods; providing support to school districts on their suggested Routes to School programs. The Traffic Signal and Street Lighting section is responsible for maintaining and coordinating preventive maintenance for the City's existing traffic signals, existing citywide traffic signal single mode fiber optic network, and the citywide street lighting system. They also maintain, under an agreement with Los Angeles County, several Los Angeles County traffic signals and school flashers located within and near the City of Palmdale.

FY 2022-23 Goals

- Complete annual reports for the Landscaping, Sewer, Street Lighting, Sewer and Parks Assessment Districts;
- Complete inspection of the Rancho Vista Gap closure project between 15th and 50th Sts. West;
- Provide quality inspection of construction improvement projects within City's right-of-way;
- Provide comments on the City's pavement management program;
- Respond to and provide inspection of construction improvements for new developments and right-of-way improvements within 24 hours of the service call;
- Complete Engineering Standards update;
- Repair minor erosion on Ritter Dam slope as recommended by state dam inspectors
- Clean Joshua Ranch drainage infrastructure;
- Complete comments on Avenue S-8/40th St. East roundabout design plans;
- Continue participating in California High Speed Rail meetings and provide comments to help reduce traffic impacts on City streets from this proposed project;
- Continue providing comments for all proposed Measure R projects: State Route 138 (Palmdale Boulevard) between 5th and 10th Sts. East, State Route 14 off/on-ramp with 10th St. West, State Route 14 and Palmdale Boulevard interchange, and State Route 14 with Avenue N interchange;

- Assist with implementing the new permitting system;
- Provide quality inspection of new traffic signals and street lighting projects within City's right-of-way;
- Provide comments on the City of Palmdale Pavement Management program;
- Respond to and provide inspection of construction improvements for new traffic signals and street lighting projects within 24 hours of the service call;
- Complete the plan review of proposed traffic signal and roadway improvements at the intersection of Rancho Vista Boulevard and Division St.;
- Continue participating in California High Speed Rail meetings and review and provide comments on their plans to help reduce traffic related impacts of this project on the City's roadway network; and,
- Continue maintaining the existing traffic signal and fiber optic network in working order by using adequate preventive maintenance methods.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$1,635,745	$1,724,200	$1,746,190	$21,990	1.3%
BENEFITS	681,526	888,700	970,870	82,170	9.2%
ORG DEVELOPMENT	9,051	41,700	41,700	-	0.0%
OPERATING EXP	475,277	743,800	837,930	94,130	12.7%
CONTRACT SERVICES	358,620	578,200	835,700	257,500	44.5%
SOFTWARE	17,271	-	-	-	0.0%
CAPITAL OUTLAY	28,184	31,200	31,200	-	0.0%
UTILITIES	736,958	1,626,150	1,766,300	140,150	8.6%
CAPITAL	1,864	-	-	-	0.0%
DEBT SERVICE	1,010,419	1,010,200	1,010,200	-	0.0%
TRANSFERS OUT - INT SVC ALLOC	62,450	569,740	647,850	78,110	13.7%
TRANSFERS OUT - ADMIN FEES	506,954	760,600	832,000	71,400	9.4%
ENGINEERING TOTAL	**$5,524,319**	**$7,974,490**	**$8,719,940**	**$745,450**	**9.3%**

Primary Program Expenditure Explanations

- Operating Expenses – increases are a result of price increases on supplies and materials.
- Contract Services – increases are primarily due to contracts that are essential to the City's compliance with the VMT policy as well as an agreement with NBS Government Finance to assist with special district formation and management.
- Utilities – increases are reflective of rate increases from service providers for electric, gas and water.

Street Maintenance

The Street Maintenance division manages the maintenance, repair, and improvements to the entire network of right-of-way infrastructure in the City to provide the public with safe, efficient, functional, high quality, aesthetically pleasing, cost-effective transportation and drainage systems. This includes 508 street centerline miles (94.6 million square feet), 560 miles of sidewalks, and 17 miles of storm drains and culverts. Crews are readily available for storm patrol, emergencies, and disasters as they occur in City limits, and to assist surrounding communities when needed.

In addition, the division provides:

- Pavement maintenance functions;
- Snow plowing / street sanding;
- Pavement legend painting / curb painting;
- Storm damage maintenance and repair;
- Concrete maintenance and repair;
- Drainage maintenance and repair;
- Illegal dumping removal;
- Traffic sign maintenance;
- Alley maintenance;
- Pothole repair;
- Inspection and maintenance on portions of State Route 138 located within the City's jurisdiction; and,
- Right-of-Way Tree Maintenance/Urban Forestry Program.

FY 2022-23 Goals

- Continue implementation of Lucity maintenance management software;
- Remove/rebuild/reinstall second pump at Sierra Highway Pump Station;
- Install second pump at Avenue Q and 14 Freeway basin;
- Repair and modify drainpipe on Godde Hill Road north of Elizabeth Lake Road;
- Cold mix swish jobs at multiple citywide locations;
- Urban forestry services, including tree trimming and removals in public right-of-way; and,
- Continue the following programs citywide:
    - Asphalt crack sealing program
    - Sidewalk/concrete remove and replace program
    - Mast arm sign replacement program
    - Striping program with new long line striper
    - Signs and legends program
    - Illegal dumping mitigation program

Category	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$1,916,589	$2,117,600	$2,168,990	$51,390	2.4%
BENEFITS	1,141,264	1,267,880	1,321,970	54,090	4.3%
ORG DEVELOPMENT	4,680	10,000	25,000	15,000	150.0%
OPERATING EXP	421,232	582,700	582,700	-	0.0%
CONTRACT SERVICES	98,542	218,000	216,500	(1,500)	-0.7%
SOFTWARE	3,357	-	-	-	0.0%
CAPITAL OUTLAY	10,728	12,000	12,000	-	0.0%
UTILITIES	88,224	106,200	112,100	5,900	5.6%
CAPITAL	51,076	-	-	-	0.0%
TRANSFERS OUT - INT SVC ALLOC	925,610	2,321,480	1,410,730	(910,750)	-39.2%
STREET MAINTENANCE TOTAL	**$4,661,302**	**$6,635,860**	**$5,849,990**	**$(785,870)**	**-11.8%**

Primary Program Expenditure Explanations

- Organizational Development – increases reflect the divisions desire to get back to pre-pandemic levels of organizational developments, professional development and trainings for employees.
- Transfers Out – Internal Service Fund Allocations – decreases in FY 2022-23 are due to a decrease in Fleet Maintenance allocations. Prior year allocations included the purchase of street maintenance vehicles, for which costs were allocated back to this division.

Fleet Maintenance

Fleet Maintenance manages more than 300 City vehicles, equipment, and a variety of specialty equipment, and ensures the daily vehicle needs of multiple City departments are supported.

Description of services:

- Safe operation of more than 300 City-owned vehicles;
- Maintenance and repair of City-owned vehicles and equipment;
- Ensure regulatory compliance with multiple agencies, including but not limited to DOT, CHP, BAR, ARB, OSHA, and AVAQMD;
- Vehicle licensing and permitting;
- Control fleet size and cost by vehicle allocation;
- Vehicle replacement and retention based on a forward-looking methodology;
- Maintenance and inspection of fuel tanks and dispensers, and coordination of fuel deliveries; and,
- Log and track fuel usage citywide.

FY 2022-23 Goals

- Control and reduce vehicle operating costs by shortening the intervals of PMI activities and reduce reliance on driver inspection reports (DVIRs) for preventative maintenance (PM) scheduling;
- Develop a Fleet Replacement Program and forecast plan based on State Executive Order N-79-21. New passenger cars and trucks will be zero-emission by 2035 and 100% of medium- and heavy-duty vehicles in the state will be zero emission by 2045 for all operations;
- Continue to update much needed shop equipment to meet current safety standards;
- Review changes in regulations and update policies and procedures to meet all modern regulatory requirements; and,
- Rightsizing of fleet by closely monitoring utilization rates based on miles per year.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$237,052	$315,600	$266,410	$(49,190)	-15.6%
BENEFITS	156,768	193,620	169,270	(24,350)	-12.6%
ORG DEVELOPMENT	-	2,000	2,000	-	0.0%
OPERATING EXP	1,039,916	775,000	848,500	73,500	9.5%
CONTRACT SERVICES	69,613	87,000	93,000	6,000	6.9%
UTILITIES	-	500	500	-	0.0%
CAPITAL	-	1,400,780	1,649,000	248,220	17.7%
FLEET MAINTENANCE TOTAL	**$1,503,349**	**$2,774,500**	**$3,028,680**	**$254,180**	**9.2%**

Primary Program Expenditure Explanations

- Salaries & Benefits – FY 2021-22 projections reflect anticipated buy-back options. Actuals may fluctuate and are proposed to decrease slightly in FY 2022-23 to align with actual trends.
- Operating Expenses – FY 2022-23 proposed budgets reflect the increases in the price of fuel and supplies for the Fleet Maintenance division.

Sewer Maintenance

Sewer Maintenance provides the City with an efficient and reliable sanitary sewer collection system that serves the needs of the community and complies with all state and federal regulations.

Services are based on the implementation of a comprehensive management plan for the maintenance of all sewer assets. This plan includes a proactive maintenance cleaning schedule; regularly scheduled inspection and conditional assessment; infrastructure rehabilitation and replacement; capacity assurance program; Fats, Oils, and Grease program (industrial waste permitting and public outreach); and maintaining an overflow emergency response plan.

FY 2022-23 Goals

- Multiple sewer repair projects for sewer main line and manhole adjustments;
- Complete five-year Sewer System Management Plan (SSMP) audit;
- No sanitary sewer overflows;

- Develop the Maintenance Asset Management program; and,
- Develop maintenance safety programs compliant with state and federal standards.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$1,007,447	$1,555,200	$1,557,510	$2,310	0.4%
BENEFITS	532,494	895,750	901,100	5,350	0.6%
ORG DEVELOPMENT	15,130	39,000	39,000	-	0.0%
OPERATING EXP	85,993	125,100	134,100	9,000	7.2%
CONTRACT SERVICES	115,160	489,500	624,000	134,500	27.5%
SOFTWARE	28,441	-	-	-	0.0%
CAPITAL OUTLAY	4,317	5,000	5,000	-	0.0%
UTILITIES	19,126	29,000	29,400	400	1.4%
CAPITAL	6,927	359,020	-	(359,020)	-100.0%
TRANSFERS OUT - INT SVC ALLOC	97,030	263,690	819,250	555,560	210.7%
TRANSFERS OUT - ADMIN FEES	372,853	750,200	875,300	125,100	16.7%
SEWER MAINTENANCE TOTAL	**$2,284,919**	**$4,511,460**	**$4,984,660**	**$473,200**	**10.5%**

Primary Program Expenditure Explanations

- Contract Services – increases in FY 2022-23 due primarily to an increase for a sewer reimbursement agreement that the City wishes to enter into.
- Capital – FY 2021-22 reflected the purchase of a sewer GapVax truck. Capital expenditures are proposed for FY 2022-23 in the Internal Service Fund for Fleet maintenance.
- Transfers out – Internal Service Fund Allocations – Fleet Maintenance Internal service fund allocations in FY 2022-23 include the proposed purchase of 2 vehicles for sewer division, including a GapVax combo truck and a ¾ ton utility body service truck.

Facilities Maintenance

Facilities Maintenance maintains all City buildings in safe, sanitary, comfortable, and aesthetically pleasing condition for the City to conduct business and for members of the community, visitors, and patrons to use and enjoy.

Services and specific activities include:

- Manage the maintenance, replacement, and upgrade of the City's buildings, facilities, and equipment, through preventative maintenance, janitorial services (contract and in-house), electrical systems, HVAC systems, plumbing, painting, and other specialized projects;
- Provide project management support for Capital Improvement Projects;
- Provide general maintenance and support for special events and projects;

- Provide water chemistry and maintenance for four City pools and DryTown Water Park;
- Promote energy conservation at City facilities; and,
- Oversee professional janitorial services and other maintenance contracts.

FY 2022-23 Goals

- Upgrade energy management system in the Development Services building;
- Upgrade America's Job Center of California parking lot lights to LED;
- Continue direct support and relocation of employee workspaces citywide;
- Paint the second story eaves and rafters of the Development Services building;
- Work with Parks & Recreation department to get pricing for Musco LED lighting throughout park and Little League sites;
- Upgrade fire alarm system at Oasis Park facilities including the recreation center, pool, and DryTown Water Park);
- Upgrade fire alarm system at the Administration building;
- Paint train shelters at Palmdale Transportation Center; and,
- Begin replacing all filters and heaters for City pools and DryTown Water Park.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$1,257,199	$1,370,200	$1,503,490	$133,290	9.7%
BENEFITS	678,579	782,010	944,970	162,960	20.8%
ORG DEVELOPMENT	4,326	12,500	11,500	(1,000)	-8.0%
OPERATING EXP	292,249	441,000	461,850	20,850	4.7%
CONTRACT SERVICES	1,175,575	2,915,200	2,927,100	11,900	0.4%
CAPITAL OUTLAY	17,384	25,800	25,800	-	0.0%
UTILITIES	520,541	682,100	717,500	35,400	5.2%
TRANSFERS OUT - INT SVC ALLOC	80,410	218,090	180,090	(38,000)	-17.4%
FACILITIES MAINTENANCE TOTAL	**$4,026,263**	**$6,446,900**	**$6,772,300**	**$325,400**	**5.0%**

Primary Program Expenditure Explanations

- Salaries & Benefits – increases in FY 2022-23 due primarily changes in salary allocations between division, combined with COLA, wage increase, and merit increases due to employees.
- Operating Expenses – FY 2022-23 proposed budgets reflect the increases in the price of supplies for the division.

Park Maintenance

The Park Maintenance division cares for City parks and facility grounds, general benefit landscapes, park and ride lots, and the Palmdale Transportation Center grounds. The section advocates for the beautification and sustainability of these essential community assets that help make Palmdale a vibrant place to call home.

Services include:

- Urban forest management;
- Plant / shrub management;
- Turf management;
- Graffiti abatement;
- Integrated weed and pest management;
- Water resource management via climate-based central irrigation control;
- Backflow prevention device management;
- Drainage system maintenance;
- Design and fabrication including wrought iron fence life cycle program;
- Litter management; and,
- Illegal dumping abatement.

Parks are vitally important to establishing and maintaining the quality of life in our community, promoting the health of families and youth, and contributing to the economic and environmental well-being of our City. The City maintains 17 developed parks for a combined total of 810 acres of park land. Park landscape maintenance services include urban forest management, turf management, plant and shrub management, water resource management via climate-based central irrigation control and irrigation system maintenance, integrated weed and pest management, and litter management.

Additional park maintenance categories include:

- Park site furnishings;
- Playgrounds / tot lots;
- Sports infrastructure / sports field turf;
- Park and nature trails;
- Hardscape maintenance;
- Graffiti abatement;
- Painting;
- Fencing / fabrication;
- Vandalism repairs; and,
- Special event support.

The Landscape division oversees private contractors who provide much of the City's landscape maintenance services. City staff ensure contractor compliance and provide specialized maintenance services throughout the City's urban grounds and green spaces.

FY 2022-23 Goals

- Replace irrigation booster pumps at Development Services and Palmdale City Library;
- Implement phased turf maintenance program including dethatching, overseeding, and/or mulching;
- Renovate three sports fields and various passive turf areas;
- Renovate planters at Joshua Hills Park, Development Services, Poncitlán Square and Legacy Commons;
- Install new wood fiber at Massari Park playground (swing set), Yellen Park, Anaverde Park and Foothill Park;
- Continue replacing picnic tables, benches, and trash receptacles at all park sites;
- Continue Urban forestry services including tree trimming, removal, and replanting at City parks;
- Renovate decomposed granite trail at Marie Kerr and Domenic Massari Parks;
- Resurface McAdam Park pickle ball court; and,
- Support Parks & Recreation department programming.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$468,037	$484,400	$685,830	$201,430	41.6%
BENEFITS	268,519	300,970	447,150	146,180	48.6%
ORG DEVELOPMENT	3,357	13,000	13,000	-	0.0%
OPERATING EXP	240,909	381,200	920,100	538,900	141.4%
CONTRACT SERVICES	2,063,551	2,641,150	2,647,500	6,350	0.2%
CAPITAL OUTLAY	3,261	3,000	3,000	-	0.0%
UTILITIES	1,064,338	1,351,000	1,417,600	66,600	4.9%
TRANSFERS OUT - INT SVC ALLOC	65,210	177,250	250,040	72,790	41.1%
PARKS MAINTENANCE TOTAL	**$4,177,181**	**$5,351,970**	**$6,384,220**	**$1,032,250**	**19.3%**

Primary Program Expenditure Explanations

- Salaries & Benefits – increases in FY 2022-23 due primarily changes in salary allocations between division, combined with COLA, wage increase, and merit increases due to employees. FY 2022-23 budget proposes to add an additional three (3) part-time staff and two (2) full time maintenance workers.
- Operating Expenses – FY 2022-23 proposed budgets reflects a new program for graffiti abetment and prevention to be funded by Measure AV.

Landscape Maintenance

Landscape Maintenance Districts and Drainage Benefit Assessment Districts are special districts formed to pay for enhanced landscaping and improvements, maintenance, and services beyond those generally provided by the City. It provides for the beautification and sustainability of essential green space community assets and natural resources that make Palmdale a vibrant place to call home. Landscape Maintenance Districts are property owner approved and funded.

Services include:

- Urban forest management;
- Plant / shrub management;
- Turf management;
- Graffiti abatement;
- Integrated weed and pest management;
- Water resource management via climate-based central irrigation control;
- Backflow prevention device management;
- Drainage system maintenance;
- Design and fabrication including wrought iron fence life cycle program;
- Litter management; and,
- Illegal dumping abatement.

FY 2022-23 Goals

- Contract services oversight for 248 Landscape Assessment Districts;
- Landscape restorations and renovations;
- Annual backflow prevention device testing, repair, replacement, and certification;
- Water management and conservation;
- Annual irrigation booster pump preventative maintenance;
- Replace defective irrigation controllers;
- Replace defective electric meter pedestals;
- Urban forestry services including tree inventory update, tree trimming, removal, and replanting;
- Block wall and wrought iron security perimeter barrier repairs, replacement, and repainting;
- Integrated pest and vegetation management;
- Drainage management;
- Annual storm water pump preventative maintenance;
- Integrated pest and vegetation management; and,
- Graffiti Abatement program.

Item Description	2021 Actuals	2022 Projected	FY 2023 Proposed	$ Chg	% Chg
SALARIES	$956,378	$992,300	$1,157,960	$165,660	16.7%
BENEFITS	623,230	634,230	768,860	134,630	21.2%
ORG DEVELOPMENT	14,207	17,000	17,500	500	2.9%
OPERATING EXP	289,305	484,200	505,800	21,600	4.5%
CONTRACT SERVICES	2,457,514	2,806,000	3,075,300	269,300	9.6%
CAPITAL OUTLAY	4,202	10,800	15,800	5,000	46.3%
UTILITIES	983,491	1,174,600	1,184,000	9,400	0.8%
CAPITAL	39,422	-	-	-	0.0%
TRANSFERS OUT - INT SVC ALLOC	130,600	355,130	292,580	(62,550)	-17.6%
TRANSFERS OUT - ADMIN FEES	899,602	1,088,700	1,197,900	109,200	10.0%
LANDSCAPE MAINTENANCE TOTAL	**$6,397,951**	**$7,562,960**	**$8,215,700**	**$652,740**	**8.6%**

Primary Program Expenditure Explanations

- Salaries & Benefits – increases in FY 2022-23 due primarily changes in salary allocations between division, combined with COLA, wage increase, and merit increases due to employees. FY 2022-23 budget proposes to add an additional part-time Maintenance Worker.
- Contract Services – FY 2022-23 proposed budgets reflects additional contract services with NBS Government Finance for Assessment District management. Other increases are a result of higher contract costs for landscaping and tree trimming services.

Capital Improvement Program

Palmdale, California

Annual Budget Fiscal Year 2022-23

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
B0004	**ADA COMPLIANCE**	203	PROP A FUND	-	80,290	219,800
B0004	**ADA COMPLIANCE**	206	LOCAL TRANSP FUND ART 3	-	-	-
B0004	**ADA COMPLIANCE**	280	CDBG FUND	110,000	193,500	347,000
B0004 Total				**110,000**	**273,790**	**566,800**
B0013	**ADA COMP-AVE Q 12/10TH-12TH E**	280	CDBG FUND	413,300	1,380,520	-
B0013 Total				**413,300**	**1,380,520**	**-**
D0001	**AMARGOSA DRAINAGE**	222	AMARGOSA DRAINAGE FUND	-	10,000	-
D0001 Total				**-**	**10,000**	**-**
D0002	**ANAVERDE DRAINAGE**	223	ANAVERDE DRAINAGE FUND	-	50,000	-
D0002 Total				**-**	**50,000**	**-**
D0003	**PORTAL RIDGE DRAINAGE**	224	PORTAL RIDGE DRAINAGE FUND	-	20,000	-
D0003 Total				**-**	**20,000**	**-**
D0004	**PEARLAND DRAINAGE**	225	PEARLAND DRAINAGE FUND	-	50,000	-
D0004 Total				**-**	**50,000**	**-**
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	211	MEASURE A LA COUNTY PARKS	-	-	1,000,000
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	222	AMARGOSA DRAINAGE FUND	-	348,440	-
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	223	ANAVERDE DRAINAGE FUND	-	386,620	-
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	224	PORTAL RIDGE DRAINAGE FUND	-	448,700	-
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	225	PEARLAND DRAINAGE FUND	360,000	584,200	360,000
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	226	LITTLEROCK DRAINAGE FUND	-	50,000	-
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	230	BIG ROCK DRAINAGE FUND	-	75,630	-
D0008	**AMARGOSA CRK UPPER RECHG PROJ**	242	MISC GRANT/DEVELOPER CONTRIB	-	-	-
D0008 Total				**360,000**	**1,893,590**	**1,360,000**
D0101	**DETENTION BASIN MAINT & REPAIR**	101	GENERAL FUND	-	80,000	-
D0101	**DETENTION BASIN MAINT & REPAIR**	155	CAPITAL IMPROVEMENT FUND	80,000	-	-
D0101 Total				**80,000**	**80,000**	**-**
D0118	**PEARLAND DRAINAGE STUDY**	225	PEARLAND DRAINAGE FUND	650,000	650,000	-
D0118 Total				**650,000**	**650,000**	**-**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
D0119	OASIS PARK BASIN UPGRADE	225	PEARLAND DRAINAGE FUND	660,000	660,000	-
D0119 Total				**660,000**	**660,000**	**-**
D0120	40TH E/AVE R DRAINAGE IMPRV	225	PEARLAND DRAINAGE FUND	300,000	300,000	-
D0120 Total				**300,000**	**300,000**	**-**
F0010	CITY FACILITIES	101	GENERAL FUND	-	300,880	-
F0010	CITY FACILITIES	157	MEASURE AV	2,000,000	-	-
F0010	CITY FACILITIES	158	AMERICAN RESCUE PLAN FUND	-	-	2,000,000
F0010	CITY FACILITIES	229	PUBLIC FACILITIES FUND	-	48,370	-
F0010 Total				**2,000,000**	**349,250**	**2,000,000**
F0028	PTC WAYFINDING SIGNAGE	203	PROP A FUND	31,100	83,300	65,000
F0028 Total				**31,100**	**83,300**	**65,000**
F0046	COUNCIL CHAMBERS IMPROVEMENTS	101	GENERAL FUND	-	39,400	-
F0046 Total				**-**	**39,400**	**-**
F0047	COUNCIL CHAMBERS IMPROVEMENTS	241	STATE GRANTS FUND	-	100,000	50,000
F0047 Total				**-**	**100,000**	**50,000**
F0052	PLAYHOUSE HVAC UPGRADE	220	PARK DEVELOPMENT FUND	-	279,190	-
F0052	PLAYHOUSE HVAC UPGRADE	229	PUBLIC FACILITIES FUND	221,100	221,100	-
F0052 Total				**221,100**	**500,290**	**-**
F0054	AIRPORT IMPROVEMENTS	101	GENERAL FUND	-	15,250	-
F0054 Total				**-**	**15,250**	**-**
F0056	CIVIC CENTER WAYFINDING	208	MEASURE R FUND	-	25,900	50,000
F0056 Total				**-**	**25,900**	**50,000**
F0058	VOIP TELEPHONE AND CABLING	101	GENERAL FUND	-	106,890	-
F0058	VOIP TELEPHONE AND CABLING	201	GAS TAX FUND	-	2,640	-
F0058 Total				**-**	**109,530**	**-**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
F0059	SAVES POST OFFICE BUILDING	280	CDBG FUND	583,700	583,700	-
F0059 Total				**583,700**	**583,700**	**-**
F0060	PTC TRANSIT INFRSTR IMPR	209 Grant	MEASURE M FUND	-	1,997,780	-
F0060 Total				**-**	**1,997,780**	**-**
F0062	SAVES/OASIS GENERATORS	229	PUBLIC FACILITIES FUND	-	250,000	150,000
F0062	SAVES/OASIS GENERATORS	241	STATE GRANTS FUND	-	146,160	-
F0062 Total				**-**	**396,160**	**150,000**
F0081	LOCAL HAZARD MITIGATION PLN UP	242	MISC GRANT/DEVELOPER CONTRIB	-	41,000	-
F0081 Total				**-**	**41,000**	**-**
F0082	PALMDALE FILM STAGE	155	CAPITAL IMPROVEMENT FUND	-	-	-
F0082 Total				**-**	**560,000**	**-**
F0083	CITY HALL SECURITY	157	MEASURE AV	-	200,000	1,500,000
F0083	CITY HALL SECURITY	203	PROP A FUND	-	-	259,250
F0083 Total				**-**	**200,000**	**1,759,250**
F0084	VETERAN'S RESOURCE CENTER	157	MEASURE AV	1,000,000	-	1,061,360
F0084 Total				**1,000,000**	**-**	**1,061,360**
F0097	OASIS REC CNT FIRE ALARM UPGR	250	PARK ASSESSMENTS FUND	75,000	125,000	-
F0097 Total				**75,000**	**125,000**	**-**
F0098	9TH ST E DEMOLITION	280	CDBG FUND	-	100,000	-
F0098 Total				**-**	**100,000**	**-**
F0114	LIBRARY ELEVATOR REPAIR	229	PUBLIC FACILITIES FUND	-	25,000	-
F0114 Total				**-**	**25,000**	**-**
F0121	CITY DEV SVCS ELEVATOR REPAIR	229	PUBLIC FACILITIES FUND	65,000	100,000	-
F0121 Total				**65,000**	**100,000**	**-**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
F0122	**FIRE SUPRESSION RETROFITTING**	229	PUBLIC FACILITIES FUND	200,000	200,000	50,000
F0122 Total				**200,000**	**200,000**	**50,000**
F0138	**SAVES HVAC REPLACEMENT**	158	AMERICAN RESCUE PLAN FUND	-	80,000	-
F0138 Total				**-**	**80,000**	**-**
F0139	**OASIS PORTABLE GENERATOR**	229	PUBLIC FACILITIES FUND	-	-	75,000
F0139 Total				**-**	**-**	**75,000**
F0140	**CHIMBOLE PORTABLE GENERATOR**	229	PUBLIC FACILITIES FUND	-	-	80,000
F0140 Total				**-**	**-**	**80,000**
F0147	**MK PARK RECREATION CNTR ROOF**	101	GENERAL FUND	-	-	200,000
F0147 Total				**-**	**-**	**200,000**
F0148	**MK PARK REC CNTR DOOR CANOPY**	101	GENERAL FUND	-	-	260,000
F0148 Total				**-**	**-**	**260,000**
F0149	**DEV SVCS BLDG PAINT**	101	GENERAL FUND	-	-	100,000
F0149 Total				**-**	**-**	**100,000**
F0152	**LIBRARY BUILDING IMPROVEMENTS**	158	AMERICAN RESCUE PLAN FUND	-	-	150,000
F0152 Total				**-**	**-**	**150,000**
FXXXX	**TEEN CHALLENGE**	157	MEASURE AV	-	-	1,000,000
FXXXX	**ARPA - PUBLIC HEALTH**	158	AMERICAN RESCUE PLAN FUND	-	-	20,000
FXXXX	**HAMMACK CENTER DEMO/SAVES**	158	AMERICAN RESCUE PLAN FUND	-	-	750,000
FXXXX Total				**-**	**-**	**1,770,000**
G0007	**PAVEMENT MANAGEMENT PROGRAM**	204	PROP C FUND	-	249,240	350,000
G0007 Total				**-**	**249,240**	**350,000**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
G0026	**PUBLIC WORKS SOFTWARE UPGRADE**	201	GAS TAX FUND	-	175,320	-
G0026	**PUBLIC WORKS SOFTWARE UPGRADE**	254	SEWER MAINT ASSESSMENT DIST	-	92,810	-
G0026	**PUBLIC WORKS SOFTWARE UPGRADE**	255	STREET LIGHT COUNTY DISTRICT	-	97,500	-
G0026 Total				**-**	**365,630**	**-**
G0028	**HIGH SPEED RAIL**	241	STATE GRANTS FUND	-	216,980	-
G0028 Total				**-**	**216,980**	**-**
G0030	**GEN PLAN UPD FEASIBILITY STUDY**	101	GENERAL FUND	-	1,945,110	-
G0030	**GEN PLAN UPD FEASIBILITY STUDY**	155	CAPITAL IMPROVEMENT FUND	761,600	-	-
G0030	**GEN PLAN UPD FEASIBILITY STUDY**	241	STATE GRANTS FUND	-	227,130	-
G0030 Total				**761,600**	**2,172,240**	**-**
G0087	**REGIONAL RECREATION CENTER**	157	MEASURE AV	-	370,000	1,000,000
G0087 Total				**-**	**370,000**	**1,000,000**
G0092	**SUSTAINABLE TRANSP**	101	GENERAL FUND	-	194,000	-
G0092	**SUSTAINABLE TRANSP**	241	STATE GRANTS FUND	-	598,100	-
G0092 Total				**-**	**792,100**	**-**
G0093	**SCAG REAP GRANT-UTILITY INVEN**	241	STATE GRANTS FUND	276,000	276,000	-
G0093 Total				**276,000**	**276,000**	**-**
G0095	**PUB FAC ENERGY EFFICIENCY**	155	CAPITAL IMPROVEMENT FUND	118,800	-	-
G0095	**PUB FAC ENERGY EFFICIENCY**	158	AMERICAN RESCUE PLAN FUND	-	1,085,400	4,000,000
G0095	**PUB FAC ENERGY EFFICIENCY**	242	MISC GRANT/DEVELOPER CONTRIB	966,600	-	-
G0095 Total				**1,085,400**	**1,085,400**	**4,000,000**
G0096	**BATTERY STORAGE @ MCADAM**	158	AMERICAN RESCUE PLAN FUND	-	425,000	850,000
G0096	**BATTERY STORAGE @ MCADAM**	242	MISC GRANT/DEVELOPER CONTRIB	425,000	-	-
G0096 Total				**425,000**	**425,000**	**850,000**
L0012	**AVE S LMD LANDSCAPE ENHANCEMNT**	241	STATE GRANTS FUND	-	430,300	-
L0012	**AVE S LMD LANDSCAPE ENHANCEMNT**	251	LANDSCAPE MAINTENANCE FUND	-	215,780	-
L0012 Total				**-**	**646,080**	**-**

CITY OF PALMDALE
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CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
L0013	**LMD DESIGN AND RENOVATION**	251	LANDSCAPE MAINTENANCE FUND	-	872,010	-
L0013 Total				**-**	**872,010**	**-**
L0088	**PALM BLVD/47TH LNDSCP**	204	PROP C FUND	-	300,000	-
L0088 Total				**-**	**300,000**	**-**
P0009	**SAM YELLEN PARK**	157	MEASURE AV	-	-	5,000,000
P0009	**SAM YELLEN PARK**	211	MEASURE A LA COUNTY PARKS	-	1,556,490	-
P0009	**SAM YELLEN PARK**	220	PARK DEVELOPMENT FUND	-	3,638,180	6,500,000
P0009 Total				**-**	**5,194,670**	**11,500,000**
P0027	**DRY TOWN WP-REFURBISHMENT**	250	PARK ASSESSMENTS FUND	-	1,030,900	100,000
P0027 Total				**-**	**1,030,900**	**100,000**
P0042	**COMMUNITY PUBLIC ART PROJECTS**	242	MISC GRANT/DEVELOPER CONTRIB	-	44,760	-
P0042 Total				**-**	**44,760**	**-**
P0049	**MCADAM PARK RESTROOM UPGRADE**	206	LOCAL TRANSP FUND ART 3	10,000	-	-
P0049	**MCADAM PARK RESTROOM UPGRADE**	254	SEWER MAINT ASSESSMENT DIST	10,000	-	-
P0049 Total				**20,000**	**-**	**-**
P0050	**SPORTS FIELD MAINT RENOVATION**	101	GENERAL FUND	-	12,100	-
P0050	**SPORTS FIELD MAINT RENOVATION**	242	MISC GRANT/DEVELOPER CONTRIB	-	75,000	-
P0050	**SPORTS FIELD MAINT RENOVATION**	250	PARK ASSESSMENTS FUND	75,000	-	-
P0050 Total				**75,000**	**87,100**	**-**
P0052	**MARIE KERR PARK N RIDE**	203	PROP A FUND	2,500,000	2,113,350	-
P0052	**MARIE KERR PARK N RIDE**	211	MEASURE A LA COUNTY PARKS	-	487,060	-
P0052 Total				**2,500,000**	**2,600,410**	**-**
P0054	**RANCHO VISTA PARK**	156	PUBLIC ART FUND	-	30,000	-
P0054	**RANCHO VISTA PARK**	220	PARK DEVELOPMENT FUND	-	2,133,650	-
P0054 Total				**-**	**2,163,650**	**-**

CITY OF PALMDALE
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CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
P0059	**PARK IMPROVEMENTS**	220	PARK DEVELOPMENT FUND	-	13,000	-
P0059	**PARK IMPROVEMENTS**	242	MISC GRANT/DEVELOPER CONTRIB	-	26,260	-
P0059 Total				**-**	**39,260**	**-**
P0090	**MCADAM PARK SCHOOLHOUSE**	157	MEASURE AV	-	-	215,220
P0090 Total				**-**	**-**	**215,220**
P0099	**DRYTOWN UPGRADES**	300	WATER PARK	70,000	-	-
P0099 Total				**70,000**	**-**	**-**
P0102	**AUTO MALL SCULPTURE**	156	PUBLIC ART FUND	150,000	155,000	-
P0102 Total				**150,000**	**155,000**	**-**
P0103	**SR14 EXIT SCULPTURE**	156	PUBLIC ART FUND	100,000	-	-
P0103 Total				**100,000**	**-**	**-**
P0104	**SR14 EXIT SCULPTURE**	156	PUBLIC ART FUND	30,000	-	55,000
P0104 Total				**30,000**	**-**	**55,000**
P0105	**MK PARK SWIM DECK EXPANSION**	157	MEASURE AV	200,000	200,000	-
P0105	**MK PARK SWIM DECK EXPANSION**	211	MEASURE A LA COUNTY PARKS	-	-	1,000,000
P0105 Total				**200,000**	**200,000**	**1,000,000**
P0106	**RUGBY GOAL PURCH & INSTALL**	157	MEASURE AV	20,000	12,930	-
P0106 Total				**20,000**	**12,930**	**-**
P0107	**MEMORIAL & HONOR WALL**	157	MEASURE AV	100,000	100,000	-
P0107 Total				**100,000**	**100,000**	**-**
P0109	**SPORTS FIELD IMPROVEMENTS**	157	MEASURE AV	1,000,000	-	1,500,000
P0109	**SPORTS FIELD IMPROVEMENTS**	242	MISC GRANT/DEVELOPER CONTRIB	-	-	100,000
P0109 Total				**1,000,000**	**-**	**1,600,000**
P0110	**PARK MASTER PLAN**	157	MEASURE AV	300,000	254,990	-
P0110 Total				**300,000**	**254,990**	**-**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
P0111	SPORTS FIELD LED LIGHT RETROFI	157	MEASURE AV	500,000	850,000	1,000,000
P0111 Total				**500,000**	**850,000**	**1,000,000**
P0112	ROLLER HOCKEY RINKS RENOVATION	157	MEASURE AV	200,000	-	-
P0112 Total				**200,000**	**-**	**-**
P0113	COURTNEY'S PLAYGROUND	157	MEASURE AV	40,000	85,010	-
P0113	COURTNEY'S PLAYGROUND	710	PALMDALE COMMUNITY FOUNDATION	-	225,000	
P0113 Total				**40,000**	**310,010**	**-**
P0115	DESERT SANDS PARK IMPROVEMENTS	158	AMERICAN RESCUE PLAN FUND	260,000	60,000	-
P0115 Total				**260,000**	**60,000**	**-**
P0116	MK PARK IMPROVEMENTS	158	AMERICAN RESCUE PLAN FUND	100,000	100,000	-
P0116 Total				**100,000**	**100,000**	**-**
P0117	BOTW SNACK BAR	158	AMERICAN RESCUE PLAN FUND	500,000	500,000	-
P0117 Total				**500,000**	**500,000**	**-**
P0130	MCADAM RENOVATION	157	MEASURE AV	-	-	550,000
P0130 Total				**-**	**-**	**550,000**
P0131	COURSON PARK REVITALIZATION GRNT	242	MISC GRANT/DEVELOPER CONTRIB	-	4,150,000	-
P0131 Total				**-**	**4,150,000**	**-**
P0133	MK PARK POOL ENCLOSURE	157	MEASURE AV	-	-	550,000
P0133 Total				**-**	**-**	**550,000**
P0143	BARREL SPRINGS TRAIL IMPROVEMENT	220	PARK DEVELOPMENT FUND	-	-	42,000
P0143 Total				**-**	**-**	**42,000**
P0150	MCADAM CULTURAL ART PROJECT	156	PUBLIC ART FUND	-	-	75,000
P0150	MCADAM CULTURAL ART PROJECT	220	PARK DEVELOPMENT FUND	-	-	75,000
P0150	MCADAM CULTURAL ART PROJECT	242	MISC GRANT/DEVELOPER CONTRIB	-	-	150,000
P0150 Total				**-**	**-**	**300,000**
P0151	BARREL SPRINGS ECOLOGICAL STUDY	157	MEASURE AV	-	-	250,000

CITY OF PALMDALE
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CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
P0151 Total				**-**	**-**	**250,000**
P0XXX	**BARREL SPRINGS TRAIL IMPROVEMENT**	242	MISC GRANT/DEVELOPER CONTRIB	-	-	308,000
P0XXX Total				**-**	**-**	**308,000**
S0025	**STREET RESURFACING PROGRAM**	201	GAS TAX FUND	-	3,501,810	-
S0025	**STREET RESURFACING PROGRAM**	204	PROP C FUND	2,000,000	5,798,900	2,000,000
S0025	**STREET RESURFACING PROGRAM**	207	LOCAL TRANSP FUND ART 8	3,450,000	4,264,980	3,450,000
S0025	**STREET RESURFACING PROGRAM**	210	ROAD MAINT & REHAB ACCT FUND	2,000,000	3,451,420	3,557,660
S0025 Total				**7,450,000**	**17,017,110**	**9,007,660**
S0040	**RANCHO VISTA GRADE SEP PH II**	208	MEASURE R FUND	1,000,000	1,000,000	-
S0040	**RANCHO VISTA GRADE SEP PH II**	208 Grant	MEASURE R FUND	-	160,000	-
S0040	**RANCHO VISTA GRADE SEP PH II**	240	FEDERAL FUNDS FUND	975,700	-	-
S0040 Total				**1,975,700**	**1,160,000**	**-**
S0044	**NO CO FORUM ITS EXPANSION**	203	PROP A FUND	-	413,530	-
S0044	**NO CO FORUM ITS EXPANSION**	204 Grant	PROP C FUND	-	2,382,140	-
S0044 Total				**-**	**2,795,670**	**-**
S0049	**SR 138 PALMDALE BLVD 5TH/10TH**	208 Grant	MEASURE R FUND	-	6,725,390	13,860,000
S0049 Total				**-**	**6,725,390**	**13,860,000**
S0050	**SR 138/10TH ST W INTERCHANGE**	208 Grant	MEASURE R FUND	-	9,331,360	15,185,000
S0050 Total				**-**	**9,331,360**	**15,185,000**
S0051	**SR 138/PLMDL BLVD SB 14 RAMP**	208 Grant	MEASURE R FUND	5,000,000	16,505,350	14,000,000
S0051	**SR 138/PLMDL BLVD SB 14 RAMP**	209 Grant	MEASURE M FUND	-	4,036,600	-
S0051 Total				**5,000,000**	**20,541,950**	**14,000,000**
S0052	**SR 138(SR 14) WDEN RVB TO BLVD**	156	MEASURE R FUND	-	-	100,000
S0052	**SR 138(SR 14) WDEN RVB TO BLVD**	208 Grant	MEASURE R FUND	-	3,813,720	-
S0052 Total				**-**	**3,813,720**	**100,000**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
S0055	**SR 138 AVE N OVERCROSSING**	208 Grant	MEASURE R FUND	5,034,900	7,018,610	-
S0055 Total				**5,034,900**	**7,018,610**	**-**
S0057	**PEARBLOSSOM RECONSTRUCTION**	201	GAS TAX FUND	-	2,036,610	-
S0057	**PEARBLOSSOM RECONSTRUCTION**	207	LOCAL TRANSP FUND ART 8	-	69,640	-
S0057	**PEARBLOSSOM RECONSTRUCTION**	208	MEASURE R FUND	-	97,750	-
S0057	**PEARBLOSSOM RECONSTRUCTION**	209	MEASURE M FUND	-	150,750	-
S0057	**PEARBLOSSOM RECONSTRUCTION**	242	MISC GRANT/DEVELOPER CONTRIB	-	699,730	-
S0057 Total				**-**	**3,054,480**	**-**
S0058	**AVE R COMPLETE STRT & SAFE RTS**	201	GAS TAX FUND	-	10,560	-
S0058	**AVE R COMPLETE STRT & SAFE RTS**	204	PROP C FUND	-	2,359,100	-
S0058	**AVE R COMPLETE STRT & SAFE RTS**	207	LOCAL TRANSP FUND ART 8	-	409,120	1,739,980
S0058	**AVE R COMPLETE STRT & SAFE RTS**	209 Grant	MEASURE M FUND	-	2,437,220	-
S0058	**AVE R COMPLETE STRT & SAFE RTS**	241	STATE GRANTS FUND	-	5,166,350	-
S0058 Total				**-**	**10,382,350**	**1,739,980**
S0061	**AVENUE R ITS SIGNAL SYNC**	203	PROP A FUND	-	435,380	-
S0061	**AVENUE R ITS SIGNAL SYNC**	204 Grant	PROP C FUND	-	2,880,170	-
S0061 Total				**-**	**3,315,550**	**-**
S0062	**COUNTY PAVEMENT PROJECT**	201	GAS TAX FUND	-	349,640	-
S0062	**COUNTY PAVEMENT PROJECT**	207	LOCAL TRANSP FUND ART 8	500,000	500,000	500,000
S0062	**COUNTY PAVEMENT PROJECT**	208	MEASURE R FUND	-	386,930	-
S0062	**COUNTY PAVEMENT PROJECT**	209	MEASURE M FUND	-	387,000	-
S0062 Total				**500,000**	**1,623,570**	**500,000**
S0066	**HSIP ROUNDABOUT @ S-8 & 40TH E**	208	MEASURE R FUND	1,482,100	2,435,730	-
S0066	**HSIP ROUNDABOUT @ S-8 & 40TH E**	240	FEDERAL FUNDS FUND	-	2,113,100	-
S0066 Total				**1,482,100**	**4,548,830**	**-**

CITY OF PALMDALE
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CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
S0067	**CIVIC CENTER COMPLETE STREETS**	201	GAS TAX FUND	-	684,070	-
S0067	**CIVIC CENTER COMPLETE STREETS**	208	MEASURE R FUND	100,000	208,880	-
S0067	**CIVIC CENTER COMPLETE STREETS**	209	MEASURE M FUND	2,718,500	2,718,500	-
S0067	**CIVIC CENTER COMPLETE STREETS**	241	STATE GRANTS FUND	-	1,403,970	-
S0067 Total				**2,818,500**	**5,015,420**	**-**
S0069	**PTC PARCEL MERGE**	203	PROP A FUND	-	22,000	-
S0069 Total				**-**	**22,000**	**-**
S0072	**RV AND SIERRA AT GRADE SEP**	204 Grant	PROP C FUND	-	1,409,010	-
S0072 Total				**-**	**1,409,010**	**-**
S0075	**RV BLVD SH RR SAFETY CROSSING**	240	FEDERAL FUNDS FUND	-	4,000,000	-
S0075 Total				**-**	**4,000,000**	**-**
S0077	**20TH STREET WEST BRIDGE**	242	MISC GRANT/DEVELOPER CONTRIB	-	742,100	-
S0077 Total				**-**	**742,100**	**-**
S0094	**DOMENIC MASSARI BIKE LANE**	206	LOCAL TRANSP FUND ART 3	-	20,000	-
S0094	**DOMENIC MASSARI BIKE LANE**	241	STATE GRANTS FUND	412,000	413,000	-
S0094 Total				**412,000**	**433,000**	**-**
S0123	**PEARBLOSSOM WIDENING/GUARD RAI**	209	MEASURE M FUND	1,000,000	1,000,000	-
S0123 Total				**1,000,000**	**1,000,000**	**-**
S0124	**AVE M RESURFACING**	204	PROP C FUND	300,000	300,000	-
S0124 Total				**300,000**	**300,000**	**-**
S0125	**AVE M SR14 TO 10TH PUB ART**	208	MEASURE R FUND	-	255,000	-
S0125 Total				**-**	**255,000**	**-**
S0126	**AVE M INTERCHG IMPRV**	208 Grant	MEASURE R FUND	5,000,000	6,615,380	-
S0126 Total				**5,000,000**	**6,615,380**	**-**

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CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
S0141	**GUARDRAIL MAINT UPGRADES**	201	GAS TAX FUND	-	-	500,000
S0141 Total				**-**	**-**	**500,000**
S0142	**AVE M GRADE SEPARATION**	157	MEASURE AV	-	-	1,250,000
S0142 Total				**-**	**-**	**1,250,000**
S0144	**AVE R SH RR SAFETY CROSSING**	242	MISC GRANT/DEVELOPER CONTRIB	-	-	1,000,000
S0144 Total				**-**	**-**	**1,000,000**
S0145	**SR138 PALMDALE BLCD SIDEWALK GAP CLO**	209 Grant	MEASURE M FUND	-	-	550,000
S0145 Total				**-**	**-**	**550,000**
S0146	**NEC AVE R & SH RT TURN LANE**	209	MEASURE M FUND	-	-	750,000
S0146 Total				**-**	**-**	**750,000**
SXXXX	**TOURISM - MUSICAL ROAD**	158	AMERICAN RESCUE PLAN FUND	-	-	200,000
SXXXX Total				**-**	**-**	**200,000**
T0006	**TRAFFIC SIGNAL LEFT PHASING**	221	TRAFFIC IMPACT FUND	-	2,000	100,000
T0006 Total				**-**	**2,000**	**100,000**
T0024	**AVE R & UPRR/METROLINK FIBER**	208	MEASURE R FUND	10,000	-	-
T0024 Total				**10,000**	**-**	**-**
T0027	**15 E/SR 138 INTRSCTN IMPRVMT**	204 Grant	PROP C FUND	-	837,070	-
T0027 Total				**-**	**837,070**	**-**
T0028	**AVENUE M & 4TH ST EAST**	201	GAS TAX FUND	-	8,920	-
T0028 Total				**-**	**8,920**	**-**
T0031	**AVE R 45TH ST E TRAFFIC SIGNAL**	221	TRAFFIC IMPACT FUND	1,033,200	1,777,550	-
T0031 Total				**1,033,200**	**1,777,550**	**-**
T0032	**RVB & DIVISION ST TRAFFIC**	210	ROAD MAINT & REHAB ACCT FUND	-	873,230	-
T0032 Total				**-**	**873,230**	**-**

CITY OF PALMDALE
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CAPITAL IMPROVEMENT PROGRAM - BY PROJECT AND FUNDING SOURCE

CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
T0033	**Traffic Signal - Auto Ctr & 5t**	201	GAS TAX FUND	-	135,130	-
T0033	**Traffic Signal - Auto Ctr & 5t**	480	AD88-1 10TH ST WEST IMPROV	-	302,000	-
T0033	**Traffic Signal - Auto Ctr & 5t**	481	AD90-2 7TH ST WEST IMPROVEMENT	-	58,820	-
T0033 Total				**-**	**495,950**	**-**
T0127	**TRAFFIC SIGNAL M & 20TH E**	209	MEASURE M FUND	500,000	500,000	-
T0127 Total				**500,000**	**500,000**	**-**
T0129	**RVB & ARMFIELD SIGNAL**	210	ROAD MAINT & REHAB ACCT FUND	500,000	500,000	-
T0129 Total				**500,000**	**500,000**	**-**
T0132	**TRAFFIC - AVE M**	101	GENERAL FUND	-	100,000	200,000
T0132 Total				**-**	**100,000**	**200,000**
U0001	**STORM DRAIN @ 45TH/AVE R TO S**	225	PEARLAND DRAINAGE FUND	1,000,000	1,000,000	-
U0001	**STORM DRAIN @ 45TH/AVE R TO S**	228	SEWER UPGRADE FUND	-	462,890	-
U0001	**STORM DRAIN @ 45TH/AVE R TO S**	254	SEWER MAINT ASSESSMENT DIST	-	2,700,000	-
U0001 Total				**1,000,000**	**4,162,890**	**-**
U0002	**LIFT STATION ELIM SEWER REPAIR**	254	SEWER MAINT ASSESSMENT DIST	-	1,993,170	-
U0002 Total				**-**	**1,993,170**	**-**
U0003	**CITY WIDE SEWER REPAIRS**	254	SEWER MAINT ASSESSMENT DIST	500,000	573,710	-
U0003 Total				**500,000**	**573,710**	**-**
U0004	**SEWER MANHOLE REPAIR AND RAISE**	254	SEWER MAINT ASSESSMENT DIST	1,250,000	1,250,000	-
U0004 Total				**1,250,000**	**1,250,000**	**-**
U0005	**PUMP TRUCK SANITARY WASH RACK**	254	SEWER MAINT ASSESSMENT DIST	1,705,000	2,411,550	-
U0005 Total				**1,705,000**	**2,411,550**	**-**

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CIP Project #	Org Description	Fund	Fund Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
U0135	**FLEET MAINTENANCE BUILDING**	254	SEWER MAINT ASSESSMENT DIST	-	-	4,000,000
U0135 Total				**-**	**-**	**4,000,000**
U0136	**PRWA ADVANCED RECYCLED WATER PROJE**	158	AMERICAN RESCUE PLAN FUND	-	-	400,000
U0136 Total				**-**	**-**	**400,000**
(blank)	**LIBRARY/SAVES BROADBAND**	158	AMERICAN RESCUE PLAN FUND	-	-	100,000
(blank)	**SOS VILLAGE**	158	AMERICAN RESCUE PLAN FUND	-	-	1,200,000
(blank)	**HOMES 4 FAMILIES**	158	AMERICAN RESCUE PLAN FUND	-	-	800,000
(blank) Total				**-**	**-**	**2,100,000**
Grand Total				**52,933,600**	**163,230,360**	**98,860,270**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT

CIP Project #	Org Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
B0004	ADA COMPLIANCE	110,000	273,790	566,800
B0013	ADA COMP-AVE Q 12/10TH-12TH E	413,300	1,380,520	-
D0001	AMARGOSA DRAINAGE	-	10,000	-
D0002	ANAVERDE DRAINAGE	-	50,000	-
D0003	PORTAL RIDGE DRAINAGE	-	20,000	-
D0004	PEARLAND DRAINAGE	-	50,000	-
D0008	AMARGOSA CRK UPPER RECHG PROJ	360,000	1,893,590	1,360,000
D0101	DETENTION BASIN MAINT & REPAIR	80,000	80,000	-
D0118	PEARLAND DRAINAGE STUDY	650,000	650,000	-
D0119	OASIS PARK BASIN UPGRADE	660,000	660,000	-
D0120	40TH E/AVE R DRAINAGE IMPRV	300,000	300,000	-
F0010	CITY FACILITIES	2,000,000	349,250	2,000,000
F0028	PTC WAYFINDING SIGNAGE	31,100	83,300	65,000
F0046	COUNCIL CHAMBERS IMPROVEMENTS	-	39,400	-
F0047	COUNCIL CHAMBERS IMPROVEMENTS	-	100,000	50,000
F0052	PLAYHOUSE HVAC UPGRADE	221,100	500,290	-
F0054	AIRPORT IMPROVEMENTS	-	15,250	-
F0056	CIVIC CENTER WAYFINDING	-	25,900	50,000
F0058	VOIP TELEPHONE AND CABLING	-	109,530	-
F0059	SAVES POST OFFICE BUILDING	583,700	583,700	-
F0060	PTC TRANSIT INFRSTR IMPR	-	1,997,780	-
F0062	SAVES/OASIS GENERATORS	-	396,160	150,000
F0081	LOCAL HAZARD MITIGATION PLN UP	-	41,000	-
F0082	PALMDALE FILM STAGE	-	560,000	-
F0083	CITY HALL SECURITY	-	200,000	1,759,250
F0084	VETERAN'S RESOURCE CENTER	1,000,000	-	1,061,360
F0097	OASIS REC CNT FIRE ALARM UPGR	75,000	125,000	-
F0098	9TH ST E DEMOLITION	-	100,000	-
F0114	LIBRARY ELEVATOR REPAIR	-	25,000	-
F0121	CITY DEV SVCS ELEVATOR REPAIR	65,000	100,000	-
F0122	FIRE SUPRESSION RETROFITTING	200,000	200,000	50,000
F0138	SAVES HVAC REPLACEMENT	-	80,000	-
F0139	OASIS PORTABLE GENERATOR	-	-	75,000
F0140	CHIMBOLE PORTABLE GENERATOR	-	-	80,000
F0147	MK PARK RECREATION CNTR ROOF	-	-	200,000
F0148	MK PARK REC CNTR DOOR CANOPY	-	-	260,000
F0149	DEV SVCS BLDG PAINT	-	-	100,000
F0152	LIBRARY BUILDING IMPROVEMENTS	-	-	150,000
FXXXX	TEEN CHALLENGE	-	-	1,000,000
	ARPA - PUBLIC HEALTH	-	-	20,000
	HAMMACK CENTER DEMO/SAVES	-	-	750,000
G0007	PAVEMENT MANAGEMENT PROGRAM	-	249,240	350,000
G0026	PUBLIC WORKS SOFTWARE UPGRADE	-	365,630	-
G0028	HIGH SPEED RAIL	-	216,980	-
G0030	GEN PLAN UPD FEASIBILITY STUDY	761,600	2,172,240	-
G0087	REGIONAL RECREATION CENTER	-	370,000	1,000,000
G0092	SUSTAINABLE TRANSP	-	792,100	-
G0093	SCAG REAP GRANT-UTILITY INVEN	276,000	276,000	-
G0095	PUB FAC ENERGY EFFICIENCY	1,085,400	1,085,400	4,000,000
G0096	BATTERY STORAGE @ MCADAM	425,000	425,000	850,000
L0012	AVE S LMD LANDSCAPE ENHANCEMNT	-	646,080	-
L0013	LMD DESIGN AND RENOVATION	-	872,010	-

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT

CIP Project #	Org Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
L0088	PALM BLVD/47TH LNDSCP	-	300,000	-
P0009	SAM YELLEN PARK	-	5,194,670	11,500,000
P0027	DRY TOWN WP-REFURBISHMENT	-	1,030,900	100,000
P0042	COMMUNITY PUBLIC ART PROJECTS	-	44,760	-
P0049	MCADAM PARK RESTROOM UPGRADE	20,000	-	-
P0050	SPORTS FIELD MAINT RENOVATION	75,000	87,100	-
P0052	MARIE KERR PARK N RIDE	2,500,000	2,600,410	-
P0054	RANCHO VISTA PARK	-	2,163,650	-
P0059	PARK IMPROVEMENTS	-	39,260	-
P0090	MCADAM PARK SCHOOLHOUSE	-	-	215,220
P0099	DRYTOWN UPGRADES	70,000	-	-
P0102	AUTO MALL SCULPTURE	150,000	155,000	-
P0103	SR14 EXIT SCULPTURE	100,000	-	-
P0104	SR14 EXIT SCULPTURE	30,000	-	55,000
P0105	MK PARK SWIM DECK EXPANSION	200,000	200,000	1,000,000
P0106	RUGBY GOAL PURCH & INSTALL	20,000	12,930	-
P0107	MEMORIAL & HONOR WALL	100,000	100,000	-
P0109	SPORTS FIELD IMPROVEMENTS	1,000,000	-	1,600,000
P0110	PARK MASTER PLAN	300,000	254,990	-
P0111	SPORTS FIELD LED LIGHT RETROFI	500,000	850,000	1,000,000
P0112	ROLLER HOCKEY RINKS RENOVATION	200,000	-	-
P0113	COURTNEY'S PLAYGROUND	40,000	310,010	-
P0115	DESERT SANDS PARK IMPROVEMENTS	260,000	60,000	-
P0116	MK PARK IMPROVEMENTS	100,000	100,000	-
P0117	BOTW SNACK BAR	500,000	500,000	-
P0130	MCADAM RENOVATION	-	-	550,000
P0131	COURSON PARK REVITALIZATION GRNT	-	4,150,000	-
P0133	MK PARK POOL ENCLOSURE	-	-	550,000
P0134	CITYWIDE PARKS - CONCRETE REPAIR	-	-	-
P0143	BARREL SPRINGS TRAIL IMPROVEMENT	-	-	42,000
P0150	MCADAM CULTURAL ART PROJECT	-	-	300,000
P0151	BARREL SPRINGS ECOLOGICAL STUDY	-	-	250,000
P0XXX	BARREL SPRINGS TRAIL IMPROVEMENT	-	-	308,000
S0025	STREET RESURFACING PROGRAM	7,450,000	17,017,110	9,007,660
S0040	RANCHO VISTA GRADE SEP PH II	1,975,700	1,160,000	-
S0044	NO CO FORUM ITS EXPANSION	-	2,795,670	-
S0049	SR 138 PALMDALE BLVD 5TH/10TH	-	6,725,390	13,860,000
S0050	SR 138/10TH ST W INTERCHANGE	-	9,331,360	15,185,000
S0051	SR 138/PLMDL BLVD SB 14 RAMP	5,000,000	20,541,950	14,000,000
S0052	SR 138(SR 14) WDEN RVB TO BLVD	-	3,813,720	100,000
S0055	SR 138 AVE N OVERCROSSING	5,034,900	7,018,610	-
S0057	PEARBLOSSOM RECONSTRUCTION	-	3,054,480	-
S0058	AVE R COMPLETE STRT & SAFE RTS	-	10,382,350	1,739,980
S0061	AVENUE R ITS SIGNAL SYNC	-	3,315,550	-
S0062	COUNTY PAVEMENT PROJECT	500,000	1,623,570	500,000
S0066	HSIP ROUNDABOUT @ S-8 & 40TH E	1,482,100	4,548,830	-
S0067	CIVIC CENTER COMPLETE STREETS	2,818,500	5,015,420	-
S0069	PTC PARCEL MERGE	-	22,000	-
S0072	RV AND SIERRA AT GRADE SEP	-	1,409,010	-
S0075	RV BLVD SH RR SAFETY CROSSING	-	4,000,000	-
S0077	20TH STREET WEST BRIDGE	-	742,100	-
S0094	DOMENIC MASSARI BIKE LANE	412,000	433,000	-

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
CAPITAL IMPROVEMENT PROGRAM - BY PROJECT

CIP Project #	Org Description	2022 Adopted Budget	2022 Year End Projection	FY 2023 Proposed
S0123	PEARBLOSSOM WIDENING/GUARD RAI	1,000,000	1,000,000	-
S0124	AVE M RESURFACING	300,000	300,000	-
S0125	AVE M SR14 TO 10TH PUB ART	-	255,000	-
S0126	AVE M INTERCHG IMPRV	5,000,000	6,615,380	-
S0141	GUARDRAIL MAINT UPGRADES	-	-	500,000
S0142	AVE M GRADE SEPARATION	-	-	1,250,000
S0144	AVE R SH RR SAFETY CROSSING	-	-	1,000,000
S0145	SR138 PALMDALE BLCD SIDEWALK GAP CLOSURE	-	-	550,000
S0146	NEC AVE R & SH RT TURN LANE	-	-	750,000
SXXXX	TOURISM - MUSICAL ROAD	-	-	200,000
T0006	TRAFFIC SIGNAL LEFT PHASING	-	2,000	100,000
T0024	AVE R & UPRR/METROLINK FIBER	10,000	-	-
T0027	15 E/SR 138 INTRSCTN IMPRVMT	-	837,070	-
T0028	AVENUE M & 4TH ST EAST	-	8,920	-
T0031	AVE R 45TH ST E TRAFFIC SIGNAL	1,033,200	1,777,550	-
T0032	RVB & DIVISION ST TRAFFIC	-	873,230	-
T0033	Traffic Signal - Auto Ctr & 5t	-	495,950	-
T0127	TRAFFIC SIGNAL M & 20TH E	500,000	500,000	-
T0129	RVB & ARMFIELD SIGNAL	500,000	500,000	-
T0132	TRAFFIC - AVE M	-	100,000	200,000
U0001	STORM DRAIN @ 45TH/AVE R TO S	1,000,000	4,162,890	-
U0002	LIFT STATION ELIM SEWER REPAIR	-	1,993,170	-
U0003	CITY WIDE SEWER REPAIRS	500,000	573,710	-
U0004	SEWER MANHOLE REPAIR AND RAISE	1,250,000	1,250,000	-
U0005	PUMP TRUCK SANITARY WASH RACK	1,705,000	2,411,550	-
U0135	FLEET MAINTENANCE BUILDING	-	-	4,000,000
U0136	PRWA ADVANCED RECYCLED WATER PROJECT	-	-	400,000
(blank)	LIBRARY/SAVES BROADBAND	-	-	100,000
	SOS VILLAGE	-	-	1,200,000
	HOMES 4 FAMILIES	-	-	800,000
Grand Total		**52,933,600**	**163,230,360**	**98,860,270**

CITY OF PALMDALE
FY 2023 PROPOSED BUDGET
CAPITAL OUTLAY REQUESTS

Ref		Department	Division	Fund	FY 2023 Proposed
	Technology & Infrastructure				
1	iPad Prowith Magic Keyboard Package (2)	City Manager	Communications	I.T./PEG	6,000
2	Mac Studio Package (2)	City Manager	Communications	I.T./PEG	9,300
3	Portable Projectors	City Manager	Information Technology	I.T.	7,500
4	Desktop Replacements (20% of Computers)	City Manager	Information Technology	I.T.	100,000
5	Wireless Replacement	City Manager	Information Technology	PEG	25,000
6	Engineer High Powered Workstations	City Manager	Information Technology	I.T.	20,000
7	Cultural Center Fiber Replacement	City Manager	Information Technology	I.T.	20,000
8	iPad Replacement	City Manager	Information Technology	I.T.	25,000
			Subtotal		**212,800**
	Fleet - Replacement Vehicles				
9	E6-4 GapVax Combo Truck	Public Works	Maintenance - Streets	Fleet Maint.	550,000
10	E4-26 3/4 ton utility body service truck	Public Works	Maintenance - Facilities	Fleet Maint.	52,000
11	E4-27 1 Ton Crew Cab Utility Body	Public Works	Maintenance - LAD's	Fleet Maint.	65,000
12	E4-6 3/4 Ton Utility Body Service Truck	Public Works	Maintenance - Sewer	Fleet Maint.	52,000
13	E4-PW2 - Hot Water Pressure Washer	Public Works	Maintenance	Fleet Maint.	20,000
14	VIN 911120 Scissor Lift	Public Works	Maintenance - Facilities	Fleet Maint.	25,000
			Subtotal		**764,000**
	Fleet - New Vehicles				
15	Sewer Easement Machine w/ 5,000# GVW Trailer	Public Works	Maintenance - Sewer	Fleet Maint.	85,000
16	GEM eL XD Utility Vehicle	Parks & Recreation	Events & Culture - Amp	Fleet Maint.	20,000
17	Electric Golf Cart	Neighborhood Services	Public Security	Prop A	12,500
18	1/2 ton Pickup Truck for Parks Superintendent	Public Works	Maintenance - Parks	AQMD	46,000
19	Small Tractor - Park Maintenance/Renovation	Public Works	Maintenance - Parks	Fleet Maint.	55,000
20	2022 Ram 5500 Reg Cab 6.7L	Public Works	Traffic Engineering	Fleet Maint.	190,000
21	Lightning Loader	Public Works	Maintenance - Streets	Fleet Maint.	225,100
22	Graffiti Removal Truck	Public Works	Maintenance - Landscape	Fleet Maint.	150,000
23	3/4 Ton Utility Bed Pickup	Public Works	Maintenance - Parks	Fleet Maint.	52,000
24	3/4 Ton Utility Bed Pickup	Public Works	Maintenance - Parks	Fleet Maint.	52,000
			Subtotal		**887,600**
	Other Capital Outlay				
25	Portable PA System	Parks & Recreation	Parks & Facilities - Admin	General Fund	23,200
26	Pool Cover Reels- McAdam and Oasis	Parks & Recreation	Aquatics	General Fund	13,730
27	Pool Lane Lines - Marie Kerr, Oasis, McAdam	Parks & Recreation	Aquatics	General Fund	19,030
			Subtotal		**55,960**
			Total		**1,920,360**

Measure AV

Palmdale, California

Annual Budget Fiscal Year 2022-23

MEASURE AV
PROPOSED FY 2023 OPERATING & CIP BUDGET
REVENUES & EXPENDITURES BY PROGRAM (Actuals through Q3 FY22)

Measure AV Category	Project Description	Ref.	FY 2021 Actual	FY 2022 YTD Actual	FY 2022 Adopted Budget 12.15.21	FY 2022 Year End Projection	FY 2023 Proposed	$ Chg
REVENUES								
Revenue	General Sales Tax		5,188,745	11,550,725	17,000,000	21,945,000	23,116,000	1,171,000
Revenue Total			**5,188,745**	**11,550,725**	**17,000,000**	**21,945,000**	**23,116,000**	**1,171,000**
EXPENDITURES								
A. Public Safety	**Animal Services**							
	Independent Operation Feasibility	A-5	-	-	-	-	100,000	100,000
	Animal Health Services	A-5	-	-	200,000	75,000	525,000	450,000
	Emergency Management	A-5	-	68,453	253,100	253,100	261,670	8,570
	Neighborhood Svcs - Community Compliance	A-5	-	218,806	694,900	586,900	1,416,700	829,800
	Public Safety Equipment	A-5	-	-		66,500	-	(66,500)
	Sheriff Contract	A-1						
	General Contract	A-1	-	3,770,850	7,541,700	1,864,360	2,819,060	954,700
	Infrastructure/Commercial	A-1	-	-	-	227,120	227,120	-
	Community Programs	A-1	-	-	-	4,461,080	4,461,080	-
	Economic Development	A-1	-	-	-	989,140	989,140	-
A. Public Safety Total			**-**	**4,058,109**	**8,689,700**	**8,523,200**	**10,799,770**	**2,276,570**
B. Infrastructure / CIP								
	Safe and Clean Parks							
	Sam Yellen Park	B-2	-	-	-	-	5,000,000	5,000,000
	Ecological Preservation Study	B-2	-	-	-	-	250,000	250,000
	Ball Field Maintenance	B-2	-	-	50,000	-	-	-
	McAdam Park Improvements - Schoolhouse	B-2	-	-		-	215,220	215,220
	McAdam Park Renovation - Design	B-2	-	-		-	550,000	550,000
	MK Park Pool Enclosure	B-2	-	-	200,000	-	550,000	550,000
	MK Park Swim Deck Expansion	B-2	-	-	200,000	200,000	-	(200,000)
	Parks Master Plan	B-2	-	-	254,990	254,990	-	(254,990)
	Courtney's Playground	B-2	-	-	85,010	85,010	-	(85,010)
	Roller Hockey Rink Renovation	B-2	-	512	200,000	1,000	-	(1,000)
	Rugby Goal Purch & Install	B-2	-	12,925	20,000	12,930	-	(12,930)
	General Park Improvements	B-2	-	-	1,000,000	-	1,500,000	1,500,000
	Sports Field Lighting	B-2	-	1,909	500,000	850,000	1,000,000	150,000
	Parks Maintenance Staffing	B-2	-	-	-	-	272,100	272,100
	Graffiti Abatement							
	Graffiti Abatement Vehicles	B-2	-	-	-	150,000	160,000	10,000
	Abatement/Prevention Programs	B-2	-	-	-	-	500,000	500,000
	CIP Multi-Year Projects							
	Citywide Security	B-8	-	1,461	1,500,000	200,000	1,500,000	1,300,000
	Local Hazard Mitigation Plan Update	B-3	-	-	50,000	-	-	-
	Regional Recreation Complex	B-2	-	144,152	1,000,000	370,000	1,000,000	630,000
	Veteran Resource Center	B-7	3,636	-	1,061,360	-	1,061,360	1,061,360
	Avenue M Grade Separation	B-3	-	-		-	1,250,000	1,250,000
	Teen Challenge - Design Phase						1,000,000	1,000,000
	City Facilities - EOC Building	B-8	-	-	2,000,000	-	-	-
B. Infrastructure / CIP Total			**3,636**	**160,959**	**8,121,360**	**2,123,930**	**15,808,680**	**13,684,750**
C. Community Programs								
	Delores Huerta Foundation	C-9	-	95,000	95,000	95,000	-	(95,000)
	Memorial Honor Wall - Poncitlan	C-7	-	-	100,000	100,000	-	(100,000)
	SALVA	C-9	-	84,000	84,000	84,000	-	(84,000)
	SAVES	C-9	-	-	150,000	80,000	125,000	45,000
	Unhoused Programs	C-6	-	-	250,000	75,000	100,000	25,000
	Mental Health Programs	C-5	148,807	149,593	201,190	201,190	-	(201,190)
	Senior Programs/Legacy Commons	C-7	-	-	-	-	500,000	500,000
	Community Grant Programs	C-9	-	-	1,500,000	1,500,000	2,000,000	500,000
	Community Events							
	Community Events		-	-	-	-	500,000	500,000
	Community Events Programs & Staffing		-	-	-	-	274,390	274,390
C. Community Programs Total			**148,807**	**328,593**	**2,380,190**	**2,135,190**	**3,499,390**	**1,364,200**
D. Economic Development								
	Economic Development							
	Business Retention	D-4	-	251,512	441,600	285,000	157,000	(128,000)
	Auto Mall Partnership	D-4	-	-	-	-	500,000	500,000
	Aerospace Incentive Program	D-4	-	-	-	-	250,000	250,000
	Property Acquisition & Entitlement	D-4	-	-	-	-	750,000	750,000
	EIFD Formation	D-4	-	-	13,700	-	-	-
	Film & Tourism	D-4	-	-	220,000	-	100,000	100,000
	Holidays on Parade	D-4	-	150,000	150,000	150,000	-	(150,000)
D. Economic Development Total			**-**	**401,512**	**825,300**	**435,000**	**1,757,000**	**1,322,000**
Administrative Costs	Program Administration - 5% cap		-	70,493	-	84,790	116,520	31,730
	Independent Audit		-	-	-	-	10,000	10,000
Administrative Costs Total			**-**	**70,493**	**-**	**84,790**	**126,520**	**41,730**
Expenditure Total			**152,443**	**5,019,666**	**20,016,550**	**13,302,110**	**31,991,360**	**18,689,250**
Surplus/(Deficit)			**5,036,302**	**6,531,059**	**(3,016,550)**	**8,642,890**	**(8,875,360)**	
Beginning Fund Balance			**-**		**5,036,302**	**5,036,302**	**13,679,192**	
Change in Fund Balance			**5,036,302**		**(3,016,550)**	**8,642,890**	**(8,875,360)**	
Ending Fund Balance - Before Reserves			**5,036,302**		**2,019,752**	**13,679,192**	**4,803,832**	
Reserve - Recommended 15%						**1,330,211**	**4,798,704**	
Ending Fund Balance - After Reserves			**5,036,302**		**4,039,504**	**12,348,981**	**5,128**	

American Rescue Plan Act

Palmdale, California

Annual Budget Fiscal Year 2022-23

AMERICAN RESCUE PLAN ACT
PROPOSED FY 2023 OPERATING & CIP BUDGET
REVENUES & EXPENDITURES BY PROGRAM (Actuals through Q3 FY22)

ARPA Reporting Category	Project Description	FY 2022 Actual YTD	FY 2022 Adopted Budget	FY 2022 Year End Projection	FY 2023 Proposed
REVENUES					
Revenue	American Rescue Plan Act Allocation	17,722,510	35,455,000	35,455,000	-
Revenue Total		**17,722,510**	**35,455,000**	**35,455,000**	**-**
EXPENDITURES					
1. Public Health and Safety	SAVES HVAC Replacement	-	-	80,000	-
	Public Facility Health & Safety Project	-	-	1,085,400	4,000,000
	Covid Testing	-	-	-	210,000
	Dump Stations / Illegal Dumping	-	-	-	300,000
	Mutual Aid Regional Response	-	-	100,000	-
	Oasis vaccine clinic vinyl floor covering	-	-	-	20,000
	Covid Response - PPE	-	-	-	30,000
	Sheriff Contract	-	-	-	4,600,000
	Emergency Operations Center Relocation	-	-	-	2,000,000
	Well-Being Lab - Mental Health Services	-	-	-	300,000
	Library Building Improvements	-	-	-	150,000
1. Public Health Total		**-**	**-**	**1,265,400**	**11,610,000**
2. Negative Economic Impacts					
	Business Retention	24,171	375,000	50,000	650,000
	Impacted Businesses/Retail Support			-	700,000
	Film Incentive Programs			375,000	575,000
	CCA Energy Credits				2,000,000
	Tourism			100,000	450,000
2. Negative Economic Impacts Total		**24,171**	**375,000**	**525,000**	**4,375,000**
3.Services to Disproportionately Impacted Communities					
	Library Services	-	49,300	80,300	89,300
	SAVES	-	32,800	32,800	900,000
	Fiber Upgrades - Public Parks/Facilities	3,066	260,000	60,000	-
	Battery Storage Project	-	-	425,000	850,000
	SOS Village			-	1,200,000
	Homes 4 Families			-	800,000
	Community Choice Aggregate Programs				2,500,000
	Recreation Sponsorship Program	-	-	-	75,000
3. Services to Disproportionately Impacted Communities Total		**3,066**	**342,100**	**598,100**	**6,414,300**
4. Premium Pay					
	Premium Pay	-	-	-	1,202,000
4. Premium Pay Total		**-**	**-**	**-**	**1,202,000**
5. Water, Sewer & Broadband Infrastructure					
	Storm Water Basin & Recycled Water Projects	-	-	-	400,000
	Broadband Infrastructure - City Facilities	-	-	-	100,000
5. Water, Sewer & Broadband Infrastructure Total		**-**	**-**	**-**	**500,000**
6. Revenue Replacement					
	Technology Infrastructure	21,033	125,000	125,000	125,000
	Drytown Operations/Covid Response	-	1,894,400	1,894,400	-
	Park Improvements	-	600,000	600,000	-
	IT Enhancements	-	-	125,000	-
	EIFD Formation	-	-	51,500	-
	Film Consultants	-	-	59,300	59,300
6. Revenue Replacement Total		**21,033**	**2,619,400**	**2,855,200**	**184,300**
7. Administrative & Other					
	AdministrativeCosts	3,447	-	25,000	197,500
7. Administrative & Other Total		**3,447**	**-**	**25,000**	**197,500**
Expenditure Total		**51,717**	**3,336,500**	**5,268,700**	**24,483,100**
Surplus/(Deficit)		**17,670,793**	**32,118,500**	**30,186,300**	**(24,483,100)**
Beginning Fund Balance				**-**	**30,186,300**
Change in Fund Balance				**30,186,300**	**(24,483,100)**
Ending Fund Balance				**30,186,300**	**5,703,200**



City of Palmdale

38300 Sierra Highway, Palmdale, California 93550
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City Council Staff Report

DATE: **June 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **FINANCE**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-064, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE INITIAL RATES AND RATE SETTING PARAMETERS FOR ENERGY FOR PALMDALE'S INDEPENDENT CHOICE COMMUNITY CHOICE AGGREGATION PROGRAM**

ISSUE

Adopt Resolution No. CC 2022-064, a resolution of the City Council of the city of Palmdale, approving the initial rates and rate setting parameters for Energy for Palmdale's Independent Choice community choice aggregation program

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2022-064 Approving the Initial Rates and Rate Setting Parameters for Energy for Palmdale's Independent Choice; and

BACKGROUND

The City Council has taken several steps toward establishing and implementing a community choice aggregation (CCA) program in the City of Palmdale (City). These steps included:

- Adopting Resolution No. CC 2018-087 on December 4, 2018, Approving the City of Palmdale CCA Implementation Plan and Statement of Intent (Implementation Plan), and submitting the Implementation Plan to the California Public Utilities Commission (CPUC);
- Adopting Ordinance No. 1524 on April 2, 2019, Establishing a Community Choice Aggregation Program;
- Adopting Resolution No. CC 2019-042 on April 2, 2019, joining California Choice Energy Authority (CalChoice) as an Associate Member. The Resolution also granted authority to CalChoice to negotiate and enter into contracts for energy

and energy products on behalf of EPIC and authorized the City Manager to enter into certain contracts, including contracts for energy and energy products.

- Adopted Resolution No. CC 2021-016 approving the filing of Resource Adequacy (RA) and Renewables Portfolio Standard (RPS) plans with the CPUC and confirming the City's commitment to launch EPIC and begin serving customers in 2022.

Establishing a CCA program provides benefits to the City which include:

- Local control of energy procurement and rate setting;
- Ability to provide the community with local programs, economic development, and energy efficiency programs;
- Eligibility to apply for new funding sources and grant opportunities to support city goals and priorities.

EPIC is set to launch in two phases: Phase 1 in October 2022 for residential and municipal accounts, with Phase 2 in March 2023 for all other customers.

DISCUSSION

CCA programs gives residents and businesses an opportunity to purchase electricity from local government agencies and gives local governments the authority to manage energy resources on behalf of their communities and customers. CCAs can provide many environmental, social, and economic benefits to their communities. Central to the concept of CCA is local choice. It gives the communities themselves the power to make choices about energy resource portfolios and investments, both within and from outside their local service area. It also empowers communities to reinvest locally with programs that address economic, social, and environmental justice goals. There are currently over 200 towns, cities, and counties serving over 11 million customers through community choice energy programs.

An essential part of EPIC's operation is rate setting. Well-designed rates directly impact the program's financial performance and customer satisfaction. EPIC's proposed generation rates are based upon its projected power supply costs, budgeted administrative and overhead costs, reserve targets, and energy programs, and are typically addressed during the budget process. To address fluctuations in operating costs, City Council has determined that EPIC rates may require minor adjustments from time to time and prior to the next regularly scheduled City Council meeting for budget adoption or review. In order to help avoid an operating deficit or surplus, the City Manager requires the power and authority to

increase or reduce EPIC customer power generation rates as he or she reasonably determined necessary, with certain conditions, limitations and requirements:

a) Prior to implementing a rate adjustment, the City Manager shall have reasonably determined the rate adjust is (i) necessary for EPIC to avoid an operating deficit or surplus, (ii) is consistent with applicable law, and (iii) consistent with EPIC's Implementation Plan and other governing documents and policies;

b) Written notice of the rates adjustment, which shall include a brief explanation of the City Manager's reason(s) for the rate adjustment shall be sent by first class mail to each EPIC customer or presented on the electricity bill insert at least thirty (30) days prior to the rate adjustment becoming effective;

c) A rate adjustment shall not result in a rate that is:

    a. More than five percent (5%) higher than Southern California Edison's total rate; or
    b. More than five percent (5%) higher or lower than the rate currently in effect.

FISCAL IMPACT

Based on the proposed rate schedule, anticipated revenues generated will be sufficient to cover EPIC's costs of the program.

STRATEGIC PLAN

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

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

Goal III: Invest in infrastructure to improve community livability.

A. Seek innovative, cost effective, customer focused methods of service delivery
B. Implement and administer environmentally sustainable programs.

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

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

Prepared by:	Tammy Salt, Energy Resources 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, Acting City Attorney

ATTACHMENTS

1. EPIC Proposed Rate Schedule
2. Resolution CC 2022-064

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")
CALENDAR YEAR 2022 PROPOSED RATES
RATES EFFECTIVE AS OF 10/1/2022

SCE EQUIVALENT SCHEDULE	EPIC RATE SCHEDULE		UNIT/PERIOD	EPIC CURRENT RATE	EPIC PROPOSED 2022 RATE
RESIDENTIAL					
DOMESTIC (D)	**DOMESTIC (D)**				
	ENERGY CHARGE ($/KWH)		All Usage	-	0.11757
DOMESTIC CARE (D-CARE)	**DOMESTIC CARE (D-CARE)**				
	ENERGY CHARGE ($/KWH)		All Usage	-	0.11757
TOU-D-A	**TOU-D-A**				
	ENERGY CHARGE ($/KWH)		SUMMER		
			PEAK	-	0.31078
			OFF-PEAK	-	0.09764
			SUPER OFF-PEAK	-	0.07247
			WINTER		
			PEAK	-	0.17825
			OFF-PEAK	-	0.08322
			SUPER OFF-PEAK	-	0.07387
TOU-D-B	**TOU-D-B**				
	ENERGY CHARGE ($/KWH)		SUMMER		
			PEAK	-	0.45611
			OFF-PEAK	-	0.09764
			SUPER OFF-PEAK	-	0.04206
			WINTER		
			PEAK	-	0.13479
			OFF-PEAK	-	0.08322
			SUPER OFF-PEAK	-	0.04297
TOU-D-T	**TOU-D-T**				
	ENERGY CHARGE ($/KWH)		SUMMER		
			PEAK	-	0.16221
			OFF-PEAK	-	0.14627
			WINTER		
			PEAK	-	0.10559
			OFF-PEAK	-	0.09479

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")
CALENDAR YEAR 2022 PROPOSED RATES
RATES EFFECTIVE AS OF 10/1/2022

SCE EQUIVALENT SCHEDULE	EPIC RATE SCHEDULE	UNIT/PERIOD	EPIC CURRENT RATE	EPIC PROPOSED 2022 RATE
TOU-D-PRIME	**TOU-D-PRIME**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.31026
		MID-PEAK	-	0.15161
		OFF-PEAK	-	0.06340
		WINTER		
		MID-PEAK	-	0.26048
		OFF-PEAK	-	0.05758
		SUPER OFF-PEAK	-	0.05758
TOU-D-4	**TOU-D-4**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.23348
		MID-PEAK	-	0.11872
		OFF-PEAK	-	0.08732
		WINTER		
		MID-PEAK	-	0.15809
		OFF-PEAK	-	0.11084
		SUPER OFF-PEAK	-	0.08347
TOU-D-5	**TOU-D-5**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.37295
		MID-PEAK	-	0.18125
		OFF-PEAK	-	0.07522
		WINTER		
		MID-PEAK	-	0.23740
		OFF-PEAK	-	0.10669
		SUPER OFF-PEAK	-	0.07338
TOU-EV-1	**TOU-EV-1**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.30130
		OFF-PEAK	-	0.03937
		WINTER		
		PEAK	-	0.11331
		OFF-PEAK	-	0.05022

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")
CALENDAR YEAR 2022 PROPOSED RATES
RATES EFFECTIVE AS OF 10/1/2022

SCE EQUIVALENT SCHEDULE	EPIC RATE SCHEDULE	UNIT/PERIOD	EPIC CURRENT RATE	EPIC PROPOSED 2022 RATE
COMMERCIAL, INDUSTRIAL AND GENERAL SERVICE				
TOU-8-SEC-R	**TOU-8-SEC-R**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.30735
		MID-PEAK	-	0.12100
		OFF-PEAK	-	0.06161
		WINTER		
		MID-PEAK	-	0.08854
		OFF-PEAK	-	0.05128
TOU-8-SEC-E	**TOU-8-SEC-E**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.43102
		MID-PEAK	-	0.09106
		OFF-PEAK	-	0.05445
		WINTER		
		MID-PEAK	-	0.12587
		OFF-PEAK	-	0.06103
		SUPER OFF-PEAK	-	0.03568
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	6.73
		WINTER TR MID-PEAK	-	1.27
TOU-8-SEC-B	**TOU-8-SEC-B**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.06952
		MID-PEAK	-	0.06410
		OFF-PEAK	-	0.06161
		WINTER		
		MID-PEAK	-	0.08854
		OFF-PEAK	-	0.05128
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	21.96
		SUMMER TR MID-PEAK	-	7.08
TOU-8-SEC-D	**TOU-8-SEC-D**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.10233
		MID-PEAK	-	0.09106
		OFF-PEAK	-	0.05445
		WINTER		
		MID-PEAK	-	0.07453
		OFF-PEAK	-	0.06103
		SUPER OFF-PEAK	-	0.03568
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	30.99
		WINTER TR MID-PEAK	-	6.06

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")
CALENDAR YEAR 2022 PROPOSED RATES
RATES EFFECTIVE AS OF 10/1/2022

SCE EQUIVALENT SCHEDULE	EPIC RATE SCHEDULE	UNIT/PERIOD	EPIC CURRENT RATE	EPIC PROPOSED 2022 RATE
TOU-8-PRI-R	**TOU-8-PRI-R**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.30369
		MID-PEAK	-	0.11318
		OFF-PEAK	-	0.05782
		WINTER		
		MID-PEAK	-	0.08756
		OFF-PEAK	-	0.04893
TOU-8-PRI-E	**TOU-8-PRI-E**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.41603
		MID-PEAK	-	0.08517
		OFF-PEAK	-	0.05097
		WINTER		
		MID-PEAK	-	0.11833
		OFF-PEAK	-	0.05717
		SUPER OFF-PEAK	-	0.03328
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	5.59
		WINTER TR MID-PEAK	-	1.40
TOU-8-PRI-B	**TOU-8-PRI-B**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.06529
		MID-PEAK	-	0.05986
		OFF-PEAK	-	0.05782
		WINTER		
		MID-PEAK	-	0.08756
		OFF-PEAK	-	0.04893
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	22.55
		SUMMER TR MID-PEAK	-	7.05
TOU-8-PRI-D	**TOU-8-PRI-D**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.09575
		MID-PEAK	-	0.08517
		OFF-PEAK	-	0.05097
		WINTER		
		MID-PEAK	-	0.06992
		OFF-PEAK	-	0.05717
		SUPER OFF-PEAK	-	0.03328
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	30.41
		WINTER TR MID-PEAK	-	6.43

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")
CALENDAR YEAR 2022 PROPOSED RATES
RATES EFFECTIVE AS OF 10/1/2022

SCE EQUIVALENT SCHEDULE	EPIC RATE SCHEDULE	UNIT/PERIOD	EPIC CURRENT RATE	EPIC PROPOSED 2022 RATE
TOU-GS-1-A	**TOU-GS-1-A**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.17303
		MID-PEAK	-	0.16156
		OFF-PEAK	-	0.15471
		WINTER		
		MID-PEAK	-	0.10409
		OFF-PEAK	-	0.09267
TOU-GS-1-E	**TOU-GS-1-E**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.42544
		MID-PEAK	-	0.16368
		OFF-PEAK	-	0.10006
		WINTER		
		MID-PEAK	-	0.19100
		OFF-PEAK	-	0.08647
		SUPER OFF-PEAK	-	0.05178
TOU-GS-1-PRI-E	**TOU-GS-1-PRI-E**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.41693
		MID-PEAK	-	0.16041
		OFF-PEAK	-	0.09806
		WINTER		
		MID-PEAK	-	0.18718
		OFF-PEAK	-	0.08474
		SUPER OFF-PEAK	-	0.05074
TOU-GS-1-B	**TOU-GS-1-B**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.08481
		MID-PEAK	-	0.07887
		OFF-PEAK	-	0.07532
		WINTER		
		MID-PEAK	-	0.10409
		OFF-PEAK	-	0.09267
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	15.09
		SUMMER TR MID-PEAK	-	4.79

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")
CALENDAR YEAR 2022 PROPOSED RATES
RATES EFFECTIVE AS OF 10/1/2022

SCE EQUIVALENT SCHEDULE	EPIC RATE SCHEDULE	UNIT/PERIOD	EPIC CURRENT RATE	EPIC PROPOSED 2022 RATE
TOU-GS-1-D	**TOU-GS-1-D**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.12075
		MID-PEAK	-	0.10847
		OFF-PEAK	-	0.06691
		WINTER		
		MID-PEAK	-	0.11331
		OFF-PEAK	-	0.07806
		SUPER OFF-PEAK	-	0.05625
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	20.29
		WINTER TR MID-PEAK	-	4.71
TOU-GS-1-PRI-D	**TOU-GS-1-PRI-D**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.11834
		MID-PEAK	-	0.10630
		OFF-PEAK	-	0.06557
		WINTER		
		MID-PEAK	-	0.11104
		OFF-PEAK	-	0.07650
		SUPER OFF-PEAK	-	0.05513
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	19.88
		WINTER TR MID-PEAK	-	4.62
TOU-GS-1-LG	**TOU-GS-1-LG**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.42544
		MID-PEAK	-	0.16368
		OFF-PEAK	-	0.10006
		WINTER		
		MID-PEAK	-	0.19100
		OFF-PEAK	-	0.08647
		SUPER OFF-PEAK	-	0.05178
TOU-GS-2-R	**TOU-GS-2-R**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.31913
		MID-PEAK	-	0.14336
		OFF-PEAK	-	0.07381
		WINTER		
		MID-PEAK	-	0.10326
		OFF-PEAK	-	0.06065

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")
CALENDAR YEAR 2022 PROPOSED RATES
RATES EFFECTIVE AS OF 10/1/2022

SCE EQUIVALENT SCHEDULE	EPIC RATE SCHEDULE	UNIT/PERIOD	EPIC CURRENT RATE	EPIC PROPOSED 2022 RATE
TOU-GS-2-E	**TOU-GS-2-E**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.47953
		MID-PEAK	-	0.10620
		OFF-PEAK	-	0.06543
		WINTER		
		MID-PEAK	-	0.14714
		OFF-PEAK	-	0.07322
		SUPER OFF-PEAK	-	0.04320
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	5.94
		WINTER TR MID-PEAK	-	1.15
TOU-GS-2-B	**TOU-GS-2-B**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.08315
		MID-PEAK	-	0.07730
		OFF-PEAK	-	0.07381
		WINTER		
		MID-PEAK	-	0.10326
		OFF-PEAK	-	0.06065
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	19.20
		SUMMER TR MID-PEAK	-	6.37
TOU-GS-2-D	**TOU-GS-2-D**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.11923
		MID-PEAK	-	0.10620
		OFF-PEAK	-	0.06543
		WINTER		
		MID-PEAK	-	0.08919
		OFF-PEAK	-	0.07322
		SUPER OFF-PEAK	-	0.04320
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	27.35
		WINTER TR MID-PEAK	-	5.55

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")
CALENDAR YEAR 2022 PROPOSED RATES
RATES EFFECTIVE AS OF 10/1/2022

SCE EQUIVALENT SCHEDULE	EPIC RATE SCHEDULE		UNIT/PERIOD	EPIC CURRENT RATE	EPIC PROPOSED 2022 RATE
TOU-GS-2-PRI-D	**TOU-GS-2-PRI-D**				
	ENERGY CHARGE ($/KWH)		SUMMER		
			PEAK	-	0.11685
			MID-PEAK	-	0.10408
			OFF-PEAK	-	0.06412
			WINTER		
			MID-PEAK	-	0.08741
			OFF-PEAK	-	0.07176
			SUPER OFF-PEAK	-	0.04234
	DEMAND CHARGE ($/KW)		SUMMER TR PEAK	-	26.80
			WINTER TR MID-PEAK	-	5.44
TOU-GS-3-R	**TOU-GS-3-R**				
	ENERGY CHARGE ($/KWH)		SUMMER		
			PEAK	-	0.27884
			MID-PEAK	-	0.12491
			OFF-PEAK	-	0.06825
			WINTER		
			MID-PEAK	-	0.08883
			OFF-PEAK	-	0.05665
TOU-GS-3-E	**TOU-GS-3-E**				
	ENERGY CHARGE ($/KWH)		SUMMER		
			PEAK	-	0.42004
			MID-PEAK	-	0.09826
			OFF-PEAK	-	0.06125
			WINTER		
			MID-PEAK	-	0.12778
			OFF-PEAK	-	0.06853
			SUPER OFF-PEAK	-	0.04046
	DEMAND CHARGE ($/KW)		SUMMER TR PEAK	-	5.64
			WINTER TR MID-PEAK	-	0.98
TOU-GS-3-PRI-E	**TOU-GS-3-PRI-E**				
	ENERGY CHARGE ($/KWH)		SUMMER		
			PEAK	-	0.41164
			MID-PEAK	-	0.09629
			OFF-PEAK	-	0.06003
			WINTER		
			MID-PEAK	-	0.12522
			OFF-PEAK	-	0.06716
			SUPER OFF-PEAK	-	0.03965
	DEMAND CHARGE ($/KW)		SUMMER TR PEAK	-	5.53
			WINTER TR MID-PEAK	-	0.96

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")
CALENDAR YEAR 2022 PROPOSED RATES
RATES EFFECTIVE AS OF 10/1/2022

SCE EQUIVALENT SCHEDULE	EPIC RATE SCHEDULE	UNIT/PERIOD	EPIC CURRENT RATE	EPIC PROPOSED 2022 RATE
TOU-GS-3-B	**TOU-GS-3-B**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.07692
		MID-PEAK	-	0.07138
		OFF-PEAK	-	0.06825
		WINTER		
		MID-PEAK	-	0.08883
		OFF-PEAK	-	0.05665
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	17.33
		SUMMER TR MID-PEAK	-	5.76
TOU-GS-3-D	**TOU-GS-3-D**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.11038
		MID-PEAK	-	0.09826
		OFF-PEAK	-	0.06125
		WINTER		
		MID-PEAK	-	0.08351
		OFF-PEAK	-	0.06853
		SUPER OFF-PEAK	-	0.04046
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	25.95
		WINTER TR MID-PEAK	-	4.71
TOU-GS-3-PRI-D	**TOU-GS-3-PRI-D**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.10817
		MID-PEAK	-	0.09629
		OFF-PEAK	-	0.06003
		WINTER		
		MID-PEAK	-	0.08184
		OFF-PEAK	-	0.06716
		SUPER OFF-PEAK	-	0.03965
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	25.43
		WINTER TR MID-PEAK	-	4.62
TOU-EV-8	**TOU-EV-8**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.43206
		MID-PEAK	-	0.10620
		OFF-PEAK	-	0.08246
		WINTER		
		MID-PEAK	-	0.16235
		OFF-PEAK	-	0.09587
		SUPER OFF-PEAK	-	0.04320

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")
CALENDAR YEAR 2022 PROPOSED RATES
RATES EFFECTIVE AS OF 10/1/2022

SCE EQUIVALENT SCHEDULE	EPIC RATE SCHEDULE	UNIT/PERIOD	EPIC CURRENT RATE	EPIC PROPOSED 2022 RATE
TOU-EV-9-SEC	**TOU-EV-9-SEC**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.38928
		MID-PEAK	-	0.09106
		OFF-PEAK	-	0.06841
		WINTER		
		MID-PEAK	-	0.13933
		OFF-PEAK	-	0.07627
		SUPER OFF-PEAK	-	0.03305
AGRICULTURAL AND PUMPING				
TOU-PA-2-A	**TOU-PA-2-A**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.28505
		MID-PEAK	-	0.11274
		OFF-PEAK	-	0.06762
		WINTER		
		MID-PEAK	-	0.09416
		OFF-PEAK	-	0.05858
TOU-PA-2-E	**TOU-PA-2-E**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.44385
		MID-PEAK	-	0.09553
		OFF-PEAK	-	0.06126
		WINTER		
		MID-PEAK	-	0.09401
		OFF-PEAK	-	0.07285
		SUPER OFF-PEAK	-	0.06081
TOU-PA-2-E5	**TOU-PA-2-E5**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.72016
		MID-PEAK	-	0.15750
		OFF-PEAK	-	0.06171
		WINTER		
		MID-PEAK	-	0.09454
		OFF-PEAK	-	0.07328
		SUPER OFF-PEAK	-	0.06117

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")
CALENDAR YEAR 2022 PROPOSED RATES
RATES EFFECTIVE AS OF 10/1/2022

SCE EQUIVALENT SCHEDULE	EPIC RATE SCHEDULE	UNIT/PERIOD	EPIC CURRENT RATE	EPIC PROPOSED 2022 RATE
TOU-PA-2-B	**TOU-PA-2-B**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.07620
		MID-PEAK	-	0.06973
		OFF-PEAK	-	0.06762
		WINTER		
		MID-PEAK	-	0.09416
		OFF-PEAK	-	0.05858
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	12.52
		SUMMER TR MID-PEAK	-	3.82
TOU-PA-2-D	**TOU-PA-2-D**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.10728
		MID-PEAK	-	0.09553
		OFF-PEAK	-	0.06126
		WINTER		
		MID-PEAK	-	0.07995
		OFF-PEAK	-	0.06167
		SUPER OFF-PEAK	-	0.05124
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	16.59
		WINTER TR MID-PEAK	-	2.91
TOU-PA-2-D5	**TOU-PA-2-D5**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.17763
		MID-PEAK	-	0.15750
		OFF-PEAK	-	0.06171
		WINTER		
		MID-PEAK	-	0.08041
		OFF-PEAK	-	0.06203
		SUPER OFF-PEAK	-	0.05157
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	16.59
		WINTER TR MID-PEAK	-	3.01
TOU-PA-3-A	**TOU-PA-3-A**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.27510
		MID-PEAK	-	0.09974
		OFF-PEAK	-	0.05947
		WINTER		
		MID-PEAK	-	0.08151
		OFF-PEAK	-	0.05194

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")
CALENDAR YEAR 2022 PROPOSED RATES
RATES EFFECTIVE AS OF 10/1/2022

SCE EQUIVALENT SCHEDULE	EPIC RATE SCHEDULE	UNIT/PERIOD	EPIC CURRENT RATE	EPIC PROPOSED 2022 RATE
TOU-PA-3-E	**TOU-PA-3-E**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.40188
		MID-PEAK	-	0.08363
		OFF-PEAK	-	0.05384
		WINTER		
		MID-PEAK	-	0.09965
		OFF-PEAK	-	0.07750
		SUPER OFF-PEAK	-	0.02232
TOU-PA-3-E5	**TOU-PA-3-E5**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.66620
		MID-PEAK	-	0.14089
		OFF-PEAK	-	0.05276
		WINTER		
		MID-PEAK	-	0.10433
		OFF-PEAK	-	0.08122
		SUPER OFF-PEAK	-	0.02368
TOU-PA-3-B	**TOU-PA-3-B**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.06709
		MID-PEAK	-	0.06116
		OFF-PEAK	-	0.05947
		WINTER		
		MID-PEAK	-	0.08151
		OFF-PEAK	-	0.05194
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	13.91
		SUMMER TR MID-PEAK	-	3.77
TOU-PA-3-D	**TOU-PA-3-D**			
	ENERGY CHARGE ($/KWH)	SUMMER		
		PEAK	-	0.09402
		MID-PEAK	-	0.08363
		OFF-PEAK	-	0.05384
		WINTER		
		MID-PEAK	-	0.07363
		OFF-PEAK	-	0.06031
		SUPER OFF-PEAK	-	0.03535
	DEMAND CHARGE ($/KW)	SUMMER TR PEAK	-	16.83
		WINTER TR MID-PEAK	-	2.97

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC")
CALENDAR YEAR 2022 PROPOSED RATES
RATES EFFECTIVE AS OF 10/1/2022

SCE EQUIVALENT SCHEDULE	EPIC RATE SCHEDULE		UNIT/PERIOD	EPIC CURRENT RATE	EPIC PROPOSED 2022 RATE
TOU-PA-3-D5	**TOU-PA-3-D5**				
	ENERGY CHARGE ($/KWH)		SUMMER		
			PEAK	-	0.15898
			MID-PEAK	-	0.14089
			OFF-PEAK	-	0.05276
			WINTER		
			MID-PEAK	-	0.07259
			OFF-PEAK	-	0.05943
			SUPER OFF-PEAK	-	0.03477
	DEMAND CHARGE ($/KW)		SUMMER TR PEAK	-	17.56
			WINTER TR MID-PEAK	-	3.71
STREET AND OUTDOOR LIGHTING					
AL-2, LS-1, LS-2, LS-3, OL-1	**LS-1**				
	ENERGY CHARGE ($/KWH)			-	0.05596
TC-1	**TC-1**				
	ENERGY CHARGE ($/KWH)			-	0.08869
100% RENEWABLE OPTION (EPIC Power100)					
Customers electing the 100% renewable service option will pay the applicable rate for the basic service option plus the 100% renewable premium charge.					
	ENERGY CHARGE ($/KWH)		NON-RESIDENTIAL	0.0100	0.0100
	ENERGY CHARGE ($/KWH)		RESIDENTIAL CARE	0.0100	0.0100
	ENERGY CHARGE ($/KWH)		RESIDENTIAL	0.0100	0.0100
NET ENERGY METERING OPTION (EPIC Empowerment)					
Customers with behind-the-meter generation can elect the NEM option and receive a payment or credit of $0.06/kWh for annual excess generation.					

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, APPROVING THE INTITIAL RATES AND RATE SETTING PARAMETERS FOR ENERGY FOR PALMDALE'S INDEPENDENT CHOICE COMMUNITY CHOICE AGGREGATION PROGRAM

WHEREAS, *the City of Palmdale ("City") is a municipal corporation organized and operating under the laws of the State of California, with the City Council of the City of Palmdale ("City Council") serving as the governing body of the City; and*

WHEREAS, *on November 17, 2020, the City Council of the City of Palmdale adopted Resolution No. 2020-106, entitled "A RESOLUTION OF THE CITY OF PALMDALE APPROVING THE UPDATED PALMDALE COMMUNITY CHOICE AGGREGATION PROGRAM IMPLEMENTATION PLAN AND STATEMENT OF INTENT PURSUANT TO PUBLIC UTILITIES CODE SECTION 366.2(c)3; and*

WHEREAS, *the City Council now desires to establish power generation rate schedules, as reflected in the attached, for customers of Energy for Palmdale's Independent Choice ("EPIC") with the initial rates established in an amount sufficient to cover the operating costs of EPIC and such reserves as the City Council deems necessary and appropriate, and thereafter establishing such rates as part of the City's regular budget adoption and review process; and*

WHEREAS, *in order to address fluctuations in operating costs and ensure sufficient revenue, the City Council has determined that EPIC may require minor adjustment from time to time and prior to the City Council's next regularly scheduled budget adoption or review; and*

WHEREAS, *subject to the terms and conditions of the Resolution, the City Council desires to grant to the City Manager of the City ("City Manager") the power and authority to periodically make certain minor adjustments to EPIC rates; and*

WHEREAS, *the City Council has held a duly noticed public hearing and has considered all evidence and testimony offered at said hearing.*

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

SECTION 1. *Based on the staff report, presentation, public comment, and other matters presented to the City Council during its consideration of this matter, the City Council finds and declares that the foregoing recitals are true and correct, and hereby incorporated as substantive findings of this Resolution.*

SECTION 2. *The City Council hereby establishes the initial power generation rates pursuant to the rate schedule attached hereto and incorporated fully herein, and such rates shall be effective October 1, 2022.*

SECTION 3. *The rates for power generation established by this Resolution may be amended by Resolution of the City Council, subject to compliance with applicable policies and laws relating to the same.*

SECTION 4. *The City Manager shall have the power and authority to increase or reduce EPIC customer power generation rates as and to the extent he or she reasonably determines necessary for EPIC to avoid an operating deficit or surplus. The City Manager's power and authority pursuant to this Resolution shall be subject to the following conditions, limitations, and requirements:*

a) *Prior to implementing a rate adjustment, the City Manager shall have reasonably determined the rate adjustment is (i) necessary for EPIC to avoid an operating deficit or surplus, (ii) consistent with applicable law, and (iii) consistent with EPIC's Implementation Plan and other governing documents and policies; and*
b) *Written notice of the rate adjustment, which shall include a brief explanation of the City Manager's reason(s) for the rate adjustment, shall be sent by first class mail to each EPIC customer or presented on the electricity bill insert at least thirty (30) days prior to the rate adjustment becoming effective; and*
c) *A rate adjustment shall not result in a rate that is:*
    a. *More than five percent (5%) higher than Southern California Edison's total rate; or*
    b. *More than five percent (5%) higher or lower than the rate currently in effect.*

SECTION 5. *Future resolutions establishing or modifying EPIC rates, as well as all related notices and rate schedules, shall include a notation that the rates established therein are subject to adjustment pursuant to this Resolution. No specific language is required for such notation and failure to include the notation shall not impact the effectiveness of this Resolution (including the power and authority granted herein) or the effectiveness of any notice rate schedule, or resolution approved by the City Council.*

SECTION 6. *By taking these actions the City is confirming its commitment to launching its EPIC program and serving customers in 2022.*

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

PASSED, APPROVED and **ADOPTED** this 15th day of June, 2022.

_____
Steven D. Hofbauer, Mayor

Approved as to form:

ATTEST:

_____ _____
Scott E. Porter
Acting City Attorney

Shanae S. Smith, City Clerk

I, Shanae S. Smith, 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 15th day of June, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

City Council Staff Report

DATE: **June 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-065 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE RESTATING IN ITS ENTIRETY THE PALMDALE MASTER SCHEDULE OF FEES AND REPEALING RESOLUTION NO. CC 2021-057**

ISSUE

Adopt Resolution No. CC 2022-065 a Resolution of the City Council of the City of Palmdale restating in its entirety the Palmdale Master Schedule of Fees and Repealing Resolution No. CC 2021-057.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2022-065 to authorize the proposed fees and charges for the fees, charges, and requirements set forth in the City of Palmdale Master Schedule of Fees for Service, effective July 1, 2022, and attached hereto;

2. Repeal Resolution No. CC 2021-057;

BACKGROUND

Periodically, the City Council adopts Fee Resolutions, which 1) revise existing fees, rates, or charges; 2) establishes new fees, rates, or charges; or 3) revise headings or descriptive language for existing fees for the City's operating departments.

The 2021-22 fee schedule was reformatted and as part of that process some information from the previously adopted 2017 Fee Schedule was unintentionally omitted. Upon thorough review, the proposed Master Schedule of Fees has corrected this matter, restoring missing fees and policies.

DISCUSSION

The State Constitution provides the authority for cities to impose user fees and regulatory fees for services and activities, however the fees may not exceed the estimated reasonable cost of providing the service or performing the activity.

In order to better achieve the City's policy regarding cost recovery goals and to minimize General Fund subsidies for services provided staff has identified inefficiencies, missing fees and/or processes.

Staff recommends that the City Council adopts Resolution No. CC 2022-065 to authorize proposed adjustments to the Palmdale Master Schedule of Fees for certain departments detailed in this staff report, effective July 1, 2022.

PARKS AND RECREATION

DryTown has two new rental items, glow in the dark inner tubes for evening events and smaller sized shade cabanas. Both of these items have been added to the fee schedule. With the CPI increase last year, cabana pricing for the larger units were changed to an odd figure. For marketing purposes, this fee is proposed to be slightly reduced. Similarly, for marketing and efficiency all fees have been increased to the nearest .25, which has historically been the practice. Fees and policies from the 2017 Fee Schedule which were unintentionally omitted in subsequent schedule updates have been restored.

One omitted policy, which defines how recreation program fees are to be established has been updated to reflect current recommendations, trends and practices. A recommendation from the user fee study conducted by Revenue & Cost Specialists, LLC suggested that the City Council develop a conscious policy as to what programs should be subsidized with tax monies in promoting social benefit and to what extent. Likewise, current industry best practices have shifted to a subsidy and cost recovery policy, titled pyramid methodology by BerryDunn.com and GreenPlay LLC. This methodology originated in the 1990's and is now widely practiced across the United States. The resulting pyramid model illustrates appropriate program subsidy levels and cost recovery targets, which provides the framework necessary for decision making. The bottom of the pyramid consists of basic services free to the public in the interest of social and community benefit. The top of the pyramid consists of services that are structured, specialized or are used by special interest groups or individuals. Services at the bottom of the pyramid are subsidized by City revenues, conversely services at the top of the pyramid are incrementally off-set by participation fees. Reference Fee Schedule attachment, Parks & Recreation Cost Recovery Pyramid.

GIS FEES

The City has historically charged a 5% GIS fee on various Building & Safety, Planning and Engineering fees to recoup the City's GIS cost, which include software and labor required to track and maintain locations of any and all permits, assets and any additional items that have a geographical location within the City. Extensive staff time is required to maintain accurate GIS information, which is then used by City staff and the public for purposes of permitting, plan check, inspections, engineering and various aspects of

planning. The public is also provided limited access to the City's GIS data, which aids in the application processes. See Exhibit J, attached.

ECONOMIC & COMMUNITY DEVELOPMENT

Building & Safety and Planning divisions are proposing to add an Expedited Fee for the below services. The inclusion of this fee in the City's Master Schedule of Fees is a response to the developer community and the desire to have the option to request and pay for an expedited turnaround time on services. This is an optional fee.

Exhibit A – Building & Safety

- Expedited Plan Check

Exhibit O - Planning

- Expedited Conditional Use Permit (CUP)
- Expedited Preliminary Project Review to Development Advisory Board (DAB)
- Expedited Site Plan Review

NEIGHBORHOOD SERVICES

There are no proposed changes to fees in the Neighborhood Services section of the Master Schedule of Fees, however, additional language has been added to show the specific code violations that are subject to administrative citations, as well as the City's policies for handling repeat violations, late payments and collections. See Exhibit K, attached.

CONCLUSION

Any action by the City to levy a new fee or service charge or to approve an increase in an existing fee or service must be approved by ordinance or resolution. Before any new fee or service charge can be added to the Palmdale Fee Resolution, a public hearing must be held, and reasonable notice must be provided to the members of the community.

As such, Staff recommends that the City Council Adopt Resolution No. CC 2022-065 and Repeal Resolution No. CC 2021-057, authorizing the proposed fees and charges for the fees, charges, and requirements set forth in the City of Palmdale Master Schedule of Fees for Service, effective July 1, 2022.

PUBLIC NOTICE PROCESS

A Public Hearing Notice regarding the citywide fee resolution was published in the local newspaper of general circulation on June 1, 2022, June 8, 2022, and again on June 14, 2022, at which time the public was invited to make oral and written presentation as part of the regularly scheduled meeting prior to the adoption of Resolution No. CC 2022-065.

Additionally, written notice has been provided to interested parties at least 14 days prior to the public meeting to any interested party who filed written requests for mailed notice of meeting on new or increased development related fees or service charges.

FISCAL IMPACT

Resolution No. CC 2022-065, if adopted, would allow certain fees to be adjusted and policies to be enacted, which will allow the City to better recoup costs and continue providing services to the community.

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, Acting City Attorney

ATTACHMENTS

1. Resolution No. CC 2022-065
2. Proposed Master Schedule of Fees for Services FY 2022-23

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE RESTATING IN ITS ENTIRETY THE PALMDALE MASTER SCHEDULE OF FEES AND REPEALING RESOLUTION NO. CC 2021-057

WHEREAS, the City Council has determined that City staff provides many types of services involving requests by City customers ("Applicants"); and the City imposes service fees ("Service Fees") and development-related fees ("Development Fees") upon Applicants to recover the costs of staff time, and other expenses related to providing these services; and

WHEREAS, current Service Fees and Development Fees charged for the City's Services do not adequately recoup the City's costs of providing certain Services and thus, a significant amount of these costs are currently paid out of the City's general fund and, therefore, borne by the general public; and

WHEREAS, the City Council finds that providing these Services is of special benefit to Applicants both separate and apart from the general benefit to the public; and therefore, in the interests of fairness to the general public, the City desires to better recover the costs of providing these Services from Applicants who have sought the City's services by revising its schedule of City-Wide Fees; and

WHEREAS, the City desires to adjust certain fees up to the actual costs incurred to the City in providing these services;

1. Adopt Resolution No. CC 2022-065 restating in it's entirety the Palmdale Fee Schedule, effective July 1, 2022;
2. Authorize the proposed rates and policies as proposed in the City of Palmdale Master Schedule of Fees, attached hereto.

WHEREAS, notice of public hearing has been given pursuant to Government Code Section 6062a, and written notice has been provided to interested parties who filed written requests for mailed notice of meetings on new or increased development-related fees or service charges; and

WHEREAS, the City Council conducted a duly noticed public hearing on June 15, 2022 at which time the public was invited to make oral and written presentations as part of the regularly scheduled meeting prior to the adoption of this Resolution; and

WHEREAS, at least ten (10) days prior to the public hearing referenced above, the City made available for public inspection information required under Government Code Section 66000, *et seq*.; and

WHEREAS, the City published notice of the public hearing as described above in accordance with Government Code Sections 6062(a), 66014, 66016, 66017 and 66018 for the various Service Fees and Development Fees.

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

SECTION 1. Repeal Resolution CC 2021-057 in its entirety.

SECTION 2. Adopt Resolution No. CC 2022-065 to authorize the proposed fees and charges for the fees, charges, and requirements set forth in the City of Palmdale Master Schedule of Fees for Service, attached hereto.

SECTION 3. The fees, charges, and requirements set forth in the Palmdale Fee Schedule attached hereto as the Master Schedule of Fees for Service for Fiscal Year 2022-23 and incorporated herein by reference are hereby approved and adopted as the City of Palmdale Fee Schedule to be imposed as set forth therein.

SECTION 4. Unless Federal or State Regulations, or an ordinance of the City prohibits such or prescribes alternate procedures, any person subject to payment of the fees, rates, and charges established hereunder may apply to the City Manager for a waiver or reduction of such fees, rates, or charges. The application shall be made in writing and shall state in detail the factual basis for the request, including a description of the proposed project, program, activity, or other undertaking involved and the extraordinary benefits to the City resulting therefrom which justify the requested waiver or reduction of fees, rates, or charges. The City Manager may consider the application and upon a finding of extraordinary benefit to the City, waive or reduce such fee rate or charge. The determination of the City Manager shall be final and conclusive.

SECTION 5. The City Council hereby finds and determines that the existing, new or increased fees, rates, and charges established in this Resolution are in an amount reasonably necessary to recover the costs of providing the service, review, document, facility, or commodity for which such fee, rate, or charge is levied or authorized to be levied.

SECTION 6. The new rates, fees, and charges set forth in this Resolution shall become effective July 1, 2022 upon adoption of Resolution No. CC 2022-065 and the

City Clerk is hereby directed to email a signed copy of the Master Schedule of Fees for Service to each City department.

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

PASSED, APPROVED and **ADOPTED** this 15th day of June, 2022 by the following vote:

AYES:_____

NOES:_____

ABSTAIN:_____ABSENT:_____

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae Smith, City Clerk

Approved as to form:

_____
Scott E. Porter
Acting City Attorney

Master Schedule of Fees For Service

Proposed to the Palmdale City Council on

June 15, 2022



Effective 7/1/2022

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The City of Palmdale

Master Schedule of Fees for Service

Proposed to the Palmdale City Council

June 15, 2022

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EXHIBIT (A)

BUILDING & SAFETY			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
A. General Fees			
Investigation Fee for Work constructed Without a Permit:			
The investigation fee (Contractor) shall be equal to and in addition to the permit fees specified, but in no event shall the investigation fee be less than listed.	$ 350.00	$ 350.00	
Exception 1: The investigation fee (Homeowner) when the Building Official has determined that the owner-builder of a one family or two family dwelling, accessory building or accessory structure, had no knowledge that a permit was necessary and had not previously applied for a permit from Building and Safety office of the City of Palmdale.	$ 200.00	$ 200.00	
Exception 2: The foregoing provisions shall not apply to emergency work when it shall be proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit therefore before the commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so and if there is an unreasonable delay in obtaining such permit this exception shall not apply and the investigation fee shall be charged.			
The payment of the investigation fee shall not exempt any person from compliance with all other provisions nor from any penalty prescribed by law.			
Modifications Fee:			
A written application for the granting of such modifications shall be submitted together with a filing fee.			
up to 2 hours	$ 136.00	$ 136.00	**Per hour**
Additional fee above 2 hours	$ -	$ -	
Alternate Materials and Methods of Construction Fee:			
A written application for use of an alternate material or method of construction shall be submitted together with a filing fee.			
up to 2 hours	$ 210.00	$ 210.00	**per hour**
Additional fee above 2 hours	$ 136.00	$ 136.00	**per hour**
Appeals filing Fee:	$ 411.00	$ 411.00	
Noncompliance fee building for Group R, Division 3 Occupancies	$ 200.00	$ 200.00	
Noncompliance fee for all other occupancies, and shall be in addition to the fees specified elsewhere.	$ 350.00	$ 350.00	
Preliminary plan review Fees			
Building Per-site Evaluation (Commercial)			
Up to 2 hours	$ 210.00	$ 210.00	**per hour**
> 2 hours, or portion thereof (additional) per hour	$ 136.00	$ 136.00	**per hour**
Building Per-site Evaluation (Residential)			
Up to 2 hours	$ 210.00	$ 210.00	**per hour**
> 2 hours, or portion thereof (additional)	$ 136.00	$ 136.00	**per hour**
EXCEPTION: one staff member, not in excess of 15 minutes, shall charge no fee for a preliminary review.			
Special Inspector Registration fees	$ 140.00	$ 140.00	**Annually**
B. Palmdale Building and Residential Code Permit and Plan Check Fees			
TABLE 1-A – Building Permit Fees*[1,2,3,4,5]			
Total Valuation			
$0 to and including $700,	$ 42.00	$ 42.00	
More than $700 to and including $25,000,	$ 60.00	$ 60.00	
plus for each additional $1,000 or fraction thereof in excess of $1,000,	$ 21.32	$ 21.32	
$25,001 to and including $50,000,	$ 451.00	$ 451.00	
plus for each additional $1,000 or fraction thereof in excess of $25,000,	$ 16.25	$ 16.25	
$50,001 to and including $100,000,	$ 766.00	$ 766.00	
plus for each additional $1,000 or fraction thereof in excess of $50,000,	$ 12.22	$ 12.22	
$100,001 to and including $300,000,	$ 1,263.00	$ 1,263.00	
plus for each additional $1,000 or fraction thereof in excess of $100,000	$ 8.45	$ 8.45	
$300,001 - $1million	$ 2,953.00	$ 2,953.00	
plus for each additional $1,000 or fraction thereof in excess of $300,000	$ 8.00	$ 8.00	
$1 million -$10,000,000	$ 8,553.00	$ 8,553.00	
plus for each additional $1,000 or fraction thereof in excess of $1 million	$ 7.50	$ 7.50	

BUILDING & SAFETY			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
Over 10 million	$ 71,553.00	$ 71,553.00	
plus for each additional $1,000 or fraction thereof in excess of $10 million	$ 7.00	$ 7.00	
*Permit fees shall be increased by the following factors			
Group R - per $100,000 Valuation	$ 13.00	$ 13.00	
Other Occupancies - per $100,000 (PRC Code2705-2709.1)	$ 28.00	$ 28.00	
per $100,000 Valuation(HSC 18931.6)	$ 4.00	$ 4.00	
Certified Access Specialist (CASp)			
Inspection	$ 122.00	$ 122.00	**per hour**
Plan review	$ 136.00	$ 136.00	**per hour**
Records Report Letter	$ 122.00	$ 122.00	
The following fees shall be paid before a permit is issued, inspection made, occupancy allowed or device operated:			
In addition to the fees set forth in Items A thru W below, for issuance of each inspection application receipt (charge by the hour)	$ 32.00	$ 32.00	
A. For a site inspection not otherwise covered herein by a fee and which is regulated by the City of Palmdale	$ 122.00	$ 122.00	**per hour**
B. For inspection of any use, occupancy or change in use or occupancy: Group R or U Occupancy,(Residential)	$ 210.00	$ 210.00	
C. Occupancy groups other than R or U (Commercial)			
Affected floor area:			
Less than 5,000 square feet,	$ 122.00	$ 122.00	**per hour**
5,001 to 10,000 square feet,	$ 122.00	$ 122.00	**per hour**
10,000 to 100,000 square feet,	$ 122.00	$ 122.00	**per hour**
Above 100,000 square feet,	$ 122.00	$ 122.00	**per hour**
In addition to the aforementioned fees, the Building Official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the initial and second check due to changes, omissions or errors on the part of the applicant. The payment of said fees shall not exempt any person from compliance with any provisions of this PBC.			
D. For inspection of the repair or rehabilitation of a building or structure declared substandard by notice filed with the Department of Registrar Recorder, the fee shall not be less than $122 per hour based on the number of hours required to complete the inspection	$ 122.00	$ 122.00	
E. For inspection of the demolition of a building or structure (including sewage system termination), $200	$ 200.00	$ 200.00	
F. For inspection or reinspection of Group A, Division 4 structures, each	$ 122.00	$ 122.00	**per hour**
G. For inspection of structures or devices regulated by Chapter 66:			
The first structure or device (charge by the hour no matter # of structures)	$ 122.00	$ 122.00	**per hour**
H. For application and investigation for relocation building permits as required by Chapter 68:			
Floor area: Up to 2,500 square feet (charge by the hour, not square footage)	$ 122.00	$ 122.00	**Per hour**
I. For investigation and/or permit for trailer coaches as required by Chapter 69	$ 122.00	$ 122.00	**Per hour**
J. For inspection outside of normal business hours, per hour	$ 122.00	$ 122.00	**per hour. 4 hr minimum**
K. For inspection for which no fee is specifically indicated, per hour	$ 122.00	$ 122.00	**Per hour**
L. For inspection of barriers for swimming pools, spas and hot tubs, per hour	$ 122.00	$ 122.00	**Per hour**
M. For a single copy of a microfilmed permit	$ 3.00	$ 3.00	
N. For determining occupant load for purposes of parking requirements pursuant to the Zoning Ordinance, per hour	$ 136.00	$ 136.00	**Per hour**
O. For reproduction of or generation of standard permit reports per month (Statistical Report Permit)	$ 34.00	$ 34.00	
P. For assignment of house numbers	$ 52.00	$ 52.00	
Q. For additional review required by changes, additions or revisions of approved or resubmitted plans or reports, per hour	$ 136.00	$ 136.00	
R. For additional review required beyond the initial and second check of plans or reports	10% of original fee for each plan check after 3rd review	10% of original fee for each plan check after 3rd review	

BUILDING & SAFETY			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
S. For the issuance of a certificate of occupancy	$ 100.00	$ 100.00	
T. For the issuance of a temporary certificate of occupancy	$ 150.00	$ 150.00	
U. For each extension of a temporary certificate of occupancy	$ 100.00	$ 100.00	
V. Notice and Order Processing Fees Service Fee			
(a) Processing	$ 122.00	$ 122.00	**per hour**
(b) Recording or resending of notice	$ 122.00	$ 122.00	**per hour**
(c) Preparation of Job Specifications	$ 122.00	$ 122.00	**per hour**
(d) City Council Documents	$ 122.00	$ 122.00	**per hour**
(e) Contract Cancellation	$ 122.00	$ 122.00	**per hour**
(f) Contract Performance Inspection	$ 122.00	$ 122.00	**per hour**
(g) Billing	$ 122.00	$ 122.00	**per hour**
(h) Record Special Assessment	$ 122.00	$ 122.00	**per hour**
(i) Filing of Special Assessment	$ 122.00	$ 122.00	**per hour**
Plan Checking or Review Fees for Buildings or Structures			
When an application for a building permit is submitted for review, whether or not plans and specifications are required by Section 106.4.2, *a fee shall be paid to the Building Official. Said fee shall be equal to 85 percent of the building permit fee* as set forth in Table 1-A, provided. In addition to the aforementioned fees, the Building Official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the first and second check due to changes, omissions or errors on the part of the applicant. The payment of said fees shall not exempt any person from compliance with other provisions of this PBC.	$ 136.00	$ 136.00	**per hour**
$0 - $5,000	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
$5,001 - $25,000	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
$25,001 - $50,000	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
$50,001 - $100,000	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
$100,001 - $300,000	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
$300,001 - $1million	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
$1million - $10million	85% of Permit Fee w/minimum fee of $136.00	85% of Permit Fee w/minimum fee of $136.00	
The fees specified in this section are separate fees from the permit fees specified above.			
Expedited Plan Check fee available for the processing of first time plan checks and re-checks for an additional 50% of the original Plan Check Fee.		Additional 50% of Original Plan Check Fee	
Standard Plans			
The Building Official may approve a set of plans for a building or structure as a "standard plans," provided that the applicant has made proper application, submitted complete sets of plans as required by this section, and paid the plan checking fee required above, or fee listed for standard plans, whichever is greater.	50% plan check fee	50% plan check fee	
Plans shall reflect laws and ordinances in effect at the time a permit is issued except as provided herein below in this section. Nothing in this section shall prohibit modifying the permit set of plans to reflect changes in laws and ordinances, which have become effective since the approval of the standard plan. *The standard plans shall become null and void where the work required by such changes exceeds ten percent of the value of the building or structure. When it is desired to use an approved "standard plan" for an identical structure, two plot plans and one duplicate plan shall be submitted and a plan checking fee equal to 70 percent of the full plan checking fee required above shall be paid at the time application is made for such identical structure* . Such duplicate plans shall be compared, stamped and kept on the project site. In case of deviation from this standard plan, except as permitted in this section, complete plans, together with a full plan-checking fee, shall be submitted for the proposed work.			

BUILDING & SAFETY			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
Standard plans shall be valid for a period of one year from the date of approval. The standard plan can be extended by the Building Official an additional year upon payment of an extension fee equal to 30% of the original fee providing the standard plans are being restandardized under the same year codes as the original standard plan approval.			
107.4 Expiration of Plan Application			
Applications for building, grading, landscape and relocation building permits for which no permit is issued within one year following the date of application shall expire by limitation. Plans and specifications previously submitted may thereafter be returned to the applicant or destroyed by the Building Official or City Engineer. The Building Official or City Engineer may extend the time for action by the applicant for a period not exceeding six months beyond the one-year limit upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken and upon payment of an extension fee equal to 25 percent of the plan check fee. No permit application shall be extended more than once. Once an application has expired, the applicant shall resubmit plans and specifications and pay a new 100% plan check fee.	25% of plan check fee	25% of plan check fee	
C. Electrical Code Permit and Plan Check Fees			
Except as otherwise provided in the PAP, at the time of filing an application a fee shall be paid to the City of Palmdale as set forth in this Section.			
Electrical Permit Fees.			
PERMITS			
For issuing permits, each	$ 32.00	$ 32.00	
System Fee Schedule			
(Note: The following do not include permit-issuance fees.)			
New Residential Buildings			
The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.			
For new multifamily residential buildings (apartments and condominiums) having three (3) or more living units not including garages, carports, and other noncommercial automobile storage areas constructed at the same time, per square foot	$ 0.11	$ 0.11	
For garages, carports, and other accessory buildings, used in conjunction with multifamily residential buildings use BRANCH CIRCUIT FEE OR UNIT FEE SCHEDULE.			
For new single or two-family residential buildings not including garages, carports and other minor accessory buildings constructed at the same time, per square foot	$ 0.11	$ 0.11	
For garages, carports and other minor accessory buildings constructed at the same time as single or two-family residential buildings, a fee will not be required. For other types of residential occupancies and alterations, additions and modifications to existing residential buildings, use BRANCH CIRCUIT FEE OR UNIT FEE SCHEDULE.			
Private Swimming Pools			
For new private, residential, in ground swimming pools for single or multi-family occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each	$ 75.00	$ 75.00	
New Commercial Swimming Pools / Spas	$ 75.00	$ 75.00	
For other types of swimming pools, therapeutic whirlpools, spas, hot tubs and alterations to existing swimming pools, each	$ 51.00	$ 51.00	
Carnivals and Circuses			
Carnivals, circuses or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions:			

BUILDING & SAFETY			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
For electric generators and electrically driven rides, each		$ 26.00	
For mechanically driven rides and walk-through attractions or displays having electric lighting, each	$ 26.00		each ride/display with electrical + ep
For a system of area and booth lighting, each	$ 15.95	$ 15.95	
For permanently installed rides, booths, displays and attractions, use UNIT FEE SCHEDULE.			
Temporary Power Service			
For a temporary service power pole or pedestal, including all pole or pedestal mounted receptacle outlets and appurtenances, each	$ 42.00	$ 42.00	
For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lighting, Christmas tree sales lots, fireworks stands, sales booths, additional pole, etc., each	$ 21.00	$ 21.00	
Branch Circuit and Unit Fee Schedules			
(Note 1: The following do not include permit issuance fees. Note 2: Where appropriate either fee schedule may be used.)			
Branch Circuit Fees (Alternate to Unit Fees)			
Branch circuit fees apply to new branch circuit wiring and the lighting fixtures, switches and receptacles, which are supplied by these branch circuits, including their outlets.			
For 15 or 20 ampere 120 volt lighting or general use receptacles:			
First 10 branch circuits, each	$ 24.00	$ 24.00	
Each additional branch circuit from 11 to 40 inclusive	$ 24.00	$ 24.00	
Each additional branch circuit over 40	$ 24.00	$ 24.00	
For 15 or 20 ampere 208 volt to 277 volt lighting, each	$ 24.00	$ 24.00	
EXCEPTION. An individual multi wire branch circuit supplying one appliance may be counted as one circuit.			
Inspection not specified - 1/2 hr	$ 60.00	$ 60.00	
Inspection not specified - 1 hr	$ 120.00	$ 120.00	
Unit Fees (Alternate to Branch Circuit Fees)			
Receptacle, Switch, Lighting, or other:			
For receptacle, switch, lighting, or other outlets at which current is used or controlled, except services, feeders and meters			
First 20, each	$ 3.00	$ 3.00	
Additional outlets, each	$ 1.00	$ 1.00	
(Note: For multi-outlet assemblies, each five feet or fraction thereof may be considered as one outlet.)			
Lighting Fixtures			
For lighting fixtures, sockets, or other lamp-holding devices:			
First 20, each	$ 3.00	$ 3.00	
Additional fixtures, each	$ 2.00	$ 2.00	
For pole or platform mounted lighting fixtures, each	$ 3.00	$ 3.00	
For theatrical-type lighting fixtures or assemblies, each	$ 3.00	$ 3.00	
Residential Appliances of Three Horsepower or Less			
For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens, counter mounted cooking tops, electric ranges, self-contained room, console, or through-wall air conditioners, space heaters, food-waste grinders, dishwashers, washing machines, water heaters, clothes dryers, or other motor-operated appliances, not exceeding three (3) horsepower (HP) in rating, each	$ 12.00	$ 12.00	
(Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.)			
Other Appliances of Three Horsepower or Less			
For any appliance installed in a nonresidential occupancy and not exceeding three (3) horsepower (HP), kilowatt (KW), or kilovolt-ampere (KVA) in rating, including medical and dental devices, food, beverage, and ice cream cabinets, illuminated showcases, drinking fountains, vending machines, laundry machines, or other similar types of equipment, each	$ 15.00	$ 15.00	

BUILDING & SAFETY			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
(Note 1: As used in the above sentence, "nonresidential occupancy" includes but is not limited to hotels and motels but excludes apartments and single-family dwellings. Note 2: For other types of air conditioners and other motor driven appliances having larger electrical ratings, see Power Apparatus.)			
Power Apparatus			
For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus with a rating as follows:			
Rating in horsepower (HP), kilowatts (KW), kilovolt-amperes (K-VA), or kilovolt-amperes-reactive (K-VAR):			
Rating over 3 and not over 10, each	$57.00	$57.00	
Rating over 10 and not over 50, each	$57.00	$57.00	
Rating over 50 and not over 100, each	$57.00	$57.00	
Rating over 100, each	$57.00	$57.00	
(Note 1: For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. 2.			
These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.)			
(Note: An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in type busways. No fee is required for portable tools.)			
Signs, Outline Lighting, and Marquees			
For signs, outline lighting systems, or marquees supplied from one branch circuit, each	$ 37.00	$ 37.00	
For additional branch circuits within the same sign, outline lighting system, or marquee, each	$ 12.00	$ 12.00	
Services, Switchboards, Switchboard Sections, Motor-Control-Centers and Panelboards			
For services, switchboards, switchboard sections, motor control centers and panelboards of 600 volts or less and not over 399 amperes in rating, each			
up to 399 Amps	$ 38.00	$ 38.00	
400-1000 Amps	$ 73.00	$ 73.00	**+ ep**
over 1000 Amp	$ 155.00	$ 155.00	**+ ep**
For services, switchboards, switchboard sections, motor control centers and panelboards of 600 volts or less and over 399 amperes to 1,000 amperes in rating, each	$ 73.00	$ 73.00	
up to 399 Amps	$ 38.00	$ 38.00	**+ ep**
400-1000 Amps	$ 73.00	$ 73.00	**+ ep**
over 1000 Amp	$ 155.00	$ 155.00	**+ ep**
For services, switchboards, switchboard sections, motor control centers and panelboards over 600 volts or over 1,000 amperes in ratings, each	$ 155.00	$ 155.00	
Other Inspections			
For each extra inspection resulting from defective workmanship or materials, each	$ 122.00	$ 122.00	**per hour**
For inspection of electrical equipment for which no fee is herein set forth and for emergency inspections for the time consumed:			
General Inspection per Permit (Commercial)			
For the first 1/2 hour, or fraction thereof	$ 60.00	$ 60.00	
Or, for each hour, or fraction thereof	$ 120.00	$ 120.00	
General Inspection per Permit (Residential)			
For the first 1/2 hour, or fraction thereof	$ 60.00	$ 60.00	
Or, for each hour, or fraction thereof	$ 120.00	$ 120.00	

BUILDING & SAFETY			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
For any single hazardous location area, as defined in Article 100 of the National Electrical Code, larger than 2,000 sq. ft. or an aggregate area consisting of smaller hazardous location areas totaling over 2,000 sq. ft., a surcharge in addition to any other applicable fees, each	$ 210.00	$ 210.00	
For investigation and review of test reports from local testing laboratories, or to comply with the requirements of Section 83-3, alternate materials and methods: Reports for one (1) to ten (10) electrical items, apparatus, machine tools, appliances or other electrical equipment	$ 136.00	$ 136.00	**per hour**
For investigation of alternate materials and methods performed by the Chief Electrical Inspector, as required by Section 83-3 of the Palmdale Electrical Code:			
For the initial filing fee	$ 276.00	$ 276.00	
For each hour or fraction thereof, in excess of two	$ 136.00	$ 136.00	
In addition to the aforementioned fees, the Building Official may require additional charges for plan check services beyond the initial and second check when such additional work is due to changes, omissions or errors on the part of the plan check applicant.	$ 136.00	$ 136.00	
Photovoltaic System (PV)			
Residential			
Flat fee up to 10 Kw	$ 450.00	$ 450.00	
above 10 KW, $15 per KW (per Government Code 66015)	$ 15.00	$ 15.00	
Inspection (plus fully allocated hourly rate for re-inspection)	$ -	$ -	included w/ PV permit
Re-inspection	$ 122.00	$ 122.00	
Non-residential - Less than 600V			
Flat fee up to 50kW	$ 1,000.00	$ 1,000.00	
51kW to 250kW, $7 per kW	$ 7.00	$ 7.00	
Above 250kW, $5 per KW (per Government Code 66015)	$ 5.00	$ 5.00	
Non-residential - 600V or more			
Flat fee up to 50kW	$ 1,000.00	$ 1,000.00	
51kW to 250kW, $7 per kW	$ 7.00	$ 7.00	
Above 250kW, $5 per KW (per Government Code 66015)	$ 5.00	$ 5.00	
Thermal Photovoltaic Systems			
Flat fee up to 30kW	$ 1,000.00	$ 1,000.00	
30kW to 260kW, $7 per kW	$ 7.00	$ 7.00	
Above 260kW, $5 per kW or based on project valuation	$ 5.00	$ 5.00	
Pedestal			
Up to 399 Amps	$ 38.00	$ 38.00	
400 to 1000 Amps	$ 73.00	$ 73.00	
Over 1000 Amps	$ 155.00	$ 155.00	
Vehicle Charging Station			
Residential	$ 33.00	$ 33.00	**EP = Permit issuance**
Commercial (based on project valuation)	$ -	$ -	**Fee Based on Project Valuation**
Electrical Plan Check Fees			
Plans are required to be submitted for any of the work described below. A plan checking fees shall be paid when the plans are submitted for review. With respect to the work described below wiring shall not be installed, nor any other work for which a permit is required shall be done, until the plans have been approved. Only after the plans have been approved may the applicant apply for an electrical permit for such work. Plans are required for the following:			
(1) An Installation where one or more services, switchboards, motor control centers or feeders have a rating of 400 amperes or larger at 600 volts or less;			
(2) Any installations rated above 600 volts;			
(3) Theaters or motion picture theaters;			
(4) Assembly rooms or similar places having an assemblage or seating capacity exceeding 500 persons;			
(5) A hospital or other health care facility falling within the scope of Article 517 of the Electrical code;			
(6) Installations in locations classed as hazardous locations by the provisions of Chapter 5 of the Electrical code;			

BUILDING & SAFETY			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
(7) Installation of lighting fixtures weighing more than 300 pounds;			
(8) Tenant improvement installations requiring review to verify compliance with the State's Electrical Energy Conservation requirements (Title 24). This energy plan check is in addition to the plan check required above.			
The fee for each plan check pursuant to subsection above shall be equal to seventy percent (70%) of the required permit fee, however, the minimum fee shall be	$ 136.00	$ 136.00	
Maintenance Electrician Registration Fee	$ 170.00	$ 170.00	**annually**
D. Plumbing/Sewer Permit and Plan Check Fees			
Plumbing Sewer and private sewage disposal permit fees shall be paid as follows. For the purpose of this section, a sanitary plumbing outlet on which or to which a plumbing fixture or appliance may be set or attached shall be construed to be a fixture. Built in dishwashers shall be construed fixtures whether individually trapped or not. Fees for reconnection and retest of existing plumbing systems in relocated buildings shall be based on the number of plumbing fixtures, gas systems, water heaters, etc., involved. When interceptor traps or house trailer site traps are installed at the same time as a house sewer on any lot, no sewer permit shall be required for the connection of any such trap to an appropriate inlet fitting provided in the house sewer by the permittee constructing such sewer. When a permit has been obtained to connect an existing building or existing work to the public sewer, or to connect to a new private disposal facility, backfilling of private sewage disposal facilities abandoned consequent to such connection is included in the house sewer permit.			
General Inspection per Permit (Commercial)			
For each hour, or fraction thereof	$ 120.00	$ 120.00	
General Inspection per Permit (Residential)			
For each hour, or fraction thereof	$ 120.00	$ 120.00	
Plumbing permit fees shall be as follows:			
For issuing each permit,	$ 32.00	$ 32.00	
In addition:			
For each plumbing fixture or trap or set of fixtures on one trap (including drainage, vent, water piping and backflow prevention devices therefore) (hose bibbs are considered fixtures),	$ 16.00	$ 16.00	
For each permanent-type dishwasher, whether individually trapped or not,	$ 16.00	$ 16.00	
For future stacks or branches, each waste inlet,	$ 16.00	$ 16.00	
For each roof drain,	$ 16.00	$ 16.00	
For each drainage or sewer backwater valve,	$ 16.00	$ 16.00	
For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps,	$ 16.00	$ 16.00	
For each swimming pool drainage trap and receptor, whether connected to a building drain or a building sewer (water supply for pool not included),	$ 16.00	$ 16.00	
For each gas piping system on any one meter or alteration, extension or retest of existing gas piping system:			
Low pressure system:			
Five or fewer outlets,	$ 16.00	$ 16.00	
For each additional outlet over five,	$ 4.00	$ 4.00	
Medium or high pressure system:			
Each system,	$ 16.00	$ 16.00	
Additional fee for each outlet,	$ 4.00	$ 4.00	
For each gas meter not under control and maintenance of the serving gas supplier,	$ 16.00	$ 16.00	
For each gas pressure regulator other than appliance regulators,	$ 16.00	$ 16.00	
For each water heater and/or vent,	$ 20.00	$ 20.00	
For repair or alteration of drainage and/or vent piping, each fixture,	$ 16.00	$ 16.00	
For each piece of water-treating equipment,	$ 16.00	$ 16.00	
For each water pressure regulator,	$ 16.00	$ 16.00	
For potable water (Main Water Line) not covered elsewhere in fee schedule:			
1-1/2 inch and smaller,	$ 48.00	$ 48.00	
2 inches to 3 inches,	$ 48.00	$ 48.00	
Over three inches,	$ 48.00	$ 48.00	

BUILDING & SAFETY			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
For replacing water piping in a Residential/Multi -family building, (1) each fixture, each water-treating device and each piece of water-using or dispensing equipment, or (2) each branch or riser that has none of the above items connected thereto,	$ 8.00	$ 8.00	
For sprinkling systems on any one meter, each backflow prevention device therefore,	$ 16.00	$ 16.00	
For each backflow prevention device on unprotected water supplies, pools, tanks, vats, etc. (including incidental water piping),	$ 16.00	$ 16.00	
For each trap primer,	$ 16.00	$ 16.00	
For each solar potable water-heating system, including water heater and vent,	$ 16.00	$ 16.00	
For the connection of a house sewer to a public sewer, or for the extension of a house lateral onto a lot for future use (separate permit required for each such connection or extension),	$ 38.00	$ 38.00	
For each house sewer manhole,	$ 45.00	$ 45.00	
For each installation of a section of house sewer for future use,	$ 29.00	$ 29.00	
For the connection of each additional building or additional work to a house sewer,	$ 29.00	$ 29.00	
For the connection of a house sewer to a private sewage disposal system,	$ 29.00	$ 29.00	
For each private sewage disposal system (septic tank and seepage pit or pits and/or drain field),	$ 120.00	$ 120.00	
For each grey water system (storage tanks and disposal/irrigation fields),	$ 120.00	$ 120.00	
For each cesspool, overflow seepage pit, percolation test pit, swimming pool drywell, or drain field extension or replacement,	$ 45.00	$ 45.00	
For disconnection, abandonment, alteration or repair of any house sewer or private sewage disposal system or part thereof,	$ 29.00	$ 29.00	
On Site Sewer per 100 linear feet			
A plumbing plan checking fee as indicated shall be paid to the Plumbing Official at the time of submitting plans and specifications for work described in this subsection.			
Said fee shall be equal to 40 percent of the required plumbing permit.			
1. More than 216 waste fixture units;			
2. Potable water supply piping required to be 2" or larger; or			
3. Fuel gas piping required to be 2" or larger or containing medium or high pressure gas.			
If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows:			
1. Combination waste and vent system	$ 165.00	$ 165.00	
2. Gas system containing an earthquake actuated shutoff valve	$ 58.00	$ 58.00	
3. Chemical waste system	$ 33.00	$ 33.00	
4. Rainwater system	$ 105.00	$ 105.00	
The minimum plan-checking fee (including all surcharges)	$ 136.00	$ 136.00	
For plan checking individual systems not required to be reviewed under subsection 103.11.1 above:			
1. Combination waste and vent system	$ 165.00	$ 165.00	
2. Gas system containing an earthquake actuated shutoff valve	$ 58.00	$ 58.00	
3. Chemical waste system	$ 33.00	$ 33.00	
4. Rainwater system	$ 105.00	$ 105.00	
5. Grey Water system	$ 92.00	$ 92.00	
Exception: Plan check is not required for an earthquake actuated gas shut-off valve if the valve has a pressure loss through it of less than 10 feet of equivalent length of pipe in the line that it is installed.			
In addition to the aforementioned fees, the Building Official may require additional charges for plan check services beyond the initial and second check when such additional work is due to changes, omissions or errors on the part of the plan check applicant.			
The payment of said fees shall not exempt any person from compliance with other provisions of this PPC.	$ 136.00	$ 136.00	

BUILDING & SAFETY			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
E. Mechanical Permit and Plan Check Fees			
General Inspection per Permit (Commercial)			
For the first 1/2 hour, or fraction thereof	$ 60.00	$ 60.00	
Or, for each hour, or fraction thereof	$ 120.00	$ 120.00	
General Inspection per Permit (Residential)			
For the first 1/2 hour, or fraction thereof	$ 60.00	$ 60.00	
Or, for each hour, or fraction thereof	$ 60.00	$ 60.00	
Permits required by this PMC shall, at the time of filing an application therefore, pay a fee as required by this section.			
1. For the issuance of each permit	$ 32.00	$ 32.00	
2. For the installation, alteration or relocation of each refrigeration compressor or absorption unit, and for each fuel-burning furnace, heater, boiler, and vented decorative appliance including vents attached thereto:			
Up to and including 100,000 Btu	$ 26.00	$ 26.00	
More than 100,000 Btu up to and including 500,000 Btu	$ 51.00	$ 51.00	
More than 500,000 Btu	$ 125.00	$ 125.00	
3. For each air inlet and air outlet served by any air conditioning system	$ 5.00	$ 5.00	
Or, when the number of air inlets and outlets is unknown, for each 1,000 square feet or fraction thereof of conditioned area	$ 36.00	$ 36.00	
(NOTE: An air-conditioning system includes heating and/or cooling.)			
4. For the installation, relocation or replacement of each appliance vent installed and not included in any appliance permit	$ 13.00	$ 13.00	
5. For the installation or alteration of each air-handling unit for air conditioning, including ducts attached thereto:			
Up to and including 2,000 cfm:			
Each unit up to 10	$ 13.00	$ 13.00	
Each unit over 10	$ 4.00	$ 4.00	
More than 2,000 cfm to and including 10,000 cfm	$ 39.00	$ 39.00	
More than 10,000 cfm	$ 65.00	$ 65.00	
NOTE: This fee shall not apply to an air-handling unit which is a portion of a factory-assembled air-conditioning appliance for which a permit is required elsewhere in this PMC.			
6. For each evaporative cooler other than portable type	$ 21.00	$ 21.00	
7. For ventilation fans which serve a single register:			
Each fan up to 10	$ 15.00	$ 15.00	
Each fan over 10	$ 6.00	$ 6.00	
8. For each ventilation system that is not a portion of any air-conditioning system for which a permit is required elsewhere in this PMC	$ 34.00	$ 34.00	
For the installation of each commercial kitchen hood, or product-conveying duct system, served by mechanical exhaust, including the fans and ducts attached thereto	$ 70.00	$ 70.00	
1. Spray booth	$ 70.00	$ 70.00	
2. Duct Detector	$ 10.00	$ 10.00	
3. For the installation of each fire damper	$ 11.00	$ 11.00	
4. For the alteration of an existing duct system for which a permit is not required elsewhere in this PMC	$ 8.00	$ 8.00	
Mechanical Plan Check Fees			
1. Installations where the aggregate Btu input capacity for either comfort heating or comfort cooling is more than 500,000 BTU. Plans shall detail all the mechanical systems, including comfort heating systems, comfort cooling systems, refrigeration systems and ventilation systems and hoods.			
2. Installations of the following individual systems:			
(i) Food processing establishment containing a commercial-type I or II hood;			
(ii) Garage ventilation systems installed in compliance with the provisions of the Palmdale Building Code;			
(iii) Stair pressurization systems installed in compliance with the provisions of the Palmdale Building Code;			
(iv) Product conveying duct systems installed in compliance with Chapter 5 of this PMC;			

BUILDING & SAFETY			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
(v) Tenant improvement installations requiring review to verify compliance with the State's Energy Regulations.			
When a building permit is not required for that work the plan check fee shall be $28.00/1000 square feet of conditioned space;	$ 28.00	$ 28.00	
provided however, the minimum fee	$ 55.00	$ 55.00	
Direct-fired gas makeup and industrial air heaters			
The installer shall submit plans showing the proposed installation, indicating the location of the heater and such accessories as may be required to ensure the proper and safe performance of its function.			
A plan-checking fee shall be paid to the Mechanical Official at the time of submitting the plans and specifications. Said fee shall be:			
The fee shall be equal to 50 percent of the required mechanical permit fee as set forth in the PMC.	50% plan check fee	50% plan check fee	
EXCEPTION: Identical appliances of 100,000 Btu or less, installed in a single building:			
Up to and including 10, 50 percent of permit fee			
For each appliance over 10, an additional 5 percent of its permit fee			
If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows:			
(i) Food processing establishments containing a commercial type I or II hood	$ 167.00	$ 167.00	
(ii) Garage ventilation systems installed in compliance with the provisions of Title 26 of the Palmdale City code	$ 167.00	$ 167.00	
(iii) Stair pressurization systems installed in compliance with the provisions of Title 26 of the Palmdale City code	$ 167.00	$ 167.00	
(iv) Product conveying systems installed in compliance with Chapter 5 of this PMC	$ 167.00	$ 167.00	
The minimum plan checking fee shall be	$ 136.00	$ 136.00	
In addition to the aforementioned fees, the Mechanical official may require additional charges at the rate listed per hour for plan check services beyond the initial and second check when such additional work is due to changes, omissions or errors on the part of the plan check applicant. The payment of said charges shall not exempt any person from compliance with other provisions of the PMC.	$ 136.00	$ 136.00	
Building Codes Bail Schedule			
Building Code 8.04.220 PMC Violations and Penalties Building Code Chapter 70, Excavation and Grading	$100.00 - $500.00	$100.00 - $500.00	
8.04.290 PMC	$100.00 - $500.00	$100.00 - $500.00	
Electrical Code 8.04.390 PMC Violations and Penalties	$100.00 - $500.00	$100.00 - $500.00	
Electrical Code 8.04.370 PMC Permits and Inspection Procedures	$100.00 - $500.00	$100.00 - $500.00	
Housing Code 8.04.820 PMC Violations and Penalties	$100.00 - $500.00	$100.00 - $500.00	
Mechanical Code 8.04.720 PMC Penalties and Violations	$100.00 - $500.00	$100.00 - $500.00	
Plumbing Code 8.04.620 PMC Violations and Penalties	$100.00 - $500.00	$100.00 - $500.00	
Residential Rental Unit Inspection			
Multi-Family	$ 89.40	$ 89.40	
Single Family	$ 178.70	$ 178.70	
Review of Site-Remedial Investigation and Cleanup Plan, Initial Deposit	$ 440.00	$ 440.00	

BUSINESS LICENSE			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
Business License Research Fee	$ 36.26	$ 36.26	per hour
Business License Taxes:			
Classification "A" - Services Industries			
Annual Tax	$ 25.00	$ 25.00	
Semi-Annual Tax	$ 15.00	$ 15.00	
Tax Per Employee	$ 3.00	$ 3.00	
Classification "B" - Retail, Wholesale, Manufacturing			
Annual Tax	$ 25.00	$ 25.00	
Semi-Annual Tax	$ 15.00	$ 15.00	
Tax Per Employee	$ 3.00	$ 3.00	
Classification "C" - Contractors			
Contractors A or B	$ -	$ -	
Annual Tax	$ 150.00	$ 150.00	
Semi-Annual Tax	$ 100.00	$ 100.00	
Quarterly Tax	$ 60.00	$ 60.00	
Contractors C or D			
Annual Tax	$ 50.00	$ 50.00	
Semi-Annual Tax	$ 30.00	$ 30.00	
Quarterly Tax	$ 20.00	$ 20.00	
Classification "D" - Professionals			
Annual Tax Per Professional Employee	$ 45.00	$ 45.00	
Semi-Annual Tax Per Professional Employee	$ 28.00	$ 28.00	
Tax Per Non-Professional Employee	$ 5.00	$ 5.00	
Classification "E" - Residential Property - Renting & Leasing			
Tax for four (4) units	$ 25.00	$ 25.00	
Tax per unit for each additional unit	$ 3.00	$ 3.00	
Classification "F" - Commercial Property - Renting & Leasing			
Tax per unit for each additional unit	$ 10.00	$ 10.00	
Classification "G" - Agencies, Lenders, Brokerages, and other similar services			
Annual Tax Per Broker	$ 45.00	$ 45.00	
Annual Tax Per Agent	$ 25.00	$ 25.00	
Tax Per Employee of Broker or Agent	$ 3.00	$ 3.00	
Classification "I" Swap Meet			
Flat Tax Per Year	$ 400.00	$ 400.00	
Classification "J" - Race Track			
Flat Tax Per Year	$ 175.00	$ 175.00	
Flat Tax Per Year	$ 50.00	$ 50.00	
Classification "K" - Vehicles			
Tax Per Food Vehicle	$ 50.00	$ 50.00	
Tax Per Junk Vehicle	$ 50.00	$ 50.00	
Tax Per Retail, Wholesale, or Service Vehicle	$ 50.00	$ 50.00	
Tax Per Delivery Vehicle	$ 25.00	$ 25.00	
Tax Per Tow Truck	$ 50.00	$ 50.00	
Tax Per Taxi	$ 25.00	$ 25.00	
Classification "L" - Entertainment and Amusement			
Flat Tax Per Year	$ 25.00	$ 25.00	
Classification "M" - Advertising Medium			
Tax Per Advertising Bench	$ 10.00	$ 10.00	
Tax Per Billboard	$ 100.00	$ 100.00	
Searchlight Tax - per day	$ 10.00	$ 10.00	
Tax Per Commercial Sound-Truck	$ 175.00	$ 175.00	
Tax Per Non-Commercial Sound-Truck	$ 40.00	$ 40.00	
Classification "N" - News Racks			Applicable tax based upon gross receipts
Classification "O" - Amusement Devices and Video Machines			Applicable tax based upon gross receipts
Classification "P" - Vending Machines			Applicable tax based upon gross receipts
Classification "Q" Bowling Alley			
Flat Tax	$ 400.00	$ 400.00	
Tax Per Alley	$ 15.00	$ 15.00	
Classification "R" - Antique Mall			
Flat Tax Per Year	$ 400.00	$ 400.00	
Tax Per Employee	$ 3.00	$ 3.00	
Classification "S" - Launderette and Self-Service Dry			
Cleaners			Applicable tax based upon gross receipts
Classification "T" - Public Storage			
Tax for four (4) units or RV Storage space	$ 25.00	$ 25.00	
Tax per unit for each additional unit/space	$ 3.00	$ 3.00	
Classification "U" Mobile Recycling Units			
Tax for five (5) units	$ 25.00	$ 25.00	

EXHIBIT (B)

BUSINESS LICENSE			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
Tax per unit for each additional unit	$ 1.00	$ 1.00	
Miscellaneous Business License Fees			
New Business Report	$ 10.36	$ 10.36	per month
Partial Business Listing	$ 41.44	$ 41.44	
Full Business Listing	$ 77.70	$ 77.70	
Business Permits			See Exhibit C for fee detail
Business Permit Background			
Investigation	$ 88.06	$ 88.06	per investigation
Business Permit Identification Badge	$ 5.18	$ 5.18	per badge
Business Permit Modification			50% of original fee (maximum $56)
Business Registration Annual Renewal	$ 15.54	$ 15.54	per renewal
Change Of Business License	$ 15.54	$ 15.54	
Collection Agency Processing Fee For			
Delinquent Account	$ 15.54	$ 15.54	
Duplicate Business License/Sticker	$ 15.54	$ 15.54	per duplicate
Gross Receipt Tax			
$0.00 - $25,000	$ 25.00	$ 25.00	
$25,001 - $75,000	$ 75.00	$ 75.00	
$75,001 - $125,000	$ 125.00	$ 125.00	
$125,001 - $250,000	$ 175.00	$ 175.00	
$250,001 -	$ 250.00	$ 250.00	

BUSINESS PERMITS			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
Business Permit Fees For Specific Businesses			
**(excluding #24-Tobacco/Smoking Products Retailer)			
Background (Bg) Investigation Fee $85.00	$ 88.06	$ 88.06	
Adult-Oriented Business			
a. Application for Adult-Oriented Business Regulatory Permit	$ 2,590.00	$ 2,590.00	+BG
b. Application for Transfer of Adult--Oriented Business Regulatory Permit	$ 2,331.00	$ 2,331.00	+BG
c. Application for Adult-Oriented Business Entertainer Permit	$ 58.02	$ 58.02	+BG
d. Annual renewal for Adult-Oriented Business Entertainer Permit	$ 45.58	$ 45.58	+BG
Ambulances And Ambulance Technicians			
a. Application for Ambulance Operator Permit	$ 129.50	$ 129.50	
b. Annual renewal of Ambulance - Operator Permit	$ 129.50	$ 129.50	
c. Ambulance Driver/Attend ant Permit	$ 25.90	$ 25.90	
d. Annual renewal for Ambulance Driver/Attendant Permit	$ 25.90	$ 25.90	
Billiards			
a. Application for Permit for Billiard Club of Public Billiard Room	$ 181.30	$ 181.30	
b. Annual renewal of permit	$ 155.40	$ 155.40	
Bingo			
a. Application for permit	$ 50.00	$ 50.00	
b. Annual renewal of permit	$ 50.00	$ 50.00	
Carnivals And Concessions			
a. Application for permit			
i. For the first day	$ 376.07	$ 376.07	
ii For each additional day	$ 97.38	$ 97.38	
Dance Halls And Dances			
a. Application for Permit to Operate a Public or Private Dance Hall	$ 207.20	$ 207.20	
b. Annual renewal of Permit to Operate a Public or Private Dance Hall	$ 181.30	$ 181.30	
c. Application for Permit by other than a Permit of a Public or Private Dance Hall to Conduct a Public, Private, Special, or Youth Dance	$ 103.60	$ 103.60	per day
Entertainment			
a. Application for permit	$ 284.90	$ 284.90	
b. Annual renewal of permit	$ 181.30	$ 181.30	
c. Application for one-day Entertainment Permit	$ 103.60	$ 103.60	
Fireworks Booth			
a. Application for permit	$ 227.92	$ 227.92	
b. Public Safety enforcement	$ 518.00	$ 518.00	
Game Arcades			
a. Application for permit	$ 181.30	$ 181.30	
b. Annual renewal of permit	$ 155.40	$ 155.40	
c. The Applicable tax per machine shall be based upon the gross receipts as set forth in subsection Y.22 herein			
Gun Dealers			
a. Application for permit	$ 284.90	$ 284.90	
b. Annual renewal of permit	$ 155.40	$ 155.40	
Health Clubs			
a. Application for permit	$ 376.07	$ 376.07	
b. Annual renewal of permit	$ 350.17	$ 350.17	
House And Street Numbering			
a. Application for permit	$ 51.80	$ 51.80	+BG
b. Annual renewal of permit	$ 51.80	$ 51.80	+BG
Hypnotist			
a. Application for permit	$ 284.90	$ 284.90	+BG
b. Annual renewal of permit	$ 181.30	$ 181.30	+BG
Locksmith			
a. Application for permit	$ 181.30	$ 181.30	
b. Annual renewal of permit	$ 155.40	$ 155.40	
Massage Establishments And Massage Technicians			
a. Application for Massage Establishment Permit	$ 2,590.00	$ 2,590.00	+BG
b. Annual renewal of a Massage Establishment Permit	$ 2,331.00	$ 2,331.00	+BG
c. Application for Massage Technician Permit	$ 58.02	$ 58.02	+BG
d. Annual renewal of Massage Technician Permit	$ 45.58	$ 45.58	+BG
e. If CAMTC Certificate - exempt from business permit but must obtain business license			
Motion Picture Theater			
a. Application for permit	$ 376.07	$ 376.07	

BUSINESS PERMITS			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
b. Annual renewal of permit	$ 376.07	$ 376.07	
Pawnbrokers			
a. Application for permit	$ 181.30	$ 181.30	+BG
b. Annual renewal of permit	$ 181.30	$ 181.30	+BG
Secondhand Dealers			
a. Application for permit	$ 181.30	$ 181.30	+BG
b. Annual renewal of permit	$ 181.30	$ 181.30	+BG
Peddlers Permit			
a. Peddlers Permit - New	$ 77.70	$ 77.70	+BG
b. Peddlers Permit - Annual Renewal	$ 77.70	$ 77.70	+BG
Solicitor's Permit			
a. Solicitor's Permit - New	$ 77.70	$ 77.70	+BG
b. Solicitor's Permit - Annual Renewal	$ 77.70	$ 77.70	+BG
Private Patrol Service			
a. Application for permit	$ 181.30	$ 181.30	
b. Annual renewal of permit	$ 155.40	$ 155.40	
Family Enteratinment Permit (per PMC)			
a. Application for permit	$ 181.30	$ 181.30	
b. Annual renewal of permit	$ 155.40	$ 155.40	
Taxicabs And Taxicab Drivers			
a. Application for permit	$ 492.10	$ 492.10	
b. Application for permit modification	$ 58.02	$ 58.02	
c. Annual renewal of permit	$ 414.40	$ 414.40	
d. Application for Taxicab Driver's Permit	$ 51.80	$ 51.80	+BG
e. Annual renewal of Taxicab Driver's Permit	$ 51.80	$ 51.80	+BG
f. Application for change in location or for additional taxicab stands	$ 51.80	$ 51.80	+BG
g. Annual fee for each authorized taxicab stand	$ 51.80	$ 51.80	
Tow Trucks			
a. Application for permit	$ 51.80	$ 51.80	+BG investigation fee per driver
b. Annual renewal of permit	$ 51.80	$ 51.80	+BG investigation fee per driver
Tobacco/Smoking Products Retailer (Gis Fee Applies)			
a. Application for permit	$ 362.60	$ 362.60	+GIS Fee
b. Annual renewal of permit	$ 362.60	$ 362.60	+GIS Fee
Miscellaneous Business Permit Fees			
a. Issuance of duplicate permit	$ 15.54	$ 15.54	
b. Application for Manager's Permit	$ 36.26	$ 36.26	+BG
c. Annual renewal of Manager's Permit	$ 36.26	$ 36.26	+BG
d. Application for permit modification			50% of original application up to $56
e. Public notification	$ 200.00	$ 200.00	
f. Identification badge	$ 5.18	$ 5.18	
g. Business License Application Procedure Fee			
1. New application	$ 51.80	$ 51.80	
2. Annual Renewal	$ 15.54	$ 15.54	
Manager's Business Permit			
New Or Renewal	$ 36.26	$ 36.26	per application plus the background investigation fee
New Business Registration Processing	$ 51.80	$ 51.80	per application
Public Notification	$ 200.00	$ 200.00	per publication
Temporary License	$ 15.54	$ 15.54	

CITY ATTORNEY			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
City Attorney'S Office			
City Attorney	$ 362.60	$ 362.60	Per hour
Assistant City Attorney	$ 310.80	$ 310.80	Per hour
Deputy City Attorney	$ 233.10	$ 233.10	Per hour
Legal Assistant/Paralegal Or Law Clerk	$ 103.60	$ 103.60	Per hour
Administrative Assistant Or Office Assistant	$ 77.70	$ 77.70	Per hour
Matters referred to outside counsel or contract counsel for handling will be charged at the rate(s) then in effect.			
Facilities Use And Special Event Liability Insurance Coverage			
The City requires all facility users, vendors, entertainers, and performers to meet the City's minimum insurance requirements. If they cannot obtain their own insurance, they may qualify to purchase insurance by applying on-line at www.2sparta.com. Insurance premiums for individual certificate holders will be determined by the exposure and number of attendees at the event.			
Special Agreements			
1. Affordable Housing Agreement	$ 3,708.88	$ 3,708.88	plus City Attorney's actual hourly costs (see above)
2. Industrial Development Bonds Agreement	$ 3,708.88	$ 3,708.88	plus City Attorney's actual hourly costs (see above)
Special Event Liability Insurance Certificates			
Low Hazard	$ 25.90	$ 25.90	
Medium, Moderate, High Hazards	$ 51.80	$ 51.80	

CITY CLERK			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
Agendas	$ -	$ -	No Charge
Computer Generated Data	$ 5.18	$ 5.18	Per Cd Plus $35.00/Hr (Charged to the Nearest Quarter Hour)
Document Reproduction			
Other Documents Prepared By Or For City			Cost of Reproduction
Photocopies	$ 0.26	$ 0.26	Per Copy
Filing of Notice of Intent to Circulate Initiative Petition	$ 207.20	$ 207.20	Per Initiative Petion*
**To Be Refunded If Sufficiency of Petition Is Certified Within One Year of Filing*			
Minutes of Any Specific Agency	$ 51.80	$ 51.80	Annually
Municipal Code Book Document Fee	$ 129.50	$ 129.50	
Postage			Cost of Postage
Recorded Media of Public Meetings	$ 1.04	$ 1.04	per tape or CD
Statements of Economic Interests and Campaign Statements	$ 0.10	$ 0.10	Per Page*
**A retrieval fee of up to $5.00 Per request for copies of statements which are five or more years old.*			
Surveillance Camera Video Footage			
Media Data Storage			At Cost
Staff Time	$ 92.62	$ 92.62	per 15 minutes of video

EXHIBIT (F)

CODE ENFORCEMENT			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
Abatement of Wrecked, Inoperative, Dismantled or Abandoned Vehicles	$ 1,735.00	$ 1,735.00	per vehicle
Basketball Hoop Removal	$ 125.00	$ 125.00	per removal
Code Enforcement Inspections			
Inspection Of Premises To Verify Code Compliance	$ 100.00	$ 100.00	per inspection
Inspection Of Declared Substandard Properties	$ 100.00	$ 100.00	per inspection
Weekend Or After Hours Inspection	$ 100.00	$ 100.00	per inspection
Code Enforcement Warrant Filing	$ 680.00	$ 680.00	per warrant
Emergency Pool Abatement	$ 1,000.00	$ 1,000.00	per abatement
Food Cart Abatement Or Conveyance	$ 207.20	$ 207.20	
Illegal Sign Removal			
Cardboard Sign	$ 10.00	$ 10.00	per sign
Installed Sign Structure	$ 10.00	$ 10.00	per sign
Storage	$ 5.00	$ 5.00	per day storage
Temporary Commercial Sign	$ 10.00	$ 10.00	per sign
Wood Commercial Sign	$ 10.00	$ 10.00	per sign
Investigation Photographs	$ 2.07	$ 2.07	per photo
Property Owner Computer Research	$ 35.00	$ 35.00	per property
Substandard Property Declaration	$ 405.00	$ 405.00	per declaration
Substandard Property Termination	$ 405.00	$ 405.00	per termination
Special Assessment Lien	$ 405.00	$ 405.00	per declaration
Special Assessment Lien Termination	$ 405.00	$ 405.00	per termination
Summary Abatement	$ 860.00	$ 860.00	per abatement
Vacant And Abandoned Properties			
Registration Fee	$ 330.00	$ 330.00	per house, per year

EXHIBIT (G)

ECONOMIC DEVELOPMENT			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
Filming Fees			
Deposit	Up to $500	Up to $500	Dependent upon type and length of project
Filming Permit Processing Fee	$ 155.40	$ 155.40	plus staff hourly costs outside of normal business hours
Rental Rate	$ 31.08	$ 31.08	Per Hr. *For a facility not specifically listed in the Fee Schedule
Staff			Actual hourly costs

ENGINEERING			
DESCRIPTION	FY 2022 Adopted Fee	FY 2023 Proposed Fee	COMMENTS
Annual Utility Permit	$ 350.00	$ 350.00	
As-Built Plan Review	$ 300.00	$ 450.00	per plan
Assessment District Formation			
Landscape District	$1,595 + Outside Costs	$1,595 + Outside Costs	
Streetlight District	$1,595 + Outside Costs	$1,595 + Outside Costs	
Block Party Encroachment Permit	$200 + Permit Fee	$ 720.00	processing fee
Bond Processing	$ 960.00	$ 1,960.00	per application
Borrow Site Plan Review/Inspection	$ 700.00	$ 940.00	
Certificate Of Compliance	$ 400.00	$ 1,440.00	per application
Certificate Of Correction	$ 500.00	$ 650.00	per application
Condemnation	$ 3,000.00	Charge Hourly Rates	per application + legal and consulting costs
Community Facilities District Annexation	-	Charge Hourly Rates	
CLOMR/LOMR Review	$ 950.00	Charge Hourly Rates	
Flood Hazard Certification Review	$ 265.00	$ 1,020.00	
Curb & Gutter Encroachment Permit			
0-50LF	$ 250.00	$ 250.00	
each Additional 50 LF	$ 20.00	$ 20.00	
Curb Core Encroachment Permit	$ 205.00	$ 205.00	
Deferred Improvement Agreement	$ 225.00	$ 225.00	
Drainage Facilities Reimbursement			
Agreement	$ 850.00	$ 850.00	
Driveway Approach Encroachment Permit			
Residential	$ 300.00	$ 510.00	
Commercial	$ 450.00	$ 660.00	
Encroachment Permit Extension	$85 per application	$85 per application	
Engineering Services, Other	$ 110.00	$ 110.00	
Erosion Control Annual Review	$ 250.00	$ 345.00	per year
Erosion Control Inspection			
0-1,000 CY	$ 230.00	$ 230.00	$110 minimum + Fee
1,001-10,000 CY	$ 230.00	$ 230.00	+$25 per 1,000 CY over 1,000 CY
10,001-50,000 CY	$ 455.00	$ 455.00	+$17 per 1,000 CY over 10,000 CY
50,001-100,000 CY	$ 1,135.00	$ 1,135.00	+$25 per 1,000 CY over 50,000 CY
Over 100,001 CY	$ 2,385.00	$ 2,385.00	+$25 per 1,000 CY over 100,000 CY
Erosion Control Plan Review	7.5% of Grading Plan Check	7.5% of Grading Plan Check	
0-1,000 CY	$ 210.00	$ 210.00	$140 minimum + Fee
1,001-10,000 CY	$ 210.00	$ 210.00	+$19 per 1,000 CY over 1,000 CY
10,001-50,000 CY	$ 381.00	$ 381.00	+$18 per 1,000 CY over 10,000 CY
50,001-100,000 CY	$ 1,101.00	$ 1,101.00	+$14 per 1,000 CY over 50,000 CY
Over 100,001 CY	$ 1,801.00	$ 1,801.00	+$14 per 1,000 CY over 100,000 CY
Final Parcel Map Checking	$5,000 + $50 per Lot	$ 8,215.00	
Final Tract Map Checking	$5,000 + $50 per Lot	$5,000 + $50 per Lot	
5-25 Lots		$ 8,215.00	per map + $156 per lot
26-50 Lots		$ 12,115.00	per map + $127 per lot over 25 lots
51-100 Lots		$ 15,290.00	per map + $106 per lot over 50 lots
> 100 Lots, each additional		$ 5,690.00	
Final Map Amendment	$ 1,000.00	$ 1,000.00	
Landscape Plan Check Review			25% of original plan review fee ($15 minimum per review)
$1-$25,000	$140 + 4% CV	$140 + 4% CV	
$25,000-$50,000	$1,390 + 4% CV	$1,390 + 4% CV	
$50,000-$150,000	$2,990 + 3% CV	$2,990 + 3% CV	
$150,001+	$5,990 + 3% CV	$5,990 + 3% CV	
Landscape Inspection Fees			
$1-$25,000	$110 + 4.5% CV	$110 + 4.5% CV	
$25,000-$50,000	$1,485 + 4% CV	$1,485 + 4% CV	
$50,000-$150,000	$3,860 + 3.5% CV	$3,860 + 3.5% CV	
$150,001+	$6,860 + 3% CV	$6,860 + 3% CV	
Front Yard Landscape Plan Check/Inspection	$640 per application + $155 per lot	$640 per application + $155 per lot	

ENGINEERING			
DESCRIPTION	FY 2022 Adopted Fee	FY 2023 Proposed Fee	COMMENTS
Geotechnical Study Review			
Complex Study	Charge Hourly Basis	Charge Hourly Basis	Actual Costs
Single Family Residential:			
1-4 Lots	$ 280.00	$ 280.00	
5 + Lots	$555 + $35 per Lot	$555 + $35 per Lot	
Commercial:			
Less Than 1 Acre			
0-5 Acres	$ 1,115.00	$ 1,115.00	
5-20 Acres	$ 2,505.00	$ 2,505.00	acres
>20 Acres	Charge Hourly Basis	Charge Hourly Basis	
Grading Permit	$ 110.00	$ 110.00	
Grading Plan Check Fee			
0-50 CY	$ 555.00	$ 555.00	
51-1,000 CY	$ 555.00	$555	+ $103 per 100 CY over 50 CY
1,001-10,000 CY	$ 1,534.00	$1,534	+ $177 per 1,000 CY over 1,000 CY
10,001-50,000 CY	$ 3,127.00	$3,127	+ $113 per 1,000 CY over 10,000 CY
50,001-100,000 CY	$ 7,647.00	$ 7,647.00	+ $70 per 1,000 CY over 50,000 CY
Over 100,001 CY	$ 11,147.00	$ 11,147.00	+ $70 per 10,000 CY over 100,000 CY
Grading Inspection Fee			
0-50 CY	$ 455.00	$ 455.00	grading Permit Fee plus:
51-1,000 CY	$ 455.00	$ 455.00	+ $120 per 100 CY over 50 CY
1,001-10,000 CY	$ 1,595.00	$ 1,595.00	+ $153 per 1,000 CY over 1,000 CY
10,001-50,000 CY	$ 2,972.00	$ 2,972.00	+ $94 per 1,000 CY over 10,000 CY
50,001-100,000 CY	$ 6,732.00	$ 6,732.00	+ $57 per 1,000 CY over 50,000 CY
Over 100,001 CY	$ 9,582.00	$ 9,582.00	+ $57 per 10,000 CY over 100,000 CY
Grant Of Easement Document Review	$ 500.00	$ 1,000.00	per application
Haul Route Review	$75 + Permit Fee	$320 per application Inspection - $85 per day	
Hydrology/Hydraulic Study Review			
<3 hours	$ 415.00	$ 415.00	per study
>3 hours charged	Hourly Rates	Hourly Rates	Hourly Rates
Improvement Agreement Extension	$ 450.00	$ 895.00	per application
Public Improvement Inspection Fees			
$1-$25,000	$110 + 4.5% CV	$110 + 4.5% CV	
$25,000-$50,000	$1,485 + 4.5% CV	$1,485 + 4.5% CV	
$50,000-$150,000	$3,860 + 3.5% CV	$3,860 + 3.5% CV	
$150,001+	$6,860 + 3% CV	$6,860 + 3% CV	
Lien Agreement	-	Charge Hourly Rates	
Lot Line Adjustment	$1,500 + $30 per lot	$ 3,035.00	
Lot Merger	$1,500 + $30 per lot	$ 2,620.00	
Plan Revision			
Minor	$ 215.00	$ 415.00	
Major	$ 650.00	$ 1,115.00	
Mapping Fee	$5.00 + $35 per parcel	$5.00 + $35 per parcel	
Maxicom CCU Review	$345 + $395 per channel	$345 + $395 per channel	per channel
Monitoring Well Encroachment Permit	$ 500.00	$ 685.00	
Monumentation Inspection	-	$240 + $75 per monument	
Native Desert Vegetation In-Lieu	$ 300.00	$ 300.00	per Joshua Tree removal
Native Desert Vegetation Report Review	-	$ 695.00	per report
Native Desert Vegetation Permit	$ 150.00	$ 150.00	per permit
News rack Encroachment Permit			
Annual Renewal	$165 + $70 per device	$165 + $70 per device	per device
New	$355 + $70 per device	$355 + $70 per device	per permit plus $35 per device
Removal And Impound	$ 470.00	$ 470.00	for each device
Parade Permit Processing Fee	$40 + Permit Fees	Residential - $510 Collector/Arterial Street - $1,850	

ENGINEERING			
DESCRIPTION	FY 2022 Adopted Fee	FY 2023 Proposed Fee	COMMENTS
Parkway Drain Encroachment Permit	$ 350.00	$ 650.00	
Public Improvement Plan Check Fees			
$1-$25,000	$140 + 4% CV	$140 + 4% CV	
$25,000-$50,000	$1,390 + 4% CV	$1,390 + 4% CV	
$50,000-$150,000	$2,990 + 3% CV	$2,990 + 3% CV	
$150,001+	$5,990 + 3% CV	$5,990 + 3% CV	
Expedited Plan Check Fee	135% x Standard Fee	135% x Standard Fee	
Plan Imaging	$5 per sheet	$5 per sheet	
Redundant/Overtime Inspection			
Overtime Inspection	Redundant Inspection - Charge Hourly Rate	Redundant Inspection - Charge Hourly Rate	with a 2 hour minimum on weekdays and 4 hours minimum on weekends/nights/holidays
Redundant Inspection	Overtime Inspection - Charge Hourly Rate	Overtime Inspection - Charge Hourly Rate	per hour
Reimbursement Agreement	$ 850.00	Charge Hourly Rates	
Right-Of-Way Vacation	$ 2,000.00	$600 + Charge Hourly Basis	per application
Resident Change of Address	-	$ 265.00	
Street Name Change	$ 720.00	Charge Hourly Rates	
Seismic/Fault Rupture Study Review	Actual Cost of outside Consulting	$1,390 per application + outside costs	
Scaffold/Ped Canopy Encroach Permit	$75 + Permit Fee	$ 355.00	per inspection
Sewer Area Study Review	$ 450.00	$ 555.00	
Sewer Lateral Saddle Connection Inspection	$ 600.00	$ 1,025.00	
Sidewalk Encroachment Permit			
0-50 LF	$ 200.00	$ 200.00	
>50 LF, each additional	$ 30.00	$ 30.00	
Signing & Striping Traffic Plan Review			per plan
2 sheets (min)	$ 800.00	$ 1,185.00	
>2 sheets	$ 125.00	$ 125.00	
Street Striping Traffic Inspection			
Minor	$ 570.00	$ 570.00	
Major	$ 1,065.00	$ 1,065.00	
Stormwater Plan Review/Inspection			
Plan Review	5% of grading plans review fee	5% of grading plans review fee	
Inspection	10% of grading Inspection fee	10% of grading Inspection fee	
Street Lighting Inspection			
1-12 Lights	$ -	$ 930.00	
13-25 Lights	$ -	$ 1,585.00	
26-50 Lights	$ -	$ 2,570.00	
51-100 Lights	$ -	$ 3,720.00	
100+ Lights	$ -	$ 6,020.00	
Street Lighting Plan Review			
1-12 Lights	$ -	$ 810.00	
13-25 Lights	$ -	$ 1,255.00	
26-50 Lights	$ -	$ 2,065.00	
51-100 Lights	$ -	$ 3,240.00	
100+ Lights	$ -	$ 4,720.00	
Street Patch Encroachment Permit			
0-100 SF	$ 300.00	$ 300.00	
101-200 SF, additional	$ 200.00	$ 200.00	
>200 SF	hourly rate	hourly rate	
Street Trench Encroachment Permit			
0-50 LF	$ 300.00	$ 300.00	
51-100 LF, additional	$ 75.00	$75	
101-200 LF, additional	$ 50.00	$50	
201-300 LF , additional	$ 50.00	$50	
Over 300+ LF - Charge Hourly Rates	hourly rate	hourly rate	
Subdivision Improvement Agreement			
Extension	$ 450.00	$ 450.00	
Supplemental Plan Review	25% Original Review Fee	$ -	
Per Study Plan		$ 415.00	
> 3 hrs		hourly rates	
Temporary Encroachment Permit	$ 210.00	$ 210.00	

ENGINEERING			
DESCRIPTION	FY 2022 Adopted Fee	FY 2023 Proposed Fee	COMMENTS
Traffic Control Plan Review			
2 sheets (min)	$ 700.00	$ 1,185.00	per plan
>2 sheets, each additional	$ 125.00	$ 125.00	per plan
Traffic Control Inspection (Non-Eng)			
Commercial & Utility permits only	$ 55.00	$ 55.00	per day
Traffic Control Inspection (Eng)	$95 per day	$95 per day	
Traffic Control Signal Flash			
Minor	$ 280.00	$ 280.00	
Major	hourly rate	hourly rate	
Traffic Study LOS Review 4 or less intersections	$ 2,500.00	$ 3,450.00	
Traffic Study LOS Review 5 or more intersections	$ 4,800.00	$ 6,450.00	
Traffic Study VMT and LOS Review 4 or less intersections	$ 4,500.00	$ 5,950.00	
Traffic Study VMT and LOS Review 5 or more intersections	$ 6,800.00	$ 8,450.00	
Traffic Signal Plan Review	$ 1,500.00	$ 2,290.00	
Traffic Signal Modification Plan Review	$ 1,500.00	$ 2,290.00	
Traffic Signal Inspection	Charge Hourly Basis	Charge Hourly Basis	
Tree Tagging Fee	$ 300.00	$ -	Minimum of one person for 4 hours or
Half-day	$ 600.00	$ 955.00	Minimum of one person for > 4 hours up to a whole day
Full-day	$ 1,200.00	$ 1,545.00	Minimum of two people for one whole day
Wireless Small Cell Ministerial Review	$ 960.00	$ 1,533.00	per application. Verified by Detailed level of effort study
Industrial Wase Annual Inspection	$365 per inspection	$430 per inspection	
Industrial Waste Reinspection	$150 per inspection	$190 per inspection	
Industrial Waste Reinstatement	$ 143.00	$ 165.00	per reinstatement plus Code
New Industrial Waste Inspection	$145 per permit	$290 per permit	

FINANCE			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
Application For Assessment	$ 466.20	$ 466.20	plus $30.00 per divided parcel
Assessment District Formation Fees	Variable	Variable	
Assessment District Payoff	$ 207.20	$ 207.20	*per payoff
**For Assessment Districts Formed After January 1, 1987*			
Credit Card Convenience Fee	2.50%	2.50%	Per Government Code Section 6159 (h).
NSF Check Processing			
First Returned Check	$ 25.90	$ 25.90	
Each Subsequent Returned Check	$ 36.26	$ 36.26	
Tender Of Bonds Fees			
Tender Of Bonds In Payment Of Assessments	$ 518.00	$ 518.00	*plus minimum $550.00; total minimum $1,050.00
Tender Of Bonds In Payment Of Assessments			
Following a Foreclosure Sale	$ 518.00	$ 518.00	*plus minimum $550.00; total minimum $1,050.00
**Per revised tender policies approved by Council on July 10, 2002, $500 City fee per tender per assessment district, plus NBS fee per tender, per assessment district of 1% of bond tender amount, plus $500 for tenders of $20,000 or less, plus $1,000 for tenders of $25,000 or more, plus $100 per parcel after 3 parcels*			

GIS			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
GIS Processing Fees will be applied to items within the following sections and ordinance to develop, monitor, and manage the City's			
GIS system:			
Building & Safety			
All permitting, plan checking, inspection, and processing fees adopted by City Ordinance or this section	$ -	5% of total fee	
Engineering			
All engineering fees and traffic plan reviews adopted by City ordinance or this se	$ -	5% of total fee	
Planning			
Annexation, Conditional Use Permit (CUP), Development Agreement, Environmental Impact Report (EIR), General Plan Amendment, Major Modifications, Planned Development, Reclamation Plan, Site Plan Review, Specific Plan, Subdivision Development Plan Review, Tentative Parcel Map, Tentative Tract Map, Zone Change and Zoning Ordinance amendment.	$ -	5% of total fee	
Custom GIS Data Sets	$ 22.02	$ 22.02	per 1/4 hour
GIS Data Creation	$ 22.02	$ 22.02	per 1/4 hour
GIS Printout			
8 1/2 X 11	$ 0.26	$ 0.26	each
11 X 17	$ 0.36	$ 0.36	each
24 X 36	$ 5.70	$ 5.70	Coated paper
	$ 5.70	$ 5.70	Glossy paper
36 X 48	$ 14.50	$ 14.50	Coated paper
	$ 9.84	$ 9.84	Glossy paper
36 X 68	$ 21.76	$ 21.76	Coated paper
	$ 12.95	$ 12.95	Glossy paper
Custom Large Format Size (36" Max Height)	$ 27.97	$ 27.97	Sq. Ft. Coated plus paper
	$ 1.04	$ 1.04	per map
	$ 1.55	$ 1.55	Sq. Ft. Glossy plus paper
	$ 2.59	$ 2.59	per map
	$ 5.96	$ 5.96	
Media And Mailing			
Blank Cd-R	$ 0.52	$ 0.52	
Jewel Case	$ 0.52	$ 0.52	
Media Envelope	$ 1.74	$ 1.74	
Postage	-	-	current postage rate

NEIGHBORHOOD SERVICES			
Description	**FY 2022 Adopted Fee**	**FY 2023 Proposed Fee**	**Comments**
Administrative Penalties			
Administrative Citations: Dust Control Requirements, Unpermitted use of Safe and Safe Fireworks, Construction Noise at Prohibited Times, Failure to register or maintain abandoned properties, Loud Parties			
Municipal Code Standard Fine			
Except as otherwise specifically set forth, the Administrative Citation Fine amount imposed pursuant to Chapter 1.12 of the Municipal Code for a violation of the Palmdale Municipal Code by a person shall be:			
First	$ 100.00	$ 100.00	plus $25 late fee if applicable
Second	$ 200.00	$ 200.00	plus $50 late fee if applicable
Third	$ 500.00	$ 500.00	plus $125 late fee if applicable
For violations of the following codes:			
a. 8.04.265-703.9 of Section Dust Control requirements;			
b. 8.04.430 A and B "Safe & Sane" Fireworks on dates and times other than permitted;			
c. 8.28.030 Construction Noise at Prohibited Times;			
d. Chapter 8.38 Failure to register or maintain abandoned properties;			
e. 9.18.030 Loud Parties			
First	$ 500.00	$ 500.00	plus $125 late fee if applicable
Second	$ 1,000.00	$ 1,000.00	plus $250 late fee if applicable
Third	$ 2,500.00	$ 2,500.00	plus $625 late fee if applicable
Administrative Citations: Illegal Fireworks, Illegal Dumping, Graffiti			
For violations of the following codes:			
a. 8.04.430 C, 8.04.440, and 8.04.450 Illegal Fireworks			
b. 8.36.080 Illegal Dumping;			
c. 9.30.050 Graffiti			
First	$ 2,500.00	$ 2,500.00	plus $625 late fee if applicable
Second	$ 5,000.00	$ 5,000.00	plus $1,250 late fee if applicable
Third	$ 10,000.00	$ 10,000.00	plus $2,500 late fee if applicable
Repeat Violations:			
The administrative citations fine amount of a second and third violation of the same Code provision by the same responsible party within one (1) year or three (3) years, as it applies to the violation, from the date of administrative citation shall equal a higher fine amount than is listed in this Resolution for a first violation of that Municipal Code section at the time of the second or third violation.			
Late Payment Charges:			
Payment of the administrative citation fine amount after twenty (20) days from the date of the administrative citation shall be subject to an additional late payment charge. The late payment charge shall equal twenty-five percent (25%) of the administrative citation fine amount due to the City. Late payment charges shall be in addition to the amount of the administrative citation amount.			
Collections Charge:			
In the event the City incurs costs to collect unpaid monies due to , inclusive of late payment charges, the collections charge shall equal thirty-five percent (35%) of the total amount due. The collections charge shall be in addition to the amount of administrative citations fine amount and the late payment charges.			
Animal Care And Control			
Cat License Fees:			
Unaltered	$ 10.00	$ 10.00	
Unaltered Late Fee	$ 10.00	$ 10.00	
Spayed or Neutered	$ 5.00	$ 5.00	
Spayed or Neutered Late Fee	$ 5.00	$ 5.00	
Delinquency Charge			equal to amount of licensing
Dog License Fees: Unaltered			
Unaltered	$ 60.00	$ 60.00	
Unaltered Late Fee	$ 60.00	$ 60.00	
Spayed or Neutered	$ 20.00	$ 20.00	
Spayed or Neutered Late Fee	$ 20.00	$ 20.00	
Field Enforcement	$ 40.00	$ 40.00	
Senior Citizen Owner	$ 7.50	$ 7.50	
Senior Citizen Owner Late Fee	$ 7.50	$ 7.50	
Graffiti Abatement/Restitution Fee (per incident) Welfare & Institutions Code Section 742.14(c)	$ -	$ -	Actual Cost of Graffiti Abatement Required
LASD Graffiti Investigator Fee (per incident) Welfare & Institutions Code Section 742.14(b)	$ -	$ -	Actual cost of Graffiti removal and time spent
Parking Penalty Schedule	-	-	See Schedule A
Parking Violation Notice Copy	$ 2.07	$ 2.07	
Vehicle Tow Release Administrative Fee	$ 96.35	$ 93.00	
Rent Control			
Mobile home Space Rent Control Registration Fee	$ 5.00	$ 5.00	Annual per space under Rent Control
Mobile Home Rent Increase Applications And Appeals Filing Fee			
Fee For Appeal to Hearing officer	$ 3,108.00	$ 3,108.00	Initial Deposit*

NEIGHBORHOOD SERVICES			
Description	**FY 2022 Adopted Fee**	**FY 2023 Proposed Fee**	**Comments**
**Initial Deposit Must Be Concurrently Paid By the Appellant With the Filing of the appeal and unused portion will be refunded following the Hearing Officer's final decision on the appeal. The appellant(s) shall be required to submit additional deposit(s) to the City based on estimates provided by the Hearing Officer and City Staff within five days of notification by the Department of Neighborhood Services of any additional estimated costs. If the Park Owner and Park Resident(s) both file an appeal of the board's decision (regardless of whom files the appeal first), the required deposit(s) shall be split equally between the appealing parties. The Hearing Officer may include an award of costs and expenses to the successful party on the appeal in accordance with PMC 5.44.100(D)*			
Filing Fee For Application For Special	$ 3,108.00	$ 3,108.00	Initial Deposit*
Rent Increase			
**Initial deposit must be paid by the Park Owner concurrently with the filing of the special rent increase application. Any unused portion will be refunded following the board's final decision. The Applicant shall also be required to submit additional deposit(s) (determined based on staff estimates) prior to commencement of the Board's Hearing on the application.*			

PARK & RECREATION			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
Definitions:			
1. Agencies with proof of Internal Revenue Code IRC 501 (c) (3) (4) (5) and (6) are considered non-profits.			
2. Commercial use is defined as an event held for the purpose of generating monetary gain for the event sponsor(s).			
3. Direct program costs are exclusively incurred as a result of the program and are frequently variable, adjusting as program participation varies. Direct cost examples include part-time personnel, supplies, contract services and equipment.			
4. Indirect program costs that are shared among several programs and are necessary to execute general day-to-day operations. Indirect cost examples include personnel overhead, utilities and custodial expenses. Indirect costs are not considered as fees and charges are determined.			
Policies			
1. Non-profit with verifiable status of IRC 501 (c) (3) (4) (5) or (6) are eligible for a 25% facility reservation rate reduction. Unless otherwise specified, facility reservation fees that are eligible for a rate reduction are noted by an 8. Rate reductions do not apply to personnel fees, facility deposits or equipment rental.			
2. Unless otherwise specified, the rate for use of facilities for commercial purposes shall be charged at 200% of the hourly reservation fee, in addition to 5% gross admission ticket sales and gross alcohol sales. These fees may be reduced or waived if the applicant can demonstrate that residents of the City of Palmdale benefit from the use of facilities or the services being provided.			
3. Unless otherwise specified, set-up and clean-up charges are comprised of applicable facility hourly reservation rates.			
4. Park parking lots are generally not available for exclusive use reservations. If exclusivity can be accommodated and if parking fees are charged by the renter, 25% of parking fees collected are to be paid to the City.			
5. Parks & Recreation program and service fees are established by following specified cost recovery policies. Fees and charges are determined by identifying direct costs if providing services and apply the cost recovery goals stated below. Direct program costs are referenced in the definitions section. It is widely accepted that park and recreation systems are publicly financed, and therefore offer free or affordable services. The level of program subsidy will be based on an assessment of the community or social benefit, local market and economic conditions. As services have a greater appeal to individuals or groups of individuals, it is appropriate to charge fees for the services at an increasing rate of cost recovery. Cost recovery target categories include: Community Benefit/Access, free; Community Benefit, 0-25%; Balanced Beneficiaries, 25-50%; Substantial Individual Benefit, 50-75%; Exclusive Individual Benefit, 75-100%. Cost recovery categories are further defined in Exhibit L-1.			
General Fees			
1. Unless otherwise specified, a special event application processing fee of $250 may be charged for staff services required to process the application, which may include coordination with other City departments, or State and County government agencies. The fee is non-refundable and does not guarantee approval of the application.			
2. Unless otherwise specified, fees for personnel shall be calculated at hourly rate for staff wages, plus 45% for full-time benefits or 15% for part-time benefits and a 25% administrative fee. Unless the use warrants otherwise, staff will be scheduled to be on-site one-half hour before and after use.			
Barrel Springs Equestrian Arena			
Administrative Fee	$ 25.90	$ 26.00	
Arena Use Fee			
Profit events, full day	$ 129.50	$ 129.50	per day
Profit events, half day (6-hours or less)	$ 72.52	$ 72.75	
Overnight Camping	$ 10.36	$ 10.50	per vehicle
Security Deposit	$ -	$ -	
Commercial/For-profit event	$ 259.00	$ 259.00	
* Basketball Court			
Basketball Court	$ 19.68	$ 19.75	Per hour
Basketball Court with Lighting	$ 24.86	$ 25.00	Per hour
* Chimbole Cultural Center			
During posted facility operating hours, room rental rates are waived for IRC 501 (C) (3) (4) (5) and (6) non-profits.			
Ballroom - rehearsals, setup and cleanup	$ 73.56	$ 73.75	Per hour
Ballroom - with kitchen and stage	$ 203.06	$ 203.25	Per hour
Ballroom - with kitchen or stage	$ 193.73	$ 193.75	Per hour
Champagne Fountain	$ 36.26	$ 36.50	per day
Coffee Pot (30-cup)	$ 12.43	$ 12.50	per day per pot
Coffee Pot (100-cup)	$ 20.72	$ 20.75	per day per pot
Concert Grand Piano	$ 155.40	$ 155.50	per hour
Dance Floor	$ 195.80	$ 196.00	per day
Microphones	$ 33.15	$ 33.25	per day
Piano Tuning	$ 22.79	$ 23.00	plus cost of tuning
Projections System	$ 310.80	$ 311.00	per day
Security Deposit			
Birthday celebrations for minors	$ 750.06	$ 750.25	
Downstairs parties	$ 144.00	$ 144.00	
No alcohol	$ 415.44	$ 415.50	
Serving alcohol	$ 750.06	$ 750.25	
Sound System	$ 110.85	$ 111.00	per day
Spotlight	$ 41.44	$ 41.50	per day
Table service			
50-100 guests	$ 207.20	$ 207.25	plus $21 per hour for staffing
101-200 guests	$ 259.00	$ 259.00	plus $21 per hour for staffing
201-300 guests	$ 310.80	$ 311.00	plus $21 per hour for staffing
Television with VCR/DVD	$ 51.80	$ 52.00	per day

PARK & RECREATION			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
Joshua Room	$ 48.69	$ 48.75	Per hour
Lilac Room	$ 48.69	$ 48.75	Per hour
Manzanita Room	$ 183.37	$ 183.50	Per hour
Primrose Room	$ 48.69	$ 48.75	Per hour
Poncitlan Conference Room	$ 48.69	$ 48.75	Per hour
* Desert Sands Park			
Community Building	$ 39.37	$ 39.50	Per hour
Concession stand	$ 10.36	$ 10.50	per hour
Electricity Outside	$ 13.47	$ 13.50	per hour
Pavilion - 50 guests or less	$ 39.37	$ 39.50	per hour
Pavilion - 51+ guests	$ 51.80	$ 52.00	per hour
Security Deposit	$ 144.00	$ 144.00	
Drytown Water Park			
Locker	$ 6.22	$ 6.25	deposit plus $1.00 refund upon key return
Park Buyout - In Season			
500 guests or less	$ 5,698.00	$ 5,698.00	
501-1,500 guests	$ 5,698.00	$ 5,698.00	plus $4.00 per person
Park Buyout - Out of Season			
500 guests or less	$ 233.10	$ 233.25	per hour plus expenses
501-750 guests	$ 284.90	$ 285.00	per hour plus expenses
751-1,000 guests	$ 362.60	$ 362.75	per hour plus expenses
Pavilion	$ 77.70	$ 77.75	7 hours daily
Pavilion area-3 pavilions	$ 222.74	$ 222.75	7 hours daily
Security Deposit	$ 1,036.00	$ 1,036.00	
Luma Tube Rental	$ -	$ 10.00	7 hours daily
Lounge Cabana Rental	$ -	$ 40.00	7 hours daily
Cabana Rental	$ 82.88	$ 80.00	7 hours daily
* Legacy Commons			
Facility provides services to seniors who are 55 years of age and older; during facility operating hours reserved use is not permitted.			
Activity Room 1, 2, or 3	$ 39.37	$ 39.50	per hour
Auditorium	$ 92.20	$ 92.25	per hour
Auditorium & Nutrition Hall with Kitchen and stage	$ 193.73	$ 193.75	per hour
Coffee Pot (42-cup)	$ 12.43	$ 12.50	per day
Coffee Pot (100-cup)	$ 20.72	$ 20.75	per day
Nutrition Hall	$ 92.20	$ 92.25	per hour
Overhead projector with screen	$ 43.51	$ 43.75	per day
Patio	$ 39.37	$ 39.50	per hour
Security Deposit			
Activity Room or patio use	$ 144.00	$ 144.00	per hour
Auditorium & Nutrition Hall - no alcohol	$ 415.44	$ 415.50	
Birthday celebrations for minors	$ 750.06	$ 750.25	
Serving alcohol	$ 750.06	$ 750.25	
Setup/teardown of Auditorium and Nutrition Hall	$ 73.56	$ 73.75	per hour
Sound System with one microphone	$ 108.78	$ 109.00	per day
Television with VCR/DVD (activity room only)	$ 51.80	$ 52.00	per day
* Marie Kerr Park			
Community Building	$ 39.37	$ 39.50	per hour
Security Deposit	$ 144.00	$ 144.00	
* Mcadam Park			
Concrete Stage	$ 47.66	$ 47.75	per hour
Electricity Outside	$ 13.47	$ 13.50	
Security Deposit	$ 207.20	$ 207.25	per hour
Special Event Arena (incl. 3 picnic pavilions and 2.5 acre turf field)	$ 146.08	$ 146.25	per hour
Mobile Platform Stage			
4' x 8' Sections	$ 182.34	$ 182.50	each
Category 1: Palmdale Fire, Sheriff, Schools, and Chamber of Com	$ 302.51	$ 302.75	per day
Category 2: Palmdale based 501(c)(3) non-profits	$ 603.99	$ 604.00	per day
Category 3; Palmdale businesses and individuals	$ 1,212.12	$ 1,212.25	per day
Category 4: Non-Palmdale residents, groups, business organizations, and government agencies - both profit or non-profit	$ 1,813.00	$ 1,813.00	per day
Stage skirt	$ 90.13	$ 90.25	
Overnight Parking			
Convenience Fee	$ 58.02	$ 58.25	
Parking (self-contained only)	$ 22.79	$ 23.00	per vehicle
Palmdale Amphitheater			
Facility Use Application	$ 259.00	$ 259.00	fees based on 12-hour period, subject to per hour charge thereafter plus expenses
Grand Use - 3,001 - 10,000 patrons			

PARK & RECREATION			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
Commercial	$ 15,540.00	$ 15,540.00	
IRC 501 (c)(3)(4)(5)(6) groups - advertised public event	$ 5,180.00	$ 5,180.00	
IRC 501 (c)(3)(4)(5)(6) groups - private event	$ 5,698.00	$ 5,698.00	
Security Deposit	$1,500.00 - $3,500.00 plus expenses	$1,500.00 - $3,500.00 plus expenses	
Small-medium use - 1,000 -3,000 patrons			4-hour minimum, subject to per hour charges thereafter
Commercial - private event	$ 362.60	$ 362.75	per hour plus expenses
Commercial-public event	$ 310.80	$ 311.00	per hour plus expenses
IRC 501 (c)(3)(4)(5)(6) groups - advertised public event	$ 233.10	$ 233.25	per hour plus expenses
IRC 501 (c)(3)(4)(5)(6) groups - private event	$ 259.00	$ 259.00	per hour plus expenses
Security Deposit	$250.00-$1,000, without equipment rental	$250.00-$1,000, without equipment rental	
Palmdale Playhouse			
Box Office Staff	$ 31.08	$ 31.25	per hour
Classroom Rental			
Commercial	$ 46.62	$ 46.75	per hour
Non-profit	$ 36.26	$ 36.50	per hour
Concert Piano	$ 207.20	$ 207.25	per day
Flyman/Other	$ 31.08	$ 31.25	per hour
Follow Spot Operator	$ 31.08	$ 31.25	per hour
Follow Spot Rental	$ 31.08	$ 31.25	per spot per day
House Operations Staff	$ 31.08	$ 31.25	per hour
Lavalieres	$ 25.90	$ 26.00	each, per day
Monitor Mixing	$ 155.40	$ 155.50	Up to 8 mixes, must include monitor engineer
Multi-media projector	$ 77.70	$ 77.75	per day
Non-Theatrical Rental			6 hours, includes 3 personnel
Catering/cleaning fee	$ 155.40	$ 155.50	
Security Deposit	$ 518.00	$ 518.00	
Theatre rental (commercial)	$ 751.10	$ 751.25	
Theatre rental (non-profit)	$ 621.60	$ 621.75	
Orchestra Pit	$ 466.20	$ 466.25	per rental
Orchestra Shells/Risers	$ 103.60	$ 103.75	
Piano Tuning	$ 122.25	$ 122.25	House tuner
Rigger	$ 41.44	$ 41.50	per hour, 2-hour minimum
Studio Piano	$ 51.80	$ 52.00	per day
Theatre Rental			6 hours, includes personnel
Catering/Cleaning Fee	$ 155.40	$ 155.50	
Commercial	$ 1,087.80	$ 1,088.00	
Non-profit	$ 1,010.10	$ 1,010.25	
Security Deposit	$ 1,036.00	$ 1,036.00	
Ticketing Services			
Credit Card sales Printing	200% of credit card sales per ticket	200% of credit card sales per ticket	
Charge	$ 0.26	$ 0.25	
Set-up	$ 77.70	$ 77.75	
* Park Event Open Space			
150' x 150'	$ 80.81	$ 81.00	per hour
300' x 300'	$ 161.62	$ 161.75	per hour
Security Deposit	$ -	$ -	$250-$1,000
Walk/Run	$ 103.60	$ 103.75	500 or less
	$ 259.00	$ 259.00	501 +
Parkland Development Fees			
On July 1 each year, the referenced Park Development Impact Fees shall be adjusted by the Finance Director, based on the engineering news record index (ENRI). The Finance Director shall compute the percentage difference between ENRI on March 1 each year and the ENRI for the previous March 1 period. The new schedule of fees, as adjusted, shall be rounded to the nearest dollar and shall constitute the Parkland Development Impact Fee authorized by Chapter 3.34 of title three of the Palmdale Municipal Code, and shall be incorporated into this paragraph of the Fee Resolution at such time it is reinstated in its entirety, as amended.			
Single Family Dwelling Unit	$ 6,812.00	$ 6,812.00	per unit
Attached Dwelling Unit	$ 2,872.00	$ 2,872.00	per bedroom constructed. Capped at three bedroom maximum fee or $8,616)
Mobile Home Dwelling Unit	$ 4,763.00	$ 4,763.00	per unit
* Poncitlan Square			
Small Use - 100 or less patrons	$ 49.73	$ 49.75	per hour
Small Use with electricity - 100 or less patrons	$ 64.23	$ 64.25	per hour

PARK & RECREATION			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
* Recreation Centers			
Activity Room 1, 2, or 3	$ 39.37	$ 39.50	per hour, regular user
	$ 29.53	$ 29.75	per hour, non-profit user
Activity Room and Patio	$ 47.66	$ 47.75	per hour, regular user
	$ 35.74	$ 35.75	per hour, non-profit user
Additional Microphone	$ 33.15	$ 33.25	per day
Aerobic/Dance Studio	$ 39.37	$ 39.50	per hour
Chairs (gym only)	$ 37.30	$ 37.50	per day, $0.50 each additional chair
Gymnasium Floor Covering	$ 463.09	$ 463.25	per use
Gymnasium - Full Court (2-hour minimum)	$ 145.04	$ 145.25	per hour, regular user
	$ 108.78	$ 109.00	per hour, non-profit user
Gymnasium - Half Court (2-hour minimum)	$ 95.31	$ 95.50	per hour, regular user
	$ 71.48	$ 71.50	per hour, non-profit user
Gymnasium - Organized Youth League	$ 56.98	$ 57.00	per hour, non-profit user
Kitchen	$ 10.36	$ 10.50	per hour
Overhead Projector with Screen	$ 43.51	$ 43.75	per day
Security Deposit			
Gymnasium	$ 702.41	$ 702.50	
Activity Room	$ 144.00	$ 144.00	
Setup and teardown of gymnasium	$ 59.05	$ 59.25	per hour
Sound System with one microphone	$ 108.78	$ 109.00	per day, $32 additional microphone per day
Tables (gym only)	$ 1.04	$ 1.25	per table per day
Television/DVD/VCR	$ 51.80	$ 52.00	per day
Volleyball Net	$ 84.95	$ 85.00	per day
* Soccer Fields			
Field without staffing	$ 16.58	$ 16.75	per hour
Lighting	$ 24.86	$ 25.00	per hour
Lining	$ 103.60	$ 103.75	per field
Off season rate			
Palmdale organized youth soccer leagues			
Field	$ 9.32	$ 9.50	per hour
Field with lights	$ 13.47	$ 13.50	per hour
Season Rates			
Palmdale organized youth soccer leagues	$ 3.11	$ 3.25	per hour, per field, practices and games
Palmdale organized youth football leagues	$ 6.22	$ 6.25	per hour, per field, practices and games
Palmdale Organized youth or adult leagues	$ 16.58	$ 16.75	per hour, per field, practices and games
Security Deposit	$ 134.68	$ 134.75	per field
Set-up and Lining	$ 176.12	$ 176.25	per field
Tournaments			
Field without staffing	$ 13.47	$ 13.50	per hour per field
Field with lights without staffing	$ 23.83	$ 24.00	per hour per field
* Softball Fields			
Field lining and prepping	$ 41.44	$ 41.50	per hour
Field Rental	$ 25.90	$ 26.00	per hour
Field with Lights	$ 32.12	$ 32.25	per hour
Season Rates (games only)			
Palmdale organized youth leagues	$ 16.58	$ 16.75	
Tournaments			
Field Preparation	$ 41.44	$ 41.50	per field
Lighting	$ 12.43	$ 12.50	per field, per hour
Single field	$ 155.40	$ 155.40	per day
Single field 1/2 day or 6-hours or less	$ 82.88	$ 83.00	
Swimming Pools			
High school swim team use will be charged fees based upon the terms of the City's reciprocal use agreement with Antelope Valley Union			
High School District.			
Private pool use - 2 hour minimum			
50 patrons or less	$ 75.50	$ 75.50	for 2 hours. $32 each additional hour.
Additional Lifeguard fees	$ 17.75	$ 17.75	per hour/lifeguard
Security Deposit, Swimming Pools	$ 134.68	$ 134.75	
School use or non-profit groups - 2 hour minimum			
50 swimmers or less	$ 51.00	$ 51.00	per hour, includes 2 lifeguards
Additional Lifeguard fees	$ 17.75	$ 17.75	per hour/lifeguard
Swim Team Use			

PARK & RECREATION			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	Comments
Additional Lifeguard fees	$ 17.75	$ 17.75	per hour/lifeguard
Security Deposit, Swimming Pools	$ 134.68	$ 134.75	
Swim Team Practice			
Regular User	$ 6.22	$ 6.25	per hour/lane, 3 lane minimum
Non-profit user	$ 5.18	$ 5.25	per hour/lane, 3 lane minimum
Timing System	$ 46.62	$ 46.75	per hour
* Roller Hockey Rink			
Roller Hockey Rink	$ 46.62	$ 46.75	per hour
Roller Hockey Rink with lighting	$ 65.27	$ 65.50	per hour
* Skate Park			
Skate Park	$ 33.15	$ 33.25	per hour
* Tennis Courts			
Tennis Court (single)	$ 16.58	$ 16.75	per hour, $6 per hour for each additional court
Tennis Courts with Lighting	$ 21.76	$ 22.00	per hour, $10 per hour for each additional court
* Volleyball Court			
Volleyball Court	$ 16.58	$ 16.75	per hour
Volleyball Court with lighting	$ 23.83	$ 24.00	per hour
Public Art Fee			
1. Municipal Development, Cost of $500,000 or more			
a) >1% or $5K of CIP Construction. Contribution capped at $250K	$5,000.00	$5,000.00	Minimum Fee ($5K = $500K x 1%)
2. Private Development, Building Permit Valuation of $500,000 or more			
a) >.5% or $2.5K of Building Permit Valuation. Contribution capped at $250K	$2,500.00	$2,500.00	Minimum Fee ($2.5K = $500K x .5%)
3. Residential Development w/no Funding for Repairs and Maintenance			
a) In-lieu Contribution = to the Program Allocation			
an owner or developer, at its discretion, may place a Public Art In-Lieu Contribution in an amount equal to the program allocation. The contribution shall be paid prior to the issuance of a building permit of the project on the development site and will be capped at $250,000 for single construction projects.			
4. Phase Development			
a) Based on the total number of building permits applied for and does not include any withdrawn permit applications. If an owner or developer chooses to stagger the application of building permits in accordance with a phase schedule (e.g. multiple phases of a residential tract), the contribution shall be applicable to the total number of building permits applied per phase of development.			
5. Mixed-Use and Residential Projects - (5) or more Residential Units			
a) Contribution requirement applies			
6. Exemptions - Private Development			
a) Non-profit Housing and Affordable Housing Developments with at least 20% of the units set aside for households with incomes of 80% or less of Area Median Income (AMI) pursuant to Health & Safety Code 50093(C) and Accessory Structures.			
b) Mixed-Use and Residential Projects that create four (4) or less residential units			
7. Exemptions - Municipal Development			
a) Costs of non-construction-related activities such as studies, design, reports, leases, and easements; including, without limitation, activities in the City's capital improvement budget that are designated as non-construction.			
b) The cost of environmental review, whether or not it is related to a construction project.			
c) Sewer and drainage projects and other below-ground construction.			
d) Capital Improvement Program projects that are designated as maintenance in the City's CIP budget or designated as non-construction projects in the CIP budget, retrofits (e.g., seismic or those required to meet legal requirements such as compliance with the Americans with Disabilities Act); site remediation; acquisition or installation of furniture, fixtures, and equipment; and affordable housing projects.			
e) Nothing is intended to prohibit the City Manager, in conjunction with the submission and approval of the annual capital budgets of the City and subject to the approval of the City Council, from designating additional funds, subject to applicable restrictions, to be utilized for public art.			
f) Appropriations for purposes of acquiring public art in order to carry out the provisions of this ordinance shall comply with applicable funding source requirements. If the source of funding or other applicable law or regulation with respect to any particular project prohibits or restricts the use of funds for public art, the amount of funds prohibited or restricted shall be excluded in calculating the public art fee contribution.			

PUBLIC WORKS			
DESCRIPTION	FY 2022 Adopted Fee	FY 2023 Proposed Fee	COMMENTS
Amargosa Drainage Fees			
Commercial and Industrial Development	$ 23,351.44	$ 23,351.44	per acre
Multi-Family Residential Development	$ 2,341.36	$ 2,341.36	per dwelling
Single Family Residential Development	$ 4,548.04	$ 4,548.04	per dwelling
Anaverde Drainage Fees			
Commercial and Industrial Development	$ 11,841.48	$ 11,841.48	per acre
Multi-Family Residential Development	$ 1,181.04	$ 1,181.04	per dwelling
Single Family Residential Development	$ 2,372.44	$ 2,372.44	per dwelling
Big Rock Drainage Fees			
Commercial and Industrial Development	$ 22,833.44	$ 22,833.44	per acre
Fire Facility Impact Fees			
Land Use Category Fees	$ 0.95	$ 0.95	per sq. ft.
Follow-Up Plan Check Review *			
General Public Facility Dwelling Unit			
Single Family Dwelling Unit	$ 1,750.84	$ 1,750.84	per unit
Duplex or triplex dwelling unit	$ 1,004.92	$ 1,004.92	per unit
Apartment dwelling unit	$ 849.52	$ 849.52	per unit
Commercial	$ 227.92	$ 227.92	per 1,000 sq. ft.
Industrial	$ 269.36	$ 269.36	per 1,000 sq. ft.
**25% of original plan review fee after 3 reviews ($150 minimum per review)*			
Little Rock Drainage Fees			
Commercial and Industrial Development	$ 33,815.04	$ 33,815.04	per acre
Single Family Residential Development	$ 6,765.08	$ 6,765.08	per dwelling
Pearland Drainage Fees			
Commercial and Industrial Development	$ 31,256.12	$ 31,256.12	per acre
Multi-Family Residential Development	$ 3,128.72	$ 3,128.72	per dwelling
Single Family Residential Development	$ 6,257.44	$ 6,257.44	per dwelling
Portal Ridge Drainage Fees			
Commercial and Industrial Development	$ 22,336.16	$ 22,336.16	per acre
Multi-Family Residential Development	$ 2,248.12	$ 2,248.12	per dwelling
Single Family Residential Development	$ 4,465.16	$ 4,465.16	per dwelling
Sewage/R-O-W Spill Clean-Up			Actual Costs
Sign & Striping Traffic Plan Review			
First two sheets	$ 383.32	$ 383.32	
Each additional sheet	$ 155.40	$ 155.40	
Traffic Impact Fees			
Apartment	$ 1,212.12	$ 1,212.12	per DU
Condominium/Townhouse	$ 1,067.08	$ 1,067.08	per DU
Corporate Headquarters Building	$ 1.35	$ 1.35	per gsf
General Heavy Industrial	$ 0.31	$ 0.31	per gsf
General Light Industrial	$ 1.24	$ 1.24	per gsf
General Office	$ 2.07	$ 2.07	per gsf
Medical-Dental Office Building	$ 6.63	$ 6.63	per gsf
Manufacturing	$ 0.73	$ 0.73	per gsf
Other Uses	$ 176.12	$ 176.12	per daily trip
Retail	$ 4.66	$ 4.66	per gsf
Single Family Residential	$ 1,740.48	$ 1,740.48	per DU
Warehousing	$ -	$ 0.93	per gsf
Traffic Impact Study Review			
Traffic Study LOS Review 4 or less intersections	$ 3,574.20	$ 3,574.20	per study
Traffic Study LOS Review 5 or more intersections	$ 6,682.20	$ 6,682.20	per study
Traffic Study VMT and LOS Review 4 or less intersections	$ 6,164.20	$ 6,164.20	per study
Traffic Study VMT and LOS Review 5 or more intersections	$ 8,754.20	$ 8,754.20	per study
Traffic Signal Plan Review	$ 942.76	$ 942.76	per plan

SEWER CAPACITY FEES				
Use Type/Category	Unit	Flow Factor (gpd)	FY 2022 Adopted Fee	FY 2023 Proposed Fee
Residential				
Single family	Dwelling unit	1	$ 2,658.38	$ 2,658.38
Condominium	Dwelling unit	0.75	$ 1,993.26	$ 1,993.26
Multiple Family Residential	Dwelling unit	0.6	$ 1,594.40	$ 1,594.40
Mobile Homes	Dwelling unit	0.6	$ 1,594.40	$ 1,594.40
Senior Housing	Dwelling unit	0.6	$ 1,594.40	$ 1,594.40
Commercial/Industrial/Institutional				
Hotel/Motel/Rooming House	Per room	125	$ 1,108.52	$ 1,108.52
Store/Retail Sales	Per 1000 ft^2	100	$ 885.78	$ 885.78
Supermarket	Per 1000 ft^2	150	$ 1,329.19	$ 1,329.19
Shopping Center/Mixed Use	Per 1000 ft^2	325	$ 2,880.08	$ 2,880.08
Regional Mall	Per 1000 ft^2	150	$ 1,329.19	$ 1,329.19
Office Building	Per 1000 ft^2	200	$ 1,771.56	$ 1,771.56
Medical/Dental/Veterinary Clinic	Per 1000 ft^2	300	$ 2,658.38	$ 2,658.38
Restaurant	Per 1000 ft^2	1,000	$ 8,859.87	$ 8,859.87
Indoor Theatre	Per 1000 ft^2	125	$ 1,108.52	$ 1,108.52
Car Wash – Tunnel No Recycling	Per 1000 ft^2	3,700	$ 32,783.18	$ 32,783.18
Car Wash – Tunnel Recycling	Per 1000 ft^2	2,700	$ 23,923.31	$ 23,923.31
Car Wash – Wand Type	Per 1000 ft^2	700	$ 6,202.53	$ 6,202.53
Bank, Credit Union	Per 1000 ft^2	100	$ 885.78	$ 885.78
Service Shop/Auto Maint/Repair Shop	Per 1000 ft^2	100	$ 885.78	$ 885.78
Animal Kennel	Per 1000 ft^2	100	$ 885.78	$ 885.78
Gas Station	Per 1000 ft^2	100	$ 885.78	$ 885.78
Gas Station with Store	Per 1000 ft^2	200	$ 1,771.56	$ 1,771.56
Auto Sales	Per 1000 ft^2	100	$ 885.78	$ 885.78
Wholesale Outlet	Per 1000 ft^2	100	$ 885.78	$ 885.78
Nursery/Green House	Per 1000 ft^2	25	$ 221.70	$ 221.70
Manufacturing	Per 1000 ft^2	200	$ 1,771.56	$ 1,771.56
Lt Manufacturing =< 300,000 ft^2	Per 1000 ft^2	25	$ 221.70	$ 221.70
Lt Manufacturing > 300,000 ft^2	Per 1000 ft^2	10	$ 89.10	$ 89.10
Lumber Yard =< 300,000 ft^2	Per 1000 ft^2	25	$ 221.70	$ 221.70
Lumber Yard > 300,000 ft^2	Per 1000 ft^2	10	$ 89.10	$ 89.10
Warehousing =< 300,000 ft^2	Per 1000 ft^2	25	$ 221.70	$ 221.70
Warehousing > 300,000 ft^2	Per 1000 ft^2	10	$ 89.10	$ 89.10
Open Storage = < 300,000 ft^2	Per 1000 ft^2	25	$ 221.70	$ 221.70
Open Storage > 300,000 ft^2	Per 1000 ft^2	10	$ 89.10	$ 89.10
Drive-in Theater	Per 1000 ft^2	20	$ 177.16	$ 177.16
Night Club/Cocktail Lounge Bar	Per 1000 ft^2	350	$ 3,100.75	$ 3,100.75
Bowling/Skating	Per 1000 ft^2	150	$ 1,329.19	$ 1,329.19
Club & Lodge Halls (Fraternal or Civic)	Per 1000 ft^2	125	$ 1,108.52	$ 1,108.52
Auditorium/Amusement	Per 1000 ft^2	350	$ 3,100.75	$ 3,100.75
Golf Course/Park (structures & improvement)	Per 1000 ft^2	100	$ 885.78	$ 885.78
Campground/Marina/RV Park	Per site/slip	55	$ 486.92	$ 486.92
Convalescent Home, Beds	Per bed	125	$ 1,108.52	$ 1,108.52
Horse Stables or Stalls	Per stall	25	$ 221.70	$ 221.70
Laundromat	Per 1000 ft^2	3,825	$ 33,891.70	$ 33,891.70
Dry Cleaner - on Site	Per 1000 ft^2	200	$ 1,771.56	$ 1,771.56
Dry Cleaner - off Site	Per 1000 ft^2	100	$ 885.78	$ 885.78
Mortuary/Funeral Home	Per 1000 ft^2	100	$ 885.78	$ 885.78
Health Spa/Gym (without showers)	Per 1000 ft^2	300	$ 2,658.38	$ 2,658.38
Health Spa/Gym (with showers)	Per 1000 ft^2	600	$ 5,315.72	$ 5,315.72
Hospital	Per 1000 ft^2	250	$ 2,214.97	$ 2,214.97
Special Event Center, attendance	Attendance	10	$ 89.10	$ 89.10
College/University, Students	Students	20	$ 177.16	$ 177.16
School	Per 1000 ft^2	200	$ 1,771.56	$ 1,771.56
Library, Museum	Per 1000 ft^2	100	$ 885.78	$ 885.78

SEWER CAPACITY FEES				
Use Type/Category	Unit	Flow Factor (gpd)	FY 2022 Adopted Fee	FY 2023 Proposed Fee
Post Office (local)	Per 1000 ft^2	100	$ 885.78	$ 885.78
Post Office (Regional)	Per 1000 ft^2	25	$ 221.70	$ 221.70
The minimum fee for all non-residential connections shall not be less than:			**$ 2,658.38**	**$ 2,658.38**

The fees for uses not specifically listed above, shall be computed by the Public Works Director, using a similar use designation or the expected average daily discharge to the sewer system times $8.55 per gallons per day.

OTHER FEES		
DESCRIPTION	FY 2022 Adopted Fee	FY 2023 Proposed Fee
Sewer Annexation/Withdrawal, per Study	$ 4,144.00	$ 4,144.00
Sewer Area Study Review	$ 310.80	$ 310.80
Sewer Facilities Reimbursement Agreement, per permit	$ 880.60	$ 880.60
Sewer Lateral Saddle Connect Inspection	$ 518.00	$ 518.00

PLANNING			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	COMMENTS
Additional Animal Permit			
New	$ 155.40	$ 155.40	
Renewal	$ 36.26	$ 36.26	
Agreements, Other	$ 77.70	$ 77.70	per hour staff time plus City Attorney costs
Annexation Request Review	$ 4,144.00	$ 4,144.00	Plus $5 per acre plus applicable election costs and LAFCO fees
Appeal To City Staff	$ 250.00	$ 250.00	per appeal
Appeal To The Planning Commission	$ 750.00	$ 750.00	per appeal
Application Refund			
Application filed and/or distributed to affected departments or agencies - 75% of fees paid First meeting of the Development Advisory Board has been concluded or determination regarding completeness has been made - 50% of fees paid Applicant fails to respond to a second request for additional information - No Refund Second meeting of the Development Advisory Board has been concluded and/or conditions and/or staff report prepared - No Refund			
Conditional Use Permit (CUP)	$ 7,150.00	$ 7,150.00	Flat Fee
Expedited Conditional Use Permit (CUP)	$ -	$ 10,725.00	150% of base CUP
Determination Of Unlisted Uses			
Determination of Unlisted Uses - Planning Director	$ 1,000.00	$ 1,000.00	
Determination of Unlisted Uses - Planning Commission	$ 4,500.00	$ 4,500.00	
Deferred Completion Agreement	$ 500.00	$ 500.00	per application
Development Agreement And Density Bonus			
Annual Review	$ 259.00	$ 259.00	per review plus $75 per hour per agreement plus actual City Attorney costs
Negotiation and Drafting	$ 3,450.00	$ 3,450.00	
Development Agreement Modification	$ 2,331.00	$ 2,331.00	per application plus actual City Attorney costs
Document Retrieval	$ 36.26	$ 36.26	hour (charged to nearest 1/4 hour)
Environmental Categorical Exemption	$ 500.00	$ 500.00	Plus county fees
Environmental Initial Study	$ 2,000.00	$ 2,000.00	per application
Environmental Impact Report	$ 8,000.00	$ 8,000.00	
Exotic Animal Permit			
New	$ 155.40	$ 155.40	
Renewal	$ 36.26	$ 36.26	
False Alarm Response Billing			
Fourth and subsequent false alarm fees in a 12-month period	$ 155.40	$ 155.40	
Fish And Wildlife Fees*	$ 25.90	$ 25.90	
*plus applicable County processing and State Dept. of Fish and Wildlife fees			
General Plan Amendment	$ 3,108.00	$ 3,108.00	per application plus $50 per acre for first 200 acres and $25 per acre for each additional acre
Hazardous Waste Facilities			
On-site facility (non-incinerator)	$ 10,360.00	$ 10,360.00	per application plus $75 per hour after 220 hours plus City Attorney
Hazardous Waste Facilities, Continued			
Off-site facility (including incinerators)	$ 25,900.00	$ 25,900.00	per application plus $75 per hour after 550 hours plus City Attorney
Local Assessment Committee (LAC)	$ 25,900.00	$ 25,900.00	per application plus $75 per hour after 550 hours plus City Attorney
Major Modifications			80% of original fee
Minor Site Plan Review	$ 1,000.00	$ 1,000.00	flat fee
Minor Exception Review	$ 1,000.00	$ 1,000.00	flat fee
Minor Modifications	$ 1,900.00	$ 1,900.00	flat fee
Off-Site Directional Sign Program	$ 31.08	$ 31.08	per month per location
Parcel Map Waiver	$ 518.00	$ 518.00	per application
Planning Construction Inspection	$ 181.30	$ 181.30	per inspection
Planned Development	$ 3,108.00	$ 3,108.00	per application plus $50 per acre for first 10 acres and $25 per acre for each additional acre
Planning Sign Review	$ 250.00	$ 250.00	per application

PLANNING			
Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee	COMMENTS
Post Approval Plan Check	$ 250.00	$ 250.00	per plan type maximum $1,000
			recheck after initial submittal
Preliminary Project Review To Development Advisory Board (DAB)	$ 250.00	$ 250.00	per application
Expedited Preliminary Project Review To Development Advisory Board (DAB)	$ -	$ 375.00	150% of base fee
Request For Special Dab Meeting	$ 250.00	$ 250.00	
Public Hearing Fee	$ 492.10	$ 492.10	
Public Hearing Noticing/Mailing			
Documents or maps, other			actual costs
Mailing	$ 1.65	$ 1.65	per address per hearing
Noticing in paper of general circulation	$ 450.00	$ 450.00	per notice
Noticing: 1/8 page	$ 800.00	$ 800.00	per notice
Postage			cost of postage
Real Estate Sign Permit	$ 1.04	$ 1.04	per decal
Reclamation Plan	$ 2,072.00	$ 2,072.00	per application plus $20 per acre plus $75 per hour
			after 30 hours
Reclamation Plan Annual Inspection	$ 777.00	$ 777.00	per operator plus actual cost
			of City Engineer or consultant
Shopping Cart Plan			
New	$ 155.40	$ 155.40	
Renewal	$ 77.70	$ 77.70	
Sign Program	$ 310.80	$ 310.80	per program
Site Plan Review	$ 7,150.00	$ 7,150.00	flat fee
Expedited Site Plan Review	$ -	$ 10,725.00	150% of base fee
	$ 3,575.00	$ 3,575.00	or flat fee if submitted with another applications
Special Event Permit	$ 250.00	$ 250.00	
Specific Plan	$ 4,869.20	$ 4,869.20	per application plus $15 per residential unit
			commercial/industrial
			floor area
Specific Plan Amendment	$ 2,331.00	$ 2,331.00	per application plus actual legal costs
			legal costs
Subdivision Development Plan Review	$ 1,050.00	$ 1,050.00	per application plus $40 per lot
Temporary Sign Review	$ 259.00	$ 259.00	per application
Temporary Use Permit			
After Hours and Weekend Inspections	$ 250.00	$ 250.00	flat fee
Fireworks Stand	$ 250.00	$ 250.00	flat fee
In tract/off-site model home, off-site vehicle sales	$ 250.00	$ 250.00	flat fee
Special Events longer than 1-day	$ 250.00	$ 250.00	flat fee
Temporary Office, Trailer/Structure on construction site, Stockpiling	$ 250.00	$ 250.00	flat fee
Tentative Parcel Map	$ 5,000.00	$ 5,000.00	flat fee
Tentative Tract Map			
Small Maps 1-40 lots/units	$ 7,500.00	$ 7,500.00	flat fee
Large Maps 41 + lots/units -	$ 9,000.00	$ 9,000.00	flat fee
Time Extension			80% of the original fees involved
Variance	$ 1,813.00	$ 1,813.00	per application; 50%
			reduction if submitted with
			another application
Written Interpretation Of Policies And Regulations	$ 77.70	$ 77.70	per hour
Zone Change	$ 3,108.00	$ 3,108.00	per application plus $50 per acre for first 200 acres
			and $25 per acre for each additional acre
Zoning Clearance	$ 70.00	$ 70.00	per application
Zoning Ordinance Or General Plan Document Fee	$ 207.20	$ 207.20	
Zoning Ordinance Amendment	$ 2,331.00	$ 2,331.00	per application plus actual cost for City Attorney or
			outside legal review
Zoning Verification	$ 155.40	$ 155.40	per application

California Vehicle Code Violations			
Code Section	Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee
4000(a)	Unregistered Vehicle [3]	$ 110.70	$ 110.70
	With proof of correction by due date [4]	$ 15.00	$ 15.00
4454 (a)	Registration card [3]	$ 147.83	$ 147.83
	With proof of correction by due date [4]	$ 15.00	$ 15.00
4457	Stolen, lost, or damaged/mutilated license plates [3]	$ 154.58	$ 154.58
	With proof of correction by due date [4]	$ 15.00	$ 15.00
4462 (B)	Evidence of registration/plates wrong vehicle [3]	$ 147.83	$ 147.83
5200	Display of license plates/missing plate(s) [3]	$ 103.95	$ 103.95
	With proof of correction by due date [4]	$ 15.00	$ 15.00
5201	Improper positioning of plates [3]	$ 103.95	$ 103.95
	With proof of correction by due date [4]	$ 15.00	$ 15.00
5202	Period of display	$ 103.95	$ 103.95
5204 (a)	No license tabs (month and/or year)/expired license tabs [3]	$ 103.95	$ 103.95
	With proof of correction by due date [4]	$ 15.00	$ 15.00
21113 (a)	Unlawful parking - Public grounds	$ 161.33	$ 161.33
21210	Bicycle Parking	$ 89.78	$ 89.78
21211 (b)	Parked in bicycle path	$ 161.33	$ 161.33
22500 (a)	Parking or stopping within an intersection	$ 161.33	$ 161.33
22500 (b)	Parking or stopping on a crosswalk	$ 161.33	$ 161.33
22500 (c)	Parking or stopping in safety zone, sign or red curb	$ 161.33	$ 161.33
22500 (d)	Parking or stopping within 15ft of fire station driveway	$ 255.83	$ 255.83
22500 (e)	Blocking driveway	$ 215.33	$ 215.33
22500 (f)	Parking on sidewalk	$ 215.33	$ 215.33
22500 (g)	Parking along excavation	$ 215.33	$ 215.33
22500 (h)	Double parking	$ 215.33	$ 215.33
22500 (i)	Parking in bus zone [5]	$ 681.08	$ 681.08
22500 (j)	Parking in tunnel	$ 228.83	$ 228.83
22500 (k)	Parking on a bridge	$ 215.33	$ 215.33
22500 (l)	Blocking disabled access ramp [5]	$ 768.83	$ 768.83
22500.1	Parking in a fire lane	$ 255.83	$ 255.83
22502 (a)	Parking more than 18" from the curb	$ 215.33	$ 215.33
22502 (e)	Curb parking - one way	$ 215.33	$ 215.33
22505 (b)	State highway parking	$ 215.33	$ 215.33
22507.8 (a)	Parking in disabled space without special identification [6]	$ 964.58	$ 964.58
40226	Cancellation of fine upon proof of valid disabled placard	$ 90.45	$ 90.45
22507.8 (b)	Obstruct, block or bar access to disabled parking [6]	$ 964.58	$ 964.58
22507.8 (c)	Disabled parking boundary lines/crosshatched lines [6]	$ 964.58	$ 964.58
22510	Parking in snow removal areas	$ 215.33	$ 215.33
22513	Tow trucks soliciting business (Misdemeanor)	$ 141.08	$ 141.08
22514	Parking within 15ft of a fire hydrant	$ 255.83	$ 255.83
22515	Unattended vehicles/setting brakes	$ 215.33	$ 215.33
22516	Locked door/no escape	$ 188.33	$ 188.33
22517	Vehicle door open to traffic	$ 255.83	$ 255.83
22520	Stopping or parking on freeway	$ 168.08	$ 168.08
22520.5a	Vending on freeway	$ 157.28	$ 157.28
22521	Parking on or near railroad track	$ 215.33	$ 215.33
22522	Parking near sidewalk access ramps [3]	$ 763.43	$ 763.43
22523(a)	Abandonment prohibited [7]	$ 390.83	$ 390.83
22523(b)	Abandonment prohibited [7]	$ 390.83	$ 390.83
22526(a)(b)	Anti-gridlock/blocking intersection [8]	$ 255.83	$ 255.83
	2nd Violation	$ 332.78	$ 332.78
	3rd Violation	$ 731.03	$ 731.03

California Vehicle Code Violations			
Code Section	Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee
22951	Parking lots-street and alley parking (patron vehicle)	$ 201.83	$ 201.83
23333	Stopping or parking in vehicular crossing	$ 174.83	$ 174.83
25300	Emergency reflectors on disabled/parked vehicle	$ 174.83	$ 174.83
27155	Fuel tank cap required	$ 116.78	$ 116.78
31303(d)	Parking hazardous materials vehicle in residential area	$ 795.83	$ 795.83

[1] Pursuant to Government Code Section 76000, an assessment of $5.00 shall be added to each parking penalty, consisting of $2.50 assessed for the Courthouse Construction Fund and $2.50 assessed for the Criminal Justice Facilities Construction Fund established by Los Angeles County. Said assessments are forwarded to Los Angeles County.

[2] Pursuant to Government Code Section 70372, an assessment of $4.50 shall be added to each penalty for violations of the California Vehicle Code and forwarded to Los Angeles County.

[3] Pursuant to California Vehicle Code Section 40225 (d), fifty (50% percent of the base penalty collected for an equipment or registration violation under section 40225 shall be paid to the State and the remaining portion shall be retained by the City or allocated pursuant to a contract between the City and its processing agency.

[4] Penalty upon proof of correction set by the California Vehicle Code Section 40225 (c).

[5] Minimum Parking penalty are set by California Vehicle Code Section 42001.5.

[6] Minimum Parking penalty are set by California Vehicle Code Section 42001.13.

[7] Minimum parking penalty are set by California Vehicle Code Section 22523 (c)

[8] Minimum parking penalty are set by California Vehicle Code Section 42001.1.

[9] Pursuant to Government Code Section 76000.3, an added penalty of $3.00 shall be imposed to each parking penalty. Payment of all monies collected are forwarded to the Los Angeles County for distribution.

Los Angeles County Code Violations			
Code Section	Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee
15.20.070	Failure to obey traffic signs	$ 228.83	$ 228.83
15.20.130	Parking space markings	$ 201.83	$ 201.83
15.44.120B	Parking in a non-designated parking area	$ 185.63	$ 185.63
15.44.140	Failure to park in designated parking areas	$ 185.63	$ 185.63
15.44.150	Use of restricted parking space by unauthorized person	$ 185.63	$ 185.63
15.44.160	Vehicle maintenance in public parking areas	$ 185.63	$ 185.63
15.52.040	Bicycle lanes-unauthorized parking	$ 185.63	$ 185.63
15.64.010	Parking time limits	$ 185.63	$ 185.63
15.64.020	Commercial loading zones	$ 215.33	$ 215.33
15.64.030	Parking time limit - post office	$ 201.83	$ 201.83
15.64.040	Parking at mail box	$ 201.83	$ 201.83
15.64.050	Commercial parking 2am-6am in residential zone (over 10,000 lbs. vehicle weight)	$ 208.58	$ 208.58
15.64.052	Commercial parking in residential zone by vehicle over 10,000 lbs. (anytime)	$ 546.08	$ 546.08
15.64.100	Disconnected trailer on highway	$ 215.33	$ 215.33
15.64.110	Parking in posted bus loading zone	$ 573.08	$ 573.08
15.64.120	Parking in passenger loading zone (3 minutes max)	$ 215.33	$ 215.33
15.64.130	No parking in alleys	$ 215.33	$ 215.33
15.64.140	Posted temporary no parking area	$ 215.33	$ 215.33
15.64.210	Unattended vehicle with key in ignition	$ 201.83	$ 201.83
15.64.220	Parking on steep grades without turning wheels into the curb	$ 201.83	$ 201.83
15.64.230	Parallel parking - over 18" from the curb	$ 201.83	$ 201.83
15.64.240	Angle parking on highway between lines	$ 201.83	$ 201.83
15.64.250	Double parking	$ 215.33	$ 215.33
15.64.260	No parking anytime posted or red curb	$ 215.33	$ 215.33
15.64.270	Parking on private/public property w/o consent	$ 215.33	$ 215.33
15.64.271	Parking in front yard	$ 215.33	$ 215.33
15.64.280	Parking wrong side of street - dual roadway	$ 215.33	$ 215.33
15.64.290	Parking in parkway	$ 215.33	$ 215.33
15.64.300	Blocking street or highway	$ 215.33	$ 215.33
15.64.310	Unattended vehicle transporting hazardous materials	$ 771.53	$ 771.53
15.64.320	Blocking driveway on private street	$ 215.33	$ 215.33
15.64.350	Parked creating a traffic hazard	$ 215.33	$ 215.33
15.64.360	Posted no parking adjacent to school	$ 215.33	$ 215.33
15.64.370	Parking within 15 ft. of private road fire hydrant	$ 255.83	$ 255.83
15.64.390	Parking in assigned parking spaces	$ 215.33	$ 215.33
15.64.440	Parking at assigned taxicab stands	$ 161.33	$ 161.33
15.76.080	Driving or riding vehicles on sidewalk	$ 215.33	$ 215.33
17.04.370	Parks - Unauthorized parking	$ 215.33	$ 215.33
19.04.980	Airports - Unauthorized parking	$ 201.83	$ 201.83
19.04.990	Airports - Unauthorized clean/repair	$ 201.83	$ 201.83

Palmdale Municipal Code Violations			
Code Section	Description	FY 2022 Adopted Fee	FY 2023 Proposed Fee
8.36.060(A)(10)(a)	Parking vehicle on residential lot - front yard	$ 212.63	$ 212.63
(b)	Parking recreational vehicle on front yard	$ 212.63	$ 212.63
(c)	Parking vehicle on residential lot - side yard	$ 212.63	$ 212.63
(d)	Parking recreational vehicle on side yard	$ 212.63	$ 212.63
10.04.040	No commercial parking in residential zone (more than 10,000 lbs)	$ 546.08	$ 546.08
10.04.050	No commercial truck off designated truck route (more than 10,000 lbs)	$ 546.08	$ 546.08
10.04.080	Shopping center traffic/fire access lanes	$ 232.88	$ 232.88
10.04.150	RV, trailer, boat, camper parked over 72 hours - residential zone	$ 228.83	$ 228.83
12.24.020 (A)	Parking vehicle posted for sale	$ 228.83	$ 228.83
(B)	Painting/repairing vehicle in street	$ 228.83	$ 228.83
(C)	Commercial washing of vehicle	$ 228.83	$ 228.83
Title 17 §87.04 B	Commercial vehicle in residential zone (over 10,000 lbs)	$ 546.08	$ 546.08

Palmdale Parking Penalty Schedule
Schedule A, Page 1

1. California Vehicle Code Violations

Code Section	Description	Base Penalty	**Proposed Base Penalty**	LA COUNTY GC 76100 GC 76000(b) [1]	LA COUNTY GC 76101 GC 76000(b) [1]	LA COUNTY General Fund GC 76000(c/d) [1]	LA COUNTY GC70372(b) Critical Needs [2]	LA COUNTY GC70372(b) Court Facilities [2]	LA COUNTY PC 1465.5 DP State Linkage	CITY PC1465.6	LA COUNTY GC 76000.3 Trial Court [9]	LA COUNTY PC 1463.28 VC 40200.3 Bail Increase	**Total Penalty**	Late Payment Penalty	Late Admin Fee	DMV Hold Fee	Subtotal	Special Collection Fee 35%	**FY 2022 Proposed Fee**
4000(a)	Unregistered Vehicle [3]	$25.00	$40.00										**$40.00**	$ 25.00	$ 14.00	$ 3.00	$ 82.00	$ 28.70	**$ 110.70**
	With proof of correction by due date [4]	$10.00	$15.00										**$15.00**				$ 15.00		**$ 15.00**
4454 (a)	Registration card [3]	$30.50	$40.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$52.50**	$ 40.00	$ 14.00	$ 3.00	$ 109.50	$ 38.33	**$ 147.83**
	With proof of correction by due date [4]	$10.00	$15.00										**$15.00**				$ 15.00		**$ 15.00**
4457	Stolen, lost, or damaged/mutilated license plates [3]	$30.50	$40.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$52.50**	$ 45.00	$ 14.00	$ 3.00	$ 114.50	$ 40.08	**$ 154.58**
	With proof of correction by due date [4]	$10.00	$15.00										**$15.00**				$ 15.00		**$ 15.00**
4462 (B)	Evidence of registration/plates wrong vehicle [3]	$30.50	$40.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$52.50**	$ 40.00	$ 14.00	$ 3.00	$ 109.50	$ 38.33	**$ 147.83**
5200	Display of license plates/missing plate(s) [3]	$25.00	$35.00										**$35.00**	$ 25.00	$ 14.00	$ 3.00	$ 77.00	$ 26.95	**$ 103.95**
	With proof of correction by due date [4]	$10.00	$15.00										**$15.00**				$ 15.00		**$ 15.00**
5201	Improper positioning of plates [3]	$25.00	$35.00										**$35.00**	$ 25.00	$ 14.00	$ 3.00	$ 77.00	$ 26.95	**$ 103.95**
	With proof of correction by due date [4]	$10.00	$15.00										**$15.00**				$ 15.00		**$ 15.00**
5202	Period of display	$25.00	$35.00										**$35.00**	$ 25.00	$ 14.00	$ 3.00	$ 77.00	$ 26.95	**$ 103.95**
5204 (a)	No license tabs (month and/or year)/expired license tabs [3]	$25.00	$35.00										**$35.00**	$ 25.00	$ 14.00	$ 3.00	$ 77.00	$ 26.95	**$ 103.95**
	With proof of correction by due date [4]	$10.00	$15.00										**$15.00**				$ 15.00		**$ 15.00**
21113 (a)	Unlawful parking - Public grounds	$35.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 40.00	$ 14.00	$ 3.00	$ 119.50	$ 41.83	**$ 161.33**
21210	Bicycle Parking	$7.50	$25.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$37.50**	$ 12.00	$ 14.00	$ 3.00	$ 66.50	$ 23.28	**$ 89.78**
21211 (b)	Parked in bicycle path	$35.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 40.00	$ 14.00	$ 3.00	$ 119.50	$ 41.83	**$ 161.33**
22500 (a)	Parking or stopping within an intersection	$35.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 40.00	$ 14.00	$ 3.00	$ 119.50	$ 41.83	**$ 161.33**
22500 (b)	Parking or stopping on a crosswalk	$35.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 40.00	$ 14.00	$ 3.00	$ 119.50	$ 41.83	**$ 161.33**
22500 (c)	Parking or stopping in safety zone, sign or red curb	$35.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 40.00	$ 14.00	$ 3.00	$ 119.50	$ 41.83	**$ 161.33**
22500 (d)	Parking or stopping within 15ft of fire station driveway	$70.50	$85.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$97.50**	$ 75.00	$ 14.00	$ 3.00	$ 189.50	$ 66.33	**$ 255.83**
22500 (e)	Blocking driveway	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22500 (f)	Parking on sidewalk	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22500 (g)	Parking along excavation	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22500 (h)	Double parking	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22500 (i)	Parking in bus zone [5]	$305.50	$320.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$332.50**	$ 155.00	$ 14.00	$ 3.00	$ 504.50	$ 176.58	**$ 681.08**
22500 (j)	Parking in tunnel	$60.50	$75.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$87.50**	$ 65.00	$ 14.00	$ 3.00	$ 169.50	$ 59.33	**$ 228.83**
22500 (k)	Parking on a bridge	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22500 (l)	Blocking disabled access ramp [5]	$305.50	$320.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$65.00	**$397.50**	$ 155.00	$ 14.00	$ 3.00	$ 569.50	$ 199.33	**$ 768.83**
22500.1	Parking in a fire lane	$70.50	$85.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$97.50**	$ 75.00	$ 14.00	$ 3.00	$ 189.50	$ 66.33	**$ 255.83**
22502 (a)	Parking more than 18" from the curb	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22502 (e)	Curb parking - one way	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22505 (b)	State highway parking	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22507.8 (a)	Parking in disabled space without special identification [6]	$315.50	$375.00	$1.50	$1.50	$2.00	$3.00	$1.50	$50.00	$35.00	$3.00	$50.00	**$522.50**	$ 175.00	$ 14.00	$ 3.00	$ 714.50	$ 250.08	**$ 964.58**
40226	Cancellation of fine upon proof of valid disabled placard	$25.00	$25.00										**$25.00**	$ 25.00	$ 14.00	$ 3.00	$ 67.00	$ 23.45	**$ 90.45**
22507.8 (b)	Obstruct, block or bar access to disabled parking [6]	$315.50	$375.00	$1.50	$1.50	$2.00	$3.00	$1.50	$50.00	$35.00	$3.00	$50.00	**$522.50**	$ 175.00	$ 14.00	$ 3.00	$ 714.50	$ 250.08	**$ 964.58**
22507.8 (c)	Disabled parking boundary lines/crosshatched lines [6]	$315.50	$375.00	$1.50	$1.50	$2.00	$3.00	$1.50	$50.00	$35.00	$3.00	$50.00	**$522.50**	$ 175.00	$ 14.00	$ 3.00	$ 714.50	$ 250.08	**$ 964.58**
22510	Parking in snow removal areas	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22513	Tow trucks soliciting business (Misdemeanor)	$30.50	$40.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$52.50**	$ 35.00	$ 14.00	$ 3.00	$ 104.50	$ 36.58	**$ 141.08**
22514	Parking within 15ft of a fire hydrant	$70.50	$85.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$97.50**	$ 75.00	$ 14.00	$ 3.00	$ 189.50	$ 66.33	**$ 255.83**
22515	Unattended vehicles/setting brakes	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22516	Locked door/no escape	$45.50	$60.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$72.50**	$ 50.00	$ 14.00	$ 3.00	$ 139.50	$ 48.83	**$ 188.33**
22517	Vehicle door open to traffic	$70.50	$85.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$97.50**	$ 75.00	$ 14.00	$ 3.00	$ 189.50	$ 66.33	**$ 255.83**
22520	Stopping or parking on freeway	$30.50	$40.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$62.50**	$ 45.00	$ 14.00	$ 3.00	$ 124.50	$ 43.58	**$ 168.08**
22520.5a	Vending on freeway	$32.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 37.00	$ 14.00	$ 3.00	$ 116.50	$ 40.78	**$ 157.28**
22521	Parking on or near railroad track	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	$ 159.50	$ 55.83	**$ 215.33**
22522	Parking near sidewalk access ramps [3]	$305.50	$350.00	$1.50	$1.50	$2.00	$3.00	$1.50		$31.00	$3.00		**$393.50**	$ 155.00	$ 14.00	$ 3.00	$ 565.50	$ 197.93	**$ 763.43**
22523(a)	Abandonment prohibited [7]	$100.50	$115.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$20.00	**$147.50**	$ 125.00	$ 14.00	$ 3.00	$ 289.50	$ 101.33	**$ 390.83**
22523(b)	Abandonment prohibited [7]	$100.50	$115.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$20.00	**$147.50**	$ 125.00	$ 14.00	$ 3.00	$ 289.50	$ 101.33	**$ 390.83**
		$3,642.50	$4,410.00										**$5,423.50**						**$12,217.73**

1. California Vehicle Code Violations

Code Section	Description	Base Penalty	**Proposed Base Penalty**	LA COUNTY GC 76100 GC 76000(b) [1]	LA COUNTY GC 76101 GC 76000(b) [1]	LA COUNTY General Fund GC 76000(c/d) [1]	LA COUNTY GC70372(b) Critical Needs [2]	LA COUNTY GC70372(b) Court Facilities [2]	LA COUNTY PC 1465.5 DP State Linkage	CITY PC1465.6	LA COUNTY GC 76000.3 Trial Court [9]	LA COUNTY PC 1463.28 VC 40200.3 Bail Increase	**Total Penalty**	Late Payment Penalty	Late Admin Fee	DMV Hold Fee	Subtotal	Special Collection Fee 35%	**FY 2022 Proposed Fee**
22526(a)(b)	Anti-gridlock/blocking intersection [8]	$70.50	$85.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$97.50**	$ 75.00	$ 14.00	$ 3.00	$ 189.50	$ 66.33	**$ 255.83**
	2nd Violation	$170.50	$130.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$142.50**	$ 87.00	$ 14.00	$ 3.00	$ 246.50	$ 86.28	**$ 332.78**
	3rd Violation	$370.50	$325.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$337.50**	$ 187.00	$ 14.00	$ 3.00	$ 541.50	$ 189.53	**$ 731.03**
22951	Parking lots-street and alley parking (patron vehicle)	$50.50	$65.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$77.50**	$ 55.00	$ 14.00	$ 3.00	$ 149.50	$ 52.33	**$ 201.83**
23333	Stopping or parking in vehicular crossing	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$67.50**	$ 45.00	$ 14.00	$ 3.00	$ 129.50	$ 45.33	**$ 174.83**
25300	Emergency reflectors on disabled/parked vehicle	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$67.50**	$ 45.00	$ 14.00	$ 3.00	$ 129.50	$ 45.33	**$ 174.83**
27155	Fuel tank cap required	$22.50	$30.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$42.50**	$ 27.00	$ 14.00	$ 3.00	$ 86.50	$ 30.28	**$ 116.78**
31303(d)	Parking hazardous materials vehicle in residential area	$345.50	$385.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$397.50**	$ 175.00	$ 14.00	$ 3.00	$ 589.50	$ 206.33	**$ 795.83**
		$1,111.00	$1,130.00										$1,230.00						$2,783.70

[1] Pursuant to Government Code Section 76000, an assessment of $5.00 shall be added to each parking penalty, consisting of $2.50 assessed for the Courthouse Construction Fund and $2.50 assessed for the Criminal Justi

[2] Pursuant to Government Code Section 70372, an assessment of $4.50 shall be added to each penalty for violations of the California Vehicle Code and forwarded to Los Angeles County.

[3] Pursuant to California Vehicle Code Section 40225 (d), fifty (50% percent of the base penalty collected for an equipment or registration violation under section 40225 shall be paid to the State and the remaining portion

[4] Penalty upon proof of correction set by the California Vehicle Code Section 40225 (c).

[5] Minimum Parking penalty are set by California Vehicle Code Section 42001.5.

[6] Minimum Parking penalty are set by California Vehicle Code Section 42001.13.

[7] Minimum parking penalty are set by California Vehicle Code Section 22523 (c)

[8] Minimum parking penalty are set by California Vehicle Code Section 42001.1.

[9] Pursuant to Government Code Section 76000.3, an added penalty of $3.00 shall be imposed to each parking penalty. Payment of all monies collected are forwarded to the Los Angeles County for distribution.

2. Los Angeles County Code Violations

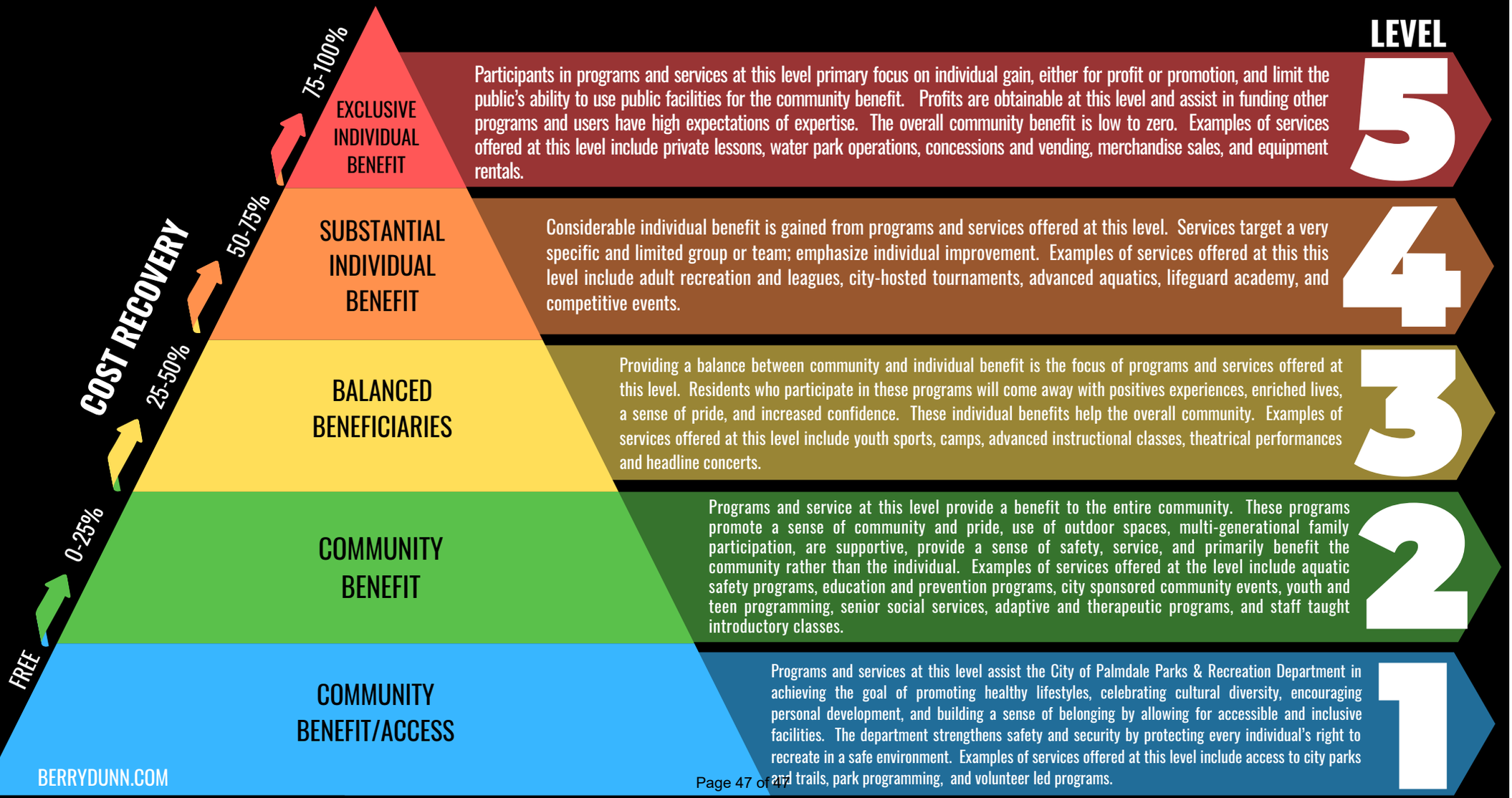
Code Section	Description	Base Penalty	**Proposed Base Penalty**	LA COUNTY GC 76100 GC 76000(b) [1]	LA COUNTY GC 76101 GC 76000(b) [1]	General Fund GC 76000(c/d) [1]	LA COUNTY GC70372(b) Critical Needs [2]	LA COUNTY GC70372(b) Court Facilities [2]	LA COUNTY PC 1465.5 DP State Linkage	CITY PC1465.6	LA COUNTY GC 76000.3 Trial Court [9]	LA COUNTY PC 1463.28 VC 40200.3 Bail Increase	**Total Penalty (New)**	Late Payment Penalty	Late Admin Fee	DMV Hold Fee	**Subtotal**	Special Collection Fee 35%	**FY 2022 Proposed Fee**
15.20.070	Failure to obey traffic signs	$45.50	$60.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$87.50**	$ 65.00	$ 14.00	$ 3.00	**$ 169.50**	$ 59.33	$ 228.83
15.20.130	Parking space markings	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.44.120B	Parking in a non-designated parking area	$43.50	$60.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$72.50**	$ 48.00	$ 14.00	$ 3.00	**$ 137.50**	$ 48.13	$ 185.63
15.44.140	Failure to park in designated parking areas	$33.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$72.50**	$ 48.00	$ 14.00	$ 3.00	**$ 137.50**	$ 48.13	$ 185.63
15.44.150	Use of restricted parking space by unauthorized person	$33.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$72.50**	$ 48.00	$ 14.00	$ 3.00	**$ 137.50**	$ 48.13	$ 185.63
15.44.160	Vehicle maintenance in public parking areas	$33.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$72.50**	$ 48.00	$ 14.00	$ 3.00	**$ 137.50**	$ 48.13	$ 185.63
15.52.040	Bicycle lanes-unauthorized parking	$33.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$72.50**	$ 48.00	$ 14.00	$ 3.00	**$ 137.50**	$ 48.13	$ 185.63
15.64.010	Parking time limits	$33.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$72.50**	$ 48.00	$ 14.00	$ 3.00	**$ 137.50**	$ 48.13	$ 185.63
15.64.020	Commercial loading zones	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.030	Parking time limit - post office	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.64.040	Parking at mail box	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.64.050	Commercial parking 2am-6am in residential zone (over 10,000 lbs. vehicle weight)	$40.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$77.50**	$ 60.00	$ 14.00	$ 3.00	**$ 154.50**	$ 54.08	$ 208.58
15.64.052	Commercial parking in residential zone by vehicle over 10,000 lbs. (anytime)	$245.50	$250.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$262.50**	$ 125.00	$ 14.00	$ 3.00	**$ 404.50**	$ 141.58	$ 546.08
15.64.100	Disconnected trailer on highway	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.110	Parking in posted bus loading zone	$235.50	$250.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$277.50**	$ 130.00	$ 14.00	$ 3.00	**$ 424.50**	$ 148.58	$ 573.08
15.64.120	Parking in passenger loading zone (3 minutes max)	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.130	No parking in alleys	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.140	Posted temporary no parking area	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.210	Unattended vehicle with key in ignition	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.64.220	Parking on steep grades without turning wheels into the curb	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.64.230	Parallel parking - over 18" from the curb	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.64.240	Angle parking on highway between lines	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
15.64.250	Double parking	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.260	No parking anytime posted or red curb	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.270	Parking on private/public property w/o consent	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.271	Parking in front yard	$53.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.280	Parking wrong side of street - dual roadway	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.290	Parking in parkway	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.300	Blocking street or highway	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.310	Unattended vehicle transporting hazardous materials	$285.50	$300.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$65.00	**$377.50**	$ 177.00	$ 14.00	$ 3.00	**$ 571.50**	$ 200.03	$ 771.53
15.64.320	Blocking driveway on private street	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.350	Parked creating a traffic hazard	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.360	Posted no parking adjacent to school	$40.50	$55.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$15.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.370	Parking within 15 ft. of private road fire hydrant	$65.50	$80.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$5.00	**$97.50**	$ 75.00	$ 14.00	$ 3.00	**$ 189.50**	$ 66.33	$ 255.83
15.64.390	Parking in assigned parking spaces	$45.50	$60.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00	$10.00	**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
15.64.440	Parking at assigned taxicab stands	$35.50	$50.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$62.50**	$ 40.00	$ 14.00	$ 3.00	**$ 119.50**	$ 41.83	$ 161.33
15.76.080	Driving or riding vehicles on sidewalk	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
17.04.370	Parks - Unauthorized parking	$55.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 60.00	$ 14.00	$ 3.00	**$ 159.50**	$ 55.83	$ 215.33
19.04.980	Airports - Unauthorized parking	$50.50	$65.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83
19.04.990	Airports - Unauthorized clean/repair	$50.50	$65.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$77.50**	$ 55.00	$ 14.00	$ 3.00	**$ 149.50**	$ 52.33	$ 201.83

3. Palmdale Municipal Code Violations

Code Section	Description	Base Penalty	**Proposed Base Penalty**	LA COUNTY GC 76100 GC 76000(b) [1]	LA COUNTY GC 76101 GC 76000(b) [1]	LA COUNTY General Fund GC 76000(c/d) [1]	LA COUNTY GC70372(b) Critical Needs [2]	LA COUNTY GC70372(b) Court Facilities [2]	LA COUNTY PC 1465.5 DP State Linkage	CITY PC1465.6	LA COUNTY GC 76000.3 Trial Court [3]	LA COUNTY PC 1463.28 VC 40200.3 Bail Increase	**Total Penalty**	Late Payment Penalty	Late Admin Fee	DMV Hold Fee	**Subtotal**	Special Collection Fee 35%	**FY 2022 Proposed**
8.36.060(A)(10)(a)	Parking vehicle on residential lot - front yard	$53.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$82.50**	$ 58.00	$ 14.00	$ 3.00	**$ 157.50**	$ 55.13	**$ 212.63**
(b)	Parking recreational vehicle on front yard	$53.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 82.50**	$ 58.00	$ 14.00	$ 3.00	**$ 157.50**	$ 55.13	**$ 212.63**
(c)	Parking vehicle on residential lot - side yard	$53.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 82.50**	$ 58.00	$ 14.00	$ 3.00	**$ 157.50**	$ 55.13	**$ 212.63**
(d)	Parking recreational vehicle on side yard	$53.50	$70.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 82.50**	$ 58.00	$ 14.00	$ 3.00	**$ 157.50**	$ 55.13	**$ 212.63**
10.04.040	No commercial parking in residential zone (more than 10,000 lbs)	$245.50	$250.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 262.50**	$ 125.00	$ 14.00	$ 3.00	**$ 404.50**	$ 141.58	**$ 546.08**
10.04.050	No commercial truck off designated truck route (more than 10,000 lbs)	$245.50	$250.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 262.50**	$ 125.00	$ 14.00	$ 3.00	**$ 404.50**	$ 141.58	**$ 546.08**
10.04.080	Shopping center traffic/fire access lanes	$63.50	$75.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 87.50**	$ 68.00	$ 14.00	$ 3.00	**$ 172.50**	$ 60.38	**$ 232.88**
10.04.150	RV, trailer, boat, camper parked over 72 hours - residential zone	$60.50	$75.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 87.50**	$ 65.00	$ 14.00	$ 3.00	**$ 169.50**	$ 59.33	**$ 228.83**
12.24.020 (A)	Parking vehicle posted for sale	$60.50	$75.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 87.50**	$ 65.00	$ 14.00	$ 3.00	**$ 169.50**	$ 59.33	**$ 228.83**
(B)	Painting/repairing vehicle in street	$60.50	$75.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 87.50**	$ 65.00	$ 14.00	$ 3.00	**$ 169.50**	$ 59.33	**$ 228.83**
(C)	Commercial washing of vehicle	$60.50	$75.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 87.50**	$ 65.00	$ 14.00	$ 3.00	**$ 169.50**	$ 59.33	**$ 228.83**
Title 17 §87.04 B	Commercial vehicle in residential zone (over 10,000 lbs)	$245.50	$250.00	$1.50	$1.50	$2.00	$3.00	$1.50			$3.00		**$ 262.50**	$ 125.00	$ 14.00	$ 3.00	**$ 404.50**	$ 141.58	**$ 546.08**

CITY OF PALMDALE
PARKS & RECREATION

Palmdale's Parks & Recreation Department offers premier services to residents in the City of Palmdale. Our parks, recreation facilities, programs and events strengthen community image and enhance the quality of life enjoyed by Palmdale's residents. To become a leader in the development of Palmdale's future, the Parks & Recreation Department contributes to our economic growth through development of unique facilities that provide diverse programs and events, not offered elsewhere in the region. We provide events that bring people together, thereby encouraging community pride and making our City an attractive place to live. We strive to create a healthy community for families and individuals by preventing crime, while improving youth resilience. Our programs are offered in a non-competitive environment to help build character, encourage self-esteem, and emphasize on the importance of good sportsmanship. Our special use facilities support economic development by attracting residents and businesses, as well as tourists. Our department strives to demonstrate the benefits of Parks and Recreation and continues to be recognized as an essential service to our City Council and the Palmdale community,



BERRYDUNN.COM

City Council Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY ATTORNEY**

DISTRICT: **ALL**

SUBJECT: **PUBLIC HEARING - AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING CHAPTER 2.46 REGARDING PLANNING COMMISSIONER APPOINTMENTS**

ISSUE

Adopt proposed Urgency Ordinance No. U-1590 to amend the existing Municipal Code Sections 2.46.030 ("Composition and Appointment of Commissioners") and 2.46.040 ("Terms of office – Vacancies") to, among other things, make these sections consistent with the newly adopted City Council District map that contains five districts.

RECOMMENDATION

Staff recommends that the City Council:

1. Conduct a public hearing and adopt the Proposed Urgency Ordinance U-1590 by a minimum four-fifths vote.

BACKGROUND

Chapter 2.46 of the Palmdale Municipal Code ("PMC") governs the composition and operation of the Planning Commission. Section 2.46.020 creates Planning Commission Districts that mirror those of the City Council as identified in PMC 4.10.010.

On April 6, 2022, the Palmdale City Council adopted Ordinance No. 1579 that amended PMC 4.10.010 by increasing the number of Council Districts from four to five. New district lines were adopted.

Before redistricting, the Planning Commission district membership was as follows:

BEFORE REDISTRICTING
(Districts 1, 2, 4 expire in 2022)
(3 and at large expired in 2023)

District	Commissioner	Term Scheduled to Expire (prior to redistricting)
1	Christina Fraga-Saenz	June 30, 2022
2	Dean Henderson	June 30, 2022
3	Stacia Nemeth	June 30, 2023
4	V. Jesse Smith	June 30, 2022
AT LARGE	Bart Avery	June 30, 2023

Existing Municipal Code section 2.46.040, "Terms of Office" indicates that districts 1, 2, and 4 expire on June 30 of every even-numbered year, and district 3 and the at-large seat expire every odd numbered year.

PMC 2.46.030 provides that Planning Commissioners must reside within their Planning Commission District. Due to the recent redistricting, now four of the five commissioners reside in districts other than their original district. Additionally, four of the five commissioners reside in Districts 2 and 5. This conflicts with the existing code which states that each commissioner should live in the district from which they are appointed.

AFTER REDISTRICTING

District	Commissioner	Term Scheduled to Expire (prior to redistricting)
1	n/a	n/a
2	Dean Henderson (still in 2) Bart Avery (was at-large)	June 30, 2022 June 30, 2023
3	n/a	n/a
4	V. Jesse Smith (still in 4)	June 30, 2022
5	Christina Fraga-Saenz (was in 1) Stacia Nemeth (was in 3)	June 30, 2022 June 30, 2023

DISCUSSION

The proposed ordinance does seven things:

First, as proposed, instead of there being four planning commissioner districts and one-at large district, there would be five planning commissioner districts. The boundary for each planning district would be the same as the city council district.

Second, the ordinance would retain the rule that each council/commission district gets exactly one planning commissioner.

Third, the ordinance changes the appointing authority for the commissioners. The existing code states that it is the *Mayor*, with the approval of the City Council, who appoints each planning commissioner. The proposed ordinance would change the rule such that each *Councilmember* has the appointment power for their respective districts, with the approval of the City Council. The ordinance includes an uncodified provision (Section 2) that would establish that, until a councilmember is sworn in to represent District 5, the Mayor shall have the authority to nominate/appoint as if he were the councilmember representing District 5.

Fourth, the ordinance adds numbering for ease of administration.

Fifth, the ordinance indicates that if, in the future, district boundaries change, and such boundary change causes a commissioner to no longer live in the district from which they were appointed, then such commissioner may continue to serve on the Planning Commission until the next date that the City Council appoints any person to the Planning Commission, provided that the commissioner otherwise would be authorized to serve on the Commission.

Sixth, the ordinance includes an uncodified provision to clarify that appointments may occur at this June 15, 2022 meeting, or at any other special meeting in June of 2022.

Last, the ordinance would change the termination dates for planning commission terms; the ordinance would not change the fact that each commissioner is appointed to a two-year term. Currently, the ordinance states that the terms of councilmember districts 1, 2 and 4 expire in every even numbered year, and district 4 and the “at large” district expire in odd-numbered years. The proposed ordinance would change this to 1, 3, and 4 expiring in even numbered years, and 2 and 5 expiring in odd numbered years. This is proposed because, commissioners Avery and Nemeth were slated to have one year left on their term. With this change, if they continue on the commission, then by representing districts 2 and 5, they would continue to have just one year remaining on their term of office. The Council can consider whether such change would still be appropriate if commissioner Henderson, Fraga-Saenz, or another commissioner were to be appointed to serve in districts 2 and/or 5 instead.

Staff is proposing that the City Council adopt an Urgency Ordinance that would become immediately effective with a 4/5 vote of the Council.

FISCAL IMPACT

None.

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:	Scott E. Porter, Acting City Attorney
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, Acting City Attorney

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
URGENCY ORDINANCE NO. U-1590

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING CHAPTER 2.46 REGARDING PLANNING COMMISSIONER APPOINTMENTS

WHEREAS, Chapter 2.46 of the Palmdale Municipal Code sets forth the procedures governing the appointment of Planning Commissioners; and

WHEREAS, these procedures currently require that four Commissioners be appointed from four City Council districts and one Commissioner appointed at large; and

WHEREAS, on April 6, 2022, the City Council adopted Ordinance No. 1579 that established five council districts; and

WHEREAS, the City Council desires to amend Chapter 2.46 to provide that Planning Commissioners be appointed in a manner that is consistent with the currently established five City Council districts; and

WHEREAS, the City Council finds that there is a need to enact these amendments immediately because the terms of three Planning Commissioners are expiring June 30, 2022, and new appointments must be made to ensure continuity of the Planning Commission's operations and avoid delays in approving urgently needed housing and other projects, and to avoid city liability, and that as a result this ordinance is needed for the immediate preservation of the public peace, health and safety.

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Municipal Code Amendment. Sections 2.46.030 ("Composition and appointment of Commissioners") and 2.46.040 ("Terms of office – Vacancies") of Chapter 2.46 ("Planning Commission") of Title 2 ("Administration and Personnel") of the Palmdale Municipal Code are hereby amended as follows:

2.46.030 Composition and appointment of Commissioners.

(A) (1) The Planning Commission shall consist of five commissioners, ~~four~~ each of whom shall be appointed from Planning Commission districts ~~and one who shall be appointed at large~~. All Commissioners shall be voting members of the Planning Commission.
(2) No Commissioner shall be a member of the City Council.

(3) ~~The four district Commissioners~~ To be appointed, each Commissioner must be a resident of the district from which they are appointed.

(4) In general, if a district Commissioner ceases to be a resident of the district from which he or she is appointed, that Commissioner's appointment will automatically terminate. However, if a commissioner ceases to be a resident of the district from which he or she is appointed because the district boundaries changed to a new district, such commissioner may continue in office until any new commissioners are appointed, at which time all commissioners shall be required to reside in the district for which they have been appointed. ~~The at-large Commissioner must be a resident of the City. If the at-large Commissioner ceases to be a resident of the City, that Commissioner's appointment will automatically terminate.~~

(5) Commissioners serve at the pleasure of the City Council and may be removed prior to the expiration of their term by a vote of a majority of the members of the City Council.

(B) ~~The Mayor~~ Each Councilmember, with the approval of the City Council, shall appoint the Planning Commissioner for their corresponding district as follows:

(1) The ~~at-large~~ district Planning Commissioner position shall be advertised, seeking volunteers willing and desiring to be appointed to the Planning Commission. Any person seeking to be so appointed must complete and submit the City volunteer application, together with any other information requested by the ~~Mayor~~ Councilmember.

(2) All such applications shall be provided to the City Council for review. The ~~Mayor~~ Councilmember for the corresponding district shall, at a regularly scheduled City Council meeting, nominate, from among such applicants, the person whom the city councilmember desires to appoint to the Planning Commission.

(3) If the nomination by the ~~Mayor~~ Councilmember is approved by a majority vote of the City Council, the City Councilmember may then proceed to appoint the person to the Planning Commission.

(4) If the nomination by the ~~Mayor~~ Councilmember is not approved by a majority vote of the City Council, the City Councilmember will nominate a different candidate until someone is approved by majority vote of the City Council.

2.46.040 Terms of office – Vacancies.

(A) The terms for districts 1, ~~2~~ 3 and 4 expire on June 30th of every even-numbered year. The terms for district ~~3~~ 2 and ~~the at large commissioner~~ 5 expire on June 30th of every odd-numbered year. Notwithstanding the foregoing, all Commissioners will hold office until their successors are qualified and take office.

(B) All vacancies will be filled in accordance with PMC 2.46.030 to fill the unexpired term of the vacated seat.

SECTION 2. Temporary Mayoral Appointing Power for District 5. It is acknowledged that as the date this ordinance became effective, neither the current Mayor, nor any other member of the City Council resides in District 5. As such, until a Councilmember has been sworn in to represent District 5 (which is expected to occur in late 2022), for purposes Municipal Code section 2.46.030 only, the Mayor shall be deemed to be the councilperson who was elected from District 5, and who is therefore authorized to nominate and, with a majority vote of the City Council, appoint the nominee, to the planning commission.

SECTION 3. Appointment at Special Meeting. The City Council recognizes that Municipal Code 2.46.030(B)(2) states that appointments should be made at a "regularly scheduled meeting" of the City Council. For the avoidance of doubt, the City Council declares that this requirement shall not apply to appointments which occur at the special meeting on June 15, 2022 or any subsequent special meeting in June of 2022. The City Council finds that this exception is appropriate because of the urgent need to make appointments on or before June 30, 2022, and because there is no remaining regularly scheduled City Council meeting in June of 2022. The City Council further notes that this exception is consistent with the purpose of this subsection, which is to ensure public is notified of potential nominations. The Council further notes that the appointment of planning commissioners had previously been considered at the June 1, 2022 regular meeting and it was announced at that meeting that appointments would be considered at the June 15, 2022 meeting. Therefore, all interested persons would have been informed that appointments would be considered at the June 15 meeting or thereafter.

SECTION 4. Emergency Declaration. The City Council declares this Urgency Ordinance to be an emergency measure, to take effect immediately upon adoption pursuant to California Government Code section 36934. The facts constituting the emergency include the urgent need for additional housing within the City of Palmdale and the housing projects currently pending that require Planning Commission action. Three of the current five Planning Commissioners' terms are expiring June 30, 2022, two of which are ineligible for reappointment due to recent redistricting. This ordinance is necessary for the immediate preservation of the public peace, health and safety for a few reasons. First, if this Urgency Ordinance is not immediately effective, lawful Planning Commissioner appointments could not be timely made and the Commission would be unable to conduct business due to a lack of a quorum. Second, urgently needed housing projects and other development within the City would be unnecessarily delayed. Third, failure to act on applications in an efficient manner could subject the city to legal liability.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Urgency 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 Urgency 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 Urgency Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 6. CEQA. The City Council finds the approval of this Urgency 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.

SECTION 7. Effective Date. This Urgency Ordinance shall become effective immediately.

SECTION 8. Certification. The City Clerk shall certify to the adoption of this Urgency Ordinance and shall cause this ordinance to be published or posted as required by law.

PASSED, APPROVED and **ADOPTED** this 15th day of June, 2022.

Approved as to form:

Scott E. Porter
Acting City Attorney

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, 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 15th day of June, 2022 effective on the 15th day of July, 2022 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____

Shanae S. Smith, City Clerk

City Council Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY ATTORNEY**

DISTRICT: **ALL**

SUBJECT: **REMOVAL AND APPOINTMENT AND/OR REAPPOINTMENT OF PLANNING COMMISSIONERS**

ISSUE

Removal and appointment and/or reappointment of Planning Commissioners.

RECOMMENDATION

If the City Council has adopted the urgency ordinance in the manner proposed by staff, staff recommends all of the following actions occur:

1. Vote to remove all members from the Planning Commission;
2. Accept a nomination for Council District 1 from Councilmember Bishop and vote to approve such nomination, and then Councilmember Bishop appoint said nominee.
3. Accept a nomination for Council District 2 from Mayor Pro Tem Loa and vote to approve such nomination, and then Councilmember Loa appoint said nominee.
4. Accept a nomination for Council District 3 from Councilmember Bettencourt and vote to approve such nomination, and then Councilmember Bettencourt appoint said nominee.
5. Accept a nomination for Council District 4 from Councilmember Carillo and vote to approve such nomination, and then Councilmember Carillo appoint said nominee.
6. Accept a nomination for Council District 5 from Mayor Hofbauer and vote to approve such nomination, and then Mayor Hofbauer appoint said nominee.

BACKGROUND

The following charts show how the commission membership existed before and after the Council seats were redistricted pursuant to ordinance 1579 which was adopted on April 6, 2022.

BEFORE REDISTRICTING
(Districts 1, 2, 4 expire in 2022)
(3 and at large expired in 2023)

District	Commissioner	Term Scheduled to Expire (prior to redistricting)
1	Christina Fraga-Saenz	June 30, 2022
2	Dean Henderson	June 30, 2022
3	Stacia Nemeth	June 30, 2023
4	V. Jesse Smith	June 30, 2022
AT LARGE	Bart Avery	June 30, 2023

AFTER REDISTRICTING

District	Commissioner	Term Scheduled to Expire (prior to redistricting)
1	n/a	n/a
2	Dean Henderson (still in 2) Bart Avery (was at-large)	June 30, 2022 June 30, 2023
3	n/a	n/a
4	V. Jesse Smith (still in 4)	June 30, 2022
5	Christina Fraga-Saenz (was in 1) Stacia Nemeth (was in 3)	June 30, 2022 June 30, 2023

This meeting's agenda includes an urgency ordinance to amend Chapter 2.46, the Chapter which regulates Planning Commission appointments. It is recommended that if the urgency ordinance is adopted, the planning commissioners be appointed consistent with the procedures outlined in that urgency ordinance.

FISCAL IMPACT

Commissioners receive $100 per meeting, a maximum of $200 per month.

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:	Scott E. Porter, Acting City Attorney
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, Acting City Attorney

City Council Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**
CITY CLERK DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE NOMINATION FOR APPOINTMENT TO THE BOARD OF LIBRARY TRUSTEES**

ISSUE

Approve nomination for appointment to the Board of Library Trustees.

RECOMMENDATION

Pursuant to Ordinance No. 1561, staff recommends the City Council select one (1) applicant of the following individuals for nomination of appointment to the Board of Library Trustees:

1. Appoint the following individual to serve as Board of Library Trustee for a three-year term to expire on June 30, 2025.

1. Michael Friedlander
2. Alexis Talavera
3. Evgeny Ivanov
4. Shushanik Petrosyan
5. Anthony Orduna

BACKGROUND

The Library Board is made up of five (5) members, who are appointed by the City Council. The Board of Library Trustees operates under the Education Code and serve a three-year term and must be a resident of the City of Palmdale. Due to the resignation of Trustee, President Pro Tem John Manning, the Office of the City Clerk in conjunction with the Human Resources Department opened recruitment to fill the position, which will become vacant effective June 30, 2022.

DISCUSSION

At the March 2, 2021, City Council meeting, the City Council approved Ordinance No. 1561 (attached), amending Palmdale Municipal Code Section (“PMC”) 2.08.030 regarding the way appointments to the Boards, Commissions and Committees by the City

Council are conducted. The procedure conferred the power of appointment to boards or commissions, other than those listed with alternate procedures in the PMC, to the Mayor with concurrence by the City Council.

Ordinance No. 1561 allows for Mayor, as well as City Councilmembers to nominate a member to an appointed body. Unless specifically provided in the PMC or by State Law, the City Council shall make all appointments to Boards, Commissions and Committees. Should candidates nominated by the Mayor and Councilmembers fail to be approved by a majority vote, another candidate will be nominated until someone is approved by the Council. “If the nomination by the City Council is not approved by a majority vote of the City Council, the City Council will nominate, by motion, a different candidate until someone is approved by majority vote of the City Council for the position under consideration.”

A Notice of Vacancy was advertised in the Antelope Valley Press, as well as NEOGOV, the City’s cloud-based recruitment management system, to allow interested citizens to apply. Related job details are attached. The Classified Ad and the application were also available in the Office of the City Clerk. Staff received five (5) applications by the May 31, 2022, 6:00 p.m. application deadline.

On June 2, 2022, the City Clerk provided the applications to Mayor Hofbauer and the City Council for review and consideration.

FISCAL IMPACT

There is no fiscal impact associated with this item.

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:	Shanae S. Smith, City Clerk
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Christopher Beck, City Attorney

ATTACHMENTS

1. Ordinance No. 1561
2. Board of Library Trustees – Job Details

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1561

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE PALMDALE MUNICIPAL CODE SECTION 2.08.030 REGARDING APPOINTMENTS TO BOARDS AND COMMISSIONS BY THE CITY COUNCIL

WHEREAS, On July 2, 2008, the City Council passed and adopted Ordinance No. 1357 that amended Section 2.08 of the Palmdale Municipal Code (PMC).

WHEREAS, PMC Section 2.08.030 governs the manner in which appointments are made to boards and commissions of the City Council.

WHEREAS, The method and manner of appointments pursuant to the amended PMC 2.08.030 is such that the mayor is responsible for all appointments to said boards and commissions, with ratification by the City Council.

WHEREAS, Under the PMC 2.08.030, the mayor is to nominate all persons to boards and commissions, and there is no 'second' required for such nomination.

WHEREAS, Under the PMC 2.08.030, city council members do not have the ability to nominate persons to boards and commissions.

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Amend Palmdale Municipal Code Section 2.08.030 Repeal and replace Palmdale Municipal Code Section 2.08.030 to read as follows:

PMC 2.08.030: Appointments to Boards, Commissions, and Committees

Unless otherwise specifically provided in this code or by State Law, the City Council shall make all appointments to boards, commissions and committees of the City as follows unless otherwise formed by Resolution:

A. City Council boards, commissions and committees shall consist of a minimum of five members, of whom shall be nominated by each City Councilmember and the Mayor, subject to approval by the City Council for appointment. All members shall be voting members of the board, commission, or committee. No member shall be a member of the City Council. It is preferable that City Councilmember's appointee reside within the Councilmember's district, however, is not required when subject matter expertise is desirable. The Mayor may nominate an individual that represents the City at large whom may reside in any district. Members serve at the pleasure of the City Council and may be removed prior to the expiration of their term by a vote of a majority of the members of the City Council.

B. All board and commission vacancies shall be advertised, seeking volunteers willing and desiring to be appointed to fill such vacancies. Any person seeking to be so appointed must complete and submit the city ~~volunteer~~ application, together with any other information requested by the City Council as appropriate for a specific board or commission.

C. All such applications shall be provided to the Mayor and City Council for review, who shall, at a regularly scheduled City Council meeting, nominate, from among such applicants, the persons whom the Mayor and a City Councilmember desires to appoint by making a motion ~~which need not be seconded,~~ for each such appointment.

D. If the nomination by the Mayor and City Councilmember is approved by a majority vote of the City Council, the nominating City Councilmember may then proceed to appoint the person to the board or commission under consideration.

E. If the specific nomination by the Mayor and/or City Councilmember is not approved by a majority vote of the City Council, the City Council will nominate, by motion, a different candidate until someone is approved by majority vote of the City Council for the position under consideration.

F. All members of boards, commissions and committees serve at the pleasure of the City Council and are subject to removal by a majority vote of the City Council.

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. 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) 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. 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.

SECTION 4. 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 2nd day of March 2021

Steven D. Hofbauer, Mayor

Approved as to form:

Christopher Beck
City Attorney

ATTEST:

Shanae S. Smith, City Clerk

I, Shanae s. Smith, 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 2nd day of March, 2021 effective on the 1st day of April, 2021 by the following roll call vote:

AYES: Bettencourt, Carrillo, Loa, Bishop

NOES: Hobauer

ABSTAIN: None ABSENT: None

Date: 3/18/2021

Shanae S. Smith, City Clerk

(https://secure.neogov.com/aurora)

OHC

Search

Shanae Smith

Dashboard (/aurora/dashboard) Jobs

(/aurora/settings)

Job Detail

Board of Library Trustees (5122022)

Expired

Summary Questions Benefits

529	5	5
Job Views	Applications	Active Applications

Title
Board of Library Trustees

Number
5122022

Location
38300 Sierra Highway, Suite A - City Hall, Palmdale

Advertise From
05/12/2022

Closing Date/Time
05/31/2022 06:00 PM

Assigned To
Candace Beck

Class Spec

Board of Library Trustees

Department
City Clerk

Division
N/A

Job Listing
Default

Job Type
Board, Commission, and Committee Appointments

Exam Type
Boards and Commissions

Reapply Period
90

ApplicationTemplate
Default

Bilingual Language
==None

Category
Miscellaneous

Government Jobs Location
N/A

Salary
$0.00 - $0.00 Hourly

Salary Display
N/A

DESCRIPTION

Looking for a volunteer opportunity? Interested in public libraries and understand their importance in meeting the educational, recreational, and informational needs of the community?

The City of Palmdale is looking for engaged, motivated and community-minded volunteers and is accepting applications for one (1) Trustee to serve a term to expire on June 30, 2025.

EXAMPLES OF ESSENTIAL DUTIES

The Library Board operates under the Education Code and is responsible for establishing all Library policies and fees.

The Board meets on the second Wednesday of each month at 5:30 p.m., in the City Hall Council Chambers located at 38300 Sierra Highway, Suite B, Palmdale.

MINIMUM QUALIFICATIONS

Applicants must be a Palmdale city resident, demonstrate interest in the City Library, and attend regular meetings. Applicants will be required to submit and pass a Livescan fingerprint submission via the California Department of Justice. If appointed, a Statement of Economic Interests, Form 700 will also be required.

NEOGOV (https://www.neogov.com/)

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City Council Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS**

DISTRICT: **ALL**

SUBJECT: **APPROVE SECOND AMENDMENT TO THE AMENDED FRANCHISE AGREEMENT BETWEEN THE CITY OF PALMDALE AND WASTE MANAGEMENT OF CALIFORNIA, INC., DBA WASTE MANAGEMENT OF ANTELOPE VALLEY FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES**

ISSUE

Approve Second Amendment to the Amended Franchise Agreement between the City of Palmdale and Waste Management of California, Inc. dba Waste Management of Antelope Valley for Integrated Solid Waste Management Services.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve in concept the attached version of the Second Amendment to the Amended Franchise Agreement between the City of Palmdale and Waste Management of California, Inc. dba Waste Management of Antelope Valley for Integrated Solid Waste Management Services (Agreement No. A-5852); and
2. Authorize the Interim City Manager and the Acting City Attorney to negotiate and execute the amendment for an implementation date of July 1, 2022.

BACKGROUND

Staff recommends the approval of the Second Amendment to the Amended Franchise Agreement between the City of Palmdale and Waste Management of California, Inc. dba Waste Management of Antelope Valley for Integrated Solid Waste Management Services (Franchise Agreement), without adjusting the term of the agreement as outlined below. The second amendment was prepared and negotiated as a result of California's Short-Lived Climate Pollutant Reduction Strategy also known as Senate Bill (SB) 1383. This bill aims to reduce organic waste disposal by 75 percent and 20 percent of edible food, that is currently being disposed of as edible food, must be recovered for consumption by those in need by 2025.

To comply with State Law and these goals, the City must implement and enforce several types of programs. These programs include, but are not limited to:

- Providing mandatory organic waste curbside collection services to all residents and businesses;
- Establishing an edible food recovery program that recovers edible food from the waste stream and redistributes it to food rescue organizations;
- Conducting outreach and education to all affected parties, including generators, haulers, facilities, edible food recovery organizations, and City departments;
- Conduct capacity planning for organic waste and edible food recovery;
- Procure recycled organic waste products such as compost, mulch, renewable natural gas and energy, and recycled content paper and paper products; and
- Inspecting and enforcing compliance along with maintaining extensive records and documentation.

DISCUSSION

Due to SB 1383 requirements, it is necessary to request additions and enhancements to the Franchise Agreement. The Franchise Agreement sections necessitating changes include Definitions, Limitations to Scope, Fees, Direct Services, and Rate Structure (staff is still negotiating the approved rate increase methodology however it will not affect the proposed 2022-2023 fiscal year rates). After negotiating with WM (formerly known as Waste Management), staff believes the proposed changes in the Second Amendment reasonably addresses SB 1383 requirements. The proposed changes are as follows:

SB 1383 compliance will have an impact on rates paid by all WM customers. Rate increases for residential, commercial, and industrial accounts have been outlined in the proposed amendment. Rate increases will allow compliance issues such as the increased tonnage going to our organics processor for processing all residential organics rather than just residential green waste; meeting commercial recycling and organics processing requirements; and monitoring and enforcement requirements imposed on both the City and WM. Currently, the City's organic waste is being diverted to Kochergen Farms in Avenal, which is approximately a three-hour drive from Palmdale and is a short term solution. An organics feasibility study is currently being conducted to estimate the incremental cost and benefits of sending organic waste to a proposed local facility and will help the City determine where our organics will be diverted for the long term.

The impacts to rates are as follows:

- WM will receive their annual rate increase of 4.7 percent based on nationwide applicable cost index changes as calculated by the United States Department of Labor.
- Residential accounts will have an additional increase of 20.51 percent, bringing the total overall increase to 25.21 percent. The majority of City residents

receive WM's standard service and their rates will increase from $26.68 per month to $33.41 per month.

- Commercial accounts will have an additional increase of 11.3 percent, bringing the total overall increase to 16.0 percent. Commercial accounts vary significantly; however for comparison, the collection rate for a three cubic yard bin once per week will increase from $146.90 per month to $170.40 per month.
- Industrial accounts will have an additional increase of 2.3 percent, bringing the total overall increase to 7.0 percent. For reference, the handling and rental fee for a 25 cubic yard trash roll-off bin will increase from $320.40 for one week to $342.83.

WM also proposed the following new rate categories:

- Residential Contaminated Recycling and Organics Container Fee at $22.40 per occurrence (City will work with WM in monitoring and providing sufficient notices to residents prior to assessing the fee).
- The following per ton rates for roll-off containers:
    - Recyclables - $114.18
    - Construction and Demolition Debris - $104.91
    - Organic Waste - $90.54

Definitions being added or modified are as follows:

- Section 1.53 is changed from "Source Separated" to "Source Separated Recyclable Material".
- Section 1.61 adds "Blue Container".
- Section 1.62 adds "Edible Food".
- Section 1.63 adds "Food Recovery".
- Section 1.64 adds "Food Recovery Organization".
- Section 1.65 adds "Food Recovery Service".
- Section 1.66 adds "Gray Container".
- Section 1.67 adds "Green Container".
- Section 1.68 adds "Source Separated Green Container Organic Waste" or "SSGCOW".

The Limitations to Scope section has been modified to outline the following topics:

- Section 2.9.1 (O) adds Edible Food.
- Section 2.9.1 (P) adds Food and Beverage Byproducts.
- Section 2.9.1 (Q) adds On-Site or Community Composting.
- Section 2.16 adds Generator Waivers.

Fees from WM are being added and modified to offset costs to the City stemming from compliance efforts with SB 1383 requirements and the City's ongoing efforts to address illegal dumping.

- Section 3.3 – AB 939 Fee is to be increased to a starting amount of $187,000.
- Section 3.5 – City Program Study Support Fee – Replaces the biennial audit requirement, retains the fee for program-related expenses, such as consultants and studies at $69,000, payable biennially.
- Section 3.6 – Software Fee (replaces Mobile App Fee) – Fee is updated to a new starting amount of $37,000.
- Section 3.7 – Abandoned Item Abatement Program Fee – Fee is updated to a new starting amount of $290,000.
- Section 3.11 – SB 1383 Fee – New fee would start at $100,000.

Direct Services for the most part are being enhanced to include SB1383 requirements, including the transfer and processing of collected organics for residential and commercial residents.

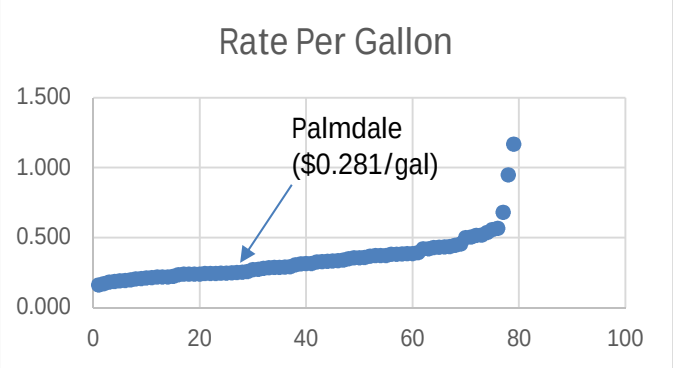
- Section 4.5.2 is being revised to include Organic Waste containers requested by City departments and to provide 24 roll-off boxes per year to the City for cleanup campaigns.
- Section 4.8.3 addresses hauler route reviews and sets a minimum of five percent of containers to be reviewed annually.
- Section 4.9 is revised to make recycling contamination provisions applicable to both recyclable materials and organic waste containers.
- Section 4.11.3 addresses State cart color requirements.

As mentioned above, WM requested a revised methodology to determine annual rate increases. Staff is working with WM to determine a rate increase methodology reflective of increase costs to provide services to accounts in the City. The final formula will factor increased costs, including changes in disposal and/or processing costs. However, it will continue to be capped at a maximum five percent per year as currently outlined in the Franchise Agreement. Additionally, as outlined in the attached, staff is still negotiating certain rates and the impacts of the above-mentioned State required changes on the fees.

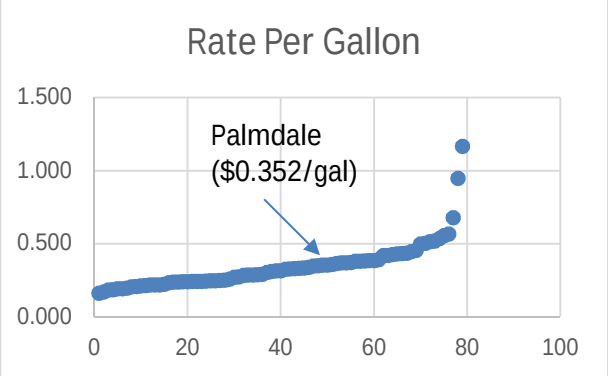
The City's Franchise Agreement term with WM is until June 30, 2026; with the option to extend a maximum 24 months. WM prepared an alternative proposal in exchange for extending the term until June 30, 2032 (six additional years). Although residents and businesses will realize some savings with the alternative proposal (standard residential services will be discounted less than a dollar per month), staff does not recommend the proposal. The main reason being that the City is conducting an organics feasibility study and once the City moves forward with the chosen solution, staff anticipates further rate impacts. Additionally, if it is feasible to move forward with the proposed Hitachi Zosen-

INOVA anaerobic digestion facility, it will be operational within approximately two years and as is, would be in operation for two years with the current franchise agreement term. Both scenarios would make it premature to add years to the current term of the Franchise Agreement.

Rate Comparisons

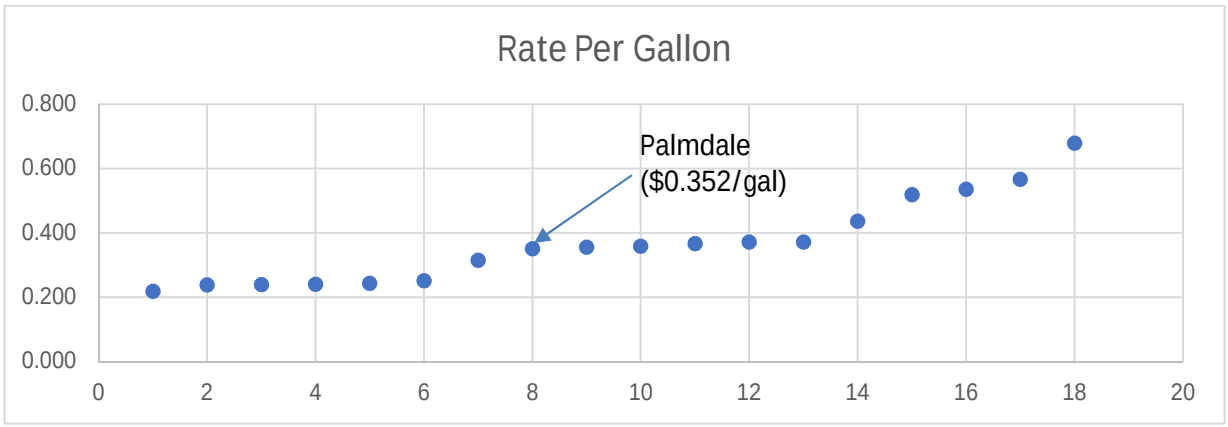


Staff was able to obtain a study of solid waste collection rates as of July 1, 2021. Using the data, staff found that Palmdale residents currently have rates ranked as the 32nd lowest rates in comparison to the 79th LA County jurisdictions used in the evaluation (according to the study, Palmdale is actually 35th, but it is based on monthly rates and staff felt that a comparison of price per gallon of trash collected was more appropriate since several cities had 64-gallon containers as the standard size rather than 96-gallons as implemented by the majority, including Palmdale).

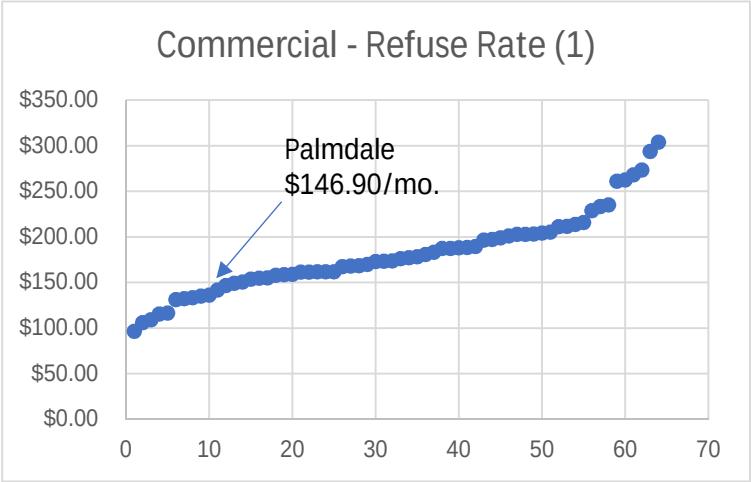


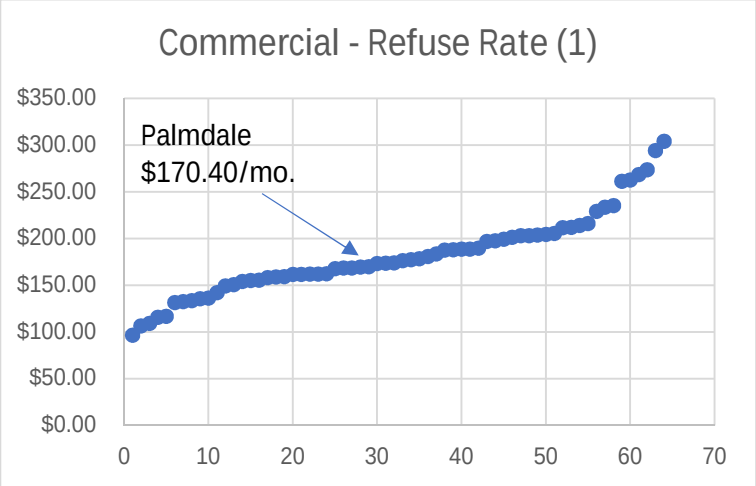
With the proposed rate increase, in comparison to the rates as they stand for the current fiscal year, Palmdale residential rates are ranked as the 48th lowest rates. The following demonstrates where Palmdale's rates are in comparison to the other jurisdictions.

At the time of the study, only 18 of the jurisdictions had a full residential organics program. In comparison to those jurisdictions, Palmdale residents have the 8th lowest rates as outlined in the table below.



The study also looked at commercial rates. However, the comparison could only compare 64 jurisdictions to make the evaluation equitable. The analysis was based on the monthly rate for a three cubic yard bin collected once per week from a business. Based on the analysis, Palmdale businesses currently have the 12th lowest rate.





New State requirements also have an impact on commercial rates and the study did not go into detail which cities have or haven't incorporated all of the changes required for commercial services. In comparing the City's revised rates to the current rates of the cities, Palmdale's rate for a three cubic yard bin once per month is the 29th lowest rate in the County.

FISCAL IMPACT

The second amendment will provide updates or additions to WM's rate structure starting in July 2022. It will also direct additional funds to the City, which follows guidance from the California Department of Resources Recycling and Recovery (CalRecycle), when outlining how jurisdictions can meet additional compliance mandates as required by SB 1383.

STRATEGIC PLAN

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

C. Use a variety of methods to communicate timely, useful, and trusted information about city programs, services and policies.

Goal III: Invest in infrastructure to improve community livability.

B. Implement and administer environmentally sustainable programs.

Prepared by:	Chuck Heffernan, 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, Acting City Attorney

ATTACHMENTS

WM A-5852 Second Amendment
Rate Impact Matrix

SECOND AMENDMENT TO AGREEMENT A-5852 BETWEEN CITY OF PALMDALE AND WASTE MANAGEMENT OF CALIFORNIA, INC., DBA WASTE MANAGEMENT OF ANTELOPE VALLEY FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES

* * *

July 1, 2022

SECOND AMENDMENT TO AGREEMENT A-5852 BETWEEN THE CITY OF PALMDALE AND WASTE MANAGEMENT OF CALIFORNIA, INC. DBA WASTE MANAGEMENT OF ANTELOPE VALLEY

This Second Amendment to the Solid Waste Franchise Agreement (“Second Amendment”) No. A-5852 is made and entered into by and between the City of Palmdale (hereinafter called "City") and Waste Management of California, Inc., a California corporation, dba Waste Management of Antelope Valley (hereinafter called "Company") for the collection, transportation, recycling, processing and disposal of residential, commercial and industrial solid waste and other services related to meeting the requirements of the California Integrated Waste Management Act of 1989 (AB 939) and other applicable law.

RECITALS:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and,

WHEREAS, the Legislature of the State of California, by enactment of Assembly Bill 341 (California Public Resources Code Section 41780.01(a) et seq.), has declared that it is the policy goal of the state that not less than 75 percent of solid waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter; and,

WHEREAS, Assembly Bill 341 requires businesses that generate four cubic yards or more of commercial solid waste per week or multifamily residential dwelling of five units or more arrange for the reuse, recycling, composting, or other forms of diverting waste from landfills; and,

WHEREAS, the Legislature of the State of California, by enactment of Assembly Bill 1826 (California Public Resources Code Section 42649.8 et seq.), requires that certain businesses arrange for recycling services specifically for Organic Waste; and,

WHEREAS, the Legislature of the State of California, by enactment of Assembly Bill 1826 (California Public Resources Code Section 41881.3 et seq.), mandated that use of green material as alternative daily cover does not constitute diversion through recycling; and

WHEREAS, the Legislature of the State of California, by enactment of Senate Bill 1383 (California Public Resources Code Section 39730.6 et seq.) (“SB 1383”), has declared methane emissions reduction goals of a 50-percent reduction in the level of the statewide disposal of Organic Waste from the 2014 level by 2020, and a 75-percent reduction in the level of the statewide disposal of Organic Waste from the 2014 level by 2025; and

WHEREAS, CalRecycle has adopted regulations to implement the requirements of SB 1383, effective on January 1, 2022. For the purposes of this Second Amendment, “SB 1383 Regulations” refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions

regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR; and

WHEREAS, the City's estimated diversion rate was 71% in 2018; and,

WHEREAS, pursuant to California Public Resources Code Section 40000 et. seq., including section 49300 inclusive, the City has determined that the public health, safety, and well-being require that an exclusive Franchise be awarded to a qualified company for the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the diversion goals required by AB 939, and other requirements of the California Integrated Waste Management Act; and,

WHEREAS, City declares its intention of maintaining reasonable rates and quality service related to the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services; and,

WHEREAS, the City and Company entered into a Solid Waste Franchise Agreement effective July 1, 2018, City of Palmdale Agreement Number A-5852 (“Franchise Agreement”) whereby COMPANY was franchised to provide exclusive residential, commercial and industrial solid waste services in the City; and,

WHEREAS, the City and Company entered into a First Amendment to Solid Waste Franchise Agreement, City of Palmdale Agreement Number A-5852, effective September 1, 2019 (“First Amendment”); and,

NOW, THEREFORE, City and Company ("Parties") hereto desire to revise the terms and conditions of said Franchise Agreement, as amended by the First Amendment, as set forth below; and,

NOW THEREFORE, the Parties agree as follows:

1. The effective date of this Second Amendment is July 1, 2022.

2. **Section 1.28** is modified by adding the following to the last sentence: Edible Food separated for Food Recovery shall not be considered Food Waste.

3. **Section 1.53** is changed from “Source Separated” to “Source Separated Recyclable Material.”

4. **Section 1.61** is added:

> “Blue Container” means, in accordance with 14 CCR Section 18982(a)(5), a container where either the lid of the container is blue in color or the body of the container is blue in color and the lid is either blue, gray, or black in color. Hardware such as hinges and wheels on a blue container may be any color.

5. **Section 1.62** is added:

"Edible Food" means, in accordance with 14 CCR Section 18982(a)(18), food intended for human consumption. For the purpose of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded.

6. **Section 1.63** is added:

"Food Recovery" means, in accordance with 14 CCR Section 18982(a)(24), actions to collect and distribute food for human consumption which otherwise would be disposed.

7. **Section 1.64** is added:

"Food Recovery Organization" means, in accordance with 14 CCR Section 18982(a)(25), an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities including, but not limited to: A food bank as defined in Section 113783 of the Health and Safety Code; A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and, A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

8. **Section 1.65** is added:

"Food Recovery Service" means, in accordance with 14 CCR Section 18982(a)(26), a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery.

9. **Section 1.66** is added:

"Gray Container" means, in accordance with 14 CCR Section 18982(a)(28), a container where either the lid of the container is gray or black in color or the body of the container is gray or black in color and the lid is gray or black in color. Hardware such as hinges and wheels on a gray container may be any color.

10. **Section 1.67** is added:

"Green Container" means, in accordance with 14 CCR Section 18982(a)(29), a container where either the lid of the container is green in color or the body of the container is green in color and the lid is green, gray, or black in color. Hardware such as hinges and wheels on a green container may be any color.

11. **Section 1.68** is added:

"Source Separated Green Container Organic Waste" or "SSGCOW" means organic waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator excluding carpets, Non-Compostable Paper, and textiles. SSGCOW is a subset of Organic Waste.

12. A new **Section 2.9.1 (O)** is added:

Edible Food. Edible Food that is collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or that is transported by the Generator to another location(s), such as the location of a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to collect or receive the Edible Food from the Generator.

13. A new **Section 2.9.1 (P)** is added:

Food and Beverage Byproducts. The hauling of byproducts from the processing of food or beverages and use of such materials as animal feed if the byproducts originate from agricultural or industrial sources, do not include animal (including fish) processing byproducts, are Source Separated by the Generator of the byproducts, and are not discarded; and if the use as animal feed is in accordance with 14 CCR Section 18983.1 (b)(7). Without limiting the generality of the foregoing, Organic Waste discarded by the Generator and collected by the Company in accordance with this Agreement, as amended, and the SB 1383 Regulations shall not be considered food and beverage byproducts, and may not be collected by any third party for such purpose.

14. A new **Section 2.9.1 (Q)** is added:

On-Site or Community Composting. Organic Waste that is composted or otherwise legally managed at the site where it is generated or at a Community Composting Site, as defined in 14 CCR Section 18982(a)(8).

15. A new **Section 2.16** is added:

Generator Waivers. All Customers shall subscribe to the Solid Waste Handling Services, including Organic Waste services, provided by Company under the Agreement unless the City grants a Customer a de minimis waiver, physical space constraint, or collection frequency waiver in accordance with 14 CCR Section 18984.11. When the City grants a waiver to a Customer, the City shall notify Company within seven (7) business days of the waiver approval with information on the Customer and any changes to the Service Level or Collection service requirements for the Customer. Company shall have seven (7) business days to modify the Customer's Service Level accordingly.

16. **Section 3.3** is deleted in its entirety and replaced with the following:

A) To support the City's outreach and administration related to AB 939 programs, and to offset costs that the City expects to incur in connection therewith as a result of entering this Agreement, Company will pay to City an AB 939 support fee. As of the effective date of this Second Amendment, the AB 939 support fee shall be $187,000 per year which shall be adjusted annually in accordance with the annual rate adjustment methodology in Section 6.4.2(a). The AB 939 support fee is payable and due no later than June 30 of each year, and will be deemed late if received after June 30.

B) The AB 939 support fee is an annual payment to fund City staff attending to compliance of AB 939 and have responsibility for coordination of Solid Waste and Recycling activities.

C) The initial amount of $187,000 shall be remitted to City within thirty (30) days of City and Company's execution of this Second Amendment.

17. **Section 3.4** is deleted in its entirety and replaced with the following:

A) To support the City's administration related to Street Sweeping Programs, and to offset costs that the City expects to incur in connection therewith as a result of entering this Agreement, Company will pay to City, as of the effective date of this Second Amendment, a Street Sweeping support fee in the amount of $26,922.27 per year, to recover street sweeping services costs. The Street Sweeping support fee shall be adjusted annually in accordance with the annual rate adjustment methodology in Section 6.4.2(a). The Street Sweeping support fee is payable and due no later than June 30 of each year, and will be deemed late if received after June 30.

B) The Street Sweeping support fee is an annual payment to partially fund a City position designated as Street Maintenance Supervisor, who will have responsibility for coordinating all street sweeping activities.

C) The initial amount of $26,922.27 shall be remitted to City within thirty (30) days of City and Company's execution of this Second Amendment.

18. **Section 3.5 (B)** is deleted in its entirety and replaced with the following:

B) The audit fee shall be $89,000 for the first payment due December 31, 2019, and $69,000 for the second audit fee due December 31, 2021. Subsequent biennial audit fees shall be $69,000, adjusted annually in accordance with the annual rate adjustment methodology in Section 6.4.2(a).

19. **Section 3.6** is deleted in its entirety and replaced with the following:

3.6 Software Fee

A) To support the City's mobile phone application and SB 1383 compliance tracking efforts, Company will pay to City a Software fee in the amount of $37,000 per year, which shall be adjusted annually in accordance with the annual rate adjustment methodology in Section 6.4.2(a). The Software fee is payable and due no later than June 30 of each year, and will be deemed late if received after June 30.

B) The Software Fee is an annual payment to fund the City's mobile phone application for residents to obtain information on Company's services and to assist the City with its compliance tracking efforts.

C) The initial amount of $37,000 shall be remitted to City within thirty (30) days of City and Company's execution of this Second Amendment.

20. **Section 3.7** is deleted in its entirety and replaced with the following:

3.7 Abandoned Item Abatement Program Fee

A) To support the City's collection of abandoned items, Company will pay to City an Abandoned Item Abatement Program fee in the amount of $290,000 per year, which shall

be adjusted annually in accordance with the annual rate adjustment methodology in Section 6.4.2(a). The Abandoned Item Abatement Program fee is payable and due no later than June 30 of each year, and will be deemed late if received after June 30.

B) The Abandoned Item Abatement Program Fee is an annual payment to partially fund City's efforts to address abandoned items and illegal dumping in the City.

C) The initial amount of $290,000 shall be remitted to City within thirty (30) days of City and Company's execution of this Second Amendment.

21. A new **Section 3.11** is added:

Section 3.11 SB1383 Fees.

A) To support the City's outreach and administration related to SB 1383 programs, and to offset costs that the City expects to incur in connection therewith as a result of entering this agreement, Company will pay to City an SB 1383 support fee estimated in the amount of $100,000 per year, such amount to be prorated for the first year following the effective date of the Second Amendment (the "SB 1383 Fee"). The SB 1383 Fee shall be adjusted thereafter in accordance with the annual rate adjustment methodology in Section 6.4.2(a). The SB 1383 Fee is payable and due no later than June 30 of each year, and will be deemed late if received after June 30.

B) The SB 1383 Fee is an annual payment to fund City staff attending to the compliance and have responsibility for coordination of SB 1383 activities.

C) The initial amount of $100,000 shall be remitted to City within thirty (30) days of City and Company's execution of this Second Amendment.

22. **Section 4.5.3** is revised to make its provisions applicable to also include Organic Waste containers and to add the following after the first sentence in the Section: Notwithstanding the foregoing, Company shall not be required to provide more than 24 Roll-off Boxes per year at no cost to the City for cleanup campaigns. Any additional Roll-off Boxes per year requested by the City shall be subject to a charge in accordance with Exhibit A, as may be adjusted pursuant to this Agreement. In addition, Company shall provide portable toilets and hand wash stations if needed for City sponsored events and cleanup campaigns up to a value of $5,000.00 per year at no cost to the City.

23. **Section 1.24, Section 1.58, Section 4.5.1, Section 4.7.1, Section 4.8.2, Section 4.10, and Section 4.11.1** are revised to make their provisions applicable to Organic Waste, and every reference to "Green Waste" shall be replaced with "Organic Waste."

24. **Section 4.7.4, Processing of Organic Waste**, is modified by adding the following after the last sentence: Notwithstanding the foregoing, Company shall not be required to deliver Organic Waste collected under the Agreement to a facility or operation that does not accept such Organic Waste or is unable to process or recover such Organic Waste, as determined by that facility or operation in its sole discretion.

25. **Section 4.7.5, POWR Facility** is deleted in its entirety and replaced with the following:

City and Company agree to work in good faith to explore mutually acceptable solutions for the processing of Organic Waste that would provide for diversion credit toward the state's goal of seventy-five percent (75%) diversion.

26. **Section 4.8.3**, **Contamination Monitoring Hauler Route Reviews** is added:

Commencing on or before July 1, 2022, the Jurisdiction and the Company shall conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is reasonably deemed safe by the Jurisdiction; and, is conducted in a manner that results in all Hauler Routes being reviewed at least annually as set forth below.

1. Methodology and Frequency

The Company shall conduct a route review utilizing WM Smart Truck℠ Technology. Collection trucks will be equipped with GPS and image capture technology, which will allow Company to capture real time data of every container serviced in a route, associating each container service with a customer in Company's database.

Route reviews will be conducted in accordance with the methodology set forth: Hauler Routes will be reviewed for Prohibited Container Contaminants in Collection Containers such that a minimum of five percent (5%) of Containers on every Hauler Route are reviewed annually. The data collected from Hauler Route reviews will be analyzed and instances of contamination will be recorded. Notices of recorded contamination incidents will be sent to generators along with targeted education materials. A summary report of instances identified during the review period and notices sent will be provided to the City to supplement its annual reporting to CalRecycle. The Company shall submit any proposed modifications to the route review methodology for the coming year to the City no later than June 30 of each fiscal year describing its proposed modification for the fiscal year. Such proposed modification shall comply with 14 CCR Section 18984.5(b).

2. Notices to Generators

Upon finding Prohibited Container Contaminants in a Container, City and Company, intends to notify the Generator by attaching or adhering a notice, courtesy pick-up notice, notice of assessment of a contamination processing fee, and/or non-collection notice to the Generator's Container(s), gate, or door; or sending the notice by mail, email, text, or otherwise electronically messaging a digital courtesy pick-up notice, digital notice of assessment of a contamination processing fee, and/or digital non-collection notice to the Generator.

3. Company Response to Notices

When Company Provides Courtesy Notices or Notices of Assessment of Contamination Processing Fees, Company is instructed to Collect the contaminated Source Separated Recyclable Materials or SSGCOW in these containers.

4. Record Keeping and Billing

Company will maintain records of the non-collection notices, courtesy pick-up notices, and contamination processing fee notices.

27. **Section 4.9 Recycling Contamination** (as amended by the First Amendment) is revised to make its provisions applicable to both Recyclable Materials and Organic/Green Waste Containers and apply to both Residential Accounts and Commercial Accounts; provided, however, that Company is not authorized to remove Recyclable Materials Containers from Residential Accounts under subsection (B) and subsection (B) is deleted in its entirety. Company is permitted to notify Customers by mail, email, text other electronic means, or a container tag, providing an explanation of contamination for Recyclables and Organics/Green Waste containers as required under Section 4.9(A) and take follow up actions as outlined in Section 4.9(C), as amended by this Second Amendment.

28. **Section 4.9(C)** is deleted in its entirety and replaced with the following:

For the third and subsequent occurrences within a rolling twelve-month period where Company documents that a particular premise has a Recyclable Materials, Organic/Green Waste, or Solid Waste Container with contamination, Company may collect the contaminated container as refuse for disposal or service the Recyclable Materials or Organic Waste Container, and in addition may charge the premises a Contaminated Recycling and Organics Container Fee, in the amount set forth on Exhibit A. In addition to prevent future incidents of contamination, Company may in its sole discretion take the following actions: (1) deliver additional or larger Containers to the premises, or require additional weekly collections and charge the premises for such increased or additional services at the rate set forth on Exhibit A; (2) for Customers receiving Bin service, install locking Bins and charge the Customer for such; or (3) remove the offending Container. Any increased capacity or collection frequency, or the removal of an offending Container, will remain in effect until Company determines that it is no longer needed to prevent contamination.

At least ten (10) days prior to taking the actions described in (1), (2), or (3) above, Company's representative shall contact the Customer by phone, text, other electronic means, U.S. mail, e-mail or in person to confirm that Customer has the appropriate level of service. Company shall notify the City within five (5) business days of taking these actions. The City will consider, and pursue as applicable, appropriate legal remedies against offending Customers in order to secure discontinuance of contamination. All of the City's costs of pursuing such remedies shall be recoverable from the offending Customer.

29. **Section 4.11.2(J)(1)** is deleted in its entirety and replaced with the following:

Vehicle Types. Company is required to use low-emission or alternative fueled, state-of-the-art, regenerative air and/or mechanical broom sweepers that are certified to meet all Local, State and Federal Environmental Protection Agency (EPA) and National Pollution Discharge Elimination System (NPDES) compliance mandates. Vehicles must not be over ten (10) years in age.

30. **Section 4.11.3 (A)(2)** is deleted in its entirety and replaced with the following:

The Green Container shall be provided for the collection of Organic Waste. The Green Container shall be intended for the collection of Organic Waste only and not non-organic

waste. The contents of the Green Container shall be transported to a facility that recovers source separated organic waste.

The Blue Container shall be provided for the collection of non-organic recyclables only but may include the following types of organic wastes: paper products, printing and writing paper. The contents of the Blue Container shall be transported to a facility that recovers the materials designated for collection in the Blue Container.

The Gray Container shall be for the collection of Refuse only.

31. **Section 5.3.4** is revised to provide that the Recycling Coordinator may also assist the City with administering those portions of the California Code of Regulations Title 14, Division 7, Chapter 12 regulations applicable to Company.

32. **Section 6.4.2, Rate Adjustment Calculation** is deleted in its entirety and replaced with the following:

On each July 1 during the term hereof, commencing July 1, 2022, the Rates shall be adjusted annually based upon percentage changes in the Service Component and the Diversion and Disposal Component as set forth below, with initial weighting of each being, respectively, 54% for the Service Component and 46% for the Diversion and Disposal Component, subject to re-weighting as set forth in Section 6.4.2(c). An example calculation is set forth in Exhibit B-1.

(a) Service Component Adjustment. The Service Component shall be adjusted annually by the percentage change in the Consumer Price Index Garbage and Trash Collection (U.S. City Average; Series ID: CUUR0000SEHG02, CUUS0000SEHG02; Base Period – December 1983=100) as published by the United States Department of Labor, Bureau of Labor Statistics, not seasonally adjusted, calculated as follows: The CPI adjustment will be calculated using the average of the monthly percentage changes in the CPI index between the Current Measurement Period (defined as the 12 months ending the last day of December of the current year preceding the adjustment date) and the Prior Measurement Period (defined as the 12 months ending the last day of December of the prior year).

(b) Diversion and Disposal Component. The Diversion and Disposal Component shall consist of the percentage change in the average Diversion and Disposal cost per ton for the Current Measurement Period compared to the average Diversion and Disposal cost per ton for the Prior Measurement Period. The Diversion and Disposal cost per ton for each measurement period shall be the sum of the Recycling Processing Factor, the Organic/Green Waste Processing Factor and the Solid Waste Factor for the measurement period divided by the total tons for that period. Each of the factors comprising the Diversion and Disposal Component are defined as follows:

Factors are being negotiated

(i) Recycling Processing Factor.

(ii) Organic/Green Waste Processing Factor.

(iii) Solid Waste Factor.

(c) Weighting. The initial weighting of the Diversion and Disposal Component shall be 46% and of the Service Component shall be 54% and shall apply to the July 1, 2022 rate adjustment, and then, after each current year rate adjustment is calculated, the Service and Diversion and Disposal Components will be re-weighted as shown in Exhibit B-1 to reflect their new relative percentages of the rates, and those new weightings will be used for the following year's rate adjustment.

(d) Permanent Roll-off Box Services Adjustment. The annual rate adjustment for permanent Roll-off Box Services shall be as follows. For permanent Roll-off Box Services, the Customer shall be charged a pull charge and the applicable processing/disposal cost per ton multiplied by the number of tons. The pull charge shall be adjusted by the Service Component and the processing/disposal cost per ton shall be adjusted to equal the new Recycling, Organics/Green Waste or Landfill Facility's rate, as applicable.

(e) Other Roll-Off Waste Streams. The per ton rate for Construction and Demolition, Clean Concrete and Wood, or any other waste streams not yet mentioned, shall be adjusted by the same percentage used for the Service Component.

33. The current Exhibit A is deleted in its entirety and replaced with Exhibit A attached hereto and incorporated by this reference as though fully set forth herein. Notwithstanding anything to the Contrary, the Exhibit A attached hereto shall include a "Contaminated Recycling and Organics Container Fee."

34. Exhibits B-1 and B-2 are deleted in their entirety and replaced with Exhibit B-1 attached hereto and incorporated by this reference as though fully set forth herein.

35. All references in the Agreement to Refuse Cart(s), Recycling Cart(s), and Green Waste Cart(s) shall be replaced with Gray Container, Blue Container, and Green Container, respectively.

36. Unless revised in this Second Amendment, all other terms and conditions of the Agreement and First Amendment remain in full force and effect.

37. Each Party hereby represents and warrants to the other Party that: (a) It has the full right, power, and authority to enter into this Second Amendment and to perform its obligations hereunder; and (b) The execution of this Second Amendment by the individual whose signature is set forth at the end of this Second Amendment on behalf of such Party, and the delivery of this Second Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

38. This Second Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Second Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Second Amendment.

39. This Second Amendment constitutes the sole and entire agreement between the Parties

with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[*signature page follows*]

In Witness Whereof, the parties hereto have caused this Second Amendment 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
Public Works Department
38250 Sierra Hwy
Palmdale, CA 93550

APPROVE AS TO FORM:

Scott E. Porter
Acting City Attorney

ATTEST:

Shanae Smith
City Clerk

WASTE MANAGEMENT OF CALIFORNIA, INC., dba WASTE MANAGEMENT OF ANTELOPE VALLEY:

Mike Hammer Date
President

ADDRESS FOR NOTICE:
Waste Management of California, Inc.
Attn: President
9081 Tujunga Ave.
Sun Valley, CA 91352

ATTEST: If Corporation

Assistant Secretary

EXHIBIT A

FEE SCHEDULE

To be updated once rates have been finalized

EXHIBIT B-1

EXAMPLE RATE ADJUSTMENT

To be updated once rate adjustment formula is finalized

Exhibit A
Waste Management
City of Palmdale
Rate Calculations 2022-2023 (Updated Services + No Change in Term)

Step One: Calculate percentage change in indices

		A	B	C
Row	**Index**	**Old Index Value**	**New Index Value**	**Percent Change In Index, Capped at 5% ((Column B/Column A) -1)**
1	CPI, Garbage and Trash Collection	498.705	522.329	**4.7%**

Step Two: Additional Rate Adjustment Required

C1	C2	C3
Residential Adjustment Required	**Commercial Adjustment Required**	**Rolloff Adjustment Required**
20.51%	**11.30%**	**2.30%**

Step Three: Apply percentage change to rates

		D	E	F	G	H	I	J
Row	**Service**	**Current Customer Rate**	**Percentage Change in Index (from Column C)**	**Rate Increase or Decrease (Column D x Column E)**	**Adjusted Rate* (Column D + Column F)**	**Additional Adjustment (Column C1, C2 or C3)**	**Rate Increase or Decrease (Column D + Column H)**	**Final Adjusted Rate* (Column D + Column F + Column I)**
	Residential Services							
2	Standard Service (w/ Street Sweeping)	$26.68	4.7%	$1.25	$27.93	20.51%	$5.47	**$33.41**
3	Standard Service (w/o Street Sweeping)	$25.74	4.7%	$1.21	$26.95	20.51%	$5.28	**$32.23**
4	Low-Income Senior Rate (w/ Street Sweeping)	$21.36	4.7%	$1.00	$22.36	20.51%	$4.38	**$26.74**
5	Low-Income Senior Rate (w/o Street Sweeping)	$20.60	4.7%	$0.97	$21.57	20.51%	$4.23	**$25.79**
6	Super Saver Rate (w/ Street Sweeping)	$21.36	4.7%	$1.00	$22.36	20.51%	$4.38	**$26.74**
7	Super Saver Rate (w/o Street Sweeping)	$20.60	4.7%	$0.97	$21.57	20.51%	$4.23	**$25.79**
8	Mobile Home (per sp.)	$21.57	4.7%	$1.01	$22.58	20.51%	$4.42	**$27.01**
9	Mobile Home w/GW (per sp.)	$24.34	4.7%	$1.14	$25.48	20.51%	$4.99	**$30.48**
10	Mobile Home 96-gal w/GW	$25.74	4.7%	$1.21	$26.95	20.51%	$5.28	**$32.23**
11	Duplex	$35.87	4.7%	$1.69	$37.56	20.51%	$7.36	**$44.91**
12	Duplex	$34.60	4.7%	$1.63	$36.23	20.51%	$7.10	**$43.32**
13	Triplex	$43.13	4.7%	$2.03	$45.16	20.51%	$8.85	**$54.00**
14	Triplex	$41.58	4.7%	$1.95	$43.53	20.51%	$8.53	**$52.06**
15	Fourplex	$66.20	4.7%	$3.11	$69.31	20.51%	$13.58	**$82.89**
16	Fourplex	$63.85	4.7%	$3.00	$66.85	20.51%	$13.10	**$79.95**
17	Apartment 5+ (per unit)	$14.11	4.7%	$0.66	$14.77	20.51%	$2.89	**$17.67**
18	Apartment 5+ (per unit)	$13.62	4.7%	$0.64	$14.26	20.51%	$2.79	**$17.05**
19	Additional Refuse Cart - above one	$14.01	4.7%	$0.66	$14.67	20.51%	$2.87	**$17.54**
20	Additional Recycling Cart	$0.00						**$0.00**
21	Additional Green Waste Cart	$0.00						**$0.00**
22	Walk-Out Service	$0.00						**$0.00**
23	Specialized Cart Lock Service (per cart)	$0.43	4.7%	$0.02	$0.45	20.51%	$0.09	**$0.54**
24	Special Bulky Item Pick-Up	$22.04	4.7%	$1.04	$23.08	20.51%	$4.52	**$27.60**
25	Residential Contaminated Recycling and Organics Cor	NEW						**$22.40**
26	Residential Account Reactivation Fee	$80.11	4.7%	$3.77	$83.88	20.51%	$16.43	**$100.31**
	Commercial Refuse Services							
27	Commercial Cart x1	$35.97	4.7%	$1.69	$37.66	11.30%	$4.06	**$41.73**
28	Commercial Cart extra pickup	$18.34	4.7%	$0.86	$19.20	11.30%	$2.07	**$21.27**
29	1 yard bin x1	$71.78	4.7%	$3.37	$75.15	11.30%	$8.11	**$83.26**
30	1 yard bin x2	$129.91	4.7%	$6.11	$136.02	11.30%	$14.68	**$150.70**

		D	E	F	G	H	I	J
Row	Service	Current Customer Rate	Percentage Change in Index (from Column C)	Rate Increase or Decrease (Column D x Column E)	Adjusted Rate* (Column D + Column F)	Additional Adjustment (Column C1, C2 or C3)	Rate Increase or Decrease (Column D + Column H)	Final Adjusted Rate* (Column D + Column F + Column I)
31	1 yard bin x3	$174.28	4.7%	$8.19	$182.47	11.30%	$19.69	**$202.16**
32	1 yard bin x4	$218.71	4.7%	$10.28	$228.99	11.30%	$24.71	**$253.70**
33	1 yard bin extra pickup	$27.63	4.7%	$1.30	$28.93	11.30%	$3.12	**$32.05**
34	1.5 yard bin x1	$88.61	4.7%	$4.16	$92.77	11.30%	$10.01	**$102.79**
35	1.5 yard bin x2	$158.28	4.7%	$7.44	$165.72	11.30%	$17.89	**$183.60**
36	1.5 yard bin x3	$219.18	4.7%	$10.30	$229.48	11.30%	$24.77	**$254.25**
37	1.5 yard bin x4	$254.98	4.7%	$11.98	$266.96	11.30%	$28.81	**$295.78**
38	1.5 yard bin x5	$410.77	4.7%	$19.31	$430.08	11.30%	$46.42	**$476.49**
39	1.5 yard bin x6	$478.53	4.7%	$22.49	$501.02	11.30%	$54.07	**$555.09**
40	1.5 yard bin extra pickup	$41.45	4.7%	$1.95	$43.40	11.30%	$4.68	**$48.08**
41	2 yard bin x1	$102.45	4.7%	$4.82	$107.27	11.30%	$11.58	**$118.84**
42	2 yard bin x2	$182.14	4.7%	$8.56	$190.70	11.30%	$20.58	**$211.28**
43	2 yard bin x3	$234.42	4.7%	$11.02	$245.44	11.30%	$26.49	**$271.93**
44	2 yard bin x4	$214.03	4.7%	$10.06	$224.09	11.30%	$24.19	**$248.27**
45	2 yard bin x5	$440.34	4.7%	$20.70	$461.04	11.30%	$49.76	**$510.79**
39	2 yard bin x6	$512.14	4.7%	$24.07	$536.21	11.30%	$57.87	**$594.08**
40	2 yard bin extra pickup	$51.86	4.7%	$2.44	$54.30	11.30%	$5.86	**$60.16**
41	3 yard bin x1	$146.90	4.7%	$6.90	$153.80	11.30%	$16.60	**$170.40**
42	3 yard bin x2	$248.14	4.7%	$11.66	$259.80	11.30%	$28.04	**$287.84**
43	3 yard bin x3	$356.23	4.7%	$16.74	$372.97	11.30%	$40.25	**$413.23**
44	3 yard bin x4	$446.09	4.7%	$20.97	$467.06	11.30%	$50.41	**$517.46**
45	3 yard bin x5	$478.90	4.7%	$22.51	$501.41	11.30%	$54.12	**$555.52**
46	3 yard bin x6	$527.71	4.7%	$24.80	$552.51	11.30%	$59.63	**$612.14**
47	3 yard bin extra pickup	$58.80	4.7%	$2.76	$61.56	11.30%	$6.64	**$68.21**
48	4 yard bin x1	$170.76	4.7%	$8.03	$178.79	11.30%	$19.30	**$198.08**
49	4 yard bin x2	$320.96	4.7%	$15.09	$336.05	11.30%	$36.27	**$372.31**
50	4 yard bin x3	$457.48	4.7%	$21.50	$478.98	11.30%	$51.70	**$530.68**
51	4 yard bin x4	$578.04	4.7%	$27.17	$605.21	11.30%	$65.32	**$670.53**
52	4 yard bin x5	$657.54	4.7%	$30.90	$688.44	11.30%	$74.30	**$762.75**
53	4 yard bin x6	$705.10	4.7%	$33.14	$738.24	11.30%	$79.68	**$817.92**
54	4 yard bin extra pickup	$67.44	4.7%	$3.17	$70.61	11.30%	$7.62	**$78.23**
55	6 yard bin x1	$232.14	4.7%	$10.91	$243.05	11.30%	$26.23	**$269.28**
56	6 yard bin x2	$393.59	4.7%	$18.50	$412.09	11.30%	$44.48	**$456.56**
57	6 yard bin x3	$518.59	4.7%	$24.37	$542.96	11.30%	$58.60	**$601.56**
58	6 yard bin x4	$691.39	4.7%	$32.50	$723.89	11.30%	$78.13	**$802.01**
59	6 yard bin x5	$772.99	4.7%	$36.33	$809.32	11.30%	$87.35	**$896.67**
60	6 yard bin x6	$872.85	4.7%	$41.02	$913.87	11.30%	$98.63	**$1,012.51**
61	6 yard bin extra pickup	$75.15	4.7%	$3.53	$78.68	11.30%	$8.49	**$87.17**
62	3 yard compactor x1	$293.81	4.7%	$13.81	$307.62	11.30%	$33.20	**$340.82**
63	3 yard compactor x2	$496.29	4.7%	$23.33	$519.62	11.30%	$56.08	**$575.70**
64	3 yard compactor x3	$712.43	4.7%	$33.48	$745.91	11.30%	$80.50	**$826.42**
65	3 yard compactor x4	$892.18	4.7%	$41.93	$934.11	11.30%	$100.82	**$1,034.93**
66	3 yard compactor x5	$957.79	4.7%	$45.02	$1,002.81	11.30%	$108.23	**$1,111.04**

		D	E	F	G	H	I	J
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67	3 yard compactor x6	$1,055.39	4.7%	$49.60	$1,104.99	11.30%	$119.26	**$1,224.25**
68	4 yard compactor x1	$341.49	4.7%	$16.05	$357.54	11.30%	$38.59	**$396.13**
69	4 yard compactor x2	$641.91	4.7%	$30.17	$672.08	11.30%	$72.54	**$744.62**
70	4 yard compactor x3	$914.96	4.7%	$43.00	$957.96	11.30%	$103.39	**$1,061.35**
71	4 yard compactor x4	$1,156.04	4.7%	$54.33	$1,210.37	11.30%	$130.63	**$1,341.01**
72	4 yard compactor x5	$1,315.09	4.7%	$61.81	$1,376.90	11.30%	$148.61	**$1,525.50**
73	4 yard compactor x6	$1,410.21	4.7%	$66.28	$1,476.49	11.30%	$159.35	**$1,635.84**
74	6 yard compactor x1	$464.30	4.7%	$21.82	$486.12	11.30%	$52.47	**$538.59**
75	6 yard compactor x2	$787.19	4.7%	$37.00	$824.19	11.30%	$88.95	**$913.14**
76	6 yard compactor x3	$1,037.15	4.7%	$48.75	$1,085.90	11.30%	$117.20	**$1,203.09**
77	6 yard compactor x4	$1,382.79	4.7%	$64.99	$1,447.78	11.30%	$156.26	**$1,604.04**
78	6 yard compactor x5	$1,545.98	4.7%	$72.66	$1,618.64	11.30%	$174.70	**$1,793.34**
79	6 yard compactor x6	$1,745.70	4.7%	$82.05	$1,827.75	11.30%	$197.26	**$2,025.01**
80	Locking Bin Service, per bin, 1x	$23.12	4.7%	$1.09	$24.21	11.30%	$2.61	**$26.82**
81	Locking Bin Service, per bin, 2x	$46.25	4.7%	$2.17	$48.42	11.30%	$5.23	**$53.65**
82	Locking Bin Service, per bin, 3x	$69.38	4.7%	$3.26	$72.64	11.30%	$7.84	**$80.48**
83	Locking Bin Service, per bin, 4x	$92.50	4.7%	$4.35	$96.85	11.30%	$10.45	**$107.30**
84	Locking Bin Service, per bin, 5x	$115.62	4.7%	$5.43	$121.05	11.30%	$13.07	**$134.12**
85	Locking Bin Service, per bin, 6x	$138.75	4.7%	$6.52	$145.27	11.30%	$15.68	**$160.95**
	Commercial Organic Waste Service							
86	Commercial Organics Cart x1	$35.97	4.7%	$1.69	$37.66	20.30%	$7.30	**$44.96**
87	Commercial Organics Cart x2	$71.93	4.7%	$3.38	$75.31	20.30%	$14.60	**$89.91**
88	Commercial Organics Cart x3	$107.90	4.7%	$5.07	$112.97	20.30%	$21.90	**$134.88**
89	Commercial Organics Cart extra pickup	$18.34	4.7%	$0.86	$19.20	20.30%	$3.72	**$22.93**
	Commercial Recycling Service							
90	Commercial Cart x1	$11.87	4.7%	$0.56	$12.43	11.30%	$1.34	**$13.77**
91	Commercial Cart extra pickup	$6.05	4.7%	$0.28	$6.33	11.30%	$0.68	**$7.02**
92	1 yard bin x1	$23.68	4.7%	$1.11	$24.79	11.30%	$2.68	**$27.47**
93	1 yard bin x2	$42.87	4.7%	$2.01	$44.88	11.30%	$4.84	**$49.73**
94	1 yard bin x3	$57.51	4.7%	$2.70	$60.21	11.30%	$6.50	**$66.71**
95	1 yard bin x4	$72.17	4.7%	$3.39	$75.56	11.30%	$8.16	**$83.72**
96	1 yard bin extra pickup	$9.11	4.7%	$0.43	$9.54	11.30%	$1.03	**$10.57**
97	1.5 yard bin x1	$29.25	4.7%	$1.37	$30.62	11.30%	$3.31	**$33.93**
98	1.5 yard bin x2	$52.23	4.7%	$2.45	$54.68	11.30%	$5.90	**$60.59**
99	1.5 yard bin x3	$72.34	4.7%	$3.40	$75.74	11.30%	$8.17	**$83.91**
100	1.5 yard bin x4	$84.15	4.7%	$3.96	$88.11	11.30%	$9.51	**$97.61**
101	1.5 yard bin x5	$135.54	4.7%	$6.37	$141.91	11.30%	$15.32	**$157.23**
102	1.5 yard bin x6	$157.89	4.7%	$7.42	$165.31	11.30%	$17.84	**$183.15**
103	1.5 yard bin extra pickup	$13.68	4.7%	$0.64	$14.32	11.30%	$1.55	**$15.87**
104	2 yard bin x1	$33.81	4.7%	$1.59	$35.40	11.30%	$3.82	**$39.22**
105	2 yard bin x2	$60.10	4.7%	$2.82	$62.92	11.30%	$6.79	**$69.72**
106	2 yard bin x3	$77.37	4.7%	$3.64	$81.01	11.30%	$8.74	**$89.75**
107	2 yard bin x4	$103.62	4.7%	$4.87	$108.49	11.30%	$11.71	**$120.20**

		D	E	F	G	H	I	J
Row	Service	Current Customer Rate	Percentage Change in Index (from Column C)	Rate Increase or Decrease (Column D x Column E)	Adjusted Rate* (Column D + Column F)	Additional Adjustment (Column C1, C2 or C3)	Rate Increase or Decrease (Column D + Column H)	Final Adjusted Rate* (Column D + Column F + Column I)
108	2 yard bin x5	$145.31	4.7%	$6.83	$152.14	11.30%	$16.42	**$168.56**
109	2 yard bin x6	$168.99	4.7%	$7.94	$176.93	11.30%	$19.10	**$196.03**
110	2 yard bin extra pickup	$17.11	4.7%	$0.80	$17.91	11.30%	$1.93	**$19.85**
111	3 yard bin x1	$48.48	4.7%	$2.28	$50.76	11.30%	$5.48	**$56.24**
112	3 yard bin x2	$81.89	4.7%	$3.85	$85.74	11.30%	$9.25	**$94.99**
113	3 yard bin x3	$117.56	4.7%	$5.53	$123.09	11.30%	$13.28	**$136.37**
114	3 yard bin x4	$147.21	4.7%	$6.92	$154.13	11.30%	$16.63	**$170.76**
115	3 yard bin x5	$158.02	4.7%	$7.43	$165.45	11.30%	$17.86	**$183.30**
116	3 yard bin x6	$174.15	4.7%	$8.19	$182.34	11.30%	$19.68	**$202.01**
117	3 yard bin extra pickup	$19.40	4.7%	$0.91	$20.31	11.30%	$2.19	**$22.50**
118	4 yard bin x1	$56.36	4.7%	$2.65	$59.01	11.30%	$6.37	**$65.38**
119	4 yard bin x2	$105.91	4.7%	$4.98	$110.89	11.30%	$11.97	**$122.86**
120	4 yard bin x3	$150.97	4.7%	$7.10	$158.07	11.30%	$17.06	**$175.13**
121	4 yard bin x4	$190.75	4.7%	$8.97	$199.72	11.30%	$21.55	**$221.27**
122	4 yard bin x5	$216.98	4.7%	$10.20	$227.18	11.30%	$24.52	**$251.70**
123	4 yard bin x6	$232.68	4.7%	$10.94	$243.62	11.30%	$26.29	**$269.91**
124	4 yard bin extra pickup	$22.25	4.7%	$1.05	$23.30	11.30%	$2.51	**$25.81**
125	6 yard bin x1	$76.61	4.7%	$3.60	$80.21	11.30%	$8.66	**$88.87**
126	6 yard bin x2	$129.88	4.7%	$6.10	$135.98	11.30%	$14.68	**$150.66**
127	6 yard bin x3	$171.14	4.7%	$8.04	$179.18	11.30%	$19.34	**$198.52**
128	6 yard bin x4	$228.17	4.7%	$10.72	$238.89	11.30%	$25.78	**$264.68**
129	6 yard bin x5	$255.08	4.7%	$11.99	$267.07	11.30%	$28.82	**$295.89**
130	6 yard bin x6	$288.05	4.7%	$13.54	$301.59	11.30%	$32.55	**$334.14**
131	6 yard bin extra pickup	$24.79	4.7%	$1.17	$25.96	11.30%	$2.80	**$28.76**
	Roll Off Box / Compactor Charges							
132	10 Yard Container Handling Fee, Per Pickup	$251.19	4.7%	$11.81	$263.00	2.30%	$5.78	**$268.77**
133	10 Yard Container Daily Rental (After 7 Days)	$6.90	4.7%	$0.32	$7.22	2.30%	$0.16	**$7.38**
134	10 Yard Container Weekly Rental (After 7 Days)	$48.38	4.7%	$2.27	$50.65	2.30%	$1.11	**$51.77**
135	10 Yard Container Monthly Rental (After 7 Days)	$193.36	4.7%	$9.09	$202.45	2.30%	$4.45	**$206.90**
136	25 Yard Container Handling Fee, Per Pickup	$320.40	4.7%	$15.06	$335.46	2.30%	$7.37	**$342.83**
137	25 Yard Container Daily Rental (After 7 Days)	$8.60	4.7%	$0.40	$9.00	2.30%	$0.20	**$9.20**
138	25 Yard Container Weekly Rental (After 7 Days)	$60.39	4.7%	$2.84	$63.23	2.30%	$1.39	**$64.62**
139	25 Yard Container Monthly Rental (After 7 Days)	$241.76	4.7%	$11.36	$253.12	2.30%	$5.56	**$258.68**
140	30 Yard Container Handling Fee, Per Pickup	$351.69	4.7%	$16.53	$368.22	2.30%	$8.09	**$376.31**
141	30 Yard Container Daily Rental (After 7 Days)	$10.38	4.7%	$0.49	$10.87	2.30%	$0.24	**$11.11**
142	30 Yard Container Weekly Rental (After 7 Days)	$72.48	4.7%	$3.41	$75.89	2.30%	$1.67	**$77.55**
143	30 Yard Container Monthly Rental (After 7 Days)	$290.06	4.7%	$13.63	$303.69	2.30%	$6.67	**$310.36**
144	40 Yard Container Handling Fee, Per Pickup	$439.99	4.7%	$20.68	$460.67	2.30%	$10.12	**$470.79**
145	40 Yard Container Daily Rental (After 7 Days)	$12.10	4.7%	$0.57	$12.67	2.30%	$0.28	**$12.95**
146	40 Yard Container Weekly Rental (After 7 Days)	$84.60	4.7%	$3.98	$88.58	2.30%	$1.95	**$90.52**
147	40 Yard Container Monthly Rental (After 7 Days)	$338.36	4.7%	$15.90	$354.26	2.30%	$7.78	**$362.05**
148	MSW/Contaminated Cardboard, Per Ton	$62.79	4.7%	$2.95	$65.74	2.30%	$1.44	**$67.19**
149	Recyclables, Per Ton	NEW						**$114.18**

		D	E	F	G	H	I	J
Row	**Service**	**Current Customer Rate**	**Percentage Change in Index (from Column C)**	**Rate Increase or Decrease (Column D x Column E)**	**Adjusted Rate* (Column D + Column F)**	**Additional Adjustment (Column C1, C2 or C3)**	**Rate Increase or Decrease (Column D + Column H)**	**Final Adjusted Rate* (Column D + Column F + Column I)**
150	C&D, Per Ton	NEW						**$104.91**
151	Organic Waste, Per Ton	NEW						**$90.54**
152	Wood Only, Per Ton	$44.06	4.7%	$2.07	$46.13	2.30%	$1.01	**$47.14**
153	Asphalt/Concrete, Per Ton	$13.12	4.7%	$0.62	$13.74	2.30%	$0.30	**$14.04**
154	10 Yard Container, Clean Cardboard, per pickup	$64.89	4.7%	$3.05	$67.94	2.30%	$1.49	**$69.43**
155	25 Yard Container, Clean Cardboard, per pickup	$88.22	4.7%	$4.15	$92.37	2.30%	$2.03	**$94.40**
156	30 Yard Container, Clean Cardboard, per pickup	$98.24	4.7%	$4.62	$102.86	2.30%	$2.26	**$105.12**
157	40 Yard Container, Clean Cardboard, per pickup	$108.20	4.7%	$5.09	$113.29	2.30%	$2.49	**$115.77**
158	Contaminated Cardboard, per ton	$62.79	4.7%	$2.95	$65.74	2.30%	$1.44	**$67.19**
	Additional Services							
159	3-yard Temporary Bin, Per dump (delivery, disposal and 7-day rental included)	$133.93	4.7%	$6.29	$140.22	11.30%	$15.13	**$155.36**
160	3-yard Temporary Bin, Rental Fee, per day (after 7 days)	$13.55	4.7%	$0.64	$14.19	11.30%	$1.53	**$15.72**
161	Bin Cleaning (over once per year)	$68.34	4.7%	$3.21	$71.55	11.30%	$7.72	**$79.27**
162	Overfilled Container Fee and Contaminated Recycling Container Fee	$68.34	4.7%	$3.21	$71.55	11.30%	$7.72	**$79.27**
163	Commercial Cart Reactivation Fee (Only if Carts were removed for nonpayment)	$27.76	4.7%	$1.30	$29.06	11.30%	$3.14	**$32.20**
164	Dry Run Trip/Relocation Fee	$106.81	4.7%	$5.02	$111.83	2.30%	$2.46	**$114.29**
165	Scout and Push-Out Service Valet Service (Waste Bins Only)	$26.70	4.7%	$1.25	$27.95	11.30%	$3.02	**$30.97**
	Used Oil Collection Program, per stop							
166	Door-to-Door Residential Used Oil Collections, per hour plus mileage	$119.03	4.7%	$5.59	$124.62	20.51%	$24.41	**$149.04**
167	Certified Used Oil Collection Center Inspections	$111.05	4.7%	$5.22	$116.27	20.51%	$22.78	**$139.05**
168	Used Oil Drum Collection (1)	$49.97	4.7%	$2.35	$52.32	20.51%	$10.25	**$62.57**
169	Uncrushed Filter Drum	$72.17	4.7%	$3.39	$75.56	20.51%	$14.80	**$90.36**
170	Crushed Filter Drum	$94.38	4.7%	$4.44	$98.82	20.51%	$19.36	**$118.17**
171	CalRecycle Used Oil Annual Report Preparation, per hour	$111.05	4.7%	$5.22	$116.27	20.51%	$22.78	**$139.05**

* Including all City fees.
(1) Additional $65.00 deposit required which will count towards the final payment when the program is discontinied at the Certified Collection Center.

City Council Staff Report

DATE: **JUNE 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OFFICE OF THE CITY MANAGER**

DISTRICT: **ALL**

SUBJECT: **AWARD MEASURE AV GRANT PROGRAM FUNDING, TOTALING $1,306,810, TO GRANTEES IN EXHIBIT A AND AUTHORIZE INTERIM CITY MANAGER TO ENTER INTO AGREEMENTS RANGING FROM $2,000 TO $250,000.**

ISSUE

Award Measure AV Grant Program funding, totaling $1,306,810, to grantees in Exhibit A and authorize the Interim City Manager to enter into agreements ranging from $2,000 to $250,000.

RECOMMENDATION

Staff recommends that the City Council:

1. Award Measure AV Grant Program funding, totaling $1,306,810, to grantees in Exhibit A and authorize the Interim City Manager to enter into agreements ranging from $2,000 to $250,000.

BACKGROUND

In November 2020, voters in the City of Palmdale passed a local ¾ cent sales tax generating revenue to:

- Maintain 911 emergency response times;
- Keep public parks open, safe and clean;
- Repair streets and potholes;
- Retain and recruit local businesses through economic development initiatives to ensure the City's long-term financial stability;
- Support community policing, activities for at-risk youth and mental health efforts to help keep our community safe for everyone;
- Address homelessness;
- Support services for local military veterans and seniors;
- Upgrade emergency communications and improve emergency preparedness;
- Partner with faith communities, non-profits, and local youth sports programs; and,
- Protect water resources.

On December 15th, 2021, the City Council adopted adjustments to the Measure AV Fiscal Year 2022 budget to include revised revenue projections and approving a new appropriation for the Measure AV Grant Program, totaling $1,500,000. The remaining Measure AV funds

are appropriated for budgeted projects, programs, and/or services. The Measure AV Committee also received and filed a recommendation on new grant program funding on January 26, 2022.

The City of Palmdale launched the first Measure AV Grant Program in January 2022 after approving funds, totaling $1,500,000. The funding opportunities are intended for small business, nonprofits, and other eligible agencies, that help address critical issues and meet Measure AV funding criteria set by voters. Eligible programs and services for this round include local military veterans, at-risk youth, mental health, food and shelter services, community-based policing, and crime prevention.

DISCUSSION

On January 10, 2022, online applications were made available to community organizations for the Measure AV Grant Program. A virtual workshop was held on January 13, to inform potential applicants on the submission process and to participate in a Q&A session; 80 organizations were in attendance. Eighty-four (84) applications were received, totaling $5,560,000.

All applications were assessed by an initial eligibility review committee that determined if all program and documentation requirements were met. Applicants who met program and documentation requirements continued to the second review committee. Each committee member evaluated applications individually and then met to determine a group consensus score, based on of the following criteria:

EVALUATION CRITERIA	POINTS
Organization Location	5
Services & Recipients	20
Organizational Accomplishments	10
Community Partnerships	10
Palmdale Community Benefit	30
Measurements & Outcomes	25
Total Possible Points	**100**

Upon final review of all eligible applications, twenty-nine (29) projects are recommended for funding, totaling $1,306,810 (see Exhibit A - Recommended Awardee List). The remaining funds will be available for either successful appeals or will be used towards future grant programs.

The applications recommended for funding in Exhibit A were presented to the Measure AV Oversight Committee on April 27. Staff reviewed the recommended awardee list and the Committee received and filed this item.

FISCAL IMPACT

$1,500,000; grant program funds are budgeted as part of the overall fiscal year 21/22 Measure AV budget in account 15711001-737325.

STRATEGIC PLAN

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

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

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

A. Support opportunities to celebrate rich traditions and diverse cultures in the community.
D. Develop and maintain diverse programs and events that inspire growth, pride, and lifelong learning.

Prepared by:	Eric Dombrowski, Deputy Director of Parks & Recreation
Presented by:	Jordyn Kelley, Management Analyst
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott Porter, Acting City Attorney

ATTACHMENTS

Exhibit A – Recommended Awardee List

EXHIBIT A - RECOMMENDED AWARDEE LIST

Legal Organization Name	Entity Type	Project Name	Category	Total Project Amount	Requested Grant Fund Amount	Recommended Award
American Youth Soccer Organization	Non-Profit Organization	2022 Spring Season Soccer Programs	At-Risk Youth	$ 32,000	$ 20,000	**$ 20,000**
Antelope Valley Blue Star Mothers (AVBSM)	Non-Profit Organization	AVBSM Desert Lawn Beautification	Local Military/Veteran	$ 2,000	$ 2,000	**$ 2,000**
Antelope Valley CERT	Non-Profit Organization	Palmdale Resiliency, Education and Preparedness (PREP)	Food & Shelter	$ 21,000	$ 21,000	**$ 21,000**
Antelope Valley Partners for Health	Non-Profit Organization	Regional Violence Prevention Coalition, Community Action Plan Expansion (RVPC-CAPE)	Community-Based Policing	$ 136,950	$ 14,950	**$ 14,950**
Coalition for Humane Immigrant Rights (CHIRLA)	Non-Profit Organization	CHIRLA's Palmdale Community Service Project	Community-Based Policing	$ 273,143	$ 180,000	**$ 90,000**
Dynamic Therapy Solutions & Dyslexia Center LLC	Business Organization	The COVID Regression Solution to At Risk Youth	At-Risk Youth	$ 67,300	$ 49,300	**$ 49,300**
Friends of the Children (FOTC) - Los Angeles	Non-Profit Organization	Youth Well-Being through a 2Gen Professional Mentoring	At-Risk Youth	$ 123,467	$ 25,000	**$ 25,000**
Homes for Families	Non-Profit Organization	Palmdale Veteran Enriched Neighborhood	Local Military/Veteran	$ 2,406,700	$ 100,000	**$ 100,000**
Jewish Vocational Services (JVS) SoCal	Non-Profit Organization	JVS Veterans First Skills Training	Local Military/Veteran	$ 931,887	$ 20,700	**$ 20,700**
Little LeagueInc. dba American Indian Little League	Non-Profit Organization	Baseball Field Improvements & Scholarship	At-Risk Youth	$ 10,000	$ 10,000	**$ 10,000**
Marzette's House	Non-Profit Organization	Healthy Heart and Minds - Healthy Snack Program	Food & Shelter	$ 2,000	$ 2,000	**$ 2,000**
Mental Health America of Los Angeles	Non-Profit Organization	TAY Academy - Mental Health Program	At-Risk Youth/ Mental Health	$ 482,600	$ 25,000	**$ 25,000**
Mental Health America of Los Angeles	Non-Profit Organization	Military Resource Center	Local Military/Veteran	$ 1,133,209	$ 25,000	**$ 25,000**
Mighty Little Giants, Inc.	Non-Profit Organization	NICU Essential Self Care Kits	Mental Health	$ 10,000	$ 10,000	**$ 10,000**
Saint Mary Elementary School	Education Organization	High-Dosage Tutoring Program	At-Risk Youth	$ 20,000	$ 20,000	**$ 20,000**
SALVA	Non-Profit Organization	SALVA building healthy communities and reducing disparities with the City Of Palmdale	Mental Health/Food & Shelter	$ 355,000	$ 355,000	**$ 177,500**
South Bay Center for Counseling	Non-Profit Organization	Child Abuse Prevention	Community-Based Policing	$ 25,000	$ 24,758	**$ 24,758**
Spring of Evolution dba Wolf Connection	Non-Profit Organization	Youth Empowerment Mentoring Component	At-Risk Youth	$ 2,336,899	$ 248,803	**$ 124,402**
STARBASE Edwards, Inc.	Non-Profit Organization	STARBASE Edwards 2.0 - After School Program	At-Risk Youth	$ 414,500	$ 40,000	**$ 40,000**
The Community Action League	Non-Profit Organization	Rent Relief Education & Outreach	Food & Shelter	$ 15,000	$ 15,000	**$ 15,000**
The Community Action League	Non-Profit Organization	Jumpstart to Success - Employment, Training and Mentorship Program	At-Risk Youth	$ 25,000	$ 25,000	**$ 25,000**
The Way Center of Truth, Inc.	Faith-Based Organization	Youth Empowerment 2022 - Suicide Prevention: From Depression to Inspiration	Mental Health	$ 19,800	$ 19,800	**$ 19,800**
U S Marine Corp Toys for Tots	Non-Profit Organization	Antelope Valley Toys for Tots	At-Risk Youth	$ 47,000	$ 26,000	**$ 26,000**
United American Indian Involvement, Inc.	Non-Profit Organization	UAII City of Palmdale Native American Youth Outreach Expansion	Mental Health	$ 50,000	$ 50,000	**$ 50,000**
Ventura Foundation	Non-Profit Organization	Developing our next generation of leaders - Leadership Training	At-Risk Youth	$ 50,000	$ 50,000	**$ 50,000**
Vets 4 Veterans, Inc	Non-Profit Organization	Operation Restart Immediate Need	Local Military/Veteran	$ 61,000	$ 35,000	**$ 35,000**
Vets 4 Veterans, Inc	Non-Profit Organization	Vets 4 Veterans Transition House	Local Military/Veteran	$ 508,000	$ 250,000	**$ 250,000**
Victory Outreach Palmdale	Non-Profit Organization	Basketball Tournament	At-Risk Youth	$ 9,400	$ 9,400	**$ 9,400**
West Antelope Valley Education, Inc.	Education Organization	Activities for All - Science, Arts and Athletics	At-Risk Youth	$ 44,000	$ 25,000	**$ 25,000**
				$ 9,612,855	**$ 1,698,711**	**$ 1,306,810**

OFFICE OF THE CITY MANAGER

Measure AV

Grant Program Awardee Report

Grant Program Highlights



84 applications were submitted

Online application portal opened January 10 and closed January 27.

$5.5 million total requested

Total requested funding received was almost 4x more than what was budgeted for round 1.

80 participated in webinar

City staff hosted an informational webinar on January 12 to go over the application and process.

Grant Awardees

Round 1

$1,306,810

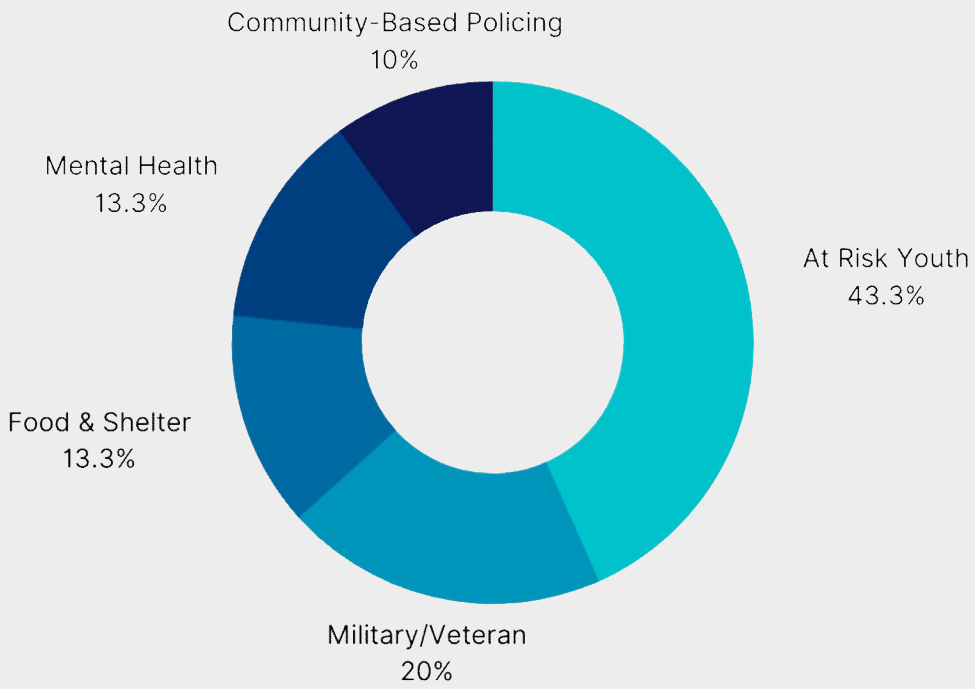
Recommended to Award

Over $1.3 million dollars will be awarded to help programs and services throughout our community.

29

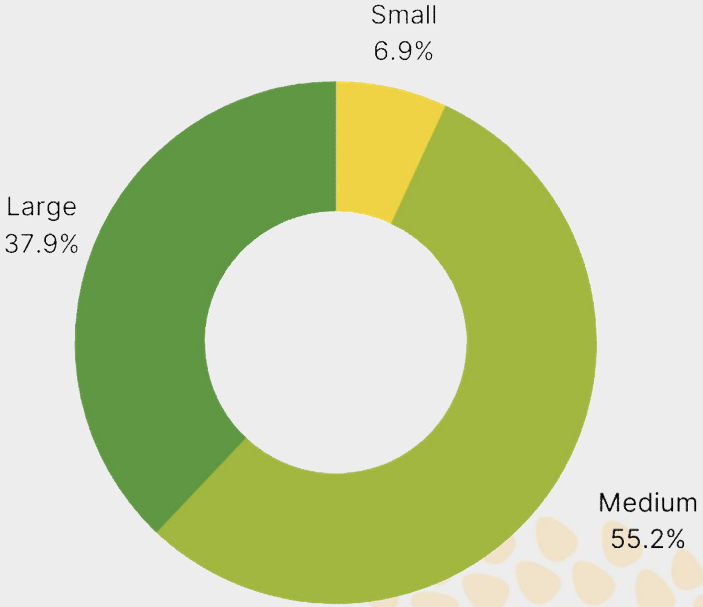
Community Projects

Round 1 of Measure AV grant funding will be awarded to 29 projects.



Project Categories

Awardees



Threshold Amounts

Awardees



Timeline

Round 1

Portal Opens

January 10
Applications accepted

Applications Due

January 27
Application deadline

Evaluation Review

February-March
Documentation & Scoring

Measure AV Meeting

April 27 - Presentation of Awardee List

City Council Meeting

June 1 - Awardee List Approval

Awardees Notified

June - Tentative Offer Letters

Finalization

July - Agreements Executed & Funding Sent

Questions



City Council Staff Report

DATE: **June 15, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALMDALE AND JOHN JONES, INTERIM CITY ATTORNEY**

ISSUE

Approve the Employment Agreement between the City of Palmdale and John Jones, Interim City Attorney.

RECOMMENDATION

Staff recommends that the City Council approve the Employment Agreement between the City of Palmdale and John Jones, Interim City Attorney.

BACKGROUND

Following the May 26, 2022, resignation of the City Attorney, the City Council held a special closed session and interviewed several candidates for the position of Interim City Attorney. Staff was directed to enter into negotiations for Interim City Attorney services with Mr. Jones subject to mutual agreement at the present Council Meeting.

DISCUSSION

At the June 3, 2022, special closed session meeting City Council approved appointing John Jones as the Interim City Attorney.

FISCAL IMPACT

The fiscal impact for a term ending December 31, 2022, is approximately $110,000.00, to be budgeted in account 10114001-701000 through 705000.

STRATEGIC PLAN

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

Objective: C. Invest in staff and other human resource strategies to attract and retain a highly qualified, diverse, and creative workforce.

Prepared by:	Terrie Zayas, Management Analyst II
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, Acting City Attorney

ATTACHMENTS

1. Agreement A-7974

EMPLOYMENT AGREEMENT (A-7974)
BETWEEN THE CITY OF PALMDALE AND JOHN L. JONES II

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into by and between the City of Palmdale, a municipal corporation of the State of California (hereinafter "CITY") and John L. Jones II (hereinafter "JONES") both of whom understand as follows:

WHEREAS, the governing body of the City of Palmdale (hereinafter called "the City Council"), desires to retain the services of JONES as Interim City Attorney, as that office is created in Chapter 2.06 of the Municipal Code of the City of Palmdale, and JONES desires to perform and assume responsibility for the provision of professional services to the CITY as Interim City Attorney;

WHEREAS, it is the desire of the City Council to provide certain benefits and establish certain terms and conditions of employment, as set forth herein; and

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

A. The CITY requires the services of an Interim City Attorney to assist the CITY on a full-time basis to provide legal advice and consultation on all matters relating to the normal day-to-day business of CITY to the City Council, City Manager, agencies, boards, commissions, committees, and officers of CITY and as requested by the City Council or the City Manager.

B. JONES is willing and qualified to provide such services due to his experience, training, and education.

C. The CITY agrees to employ JONES as the Interim City Attorney of the CITY to perform the functions and duties specified in the ordinances and resolutions of CITY and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign.

D. JONES is authorized to retain, dismiss, monitor and direct all outside legal counsel in matters where either the CITY or JONES feel effective representation requires outside legal counsel in accordance with CITY's signature authority requirements and municipal code allowances. JONES has the authorization to select, engage and monitor outside legal counsel in consultation and at the direction of the City Council.

E. JONES shall perform all duties in accordance with the highest professional and ethical standards of the profession and shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders established by CITY.

F. JONES shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this agreement and annually thereafter, JONES must complete disclosure forms required by law.

G. JONES shall not, without the City Council's prior written consent, render to others services of any kind for compensation or engage in any other activity that would materially interfere with his performance of his duties under this Agreement. JONES shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of JONES' duties under this Agreement.

H. JONES agrees to diligently carry out the work to be done under this Agreement and understands that in the performance of this Agreement, JONES's availability and responsiveness are critical.

I. JONES represents that he has the professional skills necessary to perform, and that he will perform, the services in a skillful and professional manner.

SECTION 2. TERM, UNDERSTANDING, AMENDMENT

A. The term of this Agreement shall be effective upon the signature of both PARTIES and continue through December 31, 2022 unless extended by mutual agreement or by operation of Section 2.D., or terminated earlier pursuant to Section 4 of this Agreement. JONES agrees to begin employment as Interim City Attorney on June 20, 2022.

B. The PARTIES recognize and affirm that:

1. JONES serves at the pleasure of the City Council, as an "at-will" employee whose employment may be terminated by the City Council with or without cause, consistent with this Agreement; and

2. There is no express or implied promise made to JONES for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between JONES and CITY.

C. The PARTIES may, upon mutual consent and agreement, amend the terms of this Agreement. No amendment shall be in effect unless it has been reduced to writing and approved by JONES and the City Council.

D. Unless CITY or JONES delivers a notice to the other in conformity with this Agreement by December 8, 2022, indicating his/its intention to not continue this Agreement beyond December 31, 2022, the term of this Agreement in Section 2.D. shall be extended by one year (through December 31, 2023), with a five percent increase in the salary set forth in Section 3 subject to a satisfactory evaluation.

SECTION 3: COMPENSATION FOR SERVICES PERFORMED

In return for performing the duties and responsibilities outlined in this Agreement, the CITY agrees to compensate JONES as provided herein:

A. SALARY:

1. CITY shall pay a monthly wage of $18,333.33 per month gross pay (equivalent to $220,000 annual salary). This position is exempt under the Fair Labor and Standards Act (FLSA) and California wage and hour laws, and therefore JONES will not be paid overtime compensation for any hours worked in excess of forty (40) hours per workweek. Payments for performance of services rendered will occur on a bi-weekly basis at the same time as regular employees of the City. Taxes and other legally required deductions will be deducted from JONES's compensation under this Agreement.

2. It is recognized that JONES must devote a great deal of time outside normal business hours to the business of CITY, and to that end JONES will be allowed to manage a reasonably flexible schedule during normal business hours. However, it is the intent of the City Council that JONES customarily maintains normal CITY business hours, and the flexible schedule shall in no way interfere with JONES's ability to timely perform services to the CITY.

B. SALARY ADJUSTMENT:

CITY may increase JONES's salary, or decrease JONES's salary with the agreement of JONES, at a regularly scheduled meeting of the City Council.

C. SUPPLEMENTAL BENEFITS:

1. CITY shall provide the same type and extent of health, hospitalization, surgical, vision, dental and comprehensive medical insurance benefits for JONES and his eligible dependents as provided to CITY'S other Director level employees as such benefits may be amended from time to time.

2. CITY shall make a matching contribution to JONES's deferred compensation plan in the amount up to $500 per month.

3. JONES shall receive a one-time accrual of 80 hours of vacation as of June 2022. Thereafter, JONES shall accrue vacation at the rate of approximately 6.15 hours per pay period with a maximum accrual of 240 hours. Once JONES reaches 240 hours of accumulated vacation, he shall cease accruing vacation until his vacation leave balance is below 240 hours.

4. JONES shall accrue ninety-six (96) hours of paid sick leave per year, at the rate of approximately 3.7040 hours per pay period. Sick leave has no cash value, and JONES will not be compensated for any unused sick leave upon termination of employment for any reason.

5. JONES shall accrue administrative leave at the rate of approximately 3.704 hours per pay period (equivalent to 96 hours annually). Administrative leave does not accrue during unpaid leaves of absence.

6. Upon termination of employment for any reason (including termination, resignation, retirement, layoff, or death), JONES will be compensated for any accumulated, but unused, vacation time, floating holiday and administrative leave on the books on the date of termination.

7. CITY shall provide JONES long-term disability coverage. JONES shall pay any employee contribution at the same level as other Executive Management employees.

8. CITY shall provide JONES with term life insurance in the amount of $500,000. JONES shall pay any employee contribution at the same level as other Executive Management employees.

9. JONES shall be enrolled in the California Public Employees' Retirement System (CalPERS) at the 2% @ age 62 formula. JONES shall pay the 6.75% employee contribution.

10. JONES's duties require that he will engage in travel while conducting City business. The CITY, in consideration of and compensation for JONES's travel for City business, both during and outside of normal business hours, shall pay JONES $400.00 per month as an automobile allowance. If JONES is required to travel more than sixty (60) miles round trip on CITY business, JONES may submit for mileage reimbursement at the current IRS rate. JONES will not be provided with a dedicated CITY vehicle.

11. CITY agrees to pay for reasonable CITY-related business expenses incurred by JONES.

12. CITY agrees to furnish JONES with a computer and software for his use in performance of his job-related activities. CITY shall pay JONES $40.00 per month as a phone allowance in recognition that JONES will use his personal smartphone in connection with CITY-related business.

13. CITY shall pay or reimburse such professional licenses, dues, subscriptions and memberships to such organizations or agencies as JONES shall determine necessary to maintain professional relationships in appropriate national, regional, state and local associations as deemed desirable for continued professional growth, advancement and benefit to CITY.

14. CITY shall encourage attendance at the League of California Cities City Attorney conferences and participation in other City Attorney organizations and shall pay or reimburse JONES for continuing legal education.

15. JONES shall also receive any other retirement benefits not set forth herein that regular full-time employees receive. Any changes in retirement benefits that are made available to the other regular full-time employees during a fiscal year shall also be made available to JONES.

16. Unless in conflict with the express provisions of this Agreement, JONES shall receive all benefits provided to the CITY'S Executive Management employees. As used herein, benefits include, but are not limited to, paid holidays, retirement benefits and payments, health insurance, vision insurance, dental insurance and life insurance.

D. BONDING:

CITY will pay for the cost of fiduciary bonds required of JONES because of the exercise of his duties under this Agreement.

SECTION 4: RESIGNATION, TERMINATION. AND SEVERANCE

A. Resignation by JONES: JONES may resign at any time upon providing the CITY with at least thirty (30) days advance written notice of the effective date of his resignation. ln the event that JONES resigns, he shall not be entitled to any severance pay nor continued compensation and benefits, except as otherwise provided by law.

1. The CITY may determine, in its sole discretion, that JONES's service shall be continued for an additional thirty (30) days (for a total of sixty (60) days before the effective date of JONES's resignation) to adequately transition any ongoing work to the CITY'S new permanent or interim City Attorney. JONES shall during such continuation period perform sufficient work pursuant to the terms and conditions of this Agreement in order to provide for an orderly transition.

2. The CITY may determine, in its sole discretion, that JONES will serve all or part of the 30-day notice period in the status of paid administrative leave.

3. The CITY may determine, in its sole discretion, that JONES's separation will be effective at a time prior to the end of the notice period, provided CITY pays JONES all compensation due and owing through the last day actually worked, plus an amount equal to the base salary and insurance benefits set forth in Section 3.C.1, above, JONES would have earned through the balance of the notice period.

B. TERMINATION BY THE CITY: JONES serves at the City Council's pleasure and may be terminated at any time, with or without cause. The City Council may terminate JONES's employment at any time upon written notice to JONES.

1. Subject to the limitations in Section 4,B.2, in the event JONES is terminated by the CITY without cause, the CITY agrees to pay JONES at the time of receipt of his last paycheck a lump sum cash payment equal to six (6) months of his monthly salary. However, in the event JONES is terminated because of his/her malfeasance in office, gross misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to JONES, then Employer shall have no obligation to pay the termination benefits.

2. As a condition for CITY's full payment of severance benefits to JONES, JONES will:

    a. Release and discharge CITY and its elected officials, appointed officers, employees, sub-contractors, agents, accounts, attorneys, successors and all other persons acting for, under, or in concert with CITY both past and present from any and all personal claims, demands, actions, causes of action, obligations, damages, liabilities, losses, costs and expenses, including attorney's fees of any kind or nature whatsoever, past, present and future, arising from, relating to or in connection with any rights of JONES to (i) receive severance benefits under this Agreement, (ii) any right of employee to continued employment with CITY, and (iii) any claim, demand, or cause of action or damages for wrongful termination (collectively, the "Released Matters"); and

    b. Agree to waive all claims, demands, actions, causes of action, obligations, liabilities, claims of credits or offsets, costs, and expenses, including attorney's fees, of any kind or nature whatsoever as to the Released Matters. As to the Released Matters only, JONES will acknowledge that he has read and understands California Civil Code S 1542 which currently states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

c. The parties agree that full payment of the severance benefits in this Agreement will act as a complete and total release of all future claims which may arise out of the Released Matters whether such claims are currently known or unknown, foreseen or unforeseen, contingent or absolute; and as to the Released Matters the parties intentionally and specifically waive any rights they may have under the provisions of Civil Code § 1542, as well as under any other statutes or common law principles of similar effect, and each party assumes full responsibility for such injuries, damages, losses or liabilities that any of them may hereafter incur with respect to the Released Matters.

3. In the event JONES is terminated for cause the City shall have no obligation to pay the severance as set forth in Section 4.B.1, above.

C. If, as the result of long-term or permanent disability, sickness, accident, injury, mental incapacity, or other personal health-related reason, JONES is unable to perform his essential duties after exhausting all paid/unpaid leave under this Agreement or state or federal law, CITY will have the option to terminate JONES's employment and this Agreement, subject to the severance payment requirements of this Agreement. In exercising this option, the CITY will comply with its obligations under applicable state and federal disability and public retirement laws.

D. Any deliberations and decision by CITY regarding the termination of JONES's services shall be made in closed session in accordance with the Ralph M. Brown Act. Except where JONES is charged with or alleged to have committed criminal misconduct or acts involving moral turpitude, if CITY has decided to terminate JONES's services CITY shall provide JONES the opportunity to resign in lieu of being terminated, and the parties shall cooperate regarding public announcements regarding JONES's separation from CITY.

E. If a breach of contract is declared by either CITY or JONES, written notice of the breach shall be delivered to the parties as set forth in SECTION 10 of this Agreement, and there shall be a thirty (30) day "cure period" from the date of delivery of said notice for CITY or JONES to remedy the breach.

SECTION 5: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council, by Resolution, shall fix any other terms and conditions of employment as it may determine from time to time relating to the performance of JONES provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

B. Cost of Living Adjustments (COLAs), fringe benefits and working conditions applicable generally to employees of the Employer, as such rules now exist or hereinafter may be amended, shall also apply to the Employee, except where

such fringe benefits and working conditions are inconsistent with the terms contained herein.

SECTION 6: INSURANCE

JONES shall maintain minimum automobile insurance coverage of: (a) ONE HUNDRED THOUSAND DOLLARS ($100,000.00) per person, THREE HUNDRED THOUSAND DOLLARS ($300,000.00) per any one occurrence; and (b) property damage coverage in an amount not less than ONE HUNDRED THOUSAND DOLLARS ($100,000.00) per occurrence.

SECTION 7: CONFLICT OF INTEREST

JONES, by executing this Agreement, certifies that at the time JONES signs this Agreement, and for the duration of same, JONES does not and will not perform services for any other client which would create a conflict, or the appearance of a conflict, whether monetary or otherwise, as between the interests of CITY hereunder, and the interests of such other client.

SECTION 8: ASSIGNMENT

The City Council is entering into this Agreement in consideration of the personal rendition of the services of JONES and JONES shall not assign any of the duties, responsibilities, or obligations of this Agreement except with the express written consent of the City Council.

SECTION 9: MISCELLANEOUS PROVISIONS

A. WAIVER: The acceptance of any services or the payment of any money by CITY shall not operate as a waiver of any provision hereof, or of any right to damages or indemnity stated herein. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

B. MODIFICATION: No waiver or modification of this Agreement is valid unless made in writing and signed by all parties.

C. SEVERABILITY: In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable the remaining provisions shall not be affected.

D. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding between the parties.

E. HEADINGS: Paragraph headings are used for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

F. ATTORNEYS FEES AND VENUE: Should any party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration) for breach of this Agreement, the case shall be handled in Los Angeles County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

G. CHOICE OF LAW: This Agreement is governed by and to be construed in accordance with the laws of the State of California.

H. CONFIDENTIALITY: JONES agrees to maintain in confidence and not disclose to any person, firm, governmental entity, or corporation, without CITY'S prior written consent, any trade secret or confidential information. The covenants contained in this section shall survive the termination of this Agreement for whatever cause.

I. ARMS LENGTH NEGOTIATIONS: This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654) or legal decision that would require interpretation of the ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties in this Agreement.

J. INDEMNIFICATION & DUTY TO DEFEND: Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, the City will defend and pay any costs and judgments assessed against JONES arising out of an act or omission by JONES occurring in the course and scope of JONES's performance of his duties under this Agreement, except for civil, criminal or administrative actions solely and recklessly initiated by JONES. However, in the event the CITY provides funds for legal criminal defense pursuant to this section and terms of the Government Code, JONES shall reimburse the CITY for such legal criminal defense funds if JONES is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 - 53243.4.

SECTION 10: NOTICES

Any notice given under this Agreement shall be in writing and considered given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follow:

TO THE CITY OF PALMDALE:
Mayor
City of Palmdale
38300 Sierra Hwy., Suite A
Palmdale, CA 93550

TO JONES:
John L. Jones II
505 Anderson Way, #C
San Gabriel, CA 91776

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

JOHN L. JONES II:

By: _____
John L. Jones II

CITY OF PALMDALE,
California Charter City:

By: _____
Steven D. Hofbauer
Mayor

ATTEST:

_____
Shanae Smith
City Clerk